



Regular Meeting Agenda July 18, 2017

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

Craig S. Green
Mayor

Chad P. Wanke
Mayor Pro Tem

Rhonda Shader
Council Member

Ward Smith
Council Member

Jeremy B. Yamaguchi
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
Fax: (714) 961-0283
Email:
administration@placentia.org
Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
July 18, 2017
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Smith
Councilmember/Board Member Shader
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Green

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 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
City Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organization: Placentia Police Management Association (PPMA)
2. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant exposure to litigation: (2 cases)
3. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Name of Case: Pike v. City of Placentia; Case CV-08-08586 DSF

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
July 18, 2017
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Smith
Councilmember/Board Member Shader
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Green

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Girl Scout Troop

PRESENTATIONS: None

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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 2017-18 Register for July 18, 2017**
Check Register
Fiscal Impact: None
Electronic Disbursement Register
Fiscal Impact: None

- 1.c. **Minutes of the City Council/Successor/ICDA Meeting–June through October 2016**
Recommended Action: Approve
- 1.d. **Contract Change Order No. 1 and Capital Improvement Program (CIP) Budget Amendment for the Placentia Police Station Lobby ADA Improvement Project No. 2016-20**
Fiscal Impact: Expense: \$158,621.01
Revenue: \$250,000 FY 2017-18 CIP Budget/Asset Forfeiture Funds
No General Fund dollars will be used on this project.
Recommended Action: It is recommended that the City Council:
1) Approve Contract Change Order No. 1 in the amount of \$158,621.01; and
2) Authorize the City Administrator to execute the necessary change order documents; and
3) Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California Authorizing a Budget Amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures.
- 1.e. **City Council Chambers Renovation Project**
Fiscal Impact: Expense: \$ 117,645.00
Revenue: \$ 117,645.00
Public Education and Government Access Funds
No General Fund dollars will be used on this project
Recommended Action: It is recommended that the City Council:
1) Authorize the City Administrator to enter into agreements with professional vendors for the purchase and installation of carpet, chairs, wall covering and surface upgrades for the City Council Chamber Renovation Project with a total project cost of \$117,645; and
2) Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$10,695 for a total project cost of \$117,645; and
3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
4) Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures to increase the budgets in the Capital Projects fund utilizing Public, Education and Government Access Funds in the amount of \$117,645.
- 1.f. **Notice of Cancellation of Evergreen Period of the Refuse Collection Agreement with Republic Waste Services of Southern California, LLC**
Fiscal Impact: Expense: None
Revenue: None
Recommended Action: It is recommended that the City Council:
1) Authorize the City Administrator to Execute the attached Notice of Cancellation of Evergreen Period for Solid Waste Handling Services with Republic Waste Services of Southern California, LLC.
- 1.g. **Second Reading of Ordinance No. O-2017-05 Adopting Zone Change 2017-02 to Establish the Old Town Zoning District and New Development Standards for the "Old Town (OT)" District**
Fiscal Impact: Potential for up to \$926,000 in annual General Fund revenue and \$8.3 million in one-time restricted revenue including development impact fees. Infrastructure costs associated with the Old Town District will be funded by impact fees and annual assessments. No General Fund dollars will be utilized for the proposed District.
Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance No. O-2017-05, an Ordinance of the City Council of the City of Placentia, California Adding Chapter 23.112 entitled "Old Town Placentia Revitalization Plan Development Standards," and amending Municipal Code Section 23.08.010 to establish the OT Old Town Zoning District, and amending the Official Zoning Map of the City of Placentia, for the Old Town Placentia ("OT") District Zone.

1.h. **Adopt Debt Management Policy**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, adopting a Debt Management Policy.

1.i. **Amendment to Agreement with All City Management Services, Inc. For Crossing Guard Services**

Fiscal Impact: Expense: \$56,826 Crossing Guard Services

Budgeted: \$56,826 Fiscal Year 2017-18 Operating Budget
(General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Amendment to Agreement with All City Management Services, Inc. to provide School Crossing Guard Services for an amount not-to-exceed \$56,826 for Fiscal Year 2017-18; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.j. **Acceptance of Construction Work and Notice of Completion for Pedestrian Accessibility Project Phase V Project No. 2017-01**

Fiscal Impact: Expense: \$90,516

Revenue: \$74,786 Community Development Block Grant Funds
\$15,730 Gas Tax Funds

No General Fund dollars were utilized for this project

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by EBS General Engineering, Inc. on the Pedestrian Accessibility Project Phase V, in the total amount of \$90,516.00; and
- 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
- 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.k. **Amendment No. 3 to Professional Services Agreement with Siemens Industry, Inc. For Traffic Signal Maintenance Services**

Fiscal Impact: Expense: \$105,000 Traffic Signal Maintenance Services

Revenue: \$105,000 Fiscal Year 2017-18 Operating Budget
(Gas Tax)

No General Fund monies will be utilized for these services

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 3 to Professional Services Agreement with Siemens Industry, Inc., extending the existing agreement to provide traffic signal maintenance services for an additional one-year term ending August 20, 2018; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.l. **Agreement with St. Jude Hospital to Accept a Healthy Communities Initiative Grant to Support Community Health and Wellness**

Fiscal Impact: Expense: \$59,000

Revenue: \$59,000 (St. Jude Grant)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Restricted Project Grant Agreement with St. Jude Hospital to accept a \$59,000 Healthy Communities Initiative Grant to support community health and wellness; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.m. **Budget Amendment for Fiscal Year 2016-17 for Agreement with County of Orange (OC Animal Care Services) for New Shelter Construction**

Fiscal Impact: Expense: \$65,000 (FY 16-17 General Fund Balance)

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California authorizing a Budget Amendment in Fiscal Year 2016-17 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriation for actual expenditures to pay the invoice to County of Orange (OC Animal Care Services) for a total amount of \$65,000.

1.n. **Professional Services Agreement with Halo Confidential Services**

Fiscal Impact: Expense: Not to Exceed \$60,000 Per Year

Budgeted: \$60,000 Per Year

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Halo Confidential Services for a three-year term ending June 30, 2020; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.o. **Resolution for Grant Funds for the Environmental Cleanup, Tier 1 Grant Program Under the Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Insert Project Phase 4**

Fiscal Impact: Expense: \$ 40,000 CalRecycle Funds – City Match Amount

Revenue: \$160,000 OCTA M2 Environmental Cleanup Grant

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California authorizing an application for funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project Phase 4; and
- 2) Authorize the City Administrator, or his designee, to execute all documents necessary for securing the grant funding, subject to City Attorney approval.

1.p. **Memorandum of Understanding Between the City and the Placentia Police Management Association**

Fiscal Impact: Fiscal Year 2016-17 \$ 30,870 (Estimated)

Fiscal Year 2017-18 \$171,375 (Estimated)

Fiscal Year 2018-19 \$268,850 (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Memorandum of Understanding with the Placentia Police Management Association as outlined in Exhibit 1; and
- 2) Approve Resolution, R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17 in Compliance with the City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures; and
- 3) Authorize the City Administrator, Director of Administrative Services, and Human Resources Manager to execute the document on behalf of the City, in a form approved by the City Attorney.

- 1.q. **Agreement with Western Audio Visual to Furnish, Install, and Integrate Audiovisual Equipment into the Emergency Operations Center (EOC)**
Fiscal Impact: Expense: \$59,000 Fiscal Year 2017-18 Capital Improvement Program Budget
Revenue: \$24,000 Public, Education and Government Access (PEG) Funds
\$35,000 Public Safety Mitigation Funds (\$35,000)
No General Fund dollars will be used on this Project
Recommended Action: It is recommended that the City Council:
1) Approve a Professional Services Agreement with Western Audio Visual for the Emergency Operations Center Phase II Improvements for an amount not-to-exceed \$59,000.00; and
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney
- 1.r. **Amendment No.2 to Professional Services Agreement with Irwin Bornstein**
Fiscal Impact: Expense: Not-to-Exceed Amount: \$63,000
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 2 to Professional Services Agreement with Irwin Bornstein for an additional not-to-exceed amount of \$63,000; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
- 1.s. **Amendment No. 2 to Professional Services Agreement with MV Cheng & Associates, Inc.**
Fiscal Impact: Expense: Not-to-Exceed Amount: \$112,500
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 2 to Professional Services Agreement with MV Cheng & Associates, Inc. for a total not-to-exceed amount of \$112,500; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney; and
3) Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California authorizing a Budget Amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures.
- 1.t. **Award of Contract for the Champions Sports Complex Playground Renovation Project**
Fiscal Impact: Expense: \$144,849.98 Community Facilities District Fund Balance
Revenue: \$144,849.98 Community Facilities District Fund Balance
Recommended Action: It is recommended that the City Council:
1) Award a Public Works Agreement to Great Western Recreation, Inc., for Champions Sports Complex Playground Equipment Renovation Project in the amount of \$134,849.98; and
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
3) Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California Authorizing a Budget Amendment in fiscal year 2017-18 in compliance with the City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
4) Authorize the City Administrator to approve up to 10% in change orders for unforeseen conditions if necessary, to complete the project.

SUCCESSOR AGENCY CONSENT CALENDAR:

- 1.u. **Successor Agency Staffing Support Services for FY 17-18**
Fiscal Impact: Expense: \$40,000
Offsetting Revenue: \$40,000 (Successor Agency Enforceable Obligation)

Budgeted: \$40,000 (Successor Agency Professional Services Account No.: 547525-6099)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Kosmont & Associates, Inc. dba Kosmont Companies for an amount not to exceed \$40,000; and
- 2) Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.

1.v. **Resolution of the Successor Agency of the Placentia Redevelopment Agency Extending the Time Period in Which Certain Property Must Be Developed for Affordable Housing Pursuant to Health and Safety Code Section 33334.16**

Fiscal Impact: No Fiscal Impact

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution RSA-2017-XX, A Resolution of the City Council of the City of Placentia, California, Acting as Housing Successor to the Placentia Redevelopment Agency Extending the Time Period in which Certain Property Must Be Developed for Affordable Housing pursuant to Health and Safety Code Section 33334.16.

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **May 2017 (Preliminary) Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the May 2017 (Preliminary) Treasurer's Report

3.b. **Policy Discussion and Review of a Draft Ordinance to Adopt Chapter 23.83 of Title 23 of the City of Placentia Municipal Code to Permit the Orderly, Managed, and Efficient Development of Wireless Communication Facilities within the Public Right-Of-Way (PROW)**

Fiscal Impact: No fiscal impacts are anticipated with the review of this proposed draft ordinance

Recommended Action: It is recommended that the City Council:

- 1) Receive the Staff Report and review the proposed draft ordinance; and
- 2) Ask any questions of Staff; and
- 3) Provide direction to Staff as appropriate for preparation of a final draft ordinance, design guidelines, master license agreement, and associated fees to be considered by City Council at a future meeting; and
- 4) Provide direction to Staff as appropriate for the review and oversight of all WCFs within the PROW to be managed by City Staff and not a third party; and
- 5) Provide direction to Staff as appropriate for preparation of an update to PMC Chapter 23.82 to be considered by City Council at a future meeting.

3.c. **Purchase and Implementation of New Police Department Computer Aided Dispatch (CAD)/Records Management System (RMS)**

Fiscal Impact: Allocation of Asset Forfeiture Funds (Year 1) in an Amount Not-To-Exceed \$118,440 for the Purchase and Implementation of the Mark43 CAD/RMS Software Package

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of the Mark43 CAD and RMS software for a five (5) year subscription term (May 15th 2018 – May 15th 2023) from Mark43, Inc. in an amount not-to-exceed \$592,200; and
- 2) Authorize the City Administrator and/or his designee to execute all 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 Tuesday, August 1, 2017 at 5:00 p.m.

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the July 18, 2017 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on July 13, 2017.

Rosanna Ramirez, Chief Deputy City Clerk

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
JUNE 7, 2016
5:30 P.M. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL- POTENTIAL LITIGATION
Significant Exposure to Litigation: (3 Cases)
2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: APN: 346-241-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Flood Control District and Mercy Housing California
Under Negotiations: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 3
4. Pursuant to Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employee Association (PCEA), Placentia Police Officers Association (PPOA) and Placentia Police Management Association (PPMA)

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

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

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

a. **Presentation of the Cultural Arts Photography Contest Winners**

Recipients: Diane F. Witmer, Soung Won Park, Kristina Muldoon, Amanda Smith, and Karen E. Jeffries

Presenters: Mayor Yamaguchi and Community Services Coordinator Felipe Zambrano

Community Services Coordinator Zambrano introduced Cultural Arts Commissioners Rick Pana and Melanie Coward.

Community Services Coordinator Zambrano announced and recognized the following winners of the Cultural Arts Photography Contest: Environmental "Trojan Horse" Diane R. Witmer; Community Life "Pleasant Day in Placentia" Soung Won Park; Architecture "Beauty in the Shadows" Suong Won Park; People "Placentia 5 Star Dance" Kristina Muldoon; Vest of Show "Magnolia Blossom" Amanda Smith; Placentia's Choice "Placentia Water Tower – Treasured View at Sunset" Karen E. Jeffries; and Mayor's Choice "Placentia Water Tower – Treasured View at Sunset" Karen E. Jeffries.

CLOSED SESSION REPORT:

City Attorney/Agency Council Bettenhausen reported that the Council/Agency met in closed session to discuss items listed on the agenda and the City has terminated the agreement with Lance, Soll & Lunghard who provided auditing services for the City and the City will advertise a Request for Proposals for Financial Auditing Services that will be due June 15, 2016.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced the upcoming Flag Day Ceremony on Tuesday, June 14, 2016 at the Placentia Civic Center.

City Administrator Arrula and City Attorney Bettenhausen provided an update on the Criminal Fraud investigation.

Mayor Yamaguchi announced that there is a City Council overflow room located at the Placentia Library Meeting room where the meeting is being broadcast live. He reminded the public to submit a speaker card to the City Clerk if they wish to speak during oral communications on any item listed on the agenda or that is not a public hearing item.

ORAL COMMUNICATIONS:

The following residents spoke in opposition of item 1.e.: Don Rohrs, Daniel McDemott, Debby Rohrs, Janna Wade, Richard Wiedemann, Bob McKinnell, Richard McAlindin, Lara Raymond, Terry Monson, Meredith Castillo, Mary Hasson, Judy Johnson, Ed Garcia, Dr. Craig Olson, Nathaniel Clark, Cynthia Bristow, Allen Kidd, and Pat Higgins.

The following individual spoke in favor of item 1.e.: Adam Aguirre.

Reese Olson, resident, read into the record a public document from the Orange County Sheriff's department, Sheriff Coroner Sandra Hutchens, addressed to the City of Laguna Woods expressing opposition of medical marijuana dispensaries in cities. A copy of the document was provided to the City Clerk.

Mari Olson, resident, continued reading into the record a public document from the Orange County Sheriff's department, Sheriff Coroner Sandra Hutchens, addressed to the City of Laguna Woods expressing opposition of medical marijuana dispensaries in cities.

Carolyn Woolhouse, resident, spoke in opposition of item 1.e. regarding Medical Marijuana Dispensaries and submitted to the City Clerk, for the record, signatures from residents opposing the item who were unable to attend the meeting tonight

David Christian, Assistant City Administrator for the City of Yorba Linda, read into the record a letter drafted by the City of Yorba Linda City Council in opposition of the medical marijuana ordinance. Copies of the letter were provided to the City Clerk.

Joanne Sowards, resident and Economic Development Committee member, spoke in opposition of item 1.e. and inquired why this item was not discussed during an Economic Development Committee meeting. She requested disbanding the Economic Development Committee.

Mayor Yamaguchi called for a recess at 8:59 p.m. and the meeting reconvened at 9:10 p.m.

The following individuals spoke in opposition of item 1.e.: Greg Sowards, Christopher Bunker, Gary T. Sowersby, John Sibley, Carol Sibley, Sharon Jackson, Diane Macham, Bob Martinez, Roy Rivenburg, Marilyn Anderson, Steve Anderson, John Cullum, Emma Jane Deaver, David Christensen, Brian Reese, Caryn Trumbo, and Fanny Tjanhjoho.

The following individuals spoke in favor of item 1.e.: Michael Hansen, Danielle Hansen, Erik Chan, Linda Lucio, Rick Darnell, Laura Dilucchio, Eric Jones, and Scott Davenport.

Kevin Larson, City Treasurer, thanked City Administrator Arrula for his updates on the City's finances. He noted in his role as City Treasurer he will further commit to pledging his support on working on the development of adequate policies and procedures. He noted that he will be working with the City on drafting a Request for Proposals (RFP) for a qualified CPA firm.

Joshua Correa, resident, requested for the City to better communicate with the community and have additional discussions on the medical marijuana issue. He commended residents who came up and spoke in favor of the item.

Councilmember Nelson left the dais at 10:56 p.m., and returned at 11:01 p.m.

Mayor Yamaguchi called for a recess at 11:13 p.m. Meeting reconvened at 11:26 p.m.

The following individuals spoke in opposition of item 1.e.: Scott Werner, Joe Aguirre, Dawn Mercado, Valerie Stammen, Erin Asam, Dan Llorens, and Matt Wade.

The following individual spoke in favor of item 1.e.: Joseph DiLucchio.

Norayma Weaver, resident, commented that she will be in support of City Council's decision on the item.

CITY COUNCIL/BOARD MEMBER COMMENTS: None

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

Motion by Nelson, seconded by Green and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.g. with Yamaguchi abstaining on item 1.b. and removing item 1.e. for separate discussion.

- 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 June 7, 2016**
Check Register
Fiscal Impact: \$999,497.65
- Electronic Disbursement Register for June 7, 2016**
Fiscal Impact: \$599,531.77
- Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Approved 4-0, as recommended with Yamaguchi abstaining)
- 1.c. **Award of Contract for Laser Leveling and Infield Repairs of March, Jensen, and Munoz Baseball Fields at Champions Sports Complex**
Fiscal Impact: Expense: \$29,340
Revenue: \$150,000 (Community Facilities District Funding Fiscal Year 2015-16)
- Recommended Action: It is recommended that the City Council:
1) Approve a Public Works Agreement with Professional Turf Specialties, Inc. for the laser leveling and repairs of the baseball infields at Champions Sports Complex including March, Jensen, and Munoz fields in the amount of \$29,340; and
2) Authorize the City Administrator, or his designee, to execute all necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.d. **Authorizing Investment of Monies in the Local Agency Investment Fund**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, authorizing investment of monies in the Local Agency Fund.
(Approved 5-0, as recommended)
- 1.e. **Ordinance Related to the Establishment of Medical Marijuana Businesses**
Fiscal Impact: No fiscal impacts are anticipated with this ordinance, as all costs will be recovered through the application and selection process
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2016-xx, A Resolution of the City Council of the City of Placentia, Approving a Notice of Exemption (Ordinance No O-2016-XX); and
2) Waive full reading, by title only, and adopt Ordinance No O-2016-XX, An Ordinance Repealing Chapter 8.42 of Title 8 of the Placentia Municipal Code regarding Medical Marijuana Dispensaries, adding Title 12 Entitled "Medical Marijuana Businesses and Activity" and Chapter 23.45 entitled "Medical Marijuana Uses and Activity" and Amending Section 23.46.040 pertaining to Marijuana Cultivation.
(Not Approved 5-0)

Following discussion, Motion by Yamaguchi, seconded by Green to table the item. Amended Motion by Nelson, seconded by Underhill and carried a (5-0) vote to not approve the recommended actions.

Mayor Yamaguchi called for a recess at 11:55 p.m. and reconvened at 11:58 p.m. Councilmember Underhill was absent.

2. PUBLIC HEARING:

2.a. Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Street Lighting District 81-1

Fiscal Impact: (Recouped through Assessments): \$153,697.47
Single Family Residential: \$27.38/Parcel
Commercial/Industrial: \$164.28/Acre
Tentative/Final Map: \$8.21/Unit

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the levy and collection of assessments within the Placentia Street Lighting District 81-1; and
- 2) Receive the Staff Report and consider all public testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2016-XX, A Resolution of City Council of the City of Placentia approving Engineer's Report, confirming diagram and assessment, and ordering levy of continued assessments for Fiscal Year 2016-17 for Placentia Street Lighting District No. 81-1.

(Approved 4-0, Councilmember Underhill absent)

Mayor Yamaguchi opened the public hearing.

Bob McKinnell, Chairman of the Citizens Fiscal Sustainability Task Force, stated that the current assessment does not cover the cost of the Street Lighting District and that the City has been subsidizing it for some time.

Jerry Bradshaw of SCI Consulting Group addressed City Council on the annual process of the assessment and stated that the rates have been the same since 1989.

Mayor Yamaguchi closed the public hearing.

Motion by Nelson, seconded by Wanke and carried a (4-0, Councilmember Underhill absent) vote to approve the recommended actions.

2.b. Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Landscape Maintenance District 92-1

Fiscal Impact: (Recouped through Assessments): \$427,925.94
Single Family Residential: \$154.87/Parcel
Commercial/Industrial: \$1,548.70/Acre
Multiple Family Residential: \$108.41/Unit
Undeveloped: \$774.35/Parcel

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the levy and collection of assessments within the Landscape Maintenance District 92-1; and
- 2) Receive the Staff Report and consider all public testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia approving Engineer's Report, confirming diagram and assessment, and ordering levy of continued assessments for Fiscal Year 2016-17 for Placentia Landscape Maintenance District No. 92-1.

(Approved 5-0, as recommended)

Councilmember Underhill arrived and took her seat at 12:00 a.m.

Mayor Yamaguchi opened the public hearing.

Jerry Bradshaw of SCI Consulting Group informed City Council that the Landscape Maintenance District is not subsidized at this time but the current fund balance will run out in the next 3 to 4 years unless the levy is adjusted by a vote.

Mayor Yamaguchi closed the public hearing.

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

REGULAR AGENDA:

3.a. Presentation of the Draft Proposed Fiscal Year 2016-17 Budget Including Capital Improvement Program Budget (CIP) and Special Funds

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review and discuss the Draft Proposed FY 2016-17 Budget; and
- 2) Provide input and direction for final budget adoption at the City Council Meeting of June 21, 2016.

Presentation by City Administrator Arrula, Interim Chief Financial Officer Schroeder, and Public Works Manager Estevez on the proposed Budget for Fiscal Year 2016-17 including the CIP and Special Funds. City Council provided input to Staff.

Bob McKinnell, Chairman of the Citizens Fiscal Sustainability Task Force, complimented City Staff for their use of grants over the past year and complimented the City's Budget document online stating that it is a clear presentation for the community and stated that sustainability is coming for the City in a few years.

3.b. Resolution Adopting the Application Process for Issuing Medical Marijuana Business Permits

Fiscal Impact: This is a Resolution of the City Council Adopting the Medical Marijuana Business Permit Application Process as required by Ordinance No. O-2016-04. The City will incur costs related to the processing of applications for Medical Marijuana Business Permits, however fees will be charged in amounts designed to cover these costs. Staff has calculated the permit application fee, which will be presented to Council for adoption by separate resolution at the June 21, 2016 meeting.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, adopting the Process for Issuing Medical Marijuana Business Permits.

(Not presented due to the denial on item 1.e.)

3.c. Amendment No. 1 to Professional Services Agreement with Hinderliter, De Llamas & Associates, dba HdL Companies to Develop and Manage the Application and Selection Process for Medical Marijuana Businesses

Fiscal Impact: Expense: Amendment No.1 Not-To-Exceed Amount: \$75,000

Total Not-To-Exceed Amount: \$100,000

Revenue: \$100,000 from Medical Marijuana Business Application Fees (Cost Recovery)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with Hinderliter, de Llamas & Associates, dba HdL Companies for an amount not-to-exceed \$75,000 to develop and manage the application and selection process for medical marijuana businesses in the City of Placentia; and
- 2) Authorize the City Administrator to execute Amendment No. 1 to the Professional Services Agreement, in a form approved by the City Attorney.
(Not presented due to the denial on item 1.e.)

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Underhill stated that she would like each department to give a presentation on their respective budgets at the next City Council meeting.

Mayor Yamaguchi informed Staff that the Placentia Library has approached the City about starting a discussion on grant funding for a joint solar project and requested Staff reach out to the Library.

TENTATIVE AGENDA FORECAST

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned in memory of Michael Erman, Son of Dee Erman and Jerry McCloskey, City of Laguna Niguel City Council Member and Former Mayor at 1:23 a.m. to a Joint Meeting with the Citizens Fiscal Sustainability Task Force on June 15, 2016 at 5:30 p.m. in the Placentia Library Meeting Room.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES**

June 21, 2016

**5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Pro Tem Green called the meeting to order at 5:30 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS: None

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 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL- POTENTIAL LITIGATION
Significant Exposure to Litigation: 1 Case
2. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 1
3. Pursuant to Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA) and Placentia Police Management Association (PPMA)
4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 480 S. Placentia Avenue APN: 339-443-03
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of Payment
5. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of the Payment
6. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of the Payment

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

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

ROLL CALL:

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

ABSENT: Yamaguchi

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Interim Chief of Police Lowenberg

PRESENTATIONS:

a. **Proclamation for Drowning Prevention Awareness**

Recipient: Orange County Fire Authority Battalion Chief Colton Ashby

Presenter: Mayor Yamaguchi

Mayor Pro Tem Green introduced and presented Orange County Fire Authority Battalion Chief Colton Ashby with a proclamation for Drowning Prevention Awareness.

b. **Employee of the Quarter- General Employee**

Presenters: Mayor Yamaguchi and City Administrator Arrula

City Administrator Arrula announced and congratulated the Employee of the Quarter recipient Chief Deputy City Clerk Rosanna Ramirez.

Mayor Pro Tem Green presented Chief Deputy City Clerk Ramirez with an Employee of the Quarter recognition plaque.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported that the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula reminded residents that the sale/discharge of fireworks are illegal in the City of Placentia. He announced the upcoming concerts in the park series begins Thursday, July 7, 2016 at 6:30 p.m. at Tri-City Park and the movies in the park series begins Friday, July 8, 2016 at dusk at the Champions Sports Complex. He announced that due to the 4th of July Holiday, the July 5, 2016 City council meeting will be moved to July 12, 2016, and that the Orange County Transportation Authority has announced the opening of the OC Bridges Orangethorpe Boulevard overpass on Thursday, June 23, 2016.

City Administrator Arrula and City Attorney Bettenhausen provided an update on the alleged misappropriation of public funds and the pretrial hearing that took place on Friday, June 17, 2016.

ORAL COMMUNICATIONS:

Arnie Pike, resident, thanked the City of Placentia for their assistance with his complaints against the City. He read aloud a letter written to the Attorney General, Department of Justice stating that the City of Placentia does not enforce the law on parking on residential sidewalks.

Yvonne Cureton and Terry Potts, invited all Councilmembers to attend the ALS Guardian Angels Breakfast of Champions and Cruise fundraising event at the Placentia iHop on July 12, 2016

from 8:30 a.m. to 10:00 a.m. and the Racing for a Cure pancake breakfast/car show event on Saturday, November 5, 2016 from 9:00 a.m. to 3:00 p.m. at Tri-City Park.

Sandra Castillo, announced the 14th Annual TOPSoccer Fest event on July 9, 2016 beginning at 8:00 a.m. at Wagner Elementary School noting that this event provides opportunities for people of all ages with special needs.

Kevin Kirwin, resident, spoke on the alleged embezzlement of misappropriated funds that recently happened in the City of Placentia and asked for City Councilmembers and the City Administrator to resign.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Underhill commented on the current mosquito issue in Orange County and advised the community of the dangers accompanying mosquito bites.

Councilmember Wanke urged the community to be careful with the mosquitoes and congratulated Chief Deputy City Clerk Ramirez on her Employee of the Quarter award.

Mayor Pro Tem Green reminded residents that there is a lot of misinformation out regarding the alleged embezzlement. He asked City Attorney Bettenhausen the following questions: who was City Administrator at the time when the first embezzlement of public funds took place in January 2014; when was Michael Nguyen first hired by the City and what was his job title; and what promotions did he receive.

City Attorney Bettenhausen stated that Troy Butzlaff was the City Administrator during that time.

Director of Administrative Services Pischel noted that Michael Nguyen was hired by the City in April 2008 as the Senior Accountant and was promoted to Finance Services Manager in 2010. In January 2014 Mr. Nguyen held the title of Acting Interim Finance Director.

Mayor Pro Tem Green inquired when Damien Arrula was hired by the City and when was he appointed to City Administrator.

Director of Administrative Services Pischel stated that Mr. Arrula was hired by the City in April 2014 and was appointed to the position of City Administrator in March 2016.

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

Motion by Nelson, seconded by Underhill and carried a (4-0, Yamaguchi absent) vote to approve the Consent Calendar Items Nos. 1.a. through 1.g. with Councilmember Wanke pulling item 1.g. for separate discussion.

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 June 21, 2016
Check Register**

Fiscal Impact: \$794,971.32

Electronic Disbursement Register for June 21, 2016

Fiscal Impact: \$425,378.69

Recommended Action: It is recommended that the City Council:

1) Receive and file.

(Approved 4-0, as recommended)

1.c. Measure M Eligibility Application Package for Fiscal Year 2016-17

Fiscal Impact: Revenue: \$802,870 in Measure M Funds

Recommended Action: It is recommended that the City Council:

- 1) Approve the Measure M Eligibility Application Package for Fiscal Year 2016-17; and
 - 2) Authorize Staff to submit the Measure M Eligibility application package to OCTA which includes a 7-year Capital Improvement Program (CIP).
- (Approved 4-0, as recommended)**

1.d. **Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2016-17**

Fiscal Impact: Expense: N/A
 Offsetting Revenue: N/A

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-30, A Resolution of the City Council of the City of Placentia, California approving rates for solid waste handling services; and
- 2) Adopt Resolution No. R-2016-31, A Resolution of the City Council of the City of Placentia, California authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County tax rolls; and
- 3) Approve Amendment No. 6 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services; and
- 4) Direct staff to prepare an amendment to the current agreement to extend the annual rate adjustment notification period; and
- 5) Direct staff to obtain a quarterly recycling market report from Republic Services to determine if the commercial recycling rates need to be adjusted based on market conditions; and
- 6) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 4-0, as recommended)

1.e. **Amendment No. 3 to Professional Services Agreement with Western Transit Systems Inc. to Extend Grant Funded Transportation Services through June 30, 2017**

Fiscal Impact: Expense: \$68,600.00
 Offsetting Revenue: \$68,600.00 OCTA/AQMD/USDA
 Proposed Budget FY 16-17: \$68,600.00

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 3 to Professional Services Agreement with Western Transit Systems Inc. to continue the Farmers Market transportation services through September 30, 2016 and senior mobility program transportation services through June 30, 2017 to align with the City's grant funding received from OCTA, AQMD and USDA in the amount of \$68,600.00 for Fiscal Year 2016-17; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 4-0, as recommended)

1.f. **Community Facilities District No. 2014-01 (Public Safety Services) Annual Special Tax Rate for Fiscal Year 2016-17**

Fiscal Impact: Revenue: \$25,798 Fiscal Year 2016-17

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-32, A Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2014-01 (Public Services); and
- 2) Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2014-01 (Public Services) for Fiscal Year 2016-17 on the Orange County Secured Property Tax Roll.

(Approved 4-0, as recommended)

1.g. **Resolution Approving a Loan (Fee Deferral) to Mercy Housing California in an Amount Not To Exceed \$450,000 in Development Impact Fees for Permanent Supportive Housing Development for Homeless Veterans (Placentia Veterans Village)**

Fiscal Impact: Expense: \$450,000 Fiscal Year 2017-18 Development Impact Fees
Deferred Revenue: Developer's Progress Payment for a total amount of \$450,000 with interest

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-33, A Resolution of the City Council of the City of Placentia, California, approving a loan to Mercy Housing California in a principal amount not-to-exceed the sum of Four Hundred Fifty Thousand Dollars (\$450,000) in Development Impact Fees for the Permanent Supportive Housing Development for Homeless Veterans.

(Approved 4-0, as recommended)

Councilmember Wanke commented that this was a great project to provide housing to the Country's veterans and inquired if the City would be spending \$450,000 for the project.

City Administrator Arrula noted that it is a long term loan with Mercy Housing and that it will not impact the City's budget.

Motion by Nelson, seconded by Wanke and carried a (4-0) vote to approve the recommended actions.

2. PUBLIC HEARING:

2.a. **Budget for Fiscal Year 2016-17, and Capital Improvement Program (CIP) Budget for Fiscal Years 2016-23**

Fiscal Impact:

ANNUAL CITY BUDGET	Estimated Resources including Transfers In	Appropriations including Transfers Out
General Fund	\$33,170,116	\$33,016,616
Special Revenue Funds	8,272,345	10,073,793
Capital Projects Funds	5,748,521	5,748,521
Enterprise Funds	3,738,200	4,970,082
Internal Service Funds	2,527,800	2,527,800
	<u>\$53,456,982</u>	<u>\$56,336,812</u>

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the Budget for Fiscal Year 2016-17 and Capital Improvement Program (CIP) Budget for Fiscal Years 2016-23; and
- 2) Receive the Staff Report and consider all public testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2016-34, A Resolution of City Council of the City of Placentia, California taking actions necessary to adopt the Fiscal Year 2016-17 Annual Budget; and
- 5) Adopt Resolution No. R-2016-35, A Resolution of the City Council of the City of Placentia, California, taking actions necessary to adopt the Fiscal Years 2016-23 Capital Improvement Program (CIP) Budget with an appropriation of \$5,748,521 for Fiscal Year 2016-17.

(Approved 4-0, as recommended)

Mayor Pro Tem Green opened the public hearing.

City Administrator Arrula announced this is the second consecutive year Staff is presenting a balanced budget with no Staff cuts or reductions to services.

Councilmember Nelson left the dais at 7:53 p.m. and returned at 7:57 p.m.

Director of Administrative Services Pischel presented the Legislative and Administrative Services Department budget to Council and explained that the increase to the Administrative budget is due to the 2016 Municipal Election.

Interim Chief Financial Officer Schroeder presented the Finance Department budget to Council.

City Administrator Arrula presented the Development Services budget to Council and noted the change in the budget due to hiring of a full time Development Services Manager and the removal of the Assistant City Administrator position.

Interim Chief of Police Lowenberg presented the Public Safety Department budget to Council and noted the increase in funds to the Animal Control division due to the new Orange County shelter costs and Code Enforcement division due to new full time staffing.

Public Works Manager Estevez presented the Public Works and Environmental Services Department budget to Council and noted an increase to the Parks division due to new janitorial and landscape maintenance contracts.

Community Services Director Gonzalez presented the Community Service Department budget to Council which includes: Community Services Administration, Recreation, Neighborhood Services, Cultural Arts, Farmers Market and the FACT Grant.

Councilmember Wanke left the dais at 7:59 p.m. and returned at 8:10 p.m.

Director of Administrative Services Pischel presented the General Government budget to Council and the budget highlights for Fiscal Year 2016-17 position changes.

Interim Chief Financial Officer Schroeder presented the misappropriation of public funds to Council as it relates to City operations.

Councilmember Underhill requested a list of total expenditures for consultants, the total number of conferences City Employees were attending, and how many employees, including consultants work for the City.

Blake Montero, resident, expressed his concerns regarding the history of promotions within the agency.

Mayor Pro Tem Green closed the public hearing.

Councilmember Nelson thanked Staff for their hard work on the budget and commended the progress of the City.

Councilmember Underhill thanked Interim Chief Financial Officer Schroeder for his presentation.

Councilmember Wanke thanked Staff for their work on the budget.

Motion by Wanke, seconded by Nelson and carried a (4-0, Yamaguchi absent) to approve the recommended actions.

3. REGULAR AGENDA:

3.a. Resolution Authorizing the Position Allocation Plan and Compensation Plan for Fiscal Year 2016-17

Fiscal Impact: To be determined

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-36, A Resolution of the City Council of the City of Placentia Authorizing the Position Allocation Plan and Compensation Plan for Fiscal Year 2016-17.

(Approved 4-0, as recommended, Yamaguchi absent)

Director of Administrative Services Pischel provided an overview on the position changes that were noted in the budget presentation.

Motion by Wanke, seconded by Green and carried a (4-0, Yamaguchi absent) vote to approve the recommended actions.

3.b. Annual Appropriations Limit (GANN Initiative) for Fiscal Year 2016-17

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the use of the County's population growth and California per capita income growth as determined by the State Department of Finance for the calculation of the Fiscal Year 2016-17 Annual Appropriation Limit; and
- 2) Adopt Resolution No. R-2016-37, A Resolution of the City Council of the City of Placentia, California, approving and adopting the Annual Appropriations Limit for the Fiscal Year 2016-17 in the amount of \$81,729,759.

(Approved 4-0, as recommended, Yamaguchi absent)

Interim Chief Financial Officer Schroeder give an overview of the City's 2016-17 GANN Limit.

Motion by Nelson, seconded by Underhill and carried a (4-0, Yamaguchi absent) vote to approve the recommended actions.

3.c. Establishment of Residential Permit Parking Zone on Placentia Avenue

Fiscal Impact: There is a minimal fiscal impact associated with the recommended action. The estimated cost to purchase and install the parking restriction street signs is approximately \$1,500 which will be offset by the revenue collected from eligible residents for the new parking permits. The cost to enforce the parking restrictions will be offset by parking citation revenues collected.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-38, A Resolution of the City Council of the City of Placentia, Prohibiting Vehicle Parking and Authorizing the Establishment of Preferential Parking Privileges for Residents Residing on Placentia Avenue between Ruby Drive and the northern City limit.

(Approved 4-0, as recommended, Yamaguchi absent)

Public Works Manager Estevez presented an overview of the proposed residential permit parking zone on Placentia Avenue as a result of the overflow of parking in this area and stated that this item has been presented to the Traffic Safety Commission with no objections.

Motion by Nelson, seconded by Underhill and carried a (4-0, Yamaguchi absent) vote to approve the recommended actions.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmembers Nelson and Underhill expressed their condolences to the family of Jerry Jones.

TENTATIVE AGENDA FORECAST

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

- Agreement with St. Jude Hospital to accept a Restricted Project Grant to Prevent and Reduce Obesity
- Professional Services Agreement for Parking Structure Design

- Professional Services Agreement for Parking Management Plan
- Professional Services Agreement for Old Town Sewer Rehabilitation Project
- Professional Services Agreement for Sewer System Master Plan Update

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:50 p.m. to July 12, 2016 at 5:30 p.m. in memory of James Sims, retired Placentia Fire Chief and WWII Veteran, Gerald "Jerry" Jones, Placentia property and business owner, and Victims and Families of the Orlando Florida Tragedy.

CRAIG S. GREEN
MAYOR PRO TEM/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
ADJOURNED REGULAR MEETING MINUTES
July 12, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS: None

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.

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

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; Assistant City Attorney/Authority Counsel Yolanda Summerhill; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

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

Director of Community Services Gonzalez, thanked City Council for their continued support and recognized Recreation and Parks Commissioners and Community Services Staff in attendance. She presented a video to Council that provided an overview on all community services summer events.

Mayor Yamaguchi presented Director of Community Services Gonzalez and Community Services Staff in attendance with a proclamation declaring the month of July as National Parks and Recreation Month.

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

Mr. McGee presented a check to the City in the amount of \$15,000 which will go towards the Summer Movies in the Park series and the Placentia Community Foundation.

Mayor Yamaguchi and Director of Community Services Gonzalez thanked Republic Services for their donation to the City.

CLOSED SESSION REPORT:

Assistant City Attorney/Agency Counsel Yolanda Summerhill reported that the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced the following new City Employees: Placentia Police Department Property Technician Lauren Hoply, Public Works Maintenance Worker Felipe Perez, and Interim Finance Services Manager Rafaela King. He announced the upcoming 2016 General Municipal Election on November 8, 2016 for the purpose of filling three (3) seats on the City Council and one (1) for the City Treasurer and nomination papers will be available at the City Clerk's Office starting Monday, July 18, 2016 through Friday, August 12, 2016. The Placentia Community Foundation will be conducting a Grant Summit on Monday, July 18th from 6:30 p.m. to 8:00 p.m. at the Whitten Center. He noted that the upcoming item at City Council meeting on July 19, 2016 would be a result of a settlement agreement entered into with the Mexican-American Legal Defense and Education Fund (MALDEF) regarding district elections. He noted that the City will place a measure on the November 2016 Election Ballot to change the City's voting from an at-large voting system to by-district voting system.

ORAL COMMUNICATIONS:

Katie Wickoff, resident, expressed her concerns regarding her neighbor placing security cameras on the perimeter of their home at which one of the cameras look directly onto her backyard area. She noted that she has been contacted with the Placentia Police Department but was unsuccessful because there is no law that prohibits their neighbor from putting up cameras. She noted that they were wanted to build a wall but the City has stated that they cannot keep it up and requested for Council to assist with this issue.

Dwayne DeRose, resident, expressed his support of the Placentia Metrolink Platform and that he attended the Orange County Transportation Authority representing the Placentia Chamber of Commerce to discuss the Placentia Metrolink Station.

Dennis Blake, Downtown Merchants Association Representative, thanked Council for their work with the Placentia Metrolink Station.

Sandra Chavez, resident, expressed her concerns regarding the empty lot located at 1633 Paolma Avenue that is not in the greatest condition and is not kept up.

City Administrator Arrula announced that the item Sandra Chavez is speaking of is a Planning Commission item and their meeting is being held in the Placentia City Hall Community Meeting Room.

Blake Montero, resident, congratulated Council and Staff for their work on the Placentia Metrolink Station. He noted that he doesn't think the Transit-Oriented Development (TOD) will pay back the tax payer fast enough and requested Council to review the TOD plan.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmembers Nelson and Underhill congratulated Lieutenant Richard Pascarella and Lieutenant Eric Point on their promotion to Captain that will take place tomorrow in the City Council Chambers at 3:00 p.m.

Councilmember Wanke congratulated the Lieutenants on their promotion to Captain, and thanked the Board Members from the Orange County Transportation Authority (OCTA) for their assistance with the Placentia Metrolink Station.

Mayor Pro Tem Green noted that he attended the OCTA Board meeting regarding the Placentia Metrolink Station and congratulated Lieutenant Richard Pascarella and Lieutenant Eric Point on their promotion to Captain.

Mayor Yamaguchi congratulated Lieutenant Richard Pascarella and Lieutenant Eric Point on their promotion to Captain and thanked Community Services Staff for all their hard work in the Summer Programs.

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

Motion by Wanke, seconded by Green and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.e. with Yamaguchi abstaining on item 1.b.

- 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.
(Approved 4-0, as recommended, Yamaguchi abstained)

- 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.

(Approved 5-0, as recommended)

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.

(Approved 5-0, as recommended)

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.

(Approved 5-0, as recommended)

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.

(Approved 5-0, as recommended)

City Administrator Arrula provided a brief overview of the item and noted that the City has been working with Orange County Transportation Authority (OCTA) to design and construct a Metrolink Station and Parking Structure. He noted that due to the high cost for the construction of a parking structure, the City put together a proposal to seek an additional \$3 million dollars from OCTA to build the necessary structure and was successful. City Administrator Arrula recommended the approval of the Cooperative Agreement between the City and OCTA for the design and construction of the Placentia Metrolink Commuter Rail Station and Parking Structure and thanked the Placentia Chamber of Commerce, the Merchants, and California State Fullerton for their support.

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

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.

(Approved 5-0, as recommended)

Acting Public Works Director Estevez provided a brief overview of the item noting that the City had awarded an agreement to BakerNowicki in 2011 for the plans and specifications for the Metrolink Station Parking Structure to a 90% completion level and was put on hold. He noted that approving this item tonight allows the City to enter into an agreement for BakerNowicki to complete the improvements and technical specifications to a 100% completion level in order for OCTA to solicit bids for parking structure construction.

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

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.

(Approved 5-0, as recommended)

Acting Public Works Director Estevez provided a brief overview of the item noting it is to approve an agreement with Nelson/Nygaard Consulting Associates to prepare and complete the Parking Management Plan as required in the OCTA agreement.

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

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Wanke requested a report from the City Attorney's Office regarding information related to the alleged embezzlement that may have been confidential and disclosed inappropriately to the public and asked to get a report on the guidelines for confidential information within the City and possible remedies for the City.

Mayor Yamaguchi requested for Staff to research on what neighboring communities are doing to address and/or regulate security cameras in residential zones.

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:54 p.m. to July 19, 2016 at 5:30 p.m.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
July 19, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

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

ABSENT: None

ORAL COMMUNICATIONS: None

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 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant Exposure to Litigation: (2 Cases)
2. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA) and Placentia Police Management Association (PPMA)
3. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Christian Bettenhausen, City Attorney
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA) and Unrepresented Employees

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

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

ROLL CALL:

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

ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Placentia Boy Scout Troop 723

PRESENTATIONS:

- a. **ACC-OC Division Golden Hub of Innovation Award Presentation for the City of Placentia Electric Vehicle Fleet Project**

Recipient: City of Placentia

Presenter: Heather Stratman, Chief Executive Officer, Association of California Cities – Orange County

Heather Stratman, Chief Officer from the Association of California Cities, presented the City with a Golden HUB of Innovation Award for the City's Electric Fleet Project

- b. **Present City Tile to St. Jude**

Recipient: Barry Ross, Vice President of Healthy Communities and Tracy Bryars, Healthy Communities Initiative Manager

Presenter: Mayor Yamaguchi

Mayor Yamaguchi on behalf of City Council, presented Barry Ross with the City Tile for their generous partnership with the City of Placentia.

Mr. Ross, on behalf of St. Jude Medical Center, thanked the City for the honor and recognition and stated that St. Jude looks forward to continuing to partner with the City.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported that the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced the Taste of the Town Event on July 21, 2016 from 4:00 p.m. to 8:00 p.m. at Tri-City Park hosted by the Placentia Chamber of Commerce; the Movies in the Park series on July 22, 2016 at the Champions Sports Complex beginning at dusk; and National Night Out Event on August 2, 2016 at Placentia Town Center from 5:30 p.m. to 8:00 p.m. He noted that Council anticipates City Council meetings going dark for the month of August and will resume September 6, 2016.

City Administrator Arrula introduced the City's Fraud and Waste Hotline noting that the purpose of the fraud hotline system is to offer the City's residents, employees, contractors, and any other party an avenue to report. He stated that a live demonstration of the fraud hotline would be available via the City's website tomorrow.

ORAL COMMUNICATIONS:

Blake Montero, resident, expressed his concerns regarding the District Voting Ballot Measure noting the residents of Placentia should be the ones to decide the district lines and not Council.

Jeff Buchanan, resident, expressed his concerns regarding the City's tree trimming services and requested for Council to include residential streets in the agreement since they haven't been taken care of since 2012.

Peggie Yamaguchi, resident and Neighborhood Watch Board Member, commented that this is the third consecutive year that the Placentia Neighborhood Watch (non-profit organization) has been omitted from the Placentia National Night Out Flyer. She noted that she has spoken to City Staff regarding this issue and was told that the Neighborhood Watch was not part of the Police Department. She requested for Council to assist with this issue and invited them to attend their next board meeting.

City Administrator Arrula noted that he will work with Interim Chief of Police Lowenberg and Command Staff to resolve this issue.

Dwayne DeRose, resident and Chamber of Commerce Representative, announced the upcoming Fun in the Sun Golf Tournament on July 24, 2016 at 1:00 p.m. at the Alta Vista Golf

Course and Recognition Breakfast at the Alta Vista Country Club on July 28, 2016 for Police, Fire, and Emergency Services.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Nelson, congratulated Staff on the Golden HUB Award and asked for a moment of silence to recognize events that have taken place in Dallas and Baton Rouge, and reminded residents to thank the Police Force for their services to the community.

Councilmember Underhill commented on the safety of police officers. She provided an update on the recent mosquito issue noting that the West Nile Virus has been detected in the City of Yorba Linda and urged residents to be cautious.

Councilmember Wanke expressed his gratitude and support for all local law enforcement across the country and requested for blue lights to be lit around the City Hall building as a sign of support. He requested for Staff to look into the costs of adding residential tree trimming services to the current agreement.

Mayor Pro Tem Green commented that the City has received two (2) requests to upgrade the following areas for an Eagle Scout Project: City Hall Outdoor Patio and the Police Motorcycle Area. He requested for Staff to work with the Neighborhood Watch Members and thanked all local law enforcement individuals for their services to the communities.

Mayor Yamaguchi congratulated the Police Captains on their promotion and thanked them for their services to the community. He announced the grand opening of the Gomez Center Community Center and Los Niños Park Pools and outdoor fitness equipment. Mayor Yamaguchi inquired if there were any procedures in place for inclement weather during the Annual Heritage Parade and Festival. He invited residents to apply for City Commissions and Committees.

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

Motion by Nelson, seconded by Wanke and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.m. with Yamaguchi abstaining on item 1.b.

- 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 19, 2016**
Check Register
Fiscal Impact: \$371,571.01

City Fiscal Year 2016-17 Register for July 19, 2016
Check Register
Fiscal Impact: \$34,704.08

Electronic Disbursement Register
Fiscal Impact: \$144,270.83

Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Approved 4-0, as recommended, Yamaguchi abstained)

- 1.c. **Agreement with St. Jude Hospital to Accept a Restricted Project Grant to Prevent and Reduce Obesity**
Fiscal Impact: Expense: \$65,000
Revenue: \$65,000 (St. Jude Grant)
Recommended Action: It is recommended that the City Council:
1) Approve Restricted Project Grant Agreement with St. Jude Hospital to accept a \$65,000 Restricted Project Grant to prevent and reduce obesity; and

- 2) Authorize the City Administrator or designee to execute all necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)

1.d. **Acceptance of Deed Agreements with the Orange County Transportation Authority for the Kraemer Boulevard Grade Separation Project**

Fiscal Impact: Expense: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the two (2) right-of-way grant deeds, two (2) public utility easement deeds, and wall foundation easement deed for the Project; and
- 2) Authorize the Mayor to sign the Certificate of Acceptance for the grant deeds, and easement deeds on behalf of the City; and
- 3) Direct the City Clerk to endorse the grant deeds and public utility easement deeds which embodies the acceptance of said right-of-ways and easements, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.

(Approved 5-0, as recommended)

1.e. **Acceptance of Deed Agreement with the Orange County Transportation Authority for the Placentia Avenue Grade Separation Project**

Fiscal Impact: Expense: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the attached right-of-way grant deed and storm drain and footing easement deed for the Project; and
- 2) Authorize the Mayor to sign the Certificate of Acceptance for the right-of-way grant deed, and storm drain and footing easement deed on behalf of the City; and
- 3) Direct the City Clerk to endorse the right-of-way grant deed and storm drain and footing easement deed which embodies the acceptance of said right-of-way and easement, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.

(Approved 5-0, as recommended)

1.f. **Professional Services Agreement for Old Town Sewer Rehabilitation Project**

Fiscal Impact: Expense: \$148,395

Budgeted: \$150,000 Fiscal Year 2016-17 Capital Improvement Program Budget (Sewer Funds)

No General Fund monies will be utilized on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Dudek, Inc., to prepare the engineered plans and bid specifications for the Old Town Sewer Rehabilitation Project; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Amendment No. 1 to Professional Services Agreement with West Coast Arborists, Inc. for Tree Trimming Services**

Fiscal Impact: Expense: \$120,000 Tree Trimming Services

Budgeted: \$120,000 Fiscal Year 2016-17 Operating Budget (General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with West Coast Arborists, Inc. extending the existing agreement to provide tree trimming services for an additional one-year term ending June 30, 2017; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

- 1.h. **Amendment No. 2 to Professional Services Agreement with Siemens Industry, Inc. for Traffic Signal Maintenance Services**
Fiscal Impact: Expense: \$105,000 Traffic Signal Maintenance Services
Budgeted: \$105,000 Fiscal Year 2016-17 Operating Budget (Gas Tax) No General Fund monies will be utilized for these services.
Recommended Action: It is recommended that the City Council:
1) Approve Amendment No. 2 to Professional Services Agreement with Siemens Industry, Inc. extending the existing agreement to provide traffic signal maintenance services for an additional one-year term ending August 20, 2017; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.i. **Professional Services Agreement with Dudek, Inc. for Sewer System Master Plan Update**
Fiscal Impact: Expense: \$253,455
Budgeted: \$255,000 Fiscal Year 2016-17 Capital Improvement Project Budget
No General Fund Monies will be used on this project
Recommended Action: It is recommended that the City Council:
1) Approve the Professional Services Agreement with Dudek, Inc., to complete the Sewer System Master Plan Update; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.j. **Resolution Authorizing Criminal History Information From Department of Justice for implementing additional LiveScan services**
Fiscal Impact: Expense: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2016-39, A Resolution of the City Council of the City of Placentia authorizing City officials access to criminal background history information needed to evaluate eligibility of applicants for employment, or volunteers.
(Approved 5-0, as recommended)
- 1.k. **Lease for Canon Copier Machines**
Fiscal Impact: Not to Exceed \$13,000 a year
Recommended Action: It is recommended that the City Council:
1) Approve a five year Lease Agreement with Canon Solutions America in the amount of \$64,802.40, with a not to exceed amount of \$13,000 a year; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.l. **Response to 2015-16 Grand Jury Report, "Drones: Know Before You Fly."**
Fiscal Impact: Expense: None
Recommended Action: It is recommended that the City Council:
1) Authorize the Mayor to execute the letter to the Presiding Judge of the Superior Court, that responds to the findings and recommendations to the 2015-16 Orange County Grand Jury Report entitled, "Drones: Know Before You Fly."
(Approved 5-0, as recommended)

1.m. **Designation of Voting Delegate for the 2016 League of California Cities Annual Conference**

Fiscal Impact:

Recommended Action: It is recommended that the City Council:

- 1) Appoint Councilmember Scott Nelson as delegate to represent the City at the League of California Cities Annual Conference 2016; and
- 2) Appoint Mayor Jeremy Yamaguchi as alternate to represent the City at the League of California Cities Annual Conference 2016.

(Approved 5-0, as recommended)

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **Consideration of a Resolution of the City Council of the City of Placentia, California Calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2016 for the election of certain officers as required by the provisions of the charter and for the submission to the voters of a question relating to amending the Charter to establish by-district elections for the City Council and additional actions in support thereof.**

Fiscal Impact: Approximately \$44,000 for the General Election \$20,000 in MALDEF Attorney fees associated with Settlement Agreement. These items have been budgeted in the Fiscal Year 2016-17 General Fund Budget

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-40, A Resolution Of The City Council Of The City Of Placentia, California, Calling For The Holding Of A General Municipal Election To Be Held On Tuesday, November 8, 2016, For The Election Of Certain Officers As Required By The Provisions Of The Charter And For The Submission To The Voters Of A Question Relating To Amending The Charter To Establish By-District Elections For The City Council; and
- 2) Adopt Resolution No. R-2016-41, A Resolution of the City Council of the City of Placentia, California, requesting the Board of Supervisors of the County of Orange to Consolidate a General Municipal Election held on Tuesday, November 8, 2016 with the Statewide General Election held on the same date pursuant to Elections Code Section 10403; and
- 3) Adopt Resolution No. R-2016-42, A Resolution of the City Council of the City of Placentia, California, setting priorities for filing written arguments regarding a City measure and directing the City Attorney to prepare an impartial analysis; and
- 4) Adopt Resolution No. R-2016-43, A Resolution of the City Council of the City of Placentia, California, providing for the filing of rebuttal arguments for City measures submitted at municipal elections; and
- 5) Adopt Resolution No. R-2016-44, A Resolution of the City Council of the City of Placentia, California, adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, November 8, 2016.

(Approved 5-0, as recommended)

City Administrator Arrula presented a powerpoint presentation regarding the item including calling the election, background on Mexican American Legal Defense Education Fund (MALDEF) demand letter for district voting, terms of settlement, and the ballot measure.

City Attorney Bettenhausen noted that the City of Placentia received a letter from MALDEF alleging the City's at large system for election violates the California Voting Rights Act. He noted that they decided it was in the best interest of the City and the community to place it on the ballot to let the community decide whether to change the current at large voting system to

district elections. He noted that there will be a public process to allow the community to comment.

Councilmember Nelson noted that he is in favor of the community being able to decide and approve the district boundary lines.

City Attorney Bettenhausen noted that some cities have spent millions of dollars on the issue, and the City is approaching this issue in the proper manner.

Following a discussion, motion by Yamaguchi, seconded by Underhill and carried a (5-0) vote to approve the recommended actions.

3.b. **Professional Services Agreement with the Pun Group, Certified Public Accountants, for Auditing Services for Fiscal Years 2015-2016, 2016-2017, and 2017-2018**

Fiscal Impact: \$68,000 Fiscal Year 2016-2017 Budgeted
\$70,040 Fiscal Year 2017-2018
\$72,142 Fiscal Year 2018-2019

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with The Pun Group, Inc. for auditing services for Fiscal Years 2015-2016, 2016-2017 and 2017-2018 with the option for two additional one-year term extensions at the discretion of the City Council; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Interim Chief Financial Officer Schroeder provided a brief overview on the item noting that the City sent out twenty-one Request for Proposals and received 5 responses. He noted that the Financial Audit Oversight Committee interviewed two (2) of the auditing firms and recommends approval of the Pun Group for the City's auditing services.

Financial Audit Oversight Committee (FAOC) Member Dwayne DeRose commented that the interviews took place during a FAOC public meeting.

Ken Pun, The Pun Group Managing Partner, commented that he is confident they can help the City rebuild public trust.

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

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Nelson requested for Staff to review the Tree Trimming Services contract and costs associated with residential tree trimming and prevailing wages.

Councilmember Wanke noted that at the last City Council meeting he requested for the City Attorney to prepare a report for the City regarding confidentiality in closed session and remedies to violations, if there were any.

Mayor Pro Tem Green requested for Staff to find funding sources to extend the hours of the pool.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:31 p.m. to August 2, 2016 at 5:30 p.m.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
September 6, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS: None

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: 480 S. Placentia Avenue APN: 339-443-03
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of Payment
2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of the Payment
3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of the Payment
4. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 3
5. Pursuant to California Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
City of Placentia v. Ng Kan Hoi; et al., Case No. 30-2015-00826619
6. Pursuant to Government Code Section 54956.9(d)(4)
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant Exposure to Litigation: (1 Case)

Councilmember Wanke arrived at 6:00 p.m.

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

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

ROLL CALL:

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

ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Pastor Karen Tannheimer, Placentia United Methodist Church

PLEDGE OF ALLEGIANCE: Placentia Boy Scout Troop 723

PRESENTATIONS:

- a. **Recognition of Placentia Pony Baseball Team "The Bulldogs" for Winning the Pony Baseball World Series 11U Championship**

Recipients: Placentia Pony Baseball Team "The Bulldogs"

Presenter: Mayor Yamaguchi

Mayor Yamaguchi introduced Director of community Services Gonzalez and Heritage Committee Chair Janice Lacher.

Heritage Committee Chair Lacher announced the Placentia Pony Baseball Team "The Bulldogs" will be the Honorary Grand Marshalls at the upcoming Annual Heritage Festival and Parade.

Mayor Yamaguchi and Director of Community Services Gonzalez presented certificates of recognition to the following Placentia Pony Baseball Team Members: Nicolas Gallardo, Evan Rolbiecki, J.J. Conrad, Garvey Rumary, Blake Thomas, Nicco Nicoletti, Matthew Morrell, Luca Fava, Mason Smith, Joshua Pugh, Jayden Flaig, Coach Jason Nicoletti, and Coach Dan Rolbiecki.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported that the Council/Agency met in closed session to discuss items listed on the agenda and Councilmember Wanke arrived after the discussion of closed session item 3. Mr. Bettenhausen recused himself from closed session item 6 and there was nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced the new Director of Development Services Joseph Lambert; the Patriot's Dan Candlelight Ceremony hosted by the American Legion Auxiliary Placentia Unit 277 on Sunday, September 11, 2016 at 7:00 p.m.; the Community Emergency Response Team (CERT) Training Program beginning September 13, 2016; and the Dog Walker Watch Event on September 16, 2016 has been cancelled. He noted in regards to the recent embezzlement of public funds, the City has submitted an insurance claim.

WRITTEN COMMENTS:

City Clerk Melia announced that the City Clerk's Office received written correspondence from Mr. Stephen Wontrobski asking that we include it in the records of tonight's Council meeting. There are a total of ten (10) letters from January 29, 2016 through August 31, 2016 addressing a variety of issues concerning the Orange County Fire Authority.

ORAL COMMUNICATIONS:

Leah Skinner, resident, requested for the City to place two (2) upcoming events on the City's website calendar: the Grand Opening Ribbon Cutting event for EyeCare Vision Optometry on

September 8, 2016 at 4:00 p.m. and the Ribbon Cutting event for the Placentia-Linda Hospital Re-Opening Medical/Surgical Unit on September 15, 2016 at 5:00 p.m.

Jeff Buchanan, resident, expressed his concerns regarding consent calendar item 1.d. regarding the fiscal impact listed on the agenda. He noted that he would like to meet with all the candidates running for a seat on City Council and City Treasurer.

Yuvia Paz, resident, requested for the City to add speed bumps in the La Jolla area for community safety.

B. Hamer, resident, expressed her concerns regarding the location of the dip sign on Madison Avenue noting the sign was nowhere near the actual dip in the road. She noted that she made a report with the Placentia Police Department because there was damage to her vehicle and inquired why the dip in the road has not been fixed. Ms. Hamer submitted pictures to City Council.

Joshua Correa, resident, spoke on the safety enhancements needed in the La Jolla area and noted that a petition has been circulated in the La Jolla area on this subject. He spoke on the recent incident that claimed three lives in the La Jolla area. Mr. Correa submitted documents to City Council on the locations of the City that need to be updated and a petition.

City Administrator Arrula noted that Staff will be meeting with Mr. Correa and any concerned parties regarding the location to hear their concerns and discuss possible solutions.

Todd Dang, 10-unit apartment owner, expressed his condolences to the recent incident that claimed three lives in the La Jolla area and requested for the City to look into adding speed bumps in the La Jolla area to slow down traffic.

An Anaheim resident read a poem on behalf of the woman and children that passed away in the La Jolla area and requested for the City to look into adding speed bumps and signs in that area.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Wanke requested for Staff to conduct a speed survey in the La Jolla area to determine if the City needs to lower the speed limit and/or add speed bumps and lights. He noted that he and Councilmember Nelson attended the ICSC Conference in San Diego.

Councilmember Nelson expressed his condolences to the family and friends of the Ledesma Family. He congratulated the Placentia Pony "Bulldog" Baseball Team.

Mayor Pro Tem Green noted that at the Orange County Fire Authority meeting they approved a four-year contract with the union and there will be an increase each year. He thanked the Boy Scout Troop 723 for the flag ceremony.

Mayor Yamaguchi thanked all who spoke during public comments on the recent incident that claimed the lives of three people in the La Jolla area noting that Council stands unified to work together as a community and will look into their concerns. He thanked the Placentia Library for hosting a Reading Celebration in August, and thanked the Neighborhood Services Department partnering with the Lions Club on providing over 100 backpacks to the community. He congratulated the Placentia Pony "Bulldog" Baseball Team.

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

Motion by Wanke, seconded by Nelson and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.g. with Yamaguchi removing item 1.d. for separate discussion, Councilmember Nelson removing items 1.e. and 1.g. for separate discussion and Yamaguchi abstaining on item 1.b.

- 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 September 6, 2016**
Check Register
Fiscal Impact: \$1,132,741.74
- Electronic Disbursement Register**
Fiscal Impact: \$21,231.22
- City Fiscal Year 2016-17 Register for September 6, 2016**
Check Register
Fiscal Impact: \$1,760,603.02
- Electronic Disbursement Register**
Fiscal Impact: \$1,773,356.66
- Recommended Action: It is recommended that the City Council:
 1) Receive and file.
(Approved 4-0, as recommended, Yamaguchi abstained)
- 1.c. **Approval of Final Map 17775, for Ten (10) Unit Condominium Project Located on Spruce Street, West of Van Buren Street- Villa Picae LLC**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Approve a final map for Tract 17775, subject to review and approval by the County Surveyor, and conditionally accept the offers of easement dedication for emergency access; and
 2) Authorize the City Clerk to sign the final map; and
 3) Authorize the Mayor and City Clerk to execute three (3) Subdivision Improvement Agreements, in a form approved by the City Attorney; and
 4) Accept the Subdivision Improvement Bonds securing the onsite grading improvements, public improvements, and survey monumentation accompanying the Subdivision Improvement Agreement per the Subdivision Map Act.
(Approved 5-0, as recommended)
- 1.d. **Acceptance of Construction Work and Notice of Completion for City-Wide Pedestrian Accessibility Project Phase IV Project 2016-34**
Fiscal Impact: Expense: \$78,092
 Offsetting Revenue: \$50,000 Community Development Grant Funds
 \$35,000 Fiscal Year 2015-16 General Fund
 Operating Budget
- Recommended Action: It is recommended that the City Council:
 1) Accept the work performed by EBS General Engineering, Inc., for construction of the Pedestrian Accessibility Project Phase IV in the total amount of \$78,092; and
 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.
(Approved 5-0, as recommended)

City Administrator Arrula clarified that the project came under budget.

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

1.e. **Resolution for Grant Funds for the Environmental Cleanup, Tier 1 Grant Program under the Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Insert Project Phase 3**

Fiscal Impact: Expense: Total Matching Requirement: \$66,700
\$ 50,974 Storm Drain Construction Fund
\$ 10,354 General Fund
\$ 5,372 CalRecycle Used Oil Payment Program Funds

Revenue: \$200,000 OCTA M2 Environmental Cleanup Grant

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-45, A Resolution of the City Council of the City of Placentia, California authorizing an application for funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project Phase 3; and
- 2) Authorize the City Administrator, or his designee, to execute all documents necessary for securing the grant funding, subject to City Attorney approval.

(Approved 5-0, as recommended)

City Administrator Arrula clarified that the City had received more grant funds from OCTA than they had received in the past.

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

1.f. **Agreement with Public Safety Systems Incorporated for Software Support for CAD/RMS Systems**

Fiscal Impact: Expense: \$94,540.00 Software Support for CAD/RMS Systems
Fiscal Year 2016-17 Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the Software Support Agreement with Public Safety Systems Incorporated for an amount not to exceed \$94,540.00 for Fiscal Year 2016-17; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney; and
- 3) Approve Resolution No. R-2016-46, A Resolution of the City Council of the City of Placentia, California authorizing a Budget Amendment in Fiscal Year 2016-17 in the amount of \$9,000 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

(Approved 5-0, as recommended)

1.g. **Agreement with All City Management Services for Crossing Guard Services**

Fiscal Impact: Expense: \$54,463.50 Crossing Guard Services
Budgeted: \$54,500.00 Fiscal Year 2016-17 Operating Budget
(General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve the agreement with All City Management Services for an amount not-to-exceed \$54,463.50 for Fiscal Year 2016-17; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

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

2. **PUBLIC HEARING:** None

3. REGULAR AGENDA:

3.a. **Eagle Scout City Hall Outdoor Patio Renovation Project**

Fiscal Impact: None: All Funds for the Project Raised Through Private Donations; Waiver of Plan Check and Permit Fees and In-House Staff Support

Recommended Action: It is recommended that the City Council:

- 1) Approve the Eagle Scout City Hall Outdoor Patio Project at the Civic Center; and
- 2) Waive all plan check and permit fees and authorize in-house staff support for this youth project; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, subject to City Attorney approval.

(Approved 5-0, as recommended)

Director of Administrative Services Pischel presented a powerpoint presentation to provide an overview of the Eagle Scout City Hall Outdoor Patio Project by Boy Scout Dylan Garner.

Dylan Garner, Boy Scout, commented that the goal of the project is to provide an outdoor break room for City Employees and that the project would take approximately two weeks.

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

3.b. **Request for Additional Appropriations for Patrol Overtime Budget to Participate in the Office of Traffic Safety Grant - "Selective Traffic Enforcement Program (STEP) for 2016-2017"**

Fiscal Impact: Expense: \$70,000.00
Offsetting Revenue: \$70,000.00

Recommended Action: It is recommended that the City Council:

- 1) Approve the acceptance of the Office of Traffic Safety grant in the form presented and direct the Chief of Police or his designee to complete the final paperwork; and
- 2) Approve Resolution No. R-2016-47, A Resolution of the City Council of the City of Placentia, California, authorizing a Budget Amendment in Fiscal Year 2016-17 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

(Approved 5-0, as recommended)

Captain Point noted in order to enhance their Traffic Safety Operations, the Police Department is requesting approval of the 2016-17 Office of Traffic Safety (OTS) STEP Grant. Captain Point stated that the Placentia Police Department has participated in OTS Grants for several years but are required to apply each year.

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

3.c. **Annual Appointments to Fill Vacancies on Various City Commissions and Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Schedule interviews of applicants (incumbents optional) at the next regularly scheduled City Council meeting to be held on September 20, 2016 with interviews beginning at 4 p.m.; and/or
- 2) Make the necessary appointments to fill the vacancies listed below:
 - a. Economic Development Committee - 9 vacancies (5 applicants)
 - b. Financial Audit Oversight Committee - 3 vacancies (3 applicants)
 - c. Heritage Committee - 2 vacancies (1 applicant)
 - d. Planning Commission - 2 vacancies (3 applicants)
 - e. Recreation and Parks Commission - 1 vacancy (4 applicants)

- f. Senior Advisory Committee - 2 vacancies (1 applicant)
 - g. Traffic Safety Commission - 2 vacancies (1 applicant)
 - h. Veterans Advisory Committee - 2 vacancies (2 applicants); and/or
- 3) Direct Staff to continue the recruitment process and re-solicit for applicants to fill the Commission and Committee vacancies through various media outlets in the City.

(Approved 5-0, as recommended)

Director of Administrator Services Pischel provided an overview of the item noting that the City Clerk's Office has received a total of 18 applications for the vacancies on the various City Commissions and Committees and Staff requests for Council to schedule interviews or make appointments.

Mayor Yamaguchi requested that Council schedule interviews before appointing members to the City's Commissions and Committees.

Motion by Yamaguchi, seconded by Wanke and carried a (5-0) vote to continue the recruitment process and set a date for interviews including the incumbents.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Nelson requested an update on the two billboards including revenue being generated and the issue of power to the billboard locations since this is being used by many non-profits and the billboards are beneficial to our constituents.

City Administrator Arrula noted that the City has been working with Edison and an agreement has been made and construction will begin for electrical power at 360 S. Placentia. He noted that the billboard located on Melrose had no easements on the property, and the City, Edison, and Lamar will meet to come up with a solution and the best course of action for this location.

Councilmember Wanke requested an update on the proposed waste energy plant in the City of Anaheim at the next City Council meeting.

Mayor Yamaguchi requested for Staff to look into La Jolla street improvements.

TENTATIVE AGENDA FORECAST

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

- Presentation- Lamar Outdoor Advertising
- OCTA Cooperative Agreement for Placentia Avenue Rehabilitation Project
- Agreement for Court Liaison Law Enforcement Services with La Habra
- Agreement with California Forensic Phlebotomy for Forensic Blood Draw Services
- Award of Contract for EOC Renovation Project
- PARS Defined Contribution Program
- Grant Application for California Youth Soccer and Recreation Development Program
- Recognition of Radha Raman Temple Service Building Inauguration

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:17 p.m. to September 20, 2016 at 5:30 p.m. in memory of Barbara Schofield, long time Placentia resident and the Ledesma Family.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
September 20, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS: None

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 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Number of Cases: 1
2. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 3
3. **CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to Government Code Section 54957.6:
Agency Designated Representatives: Steve Pischel, Dir. Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA) and Unrepresented

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

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

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Finance Manager Rafaela King; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Mayor Yamaguchi

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

- a. **Recognition of Orange County Spelling Bee Winner Samuel Littrell**
Recipient: Samuel Littrell
Presenter: Mayor Yamaguchi

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduce the following new City Employees: Placentia Code Enforcement Officer Dan Pivaroff, Placentia Police Dispatcher Clerk David Cox, and Building Inspector Bob Burnett. City Administrator Arrula noted the two upcoming Candidates Forums: first forum hosted by the League of Women Voters on Wednesday, September 28, 2016 at 6:30 p.m. in the Placentia City Council Chambers, and the second forum will be hosted by the Chamber of Commerce on Friday, October 14, 2016 at 6:00 p.m. at the Placentia Library.

ORAL COMMUNICATIONS:

Jeff Buchanan, resident, expressed his concerns with the individuals running for City Treasurer and Councilmember Nelson previously voting no on the City Treasurer having access to view the checking account. Mr. Buchanan noted that the City needs to change the ordinance to specify that maintenance of City trees should only be done by the City.

Josh Correa, resident, thanked City Council for listening to the community at the last meeting regarding the need for speed bumps and invited everyone to weekly pastors' prayer on Wednesday mornings.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Nelson addressed his concerns with Mr. Buchanan's comments.

Councilmember Underhill noted two festivals this past weekend and urged residents to watch out for mosquitoes and cover your arms and legs.

Councilmember Wanke noted his concerns with all the recent attacks on law enforcement and requested that Staff look into whether we can arm our police officers better.

Mayor Pro Tem Green noted that he attended 9-11 memorial ceremonies and congratulated those involved on the events.

Mayor Yamaguchi announced a fundraiser golf tournament for the Wounded Warriors and expressed thanks to the Cultural Arts Commissioners for their service to the City.

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

Motion by Wanke, seconded by Green and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.h. with Yamaguchi removing 1.d. for separate discussion and abstaining from item 1.b.

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

- 1.b. **City Fiscal Year 2016-17 Register for September 20, 2016**
Check Register
Fiscal Impact: \$783,324.80

Electronic Disbursement Register

Fiscal Impact: \$425,463.06

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

(Approved 4-0, as recommended, Yamaguchi abstained)

1.c. **Professional Services Agreement with California Forensic Phlebotomy, Inc. for Forensic Blood Draw Services**

Fiscal Impact: Expense: \$11,250
Revenue: \$11,250

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with California Forensic Phlebotomy Inc. for a term ending June 30, 2017; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.d. **Resolution Amending the City's Conflict of Interest Code**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the proposed amendments to the City's Conflict of Interest Code, provide input and/or updates as necessary; and
- 2) Approve Resolution No. 2016-48, A Resolution of the City Council of the City of Placentia, California, amending the City's Conflict of Interest Code.

(Approved 5-0, as recommended)

Mayor Yamaguchi inquired the frequency of review of the City's Conflict of Interest Code and requested that Staff review every year rather than every two years the list of designated employees required to file to ensure new positions are included on the list as well as the review of disclosure categories.

Motion by Wanke, seconded by Yamaguchi and carried a (5-0) vote to approve the recommended actions and that the Conflict of Interest Code be examined during the annual Position Allocation Plan, as needed.

1.e. **Agreement for Law Enforcement Court Liaison Services with The City of La Habra**

Fiscal Impact: Expense: \$31,015
Budgeted: \$28,000 (Department Contract Services)
\$ 3,015 (Special Department Supplies)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Agreement for Law Enforcement Services Court Liaison Services with the City of La Habra for a term ending June 30, 2017; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.f. **Resolution Authorizing an Agreement with Public Agency Retirement Services (PARS) to Provide a Defined Contribution Plan for Designated Miscellaneous Employees participating in the 2%@60 retirement formula under CalPERS**

Fiscal Impact: No Net Financial Impact
Expense: \$39,000 CalPERS contributions
Revenue: \$39,000 Offset by reduction of CalPERS formula from 2%@55 to 2%@60

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution R-2016-49, A Resolution of the City Council of the City of Placentia, California authorizing the adoption of the PARS Defined Contribution Plan administered by Public Agency Retirement Services (PARS); and
- 2) Approve an Agreement for Administrative Services with PARS for a defined contribution plan; and
- 3) Authorize the City Administrator or his designed to execute all necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Cooperative Agreement with the Orange County Transportation Authority to Receive Grant Funds for the Placentia Avenue Rehabilitation Project**

Fiscal Impact: Expense: \$1,503,318
Offsetting Revenue: \$ 501,659 M2 Fairshare Funds
\$ 501,659 City of Fullerton
\$ 500,000 OCTA/FHWA Grant Funds

No General Fund dollars will be spent on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve a Cooperative Agreement with OCTA for the Placentia Avenue Rehabilitation from Chapman Avenue to Ruby Drive Project; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.h. **Acceptance of Resignations from the Cultural Arts Commission**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Sergio Hidalgo and Devon Gray from the Cultural Arts Commission; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancies on the Cultural Arts Commission.

(Approved 5-0, as recommended)

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **Approval of Plans and Specifications and Award of Contract for the Emergency Operations Renovation Project No. 2016-15**

Fiscal Impact: Expense: \$225,116.23
Revenue: \$183,000.00 Public Safety Fee Mitigation Funds
\$ 42,116.23 Asset Forfeiture Funds

No General Fund dollars will be used on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve the plans and specifications prepared by Baker Nowicki Design Studio and FBA Engineering; and
- 2) Reject the bid received from A2Z Construction as non-responsive; and
- 3) Approve a Public Works Agreement with R Dependable Construction, Inc., for construction of the Emergency Operations Center Renovation Project in the amount of \$148,742.23; and
- 4) Reject all other bids received and authorize the return of the bid bonds; and
- 5) Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$14,874, for a total construction contract not-to-exceed amount of \$163,616.23; and
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 7) Adopt Resolution No. R-2016-50, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the appropriation budgets in the capital projects fund in the amount of \$62,116.23 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

(Approved 5-0, as recommended)

Following a presentation by Public Works Manager Estevez, motion by Yamaguchi, seconded by Underhill and carried a (5-0) vote to approve the recommended actions.

3.b. **Treasurer's Report for March, April, May, June (Preliminary), and July 2016 (Preliminary)**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Treasurer's Reports for the months of March, April, May, June (Preliminary) and July 2016 (Preliminary).

(Approved 5-0, as recommended)

City Attorney Bettenhausen announced that the preliminary March through July 2016 Treasurer's Reports were withheld at his request because these were during the time that the embezzlement occurred and until we uncovered the full amount of the City's loss and completed the investigation, we did not want any inaccurate numbers released and we are comfortable that these numbers reflect what the loss was.

Interim Finance Manager Raefela King gave a summary of the preliminary Treasurer's Reports for March, April, May, June, and July 2016.

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

3.c. **Resolution Terminating the Tri-City Park Authority Joint Powers Agreement**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. 2016-51, A Resolution of the City Council of the City of Placentia, California terminating the Tri-City Park Authority Joint Powers Agreement; and
- 2) Authorize the City Administrator and/or his designee, in consultation with the City Attorney, to complete any actions necessary for the termination of the Joint Powers Agreement and dissolution of the Authority.

(Approved 5-0, as recommended)

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

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

TENTATIVE AGENDA FORECAST

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

- Active HEAL Certificate to City by California HEAL Cities Campaign
- Recognition of Radha Raman Temple Service Building Inauguration
- Grant Application for California Youth Soccer and Recreation Development Program
- Approval of Plans and Specifications and Award of Contract for Backs Community Center ADA Improvement Project

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:51 p.m. to October 4, 2016 at 5:30 p.m.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
SPECIAL MEETING MINUTES
CITY COMMISSION and COMMITTEE INTERVIEWS
September 27, 2016
5:00 p.m. – Administrative Conference Room #1
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:00 p.m.

ROLL CALL:

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

ABSENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

- a. **Interviews of applicants for various City Commissions and Committees**

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:42 p.m. to October 4, 2016 at 5:30 p.m.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
October 4, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS: None

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 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Number of Cases: 1
2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 480 S. Placentia Avenue APN: 339-443-03
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment
4. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment
5. **CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to Government Code Section 54957.6:
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA) and Unrepresented Employees.

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

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

ROLL CALL:

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

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Ciro Beltran

PLEDGE OF ALLEGIANCE: Rylen Jones

PRESENTATIONS:

- a. **Recognition of Rylen Jones for Heroic Lifesaving Actions**
Recipient: Rylen Jones
Presenter: Orange County Fire Authority and Mayor Yamaguchi

Mayor Yamaguchi presented Rylen Jones with a certificate on behalf of the City and Orange County Fire Authority Battalion Chief Blawn presented Rylen Jones with a plaque in recognition of his heroic lifesaving action.

- b. **Proclamation for Fire Prevention Week**
Recipient: Orange County Fire Authority Battalion Chief Michael Blawn
Presenter: Mayor Yamaguchi

Mayor Yamaguchi presented Orange County Fire Authority Battalion Chief Michael Blawn a proclamation for Fire Prevention Week. Battalion Chief Blawn informed the community on safety measures in recognition of Fire Prevention Week.

- c. **Active HEAL Certificate to City by California HEAL Cities Campaign**
Recipient: City of Placentia
Presenter: Kanat Tibet and Alfred Mata from Public Health Advocates

Alfred Mata, on behalf of HEAL Cities Campaign, presented the City with a certificate for achieving designation as an Active HEAL City making the City a healthier place to live.

- d. **Recognition of Radha Raman Temple Service Building Inauguration**
Recipient: Radha Raman Temple
Presenter: Mayor Yamaguchi

Mayor Yamaguchi presented representatives from the Radha Raman Temple with a certificate of recognition for their renovation of their building and parking lot. The representatives from the Radha Raman Temple thanked City Council and City Staff for all their support.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula gave an update on the proposed Anaergia Organic Waste to Energy Facility in the City of Anaheim. He announced free seasonal flu shots for adults and children will be offered at the Church of Jesus Christ of Latter Day Saints located at 210 Livingston Avenue on Friday, October 14, 2016 between 11:00 a.m. And 1:00 p.m., and the Placentia Chamber of Commerce Candidates Forum on Friday, October 14, 2016 at 6:00 p.m. In the Placentia Library.

ORAL COMMUNICATIONS:

Cathy Seeling, Placentia Family Resource Center, stated that the Family Center appreciates its partnership with the City at the Whitten Community Center and the programs they have been able to provide to the community

Amy stated they received a grant last year to expand their services to include counseling. They offer 9 different food programs and expanded tutoring programs to include high school. She stated that the Family Center is always looking for donations for the Thanksgiving baskets giveaway and their annual Gala to raise funds for the center will be held on October 20, 2016.

Leticia Gali, resident, works for Lot 318 and expressed thanks to Cathy for all her hard work. She stated that she is excited that the City is pursuing a soccer field grant so children will have a place to play.

Joshua Ayers, representing Southern California Sea Horses, stated that they partner with Lot 318 and provide soccer coaching in urban areas.

Leah Skinner, representing the Chamber of Commerce invited everyone to three ribbon cutting ceremonies Friday, October 7th at 4 p.m. Laser Island, Thursday, October 13th at 4 p.m. Stereo Brewing, and Thursday, October 20th at 4 p.m. Merus Health.

Blake Montero, resident, addressed City Council regarding his concerns on using the General Fund to buy a property that we already bought once to invest in a gas station. Mr. Montero spoke in support of the City applying for a grant to build a soccer facility. He stated that he is disappointed in the election activities involving signs.

Jeff Buchanan, resident, thanked Councilmembers Nelson and Underhill for their years of service to the City. Mr. Buchanan noted that it would be good to see on what property the Galaxy Oil station will be built.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Underhill invited everyone to the Heritage Festival.

Mayor Pro Tem Green acknowledged the years of service to the City by Councilmembers Nelson and Underhill and commented on the

Mayor Yamaguchi noted the Heritage Festival and encouraged the community to drink plenty of water and that the Orange County Fire Authority will be on hand along the parade route. He thanked everyone for their hard work on this event. Mayor Yamaguchi stated that there will be Leaders Forum at the Placentia Library on Saturday.

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

Motion by Yamaguchi, seconded by Nelson and carried a (4-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.f. with Wanke absent and Yamaguchi abstaining on item 1.b.

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

Fiscal Impact: None

Recommended Action: Approve.

1.b. City Fiscal Year 2016-17 Register for October 4, 2016

Check Register

Fiscal Impact: \$2,160,468.40

Electronic Disbursement Register

Fiscal Impact: \$501,759.19

Recommended Action: It is recommended that the City Council:

1) Receive and file.

(Approved 4-0, as recommended, Yamaguchi abstained)

- 1.c. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Founders Society Three Special Events Scheduled for Thursday, December 1, and Sunday, December 4, 2016 and Sunday, April 30, 2017**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. 2016-XX, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society three special events scheduled for December 1, and December 4, 2016 and April 30, 2017.
(Approved 4-0, as recommended)
- 1.d. **Successor Agency Staffing Support Services**
Fiscal Impact: Expense: \$25,000
 Offsetting Revenue: \$25,000 (Successor Agency Enforceable Obligation)
 Budgeted: \$25,000 (Successor Agency Professional Services Account No.: 547525-6099)
Recommended Action: It is recommended that the City Council:
 1) Approve the Professional Services Agreement with Kosmont & Associates, Inc. dba Kosmont Companies for an amount not to exceed \$25,000; and
 2) Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.
(Approved 4-0, as recommended)
- 1.e. **Acceptance of Grant Deed Agreements with the Orange County Transportation Authority for the Tustin Avenue/Rose Drive Grade Separation Project**
Fiscal Impact: Expense: None
Recommended Action: It is recommended that the City Council:
 1) Accept three (3) right-of-way grant deeds for the Tustin Avenue/Rose Drive Grade Separation Project; and
 2) Authorize the Mayor to sign the certificate of acceptance for the grant deeds on behalf of the City; and
 3) Direct the City Clerk to endorse the grant deeds which embodies the acceptance of said right-of-ways, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.
(Approved 4-0, as recommended)
- 1.f. **Approve License/Lease Agreement with Galaxy Oil Company**
Fiscal Impact: General Fund Expenditure: \$568,000
 General Fund Revenue: \$25,000 Annual Base Rent and Royalty Payment of \$200,000-\$350,000 Annually
Recommended Action: It is recommended that the City Council:
 1) Approve Resolution R-2016-XX, A Resolution of the City Council of the City of Placentia, California, authorizing a Budget Amendment in Fiscal Year 2016-17 in the amount of \$568,000 in compliance with the City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures to comply with the Orange County Transportation Authority's Cooperative Agreement No. C-9-0864 and C-9-0412, respectfully; and
 2) Approve the Exclusive License Agreement for Operation of a Self-Service Gas and Electric Vehicle Charging Station with Galaxy Oil Company; and
 3) Find that this action is exempt from Environmental Review pursuant to Section 15061 (b)(3) of the CEQA Guidelines; and
 4) Authorize the City Administrator to execute the License Agreement on behalf of the City in a form approved by the City Attorney.
(Approved 4-0, as recommended)

City Administrator Arrula presented an overview on the history of the land and future use of the parcel.

A representative from Galaxy Oil stated that this gas station will be the first site to be able to offer three methods of payment to allow more value to the consumers.

Motion by Green, seconded by Yamaguchi and carried a (4-0) vote to approve the recommended actions.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Resolution Authorizing Submittal of Grant Application for California Youth Soccer and Recreation Development Program Related to Construction of a Soccer Field at McFadden Park**

Fiscal Impact: Expense: \$1,000,000 (State Grant Funds)
Revenue: \$1,000,000 (State Grant Funds)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, approving the Application for Youth Soccer and Recreation Development Program Grant Funds; and
- 2) Find that the project is exempt from Environmental Review pursuant to Section 15332, 15301 and 15304 of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 4-0, as recommended, Wanke absent)

Director of Community Services Gonzalez displayed a presentation on the proposed soccer field.

Motion by Yamaguchi, seconded by Green and carried a (4-0) vote to approve the recommended actions and that Staff continue seeking additional grant funding for improved lighting at McFadden Park.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Yamaguchi noted that Placentia Baskin Robbins is having a grand reopening on October 8, 2016 and will offer promotional items from 12 noon to 4:00 p.m. with the ceremonial grand opening at 1:00 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:

- Approval of Plans and Specifications and Award of Contract for Backs Community Center ADA Improvement Project
- Award of contract for Chapman Avenue Street Resurfacing Project
- Participation in the California First and YGreene PACE Financing Programs

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:24 p.m. to October 18, 2016 at 5:30 p.m. in memory of Nina Siecke, wife of Former Traffic Engineer Warren Siecke, and Hal Fisher, Retired Placentia Chief of Police.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
October 18, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Pro Tem Green called the meeting to order at 5:30 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS: None

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: APN: 346-241-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Flood Control District & Mercy Housing California
Under Negotiation: Price and Terms of Payment
2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment

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

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

ROLL CALL:

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

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Mayor Pro Tem Green

PLEDGE OF ALLEGIANCE: City Treasurer Larson

PRESENTATIONS:

- a. **Presentation- Jupiter Company Monetary Donation to the Cathy Torrez Learning Center**
Recipients: Mayor Yamaguchi and Director of Community Services Sandra Gonzalez
Presenters: Cathy Torrez Family
- b. **Proclamation Declaring October 23-31 as Red Ribbon Week**
Recipients: Placentia Police Department
Presenter: Mayor Yamaguchi

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss items listed on the agenda, Council gave direction and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced the following new employees: Parking Control Officer Oscar Chavarria, and Police Dispatcher Clerk Megan Rodriguez. City Administrator Arrula announced the Great California ShakeOut on October 20, 2016 at 10:20 a.m.; Shred Day and E-Waste Recycling Event on Saturday, October 22, 2016 from 8 a.m. to 11 a.m. at the Placentia Civic Center; and the Golden State Water Company will be hosting an open house in Placentia on Thursday, October 27, 2016 at 6:00 p.m. in the Aguirre building.

ORAL COMMUNICATIONS:

Dwayne DeRose announced that the Placentia Chamber of Commerce established an Excellence in Business Awards in addition to their 53rd annual Citizens of the year award.

Blake Montero, resident, expressed his concerns with the agenda item related to item 3.a. and questioned why the Council permitted freeway signs on a property we did not financially control.

Kevin Larson expressed his concerns with the misinformation being distributed by a PAC during election time and stated the role of a City Treasurer and that he has never supported pot shops. Mr. Larson stated that he as the City Treasurer does not vote on the business of the City but is a financial overseer not a policy maker.

Jeff Buchanan, resident, noted that Council had previously requested Staff to examine the maintenance of parkway trees in residential communities, questioned rumors regarding a possible separation agreement with Councilmember Smith's and the City's need to take a risk and move forward.

Yvonne Cureton invited everyone to the ALS Guardian Angels Racing for a Cure Car Show at Tri City Park.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Nelson thanked the Heritage Day Committee for the trophy. He stated that he does not have anything to do with the PAC and has already sent a message to them to remove his name and leave the City Treasurer's race out of their materials.

Councilmember Underhill informed everyone that the mosquito season is almost over but to still be careful and wear mosquito repellent.

Councilmember Wanke noted that the City is doing the right thing in regards to the property and the City is moving forward.

Mayor Pro Tem Green asked City Administrator Arrula to set up a meeting with Blake Montero to discuss his concerns on 3.a. and requested that the Police Department look into the status of Mr. Buchanan's VIP application. Mayor Pro Tem Green also requested Staff to look into adjusting the City ordinance regarding the maintenance of parkway trees.

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

Motion by Wanke, seconded by Nelson and carried a (4-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.d. with Yamaguchi absent

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
- 1.b. **City Fiscal Year 2016-17 Register for October 18, 2016**
Check Register
Fiscal Impact: \$1,053,728.30

Electronic Disbursement Register
Fiscal Impact: \$455,156.28
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Approved 4-0, as recommended)
- 1.c. **Approval of Plans and Specifications and Award of Construction Contract for the Chapman Avenue Street Resurfacing Project- Project No. 2016-35**
Fiscal Impact: \$196,450.56
\$200,000.00 OCTA Cooperative Agreement
No General Fund dollars will be used on this project
Recommended Action: It is recommended that the City Council:
1) Approve plans and specifications prepared by the Contract City Engineer; and
2) Award a construction contract to All American Asphalt Inc., for construction of the Chapman Avenue Resurfacing Project in the amount of \$160,227.78; and
3) Reject all other bids received and authorize the return of the bid bonds; and
4) Authorize the City Administrator to approve contract change orders up to 10% of the Public Works Agreement amount of \$16,022.78, for a total construction contract not-to-exceed amount of \$176,250.56; and
5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
(Approved 4-0, as recommended)
- 1.d. **Approval of Plans and Specifications and Award of Contract for the Backs Community Center ADA (Americans with Disability Act) Improvement Project No. 2016-18**
Fiscal Impact: Expense: \$269,350
Revenue: \$104,350 Community Development Block Grant Funds
\$165,000 Park In-Lieu Funds
No General Fund dollars will be used on this project
Recommended Action: It is recommended that the City Council:
1) Approve the plans and specifications prepared by BOA Architecture; and
2) Award a construction contract to St. George Groupe, Inc., for construction of the Backs Community Center ADA Improvement Project in the amount of \$194,450; and
3) Reject all other bids received and authorize the return of the bid bonds; and
4) Authorize the City Administrator to approve contract change orders up to \$4,190, for a total construction contract not-to-exceed amount of \$198,640; and

- 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 6) Adopt Resolution No. R-2016-55, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the appropriation budgets in the capital projects fund in the amount of \$115,000.00 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

(Approved 4-0, as recommended)

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

- 3.a. **Payment to Orange County Transportation Authority in the Amount of \$1,552,000 to Fulfill an Obligation Related to Cooperative Agreements C-9-0864 and C-9-0412 ("Payment") and Documentation of Said Payment Via An Interagency Short-Term Loan from the Sewer Maintenance Fund to the General Fund**

Fiscal Impact: Sewer Maintenance Fund Balance Transfer: \$1,552,000
General Fund Revenue: \$1,552,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2016-56, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17 in Compliance with City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures; and
- 2) Approve Resolution No. R-2016-57, A Resolution of the City Council of the City of Placentia, California, Authorizing the Execution of a Loan and Repayment Agreement Between the City's Sewer Maintenance Fund and the City of Placentia General Fund; and
- 3) Approve the Short-Term Loan and Repayment Agreement and the Purchase Money Promissory Note between the City of Placentia Sewer Maintenance Fund and the City of Placentia General Fund and authorize the City Administrator to execute the necessary documents on behalf of the City, in a form approved by the City Attorney.

(Approved 4-0, as recommended, Yamaguchi absent)

Motion by Nelson, seconded by Wanke and carried a (4-0) vote to approve the recommended actions.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Underhill stated that a result of the candidate's forum was the question on why the City doesn't look into shared police services and she would like an update.

Councilmember Wanke noted that there have been many discussions on the maintenance of city trees and he would like a comprehensive report on what the current law states and what it has been over the years.

TENTATIVE AGENDA FORECAST

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

- Participation in the California First and YGreene PACE Financing Programs
- Purchase of Dual Waste and Recycling Receptacles
- Cooperative Agreement with OCTA for the Measure M2 Project V Community Based Transit/Circulators Funding Program

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:57 p.m. to November 1, 2016 at 5:30 p.m.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 18, 2017

SUBJECT: **CONTRACT CHANGE ORDER NO. 1 AND CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AMENDMENT FOR THE PLACENTIA POLICE STATION LOBBY ADA IMPROVEMENT PROJECT NO. 2016-20**

FISCAL

IMPACT: EXPENSE: \$158,621.01

REVENUE: \$250,000 FY 2017-18 CIP BUDGET/ASSET FORFEITURE FUNDS

No General Fund dollars will be used on this project.

SUMMARY:

On April 18, 2017, the City Council awarded a public works construction contract to R Dependable Construction, Inc., (R Dependable) for construction of the Placentia Police Station Lobby ADA (Americans with Disability Act) Improvement Project No. 2016-20 (Project). Contract Change Order No. 1 is presented for the City Council's consideration and approval to construct additional improvements in the City's police station such as renovation to the men's locker room and restroom as well as new tile flooring throughout the building. Existing Asset Forfeiture Funds have been budgeted in the Fiscal Year (FY) 2017-18 Capital Improvement Program (CIP) Budget to fund the renovation to the men's locker room. A CIP budget amendment is also presented to the City Council for its consideration in order to allocate additional Asset Forfeiture Funds towards the cost of the project. No General Fund dollars will be used on this project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve Contract Change Order No. 1 in the amount of \$158,621.01; and
2. Authorize the City Administrator to execute the necessary change order documents; and
3. Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California Authorizing a Budget Amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures.

1.d.

July 18, 2017

DISCUSSION:

On April 18, 2017, the City Council awarded a public works construction contract to R Dependable for the Police Station Lobby ADA Improvement Project. The contract award amount totals \$169,000. The scope of the project entails the complete renovation of the police station lobby. This work includes reconstruction of the existing restrooms for ADA access, modification of the public counter to provide ADA access, as well as new automated sliding doors, lighting improvements, and new flooring. Work on that project has now been completed.

Included in the FY 2017-18 CIP Budget, is an allocation of \$250,000 in Asset Forfeiture Funds to complete a renovation to the police station men's locker room. That project entails removal and replacement of all the existing lockers and required electrical improvements, new lighting and t-grid ceilings, new flooring throughout as well as improvements to the restrooms and showers. In addition, the proposed change order includes new tile flooring throughout the police station and a renovation to the existing Sergeant's locker room which will be converted into an exercise gym. On July 11, 2017, City Council approved the purchase and installation of the new lockers through the locker manufacturer, McMurray Stern.

Contract Change Order No. 1 is presented to the City Council for its consideration as a means to more efficiently deliver the improvements to the men's locker room. Since R Dependable is already mobilized onsite for the lobby improvement project, the City can save re-mobilization costs and speed up the project delivery schedule for the locker room improvements by allowing R Dependable to complete the locker room improvements as well. The change order cost amount is in line with the extensive improvements planned for construction. The quality of work provided by R Dependable on the lobby project as well as the Emergency Operations Center (EOC) project has been excellent and responsive to the City's needs. As part of the initial award of contract approved by the City Council, the City Administrator was authorized to approve project contract change orders up to 10% of the contract amount, or \$16,900. Since the cost of the improvements covered under Contract Change Order No. 1 exceeds that approval limit, it is presented to the City Council for its consideration and approval.

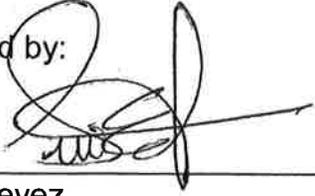
FISCAL IMPACT:

A total of \$250,000 in Asset Forefeiture dollars has been budgeted in the FY 2017-18 CIP Budget for the men's locker room project. The total cost for the locker room improvements, including the cost of the new lockers approved last week under a separate request, and all of the restroom and tile floor improvements inside the police station amounts to \$328,621.01.

Locker Room Renovation Project Budget	\$250,000.00
McMurray Stern Locker Purchase	\$170,000.00
Contract Change Order No. 1	\$158,621.01
Budget Delta	-78,621.01
Unallocated Asset Forfeiture Fund Balance Project Budget Supplement	\$80,000.00

Based on the foregoing information, Staff is requesting an additional \$80,000 in unallocated Asset Forfeiture Funds to supplement the existing project budget. As such, a CIP Budget Amendment Resolution is presented to the City Council for its review and consideration.

Prepared by:



Luis Estevez
Director of Public Works

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Contract Change Order No. 1
2. CIP Budget Amendment Resolution R-2017-XX

Contract Change Order No.1

Police Station Lobby ADA Improvement Project Project No. PW 2016-20

City of Placentia

R Dependable Construction

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

Description of work done, estimate of quantities and prices to be paid.

- 1 This Change Order provides:
 - a) Extra work identified in Exhibit A

- 2 This Change Order came about from:
 - a) Extra work was requested to complete a renovation to the Police Station Men's Locker Room and other flooring improvements

- 3 Action to be taken:
 - a) The Contractor was directed to complete the improvements for the stated not-to-exceed amount.

- 4 Compensation

a)	Adjustment of Line Items exceeding 25%	\$ -
b)	Extra work	\$ 158,621.01
d)	Credits	\$ -
Total		\$ 158,621.01

- 5 Contract Time Extension
 - a) 45 Working Days

In addition to work specified in the bid specifications, this change order includes all extra work, field adjustments and credits. This work is a City initiated change and includes all labor, equipment, materials, profit, overhead and supervision. No additional compensation will be allowed and all the improvements outlined in the attached scope of work will be completed at the stated price.

CHANGE TO CONTRACT COST:		CHANGE TO CONTRACT TIME:
Contract Amount:	\$ 169,000.00	45 Working Days
Previous CCOs:	\$ -	
Adjustment of Line Items Exceeding 25%	\$ -	
Total Extra Work	\$ 158,621.01	
Total Field Adjustments	\$ -	
Total Credits	\$ -	
Changes in Line Items:	\$ 158,621.01	
Current Contract price:	\$ 327,621.01	

Recommended: _____
Luis Estevez Director of Public Works/Project Manager City of Placentia

Approved by: _____
Damien R. Arrula, City Administrator, City of Placentia

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal, is approved, that we will provide all equipment, furnish all materials, except as may otherwise be prices shown above

Accepted: _____
Rosemary Padilla, R Dependable Construction, Inc.

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

CCO No. 1 Exhibit 'A'
Police Station Lobby ADA Improvement Project
 Owner: City of Placentia Contractor: R Dependable Construction

PCO No., EW, or CREDIT	Description	Bid	Actual	%	Comments	CREDIT	EXTRA
EW	Police Station Men's Locker Room Improvements as outlined in the attached contractor proposal and scope of work		LS	N/A	Extra work		\$ 158,621.01

Sum of Line Item Adjustments	\$ -	\$ 158,621.01
Cost of Line Item adjustments	\$ 158,621.01	

Change in Contract Cost	\$ 158,621.01
Project Cost	\$327,621.01
Sub Δ	\$ 158,621.01

R DEPENDABLE CONST INC

PLACENTIA PD CHANGE ORDER

TIME TO COMPLETE 45 WORKING DAYS

RESTROOMS

PROVIDE AND INSTALL (2) URINALS, (3) WATER CLOSETS, TOILET PARTITIONS

PROVIDE AND INSTALL (2) SINK - 116.606.AB.1 ELECTRONIC FAUCET

INSTALL (2) P-LAM COUNTERTOP 36"

PROVIDE AND INSTALL (2) MIRRORS OVER COUNTER 24" X 36"

INSTALL FULL HEIGHT TILE WALLS APPROX 416 SQ FT

DEMO 5' OF TILE WALLS AND INSTALL APPROX 416 SQ FT OF TILE

INSTALL TILE FLOORS APPROX. 169 SQ FT

REPLACE (4) LIGHTS WITH 1X4 LIGHTS

DEMO SMALL RETURN APPROX 4'

STAINLESS STEEL ON WALL APPROX 30' WITH 5 CORNERS

TOILET TISSUE DISPENSER B-2888 QTY (3)

SEAT COVER DISPENSER B-221 QTY (3)

GRAB BAR 42" B-5806 QTY (3)

PAPER TOWEL / WASTE RECEPTACLE B-4369 QTY (2)

BUILT IN SOAP DISPENSER ELKAY - LK313CR QTY (2)

PAINT CEILING APPROX 169 SQ FT

SHOWER ROOMS

DEMO 5' OF TILE WALLS

INSTALL TILE FLOORS APPROX 156 SQ FT

MAKE TWO SHOWERS IN TO ONE, ONE DOOR 5' DEMO SHOWER WALL AND MOVE PLUMBING TO SIDE WALL

REDO 1 SHOWER 24" DOOR

REMOVE LIGHTS REPLACE WITH (1) 1X4 LIGHT

PAINT WALLS

LOCKER ROOM

REMOVE CEILING

REPLACE WITH T GRID

10 LED 1X4 LIGHTS

R DEPENDABLE CONST INC

4 NEW CIRCUITS TO ACCOMMODATE EACH ROW OF LOCKERS

PROVIDE AND INSTALL TWO POWER POLES

INSTALL FLOORING TILE APPROX. 632 SQ FT

NEW 6X8 MIRROR WITH FRAME 1/4 INCH THICK - JMETAL ALL AROUND

PROVIDE AND INSTALL SONOS SYSTEM

NEW SPEAKERS FOR RED AND GREEN CHANNELS

PAINT WALLS

4 NEW REGISTERS

2 NEW RETURNS

PREP AND OVERLAY WITH CERAMIC TILE APPROX. 1700 SQ FT VARIOUS PLACES IN PD AREA

SEARGENTS ROOM

REMOVE LIGHTS AND REPLACE WITH 2 1X4 LIGHTS

PAINT WALLS & CEILING

REMOVE CARPET AND REPLACE WITH 3/8" SPORT-LOCK RUBBER TILES APPROX. 225 SQ FT

REMOVE CUBBIE, FALSE WALL AND PATCH

RESTROOM, SHOWER ROOM AND LOCKER ROOM, SERGAENT ROOM	TOTAL	LABOR 20%	OTHER ITEMS AND EXPENDITURES	BOND 3%	TOTAL
MATERIAL	61,514.00	9,227.10	10,611.17	2,440.57	83,792.83
LABOR	52,644.00	10,528.80	9,475.92	2,179.46	74,828.18
					158,621.01

RESOLUTION NO. R-2017-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2017-18 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2017-18 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2017-18, Resolution No. R-2017-xx, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account #	Amount	Type
CIP Fund	PD Lobby ADA Improve.	Public Work	333554-6185	80,000.00	Expense
CIP Fund	Trsf In from Asset Forf.	Public Work	0033-7021	80,000.00	Trsf In
Asst Forf	Trsf Out to CIP	Police Dept.	213041-8033	80,000.00	Trsf Out
Asst Forf	Fund Balance	Police Dept.	0021-3001	80,000.00	Fd Balance

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

PASSED, ADOPTED AND APPROVED this 18th day of July, 2017.

CRAIG S. GREEN, 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 18th day of July, 2017 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF ADMINISTRATIVE SERVICES
DATE: JULY 18, 2017
SUBJECT: CITY COUNCIL CHAMBERS RENOVATION PROJECT

FISCAL

IMPACT: EXPENSE: \$117,645.00
REVENUE: \$117,645.00
PUBLIC, EDUCATION AND GOVERNMENT ACCESS FUNDS
No General Fund dollars will be used on this project.

SUMMARY:

The 2017-18 Capital Improvement Program (CIP) Budget includes the renovation of the City Council Chambers (Chambers). The facility was originally constructed in 1974 and has had minimal improvements or updates since first opening. With the facility over forty (40) years in age, improvement and upgrades of the basic infrastructure are greatly needed. The proposed renovations include new wall coverings for sound attenuation, new carpet, new seating, and the refinishing of all wood and laminated wall areas. Additional improvements include upgrade of the technology and audiovisual components utilized for City Council Meetings, Commission and Committee Meetings, community presentations, and staff training. The City Council previously approved the technology and audiovisual upgrades which will be installed during the balance of the renovation project. Additional security improvements are being made to the Chambers as well (collectively, the "Project").

In an effort to manage and control the overall cost of the Project, Staff will coordinate the Project vendors. This will eliminate the additional overhead cost of a general contractor. The City has solicited proposals and bids from the various trades needed to complete the Project and is requesting approval to enter into agreements with specific vendors for each Project component. Staff will coordinate the schedule of work to be completed and include the necessary City inspections of all work prior to final approval. The total not-to-exceed cost of the Project, inclusive of contingency is \$117,645. A total of \$82,000 in Public, Education and Government (PEG) Access Funds has been budgeted in the Fiscal Year 2017-18 CIP Budget for this Project. The remaining \$35,645 will come from PEG fund balance. This action would approve a budget adjustment in the PEG Access Fund to provide for all aspects of the Project. No General Fund dollars will be expended on this Project.

1.e.

July 18, 2017

RECOMMENDATION:

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

1. Authorize the City Administrator to enter into agreements with professional vendors for the purchase and installation of carpet, chairs, wall covering and surface upgrades for the City Council Chamber Renovation Project with a total project cost of \$117,645; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$10,695 for a total project cost of \$117,645; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
4. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures to increase the budgets in the Capital Projects fund utilizing Public, Education and Government Access Funds in the amount of \$117,645.

DISCUSSION:

The scope of this Project entails the complete renovation of the Chambers located in City Hall at the Placentia Civic Center. The Chambers are part of the original facility construction in 1974 and with the exception of upgrades to some lighting, no improvements or renovations have taken place since its inception. The proposed improvements will provide for an updated facility utilizing PEG Access Funds thus eliminating the need for any General Fund support.

The renovation work includes a small amount of demolition, new wall coverings for sound attenuation, new carpet, new seating, the refinishing of all wood and laminated wall areas and security enhancements. These improvements will provide the City Council, Staff, and the community with a high quality and efficient facility for a variety of community meetings and events.

The various costs associated with this project are included in the following table:

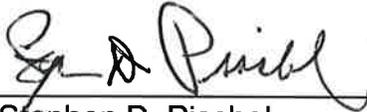
Carpet Replacement	\$10,600.00
Sound Wall Attenuation	\$34,500.00
Wood Refinishing	\$16,850.00
Seating Replacement	\$45,000.00
Project Total	\$106,950.00
10% Contingency	\$10,695.00
Project Total w/ Contingency	\$117,645.00
Current Project Budget	\$82,000.00
Additional PEG Funds Needed	\$35,645.00
Amended Project Budget	\$117,645.00

Upon City Council direction, Staff will finalize agreements with each of the necessary trade vendors for the purchase and installation of each Project component. In late July the Project will begin with the wall treatments and wood refinishing. It is anticipated that the chair and carpet installation will take place in mid-September. The Project will not only modernize the facility but create a high-quality and professional meeting environment for years to come.

FISCAL IMPACT:

A total of \$82,000 in PEG Funds has been budgeted in the Fiscal Year 2017-18 CIP Budget for this Project. There is an additional \$124,994 in available PEG Access fund balance. A budget amendment allocating \$35,645 of the fund balance is presented for City Council consideration to provide the additional funds needed to construct the Project (Attachment 1). It is important to note that utilizing City Staff to act as general contractor is anticipated to save approximately \$100,000 on the Project rather than hiring a separate design and a separate general contractor. No General Fund dollars will be utilized for this Project.

Prepared by:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



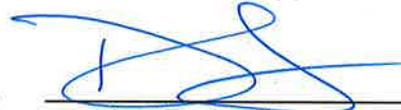
Shally Lin
Interim Finance Director

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Budget Amendment Resolution

RESOLUTION NO. R-2017-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2017-18 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2017-18 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2017-18, Resolution No. R-2017-xx, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account #	Amount	Type
CIP Fund	City Council Renovation	Public Work	333554-6185	35,645.00	Expense
CIP Fund	Trsf In from PEG Fund.	Public Work	330000-7058	35,645.00	Trsf In
PEG Fund	Trsf Out to CIP	Administration	58000-8033	35,645.00	Trsf Out
PEG Fund	Fund Balance	Administration	0058-3001	35,645.00	Fd Balance

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

PASSED, ADOPTED AND APPROVED this 18th day of July, 2017.

CRAIG S. GREEN, 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 18th day of July, 2017 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 18, 2017

SUBJECT: **NOTICE OF CANCELLATION OF EVERGREEN PERIOD OF THE REFUSE COLLECTION AGREEMENT WITH REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC**

FISCAL EXPENSE: NONE
IMPACT REVENUE: NONE

SUMMARY:

On July 20, 2010, the City entered into an agreement with Republic Waste Services of Southern California, LLC (Republic), for solid waste handling services. The City previously entered into an Amended and Restated Agreement for refuse collection with Republic's predecessor on or about February 7, 1989, which was amended on or about May 8, 1990 and August 15, 1995 (the "Original Agreement"). The current agreement has been amended every year to provide for revised residential and commercial rates. The agreement includes a twenty (20)-year evergreen period clause that automatically extends the term of the agreement to maintain a rolling 20-year term unless notice is given to Republic. This action cancels the evergreen component to the agreement and establishes a termination date.

If approved, City Staff would be directed to provide Republic with formal notice that the City is cancelling the Evergreen Period, which would remove any automatic extensions of the term. Thereafter, unless a shorter term is authorized in the Agreement or under law, the Agreement shall have a remaining term of 19 years which shall expire at midnight on November 19, 2037.

If the Evergreen Period is not cancelled, the Agreement shall continue to have a rolling twenty 20-year evergreen term.

RECOMMENDATION:

It is recommended that City Council take the following action:

1. Authorize the City Administrator to Execute the attached Notice of Cancellation of Evergreen Period for Solid Waste Handling Services with Republic Waste Services of Southern California, LLC.

1.f.
July 18, 2017

DISCUSSION:

The City previously entered into a Franchise Agreement with Republic for solid waste and recycling services on July 20, 2010. The agreement includes an evergreen period clause that automatically extends the term of the agreement unless notice is given to Republic. The City Council Recycling Subcommittee (Subcommittee) met with representatives from Republic and Staff on May 9, 2017 to discuss the proposed schedule of rates and reviewed the current agreement. During this meeting, the termination of the evergreen period in the agreement was discussed and approved by the Subcommittee. The Subcommittee's recommendation to City Council is to terminate the evergreen clause of the agreement.

An "Evergreen Period" in a contract is an automatic renewal of the stated contract term. Currently, the City's Agreement with Republic includes a twenty (20) year term, with a separate Evergreen Period which automatically extends the term by one (1) year at the end of each contract year. The effect is that the Agreement always has a rolling twenty (20) year term unless and until the City affirmatively cancels the Evergreen Period. There is explicit language in Section 6 of the Agreement that allows the City to cancel the Evergreen Period by providing Republic with written notice of that fact.

Canceling the Evergreen Period would not terminate the Agreement. The cancellation would simply start the clock running on the remaining 19 year term. Public policy favors certainty in contracts. Having a set nineteen (19) year term provides the City with more certainty, as opposed to a term that goes on indefinitely. Eliminating the Evergreen provision would also give the City the opportunity to invite and stimulate business competition, which is necessary for ensuring the City is receiving the best value when delivering services.

With the attached letter, the City is exercising its right to cancel the evergreen automatic renewal and extension provision under Section 6 of the agreement. This section provides as follows:

Section 6. Term

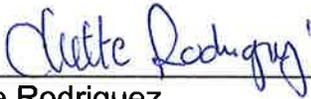
The term of this Agreement (the "Term") shall consist of and include two consecutive time periods: (A) an Initial Franchise Period of five (5) years commencing on the Effective Date and continuing until the fifth anniversary of the Effective Date; and (B) following immediately thereafter by a twenty (20) year Evergreen Period. The twenty (20) year Evergreen Period shall be extended by one (1) year on each succeeding anniversary of this Agreement (starting with the sixth anniversary of the Effective Date), unless after expiration of the Initial Franchise Period said annual automatic renewal provision is cancelled by either party in its sole discretion by notifying the other party in writing no later than 5:00 p.m. of the day that is 120 days before the anniversary date. Thus, this Agreement shall have a total initial term of twenty five (25) years, which shall convert to a twenty (20) year evergreen term at the end of the five year extension period. If notice of cancellation of the Evergreen Period is given by either party after the expiration of the Initial Franchise Period, the term of this agreement shall then be a 19 year term which will commence to run on the anniversary that occurs 120 days following the giving of such notice. This Term shall apply to all provisions under this Agreement unless this Agreement is terminated sooner pursuant to § 18 hereof, or otherwise, in which case certain provisions of this Agreement shall survive termination as provided in §§ 5 and 27.

In accordance with Section 6, the term of the Agreement will expire on November 19, 2037. In order to discontinue the automatic renewal time extensions to the existing contract, the City must provide notice to Republic Services by July 19, 2017. If notice is not given, the Agreement will continue to automatically renew each year and the City may miss the opportunity to seek out competitive rates from other service providers.

FISCAL IMPACT:

There is no fiscal impact associated with providing Republic a notice to cancel the evergreen component of the existing Agreement.

Prepared by:



Ivette Rodriguez
Management Analyst

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Notice of Cancellation of Evergreen Period

The People are the City

Mayor

CRAIG S. GREEN

Mayor Pro Tem

CHAD P. WANKE

Councilmembers:

RHONDA SHADER

WARD L. SMITH

JEREMY B. YAMAGUCHI



City Clerk:

PATRICK J. MELIA

City Treasurer

KEVIN A. LARSON

City Administrator

DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

July 19, 2017

Republic Waste Services of Southern California, LLC. **SERVED BY U.S. CERTIFIED MAIL**

Attn: General Manager
1131 North Blue Gum Street,
Anaheim, California 92806

Re: **Notice of Cancellation of Evergreen Period** - Amended, Revised and Restated Agreement for Solid Waste Handling Services, July 20, 2010

Dear General Manager,

This correspondence is Notice of Cancellation of the Evergreen Period pursuant to Section 6 of the Amended, Revised and Restated Agreement for Solid Waste Handling Services between Republic Waste Services of Southern California and the City of Placentia dated July 20, 2010 and as amended (“Agreement”).

Pursuant to Section 6, this Notice of Cancellation issued by the City of Placentia means that the Term of the Agreement shall be a 19 year Term which will commence to run on the anniversary that is 120 days following this Notice. Pursuant to Section 30.8 of the Agreement, Notice sent by U.S. Mail shall be deemed given three (3) business days from the date such notice is deposited in the United States mail. Therefore, the **Term of the Agreement shall expire at midnight on November 19, 2037** unless terminated sooner by mutual agreement or as otherwise authorized by law or this Agreement.

Thank you for your attention to this Notice. Should you wish to discuss this Notice or any related matter, please feel free to contact the undersigned.

Sincerely,
CITY OF PLACENTIA

Damien R. Arrula, City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 18, 2017

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2017-05 ADOPTING ZONE CHANGE 2017-02 TO ESTABLISH THE OLD TOWN ZONING DISTRICT AND NEW DEVELOPMENT STANDARDS FOR THE "OLD TOWN (OT)" DISTRICT**

FISCAL

IMPACT: Potential for up to \$926,000 in annual General Fund revenue and \$8.3 million in one-time restricted revenue including development impact fees. Infrastructure costs associated with the Old Town District will be funded by impact fees and annual assessments. No General Fund dollars will be utilized for the proposed District.

SUMMARY:

On July 11, 2017, a public hearing was held to consider a Zone Change and General Plan Amendment that collectively would create the Old Town District. At that meeting, the City Council adopted Resolution No. R-2017-41 which: 1) Adopted Negative Declaration 2017-02 on the project in accordance with the California Environmental Quality Act (CEQA); 2) Adopted General Plan Amendment 2017-02 to change the current land use designation to Old Town (OT) for the project area; 3) Adopted a Streetscape Master Plan with related street and public improvement standards; and 4) Adopted the Old Town Placentia Revitalization Plan. Also approved on July 11th was the first reading of Ordinance No. O-2017-05, approving Zone Change 2017-02, establishing a new zoning district and development standards for the Old Town District for the approximately 32-acre project area, which will take effect 30 days after adoption.

RECOMMENDATION:

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

1. Waive full reading, by title only, and adopt Ordinance No. O-2017-05, an Ordinance of the City Council of the City of Placentia, California Adding Chapter 23.112 entitled "Old Town Placentia Revitalization Plan Development Standards," and amending Municipal Code Section 23.08.010 to establish the OT Old Town Zoning District, and amending the Official Zoning Map of the City of Placentia, for the Old Town Placentia ("OT") District Zone.

**1.g.
July 18, 2017**

BACKGROUND:

The proposed Zone Change and General Plan Amendment, collectively, would create the Old Town District, which would include all new development standards that would be used to create entirely new mixed use and residential developments as well as quality public infrastructure that would support the area surrounding the new Station. Currently zoned C-1, C-2, and SF-C, the area is characterized by a mix of low scale downtown type uses and smaller residences, coupled with some two-story mixed use development. The Plan Area is approximately 32 acres in size and consists of 147 parcels made up of a diverse mix of commercial land uses, surrounded by residential neighborhoods to the west, east, and north. A few community churches are within and surrounding the Old Town. Community facilities include the senior center and the fire station. Many parcels are less than 5,000 square feet in size, which contributes to the small scale of the Old Town.

On July 11, 2017, City Council conducted a public hearing to consider the project related entitlements which include a General Plan Amendment, Zone Change, Old Town Revitalization Plan, related Streetscape Master Plan and adoption of a Negative Declaration for the Plan. City Council approved the project by adopting Resolution No. R-2017-41 which adopted a Negative Declaration for the project, approved General Plan Amendment 2017-02, adopted the Old Town Placentia Revitalization Plan, and a Streetscape Master Plan. City Council also approved first reading of Ordinance No. O-2017-05, approving Zone Change 2017-02, establishing a new zoning district and development standards for the Old Town District, which will take effect 30 days after adoption.

DISCUSSION:

Ordinance No. O-2017-05 will result in a Zone Change from Santa Fe Commercial (SF-C), Neighborhood Commercial (C-1), Community Commercial (C-2), and Low-Medium Density Multiple-Family (R-2) to Old Town Placentia (OT), establishing a new zoning designation for the OT District, which is an approximately 32 acre project area. The Ordinance will also codify the development standards for the new OT District while establishing the OT District as one of the various Zoning Districts designated by the Municipal Code.

ENVIRONMENTAL REVIEW:

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR), the City of Placentia, acting in the capacity of Lead Agency, adopted a Negative Declaration (ND) by adopting City Council Resolution No. R-2017-41 on July 11 2017.

CONCLUSION:

The Old Town District fulfills several goals of the General Plan Housing Element by providing opportunities for additional housing and those goals provide justification for the General Plan Amendment and related Zone Change. It also fulfills several goals of the City's Economic Development Plan, including providing more opportunities for retail sales to stay within the City.

The District Plan seeks to provide a tool to attract and enable new development within the District while creating a high-quality public and private environment surrounding the upcoming Station.

The positive effect of Metrolink passengers coupled with the convenience of living near the Station provides the foundation for establishment of the District. Leveraging this significant regional asset with the forthcoming parking structure and proposed District will serve as a catalyst to revitalize this area. Cities, more than ever, need to show economic stability and in addition to property taxes, commercial sales taxes and jobs are very important factors which contribute to a community's sustainability. As outlined above, the proposed District would provide additional annual General Fund monies which would contribute toward the City's fiscal sustainability while improving our local economy.

Prepared by:

Reviewed and approved:



Joseph M. Lambert
Director of Development Services



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance No. O-2017-05
Exhibit A: Map of Old Town Zone
Exhibit B: Old Town District Development Standards, adding Chapter 23.112 to the Placentia Municipal Code (PMC) and amending Chapter 23.08.010 of the PMC

ORDINANCE NO. O-2017-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING CHAPTER 23.112 ENTITLED "OLD TOWN PLACENTIA DEVELOPMENT STANDARDS," AND AMENDING MUNICIPAL CODE SECTION 23.08.010 TO ESTABLISH THE OLD TOWN ZONING DISTRICT, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF PLACENTIA, FOR THE OLD TOWN PLACENTIA ("OT") ZONE

City Attorney Summary

This Ordinance would add Chapter 23.112 to the City of Placentia Municipal Code creating development standards within the Old Town Placentia (OT) District, which applies to an L-shaped Planning Area that is located in the southwestern portion of the City of Placentia. The Planning Area is centered along Bradford Avenue south of Chapman Avenue and Santa Fe Avenue from Murray Street on the west to Alta Street on the east, and would amend Chapter 23.08.010 of the City of Placentia Municipal Code to establish the OT District. Additionally, adopting Chapter 23.112 results in an amendment to the Official Zoning Map of the City of Placentia.

A. Recitals.

(i). The Southern California Regional Railway Authority more commonly referred to as Metrolink, in cooperation with the Orange County Transportation Authority, is constructing a Metrolink station on the north and south side of the railroad tracks near Crowther Avenue and Melrose Street that will serve passengers commuting to/from Los Angeles Union Station through downtown Riverside and then further east to Perris. Based on initial estimates, ten (10) additional daily train trips and 530 passengers are expected to occur as a result of the Placentia Metrolink Station.

(ii) The Transit Oriented Development Institute created standards for developments which focus on land uses around transit centers, and which are typically characterized by a mix of residential and commercial uses, pedestrian orientation/connectivity, various transportation options, and reduced dependence on parking.

(iii) The City of Placentia previously adopted transit oriented develop standards ("TOD") that complement the future development around the Placentia Metrolink Station. To complement the adjacent TOD District, the City of Placentia has prepared the Old Town Placentia Revitalization Plan for the proposed Old Town District directly north of the TOD District. Implementation of the Old Town Placentia Revitalization Plan and related standards requires various City Council approvals including an amendment to the Land Use Element of the General Plan to establish the Old Town Land Use District, adding Chapter 23.112 to the Placentia Municipal Code and amending Chapter 23.08.010 of the Placentia Municipal Code to establish a new Zoning designation and development standards for properties within the Old Town boundaries and amending the Official Zoning Map of the City of Placentia, adoption of a Streetscape Master Plan that will provide standards for the development of public improvements in and around the Old Town zone, and certification of a Negative Declaration in accordance with the with the California Environmental Quality Act ("CEQA") and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations ("CCR") Section 15000 et. seq., Public Resources Code Section 21000 et. seq.

(iv.) In accordance with CEQA, an Initial Study was prepared to review and consider the environmental impacts of the Old Town. Based upon the Initial Study, on or about May 19, 2017, the City of Placentia, as lead agency, published a Notice of Intent to Adopt a Negative Declaration ("ND"). Thereafter, on or about May 23, 2017, the City of Placentia published the ND which found that the project will not have a potentially significant effect on the environment in accordance with CCR Section 15070.

(v.) On or about May 23, 2017, the City published the draft ND for a period of 20 days for public comment in accordance with CCR Section 15073.

(vi.) On or about June 13, 2017, the Planning Commission of the City of Placentia held a duly noticed public hearing and unanimously recommended to the City Council approval of the Old Town Placentia Revitalization Plan, including an amendment to the General Plan, adding Chapter 23.112 to the Placentia Municipal Code and amending Chapter 23.08.010 of the Placentia Municipal Code to establish a new Zoning designation and development standards for properties within the Old Town boundaries and amending the Official Zoning Map of the City of Placentia, Streetscape Master Plan with related standards, and adoption of a Negative Declaration for the entire project.

(vii.) The City of Placentia provided notice of the City Council's public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030.

(viii.) All other legal prerequisites to the adoption of this resolution have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

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

SECTION 2. The Negative Declaration circulated for public review contains all contents as required in CCR Section 15071. The City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. In adopting Resolution No. R-2017-XX, the City Council certified and adopted Negative Declaration 2017-02 and for the Old Town Placentia project in compliance with CEQA and the City of Placentia Environmental Guidelines.

SECTION 3. The City Council hereby amends the Official Zoning Map of the City of Placentia, maintained in accordance with the provisions of § 23.08.020 of the Placentia Municipal Code, as set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

SECTION 4. The City Council further approves an amendment to the City of Placentia Municipal Code by amending Chapter 23.08.010 and adding Chapter 23.112 entitled "Old Town Placentia Development Standards" as set forth in Exhibit "B".

SECTION 5. The City Council finds, in accordance with the requirements of Section 23.96.040 ("Amendments") of the Placentia Municipal Code, that the proposed amendment to the municipal code will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city, and that it will not be injurious to property or improvements within the neighborhood or within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

SECTION 6. If any section, subsection, sentence, clause, or phrase of this ordinance and/or the documents in support of

this ordinance is/are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2017.

CRAIG S. GREEN, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the 18th day of July, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN, CITY ATTORNEY

Exhibit "A"

Old Town Zone Boundaries

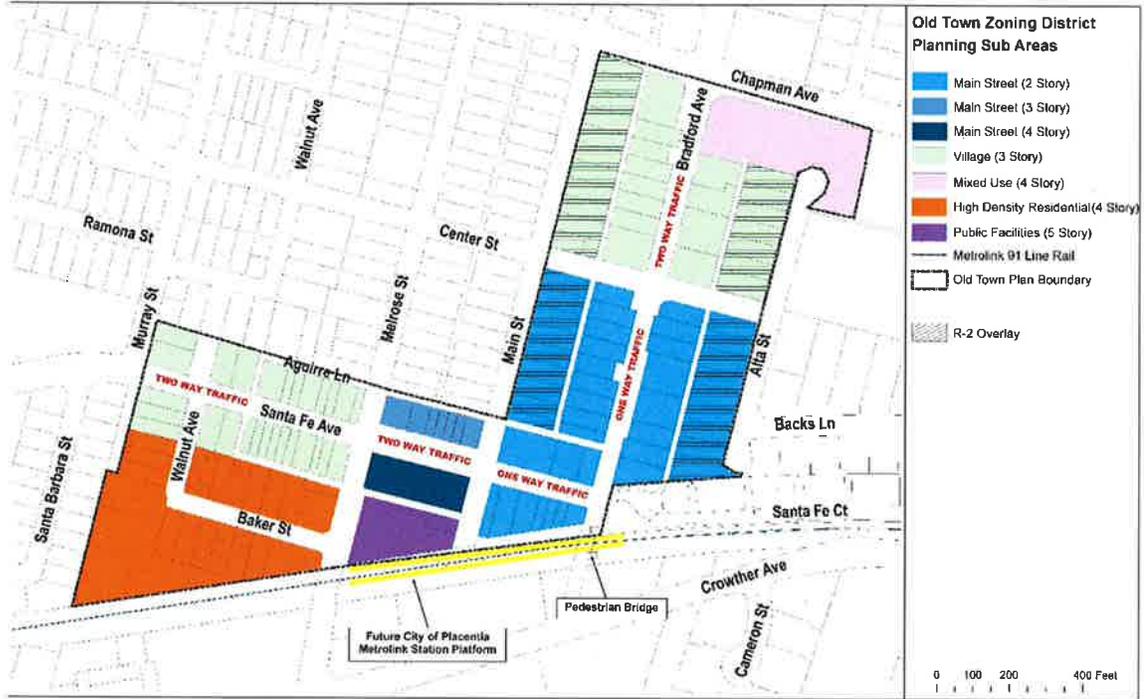


Exhibit "B"
Old Town Placentia District
Development Standards



PLACENTIA
Rich Heritage, Bright Future

July 11, 2017

Old Town Placentia Revitalization Plan Development Standards

*Prepared by High Peaks Planning
for the City of Placentia*



City of Placentia ♦ 401 E. Chapman Avenue ♦ Placentia, CA 92870 ♦ (714) 993-8117

DEVELOPMENT STANDARDS

Chapter 23.08 DISTRICTS ESTABLISHED

23.08.010 Established.

Zoning districts are established as follows:

R-A	Residential agricultural district
R-1	Single-family residential district
R-2	Low-medium density multiple-family district
R-G	Medium density multiple-family district
R-3	High density multiple-family district
RPC	Residential planned community district
T-C	Town center district
P-V	Combining parkway vista district
C-0	Commercial office district
C-1	Neighborhood commercial district
C-2	Community commercial district
SF-C	Santa Fe commercial district
C-M	Commercial manufacturing district
M	Manufacturing district
PMD	Combining planned manufacturing district
MHP	Combining mobile home park district
O	Combining oil district
O-1	Combining oil district
PUD	Planned unit development district
SP-1	Specific Plan 1 district
SP-2	Specific Plan 2 district
SP-3	Specific Plan 3 district
SP-4	Specific Plan 4 district
SP-5	Specific Plan 5 district
SP-6	Specific Plan 6 district
SP-7	Specific Plan 7 district
SP-8	Specific Plan 8 district
TOD	TOD Packing House District
<u>OT</u>	<u>Old Town Placentia</u>

OLD TOWN PLACENTIA REVITALIZATION PLAN

DEVELOPMENT STANDARDS

23.112.010 Purpose and Intent

The following provides detailed regulations for development of land uses within Old Town Placentia (Old Town). The purpose of these standards is to facilitate the enhancement of the City's historic core, characterized by its small-scaled village atmosphere, shopfront architecture, mix of uses and inviting streetscapes. Specifically, these regulations are aimed at accomplishing the following objectives, complementing the objectives of the TOD Packing House District to the south:

- A. Meet the goals, objectives and follow the recommendations for Old Town as detailed in the Old Town Revitalization Plan;
- B. Preserve and enhance the distinguishable "village" look and feel of Old Town Placentia;
- C. Preserve the original Old Town grid pattern comprised of short, walkable blocks;
- D. Preserve the diverse mix of land use types while attracting a more diversified commercial base that creates a shopping destination and contributes to a more pedestrian-friendly environment;
- E. Encourage infill development that contributes to creating a compact walkable environment important to a vital town center;
- F. Support businesses and attract new investment through enhanced safety and security measures, development incentives, a high level of amenities and adaptive reuse standards;
- G. Create fine-grained detail in architectural and urban form that provides interest and complexity at the level of the pedestrian and bicyclist;
- H. Enhance public safety by improving street lighting, public services, streetscapes and alleys, and police surveillance;
- I. Support multimodal transportation that improves ease of access to a variety of transportation methods such as walking, cycling and public transit;
- J. Create a sustainable environment through standards that result in "green" buildings and infrastructure, as well as a safe, healthy and attractive environment;
- K. Preserve and highlight historic features that make Old Town Placentia a unique destination;
- L. Provide for public gathering spaces and small passive recreation places;
- M. Improve connections between Old Town and the region through increased transit ridership and the provision of hubs for various transportation ;
- N. Maintain an adequate level of parking and access for automobiles;
- O. Continue to brand Old Town Placentia through wayfinding, welcome signs, banners, public art, creative public spaces, a focal point (i.e., gazebo), etc.;
- P. Create a physical and visual connection with the TOD Packing House District to the south through interconnected plazas on both sides of the rail line; and
- Q. Ensure high quality architecture (360 degree design) that embraces the character of Old Town and its architecture and urban design.

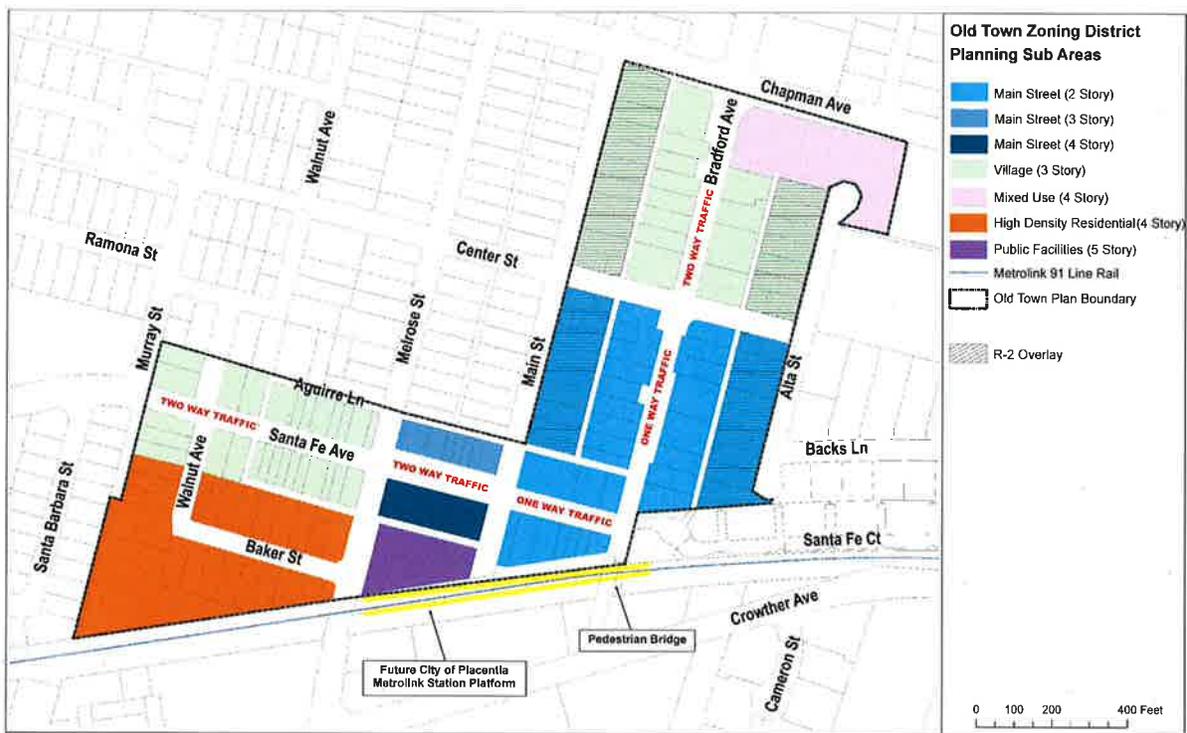
23.112.020 Applicability and General Provisions

Old Town Placentia shall apply to lands delineated as such on the City's official zoning map and shown in Figure 1. All land uses and development within Old Town shall be located and developed in accordance with the following provisions. The standards of Old Town shall not apply to development for which approvals were granted prior to the adoption of these regulations and which entitlements are still valid and for development which has current, valid building permits.

23.112.030 Planning Subareas and Overlay Zone

Old Town Placentia is divided into five subareas and one overlay zone described below:

- Main Street (MS) (this subarea has 2,3 and 4 story areas)
- Village (V)
- Mixed-Use (MU)
- High-Density Residential (HDR)
- Public Facilities (PF)
- R-2 Overlay Zone



Old Town Zoning Map

23.112.040 Land Use and Permit Requirements

This section identifies the land use types allowed by the City in Old Town Placentia.

- A. Allowable Land Uses.** A parcel or building within Old Town shall be occupied by only the land uses allowed by Table 1. Each land use in the table is defined in the glossary of this Ordinance or in the Placentia Municipal Code (PMC) (Definitions, Chapter 23.04).

1. **Multiple Uses.** Any one or more land use identified by Table 1 as being allowable within Old Town may be established on any parcel, subject to the planning permit requirement listed in the table, and in compliance with all applicable requirements of this Code.
2. **Unlisted Uses.** The Development Services Director may determine an unlisted use is similar to another allowable permitted or conditionally permitted use and if all of the following findings can be made:
 - a. The use is no greater in density or intensity than other uses allowed, or conditionally allowed in the Planning Subarea;
 - b. The use is compatible with permitted or conditionally permitted uses in the Planning Subarea;
 - c. The use will meet the purpose of the Planning Subarea;
 - d. The use is consistent with the goals and policies of the General Plan; and
 - e. The use will not be detrimental to the public health, safety or welfare.

Applicants may appeal this decision using the Use Conformity Determination process, outlined in Section 23.39.035 of the PMC.
3. **Residential Uses.** In the R-2 Overlay area as shown on the Old Town Zoning District Planning Sub Area Map, existing and residential are permitted pursuant to Chapter 23.15 of the Zoning Code.

B. Permit Requirements. Table 1 provides for land uses that are:

1. **Permitted.** These uses are permitted subject to compliance with all applicable provisions of this Chapter and may require a Development Plan Review or Site Plan Review in compliance with Chapter 23.75 of the PMC. These uses are shown as “P” uses in Table 1. All new construction projects as defined in this Chapter and in this Zone must be reviewed by the Planning and Development Ad Hoc Committee.
2. **Conditionally Permitted Uses.** These uses are allowed subject to the approval of a Use Permit and require a public hearing before the Planning Commission in compliance with Chapter 23.87 of the PMC. These uses are shown as a “UP” in Table 1. All proposed projects in this Zone must be reviewed by the Planning and Development Ad Hoc Committee.
3. **Not Permitted.** These uses are not permitted, and shown as “NP” in Table 1. A land use that is not listed in Table 1 is not allowed within the District, except as otherwise provided in Section 23.11.030 (A.3). Uses that are expressly listed as not permitted are prohibited.

C. Standards for Specific Land Uses. Where the last column in Table 1 (Specific Use Regulations) includes a section number, the regulations in the referenced section of this chapter and/or the PMC apply to the use. Provisions in other sections of this chapter may also apply.

23.112.040 Table 1: Allowed Land Uses and Permit Requirements

PERMIT REQUIREMENT	PLANNING SUBAREAS					NOTES AND SPECIAL USE REGULATIONS
	Main Street	Village	Mixed-Use (1)	High-Density Residential	Public Facility	
P – permitted UP – use permit NP – not permitted						
D. Recreation, Education, Public Assembly Uses						
1. Commercial recreation facility, indoor	NP	NP	NP	NP	NP	
2. Community Recreation Facility	NP	NP	NP	NP	NP	

PERMIT REQUIREMENT P – permitted UP – use permit NP – not permitted	PLANNING SUBAREAS					NOTES AND SPECIAL USE REGULATIONS
	Main Street	Village	Mixed-Use (1)	High-Density Residential	Public Facility	
3. Conference/Convention Facility	NP	NP	NP	NP	NP	
4. Health/Fitness Facility, including stand alone or roving fitness classes	NP	UP	UP	NP	NP	
5. Library, Museum	NP	UP	NP	NP	NP	
6. Public Park, Playground or Plaza	P	P	P	P	P	
7. School – specialized Education, training	NP	NP	NP	NP	NP	
8. Studio – art, dance, martial arts, music, photography, cooking, instructional, fitness (such as yoga, Pilates, spin, etc.)	UP	UP	UP	NP	NP	Not to exceed 1,500 square feet
9. Theatre (live performing arts, live music)	UP	UP	UP	NP	NP	Movie cinemas only permitted in Mixed Use.
E. Residential Uses						
1. Emergency/Transitional shelter	NP	NP	NP	NP	NP	
2. Home Occupation	NP	P	P	P	NP	Not permitted in ground floor units, must comply with Home Occupation provisions of PMC
3. Live Work	NP	UP	NP	NP	NP	
4. Multi-Family Residential, New Construction Only, Maximum of 29 du/ac	UP (only permitted above the second floor)	UP (upper floors only)	UP (upper floors only)	NP	NP	See definition of “new construction.”
5. Multi-Family Residential, New Construction Only, Minimum of 30 du/ac	NP	UP (upper floors only)	UP (upper floors only)	P (By Right)	NP	By Right Developments must meet: <ul style="list-style-type: none"> The Purpose and Intent of this Chapter as

PERMIT REQUIREMENT P – permitted UP – use permit NP – not permitted	PLANNING SUBAREAS					NOTES AND SPECIAL USE REGULATIONS
	Main Street	Village	Mixed-Use (1)	High-Density Residential	Public Facility	
						<p>well as all standards.</p> <ul style="list-style-type: none"> • All Zoning Code Regulations. • All City Policies. • Requires review by the Planning & Development Ad Hoc Committee • All existing and future design guidelines.
6. Assisted Living Facility	NP	NP	NP	NP	NP	
7. Single Family or Duplex Residential, New	NP	NP	NP	NP	NP	<p>Only permitted in the R-2 Overlay zone. Pursuant to Chapter 23.15 of the Municipal Code applies.</p>
8. Existing Residential uses fronting on Main and Alta Streets	P	P	NP	NP	NP	<p>Only permitted in the R-2 Overlay zone. Pursuant to Chapter 23.15 of the Municipal Code applies.</p>
9. Mixed Use Development	UP (only permitted above the second floor)	UP	UP	NP	NP	
F. Retail/Commercial Uses (2)						

PERMIT REQUIREMENT P – permitted UP – use permit NP – not permitted	PLANNING SUBAREAS					NOTES AND SPECIAL USE REGULATIONS
	Main Street	Village	Mixed-Use (1)	High-Density Residential	Public Facility	
1. New Ground Floor Residential and Office Uses in R-2 Overlay zone.	UP	UP	NA	NA	NA	50% of the lot depth, measured from Alta or Main, must be either residential or office along Alta and Main. The rear 50%, facing the alley, may be any other use permitted in the subarea.
2. Accessory Retail or services	P	P	P	NP	NP	Only permitted when primary commercial use is established. Must be incorporated into mixed-use; cannot stand alone.
3. Adult Entertainment Facility or Business	NP	NP	NP	NP	NP	Pursuant to PMC Chapter 23.89
4. Liquor Stores/Alcoholic beverage sales (not associated with bar, brewery, distillery, restaurant, or neighborhood market or grocery)	NP	NP	NP	NP	NP	
5. Antique or collectible store	P	P	P	NP	NP	
6. Artisan/Handcraft Shop	P	P	P	NP	NP	
7. Auto repair, auto sales or auto parts sales	NP	NP	NP	NP	NP	
8. Bar, tavern, brewery, distillery, tasting rooms, wine cellar	UP	UP	UP	NP	NP	
9. Drive-through (any uses)	NP	NP	NP	NP	NP	
10. General retail – less than 5,000 sf	P	P	P	NP	NP	
11. General retail –5,000 sf to 20,000 sf	UP	UP	UP	NP	NP	

PERMIT REQUIREMENT P – permitted UP – use permit NP – not permitted	PLANNING SUBAREAS					NOTES AND SPECIAL USE REGULATIONS
	Main Street	Village	Mixed-Use (1)	High-Density Residential	Public Facility	
12. General retail – more than 20,000 sf (max 60,000 sf)	NP	NP	NP	NP	NP	
13. Groceries, specialty foods – 10,000 sf or less	P	P	P	NP	NP	With alcohol sales, a use permit is required.
14. Groceries, specialty foods – more than 10,000 sf	UP	UP	UP	NP	NP	
15. Medical Marijuana Facilities	NP	NP	NP	NP	NP	Pursuant to PMC Chapter 23.46
16. Neighborhood Market (without alcohol beverage sales) – 10,000 sf or less	P	P	P	NP	NP	With alcohol sales, a use permit is required.
17. Nightclub	UP	UP	UP	NP	NP	
18. Outdoor Dining	P	P	P	NP	NP	Permitted in public right-of-way with an encroachment permit. Pursuant to ABC requirements as well as the City's Outdoor Dining Permit and Guidelines.
19. Outdoor display and sales	NP	NP	NP	NP	NP	May not encroach into public right-of-way
20. Pet store, pet boarding, animal shelter	UP	UP	UP	NP	NP	Sheltering and boarding shall require a Use Permit.
21. Restaurant	P	P	P	NP	NP	
22. Restaurant with alcohol sales	UP	UP	UP	NP	NP	
23. Secondhand/Thrift/Consignment/Pawn/Charity store	UP	UP	UP	NP	NP	
24. Service Station	NP	NP	NP	NP	NP	
25. Tobacco Sales, including electronic smoking devices	UP	UP	UP	NP	NP	
G. Services – Business, Financial, Medical, Professional						

PERMIT REQUIREMENT P – permitted UP – use permit NP – not permitted	PLANNING SUBAREAS					NOTES AND SPECIAL USE REGULATIONS
	Main Street	Village	Mixed-Use (1)	High-Density Residential	Public Facility	
1. ATM	P	P	P	NP	NP	Must be integrated into building façade. Stand along kiosks not permitted.
2. Bank (2,000 sf or less)	P	P	P	NP	NP	Banks over 2,000 sf are not permitted.
3. Business support services (copying, printing, office supplies, etc.)	P	P	P	NP	NP	
4. Hospital	NP	NP	NP	NP	NP	
5. Medical office	P	P	P	NP	NP	See definition. Only permitted on upper floors, except in R-2 Overlay.
6. Office	P	P	P	NP	P	See definition. Only be permitted on upper floors except in R-2 Overlay.
H. Services – General						
1. Adult daycare	NP	NP	NP	NP	NP	
2. Cigar or Hookah Lounge	UP	UP	UP	NP	NP	
3. Commercial daycare center	UP	UP	UP	NP	NP	
4. Hostess Bars	NP	NP	NP	NP	NP	
5. Laundromat and laundry services	UP	UP	UP	NP	NP	
6. Lodging – B&B	UP	UP	NP	NP	NP	
7. Lodging – Hotel	UP	UP	UP	NP	NP	
8. Massage Establishments	UP	UP	UP	NP	NP	Not permitted on the ground floor in any subarea. Pursuant to PMC Section 23.30.030
9. Meeting Halls, Banquet Centers (Stand alone)	NP	NP	NP	NP	NP	
10. Personal services	P	P	P	NP	NP	

PERMIT REQUIREMENT P – permitted UP – use permit NP – not permitted	PLANNING SUBAREAS					NOTES AND SPECIAL USE REGULATIONS
	Main Street	Village	Mixed-Use (1)	High-Density Residential	Public Facility	
11. Public Safety Facility	NP	NP	NP	NP	P	
12. Spa Services (with or without alcohol)	UP	UP	UP	NP	NP	
13. Tattoo Parlors/Body Modification	UP	UP	UP	NP	NP	
I. Transportation, Communications & Infrastructure						
1. Broadcasting or Recording Studio	UP	UP	UP	NP	NP	May only be permitted on upper floors of mixed-use development.
2. Public Parking Structure or surface parking lot	UP	UP	UP	UP	P	
3. Transit Station or terminal	NP	NP	NP	NP	NP	
4. Telecommunication Cell Tower/microcell and small cell sites						Pursuant to PMC Chapter 23.82

- (1) See Section 25.112.050, Development Standards, for frontage requirements regarding building located at 102 S. Bradford Ave.
- (2) Within the R-2 Overlay zone, no retail or commercial uses are permitted on the ground floor.

23.112.050 Development Standards

Table 2 identifies the development standards required for new land uses in new or modified buildings in Old Town Placencia.

23.112.050 Table 2. Development Standards

DEVELOPMENT STANDARD	PLANNING SUBAREAS					NOTES AND ADDITIONAL REQUIREMENTS
	Main Street	Village	Mixed-Use	High-Density Residential	Public Facility	
D. Residential Density						
1. Density (max du/ac)	25	35	55	65	NA	Density shall be calculated using gross lot size, prior to any required

DEVELOPMENT STANDARD	PLANNING SUBAREAS					NOTES AND ADDITIONAL REQUIREMENTS
	Main Street	Village	Mixed-Use	High-Density Residential	Public Facility	
						right-of-way dedications.
<p>D. Setbacks. Minimum setbacks required and, where noted, maximum setbacks established, except where a frontage type standard allows exceptions or establishes different requirements. Setbacks are measured from property line after any required dedications. Fire Department requirements supersede any setback listed below.</p>						
1. Setback from Railroad Track	NA	NA	NA	0 ft.	0ft	10' from rear ROW preferred by BNSF for above ground structures. Applicants should consider access to rear portion of new development.
2. Front Yard Setback (min-max)	0 ft.	0-5 ft.	5-15 ft.	5-15 ft.	NA	All setback areas facing a street or alley not devoted to walkways and driveways shall be properly landscaped and maintained in compliance with PMC Chapter 23.77. In the R-2 Overlay zone, the front yard setback shall be 15'.
3. Front Yard Setback for "through lots" and cross-alley developments in the R-2 Overlay, fronting Alta and Main. See definitions section.	15 ft.	15 ft.	15ft	NA	NA	
4. Side Yard Setback	0 ft.	0 ft.	0 ft.	0 ft.	NA	
5. Side Yard Setback for "through lots" and cross-alley developments in the R-2 Overlay, fronting Alta and Main. See definitions section	0-5 ft.*	0-5 ft.*	N/A	0 ft.	NA	*Less than 5' setback adjoining an R-2 use requires approval from adjoining property owner of said R-2 use.
6. Rear Yard Setback (min-max)	0-15 ft.	0-15 ft.	0-15 ft.	0 ft.	NA	
7. Street Side Yard Setback (min-max)	0 ft.	0-5 ft.	5* ft.	5-15 ft.	NA	*Refers to Chapman Avenue setback

DEVELOPMENT STANDARD	PLANNING SUBAREAS					NOTES AND ADDITIONAL REQUIREMENTS
	Main Street	Village	Mixed-Use	High-Density Residential	Public Facility	
E. Projections and Encroachments						
1. Allowable Setback Projections	<ul style="list-style-type: none"> a. Ground Floor: <ul style="list-style-type: none"> i. Awnings and canopies over windows: 60 inches; ii. Barriers for defining outdoor dining areas such as fences, railings, planter boxes: as needed to encompass outdoor dining area; iii. Sun Shade Structures: 15 feet; iv. Bay Windows: 60 inches (not wider than 10 feet); v. Cornices, belt courses, and similar architectural features: 12 inches; vi. Eaves, roof overhangs: 30 inches; and vii. Uncovered porches, decks and landings (may be covered by arbors or trellises): 10 feet. b. Above Ground Floor – Awnings, galleries, balconies, bay windows: 48 inches c. Art, as determined by the approval of the public art component of the project. d. For signs, see Sign Regulations, 23.112.070. e. All projections must maintain a minimum of 8’ vertical clearance from ground. 					
2. Public Right-of-Way Encroachments (all require approval of an encroachment permit)	<ul style="list-style-type: none"> a. Art, as determined by the approval of the public art component of the project. b. For signs, see Sign Regulations, 23.111.070. c. Outdoor dining is allowed by approval of the Director of Development Services and Director of Public Works or their Designees and may require Alcoholic Beverage Control Board (ABC) approval. Approval is pursuant to the Outdoor Dining Permit and Guidelines. 					
F. Heights, Rooftop Amenities, Frontages, Lot Sizes						
1. Building Height	2-Story Area: 2 stories, 30 ft. 3 Story Area: 3 stories, 40 ft. 4-Story Area: 4 stories, 55 ft.	2 min/3 max stories, 40 ft.	3 min/4 max stories, 60 ft.	3 min/4 max stories, 55 ft.	5 stories, 65 ft.	See “Old Town Zoning map” for height subareas. New stories built on top of existing buildings shall be fully integrated into the design of the existing building.

DEVELOPMENT STANDARD	PLANNING SUBAREAS					NOTES AND ADDITIONAL REQUIREMENTS
	Main Street	Village	Mixed-Use	High-Density Residential	Public Facility	
2. Minimum lot size required for a development at or over 3 stories.	0	8,000 sf*	10,000 sf	10,000 sf	0	*Developments on lots smaller than 8,000 sf can be considered if they are contiguous to parcels with proposed or approved new developments and are developed with a zero lot line scenario or similar concept. The development on the smaller lot must complement and enhance the contiguous development and further the goals of this Chapter.
3. Ground Floor Height measured from finished floor to ceiling (min)	15 ft.	15 ft.	15 ft.	NA	NA	
4. Frontage Requirements	In order to support the pedestrian environment, building frontages onto streets and open spaces shall be maximized. No visible parking is permitted along frontages. A minimum of 75% of the site frontage shall be occupied as building frontage. A section of blank wall shall not exceed 20 linear feet without being interrupted by a window or entry or other façade treatment.					
5. Rooftop Amenities	In multi-family residential and mixed-use residential projects, rooftop amenities, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16' above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 30% of the rooftop floor area. Rooftop amenities shall be setback from the building edge such that no more than 20% of the rooftop structure can be visible from the primary public right of way at centerline of the street. Rooftop amenities are intended for the use of building residents. Rooftop amenities do not count as a "story" or "floor."					
6. Height Exceptions	Non-habitable building features such as chimneys (up to 6' in width), cupolas, flagpoles, monuments, steeples, roof screens, equipment, and similar structures, covering no more than 10% of the top floor roof area to which they are accessory, may exceed maximum permitted height standards by up to 8'.					

DEVELOPMENT STANDARD	PLANNING SUBAREAS					NOTES AND ADDITIONAL REQUIREMENTS
	Main Street	Village	Mixed-Use	High-Density Residential	Public Facility	
7. Building Orientation	New commercial or mixed use construction must orient the principal façade onto Bradford, Santa Fe or Chapman Avenue or Walnut Avenue. In the Mixed Use Subarea, new building must be oriented toward Bradford and Chapman			NA	NA	
8. Building Façade for building located at 102 S. Bradford Avenue (at Chapman)	The building façade of this building shall be preserved and integrated into the new design of any new development proposed on this site. This includes the façade along Bradford Ave (including the tower and the front section containing the large round window opening) and up to and including the façade (containing the stained glass windows) along Chapman Avenue. The Chapman Avenue façade preservation can end at the point where the planes of the two sections of that façade meet (where the east/west oriented portion of the building meets the north/south oriented portion of the building). The preservation does not necessarily have to include the small vestibule. The proposed architectural design of any new development shall be reviewed by a preservation architect; the selection of such preservation expert shall be approved by the City.					
G. Provision of Common Open Space (Residential Only)						
1. Amount per residential use	<ol style="list-style-type: none"> 1. 50 sf/unit for residential units; 2. 50 sf/unit for 5 or more Live Work Units 					
2. Types of Common Open Space Permitted	<ol style="list-style-type: none"> a. Common open space can be active or passive but must be accessible to all non-residential tenants (i.e. employees and employers) and residential residents. b. Required setbacks may not be counted as common open space. c. Common open space shall be fully landscaped and requires an approved landscape plan. d. Examples may include: courtyards, clubhouses with accompanying landscaped areas, swimming pools, plazas, greens, parks, playgrounds, picnic areas, outdoor seating. 					
3. Rooftop Amenities	<ol style="list-style-type: none"> 1. Rooftop amenities are permitted if they provide additional recreational or common open space activities. 2. Amenities, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16' above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 30% of the rooftop floor area. Roof top amenities shall be setback from the building edge such that no more than 20% of the rooftop structure can be visible from the primary public right of way at centerline of the street. Rooftop Amenities are intended for the use of building residents. 					

DEVELOPMENT STANDARD	PLANNING SUBAREAS					NOTES AND ADDITIONAL REQUIREMENTS
	Main Street	Village	Mixed-Use	High-Density Residential	Public Facility	
						<p>3. 50% of the rooftop amenities (structures and active recreation amenities) may count towards the square footage requirement for either private or common open space.</p> <p>4. Rooftop buildings supporting recreational activities may cover a maximum of 30% of the rooftop area and may project above the maximum height limit by 16 feet.</p>
4. Courtyard and Common Open Space Requirements						<p>E. Courtyards shall be designed as a central courtyard or as partial, multiple, separated or interconnected courtyards.</p> <p>F. Minimum courtyard dimension shall be 40 feet when the long axis of the courtyard is oriented EW and 30 feet for a NS orientation. The courtyard proportion is 1:1 between its width and height for at least 2/3 of the court's perimeter. As long as total open space requirement is met, this ratio could be modified by up to 10%.</p> <p>G. When there are two or more courtyards, they shall be connected to each other.</p>
H. Provision of Private Open Space (Residential and Live/Work Only)						
Amount per residential unit	64 sf/unit					6 feet min in any direction; the total of 64 sf must be provided as one private open space area, not broken up into smaller sizes.
I. Shopfronts						
<p>The following are specific guidelines for shopfronts in the Old Town area:</p> <ol style="list-style-type: none"> 12 feet to 16 feet tall, as measured from the adjacent sidewalk. The corresponding storefront(s) opening(s) along the primary frontage shall comprise 65% of the 1st floor wall area facing the street and not have opaque, stucco or reflective glazing. Storefronts may be recessed from the frontage line by up to 10 feet. "Bulkheads," which are a segment of wall that transitions between the window opening(s) and the adjacent grade, are also encouraged. The bulkhead shall be between 24 inches and 36 inches tall (aluminum storefront or spandrel panel may not substitute for a bulkhead). 						
J. Architectural Styles						

DEVELOPMENT STANDARD	PLANNING SUBAREAS					NOTES AND ADDITIONAL REQUIREMENTS
	Main Street	Village	Mixed-Use	High-Density Residential	Public Facility	
<p>1. Main Street Commercial Multi-story facades are typically divided into base, body and top with the ground floor taller than the shorter upper floor which is finished by a significant parapet. The ground floor has recessed entries and any expansive glass is interrupted by structural columns with transoms to allow light to penetrate deep into the interior. Upper floor windows are smaller with vertical windows directly relating to the ground floor openings.</p>						Style of architecture required in Main Street Subareas
<p>2. Mission Revival Prominent features of the style include red clay tile roofs, use of balconies, smooth-stuccoed exterior walls usually painted white, arched openings, colorful tile work and elaborate landscaping. The buildings frequently have courtyards.</p>						<p>Choices of architecture for the following:</p> <ul style="list-style-type: none"> • Village Subarea • Mixed Use Subarea • High Density Residential Subarea
<p>3. Spanish Colonial Typical features include a low-pitched roof with little or no eave overhang, a red-tiled roof, perhaps a prominent rounded arch over a door, window or porch, a stucco wall surface, and usually an asymmetrical façade. The features elaborate molded ornament around doors and windows, polychrome tile at ingresses and wrought iron grilles and balconies.</p>						This style of architecture permitted only in High Density Residential Subarea

23.112.060 Parking Standards

- A. Parking Standards.** Table 3 identifies the parking requirements for new land uses in new or modified buildings in Old Town Placentia. All subareas shall be subject to the parking requirements listed in Table 3, with the exception of the Main Street Subarea as described in subsection (B) below. Applicants may also elect to pay an in-lieu fee in exchange for meeting the parking requirement, as described in subsection (C) below.
- B. In-Lieu Parking Fee.** Applicants may also elect to pay an in-lieu fee in exchange for meeting the parking requirements in the Main Street Subarea or in the Village Subarea. Payment made to the City of Placentia in-lieu of providing some or all of the required off-street parking spaces of a project in Old Town shall be allowed by right.

- C. **Main Street Subarea Parking Exception.** Providing parking in this subarea is optional. However, in the 3 and 4 story areas of Main Street Subarea, parking shall be required for third and fourth floor uses, according to this section, or by payment of an in-lieu parking fee.
- D. **Village Subarea Parking Exception.** Parking only required for the second and third stories, or by payment of an in-lieu parking fee. Parking for the first (ground) floor of existing and future buildings shall not be required.
- E. **Un-Listed Uses.** On-site parking requirements for unlisted but similar uses shall be based on the parking requirements of similar uses found in this section and shall be at the discretion of the Development Services Director. The Development Services Director may require the preparation of a parking demand study by a qualified, licensed traffic engineer approved by the City to determine the parking requirement for unlisted but similar uses.
- F. **Parking Reduction.** Applicants may apply for a parking reduction before the Planning Commission for Village, High Density Residential and Mixed Use Subareas up to a maximum reduction of 25% through a parking demand study or shared parking analysis. Many different kinds of incentives can be considered such as Zip car program, a shared car plan, or automated stacking system. The list of incentives is varied and the specific option can be considered with the completion of a parking demand study. Parking demand studies shall be reviewed and approved at a noticed public hearing before the Planning Commission, or by the Director if a non-discretionary review.
- G. **Bicycle Parking-Short Term.**
 - a. Residential: One (1) resident bicycle parking space for every five (5) residential units, or portion thereof.
 - b. Non-Residential: One (1) bicycle parking space for every 5,000 square feet, or portion thereof, of non-residential floor area.
- H. **Bicycle Parking-Long Term.**
 - a. Residential: Two (2) bicycle storage units for every five (5) dwelling units for the first 20 units, and one (1) for every five (5) additional units, or portion thereof;
 - b. Non-Residential: Any establishment with a parking structure and a minimum of 10,000 square of non-residential space shall provide long-term bicycle parking at a minimum ratio of one (1) space per 20 vehicle spaces.
- I. **Electric Vehicle (EV) Charging Stations.** A minimum 10% of a project's parking spaces shall provide EV Level 2 charging stations, or 5% of total spaces if installing DC Fast Charging Stations.
- J. **Surface Parking.** Surface parking is permitted as long as it is not visible from a public street and is fully landscaped and screened from public view.
- K. **Parking Structure.** Structured parking is permitted only if integrated into the overall design of the building and "wrapped" with the building, such that the parking area is not visible from any portion of the front, sides, rear or interior courtyards of the project.
- L. **Podium Parking.** Permitted if fully integrated into a development with a "wrapped" parking structure.
- M. **Underground Parking.** Permitted if fully integrated into the design of the development.

23.112.060 Table 3. Parking Standards

PARKING STANDARDS	STANDARDS	APPLICABLE LAND USES
Non-Residential		
A. Retail – spaces per 1,000 sf	2 min./4 max.	Accessory retail, Antique, Artisan, Bank, Business support services, General retail, Grocery, Retail complex, Personal services, Pet store/boarding
B. Eating and Drinking Establishments– spaces per 1,000 sf	5 min./10 max.	Bar/Tavern, Restaurant, Brewery, etc.
C. Outdoor Dining	0	Provided the outdoor dining area does not exceed the interior dining area. Any square footage over the interior dining area shall provide parking pursuant to the eating and drinking establishment requirement above.
D. Specialty Goods & Foods– spaces per 1,000 sf	2 min./4 max.	
E. Entertainment & Recreation– spaces per 1,000 sf	6 min./10 max.	Health/Fitness, Recreation, Playgrounds, Studios, Theatres cannot be stand alone
F. Commercial Goods– spaces per 1,000 sf	2 min./4 max.	
G. Civic & Cultural, including Libraries, Museums– spaces per 1,000 sf	3 min./no max.	
H. Office Professional – spaces per 1,000 sf	2 min./4 max.	
I. Personal Services	3 min./no max.	

PARKING STANDARDS	STANDARDS	APPLICABLE LAND USES
J. Live Work	1 min./1.5 max.	
K. ATM	0	
L. Lodging – Bed & Breakfast	1 per sleeping room	No assembly space permitted.
M. Lodging – Hotel	1 per sleeping room, plus 1 space for every 75 sf of assembly area.	
Residential		
N. Spaces per studio unit	1 min./1 max.	
O. Spaces per 1 bed unit	1 min./1.5 max.	
P. Spaces per 2 bed unit	1.5 min./2 max.	
Q. Spaces per 3 or more bed unit	2 min./ 2.5 max.	
R. Guest spaces per 10 units	2 min./3 max.	
Mixed-Use		
S. Mixed Use	Parking shall meet the requirements for individual land uses. Residential parking shall be separated from non-residential parking and easily accessible through a controlled mechanism.	Reduced parking may be permitted through a parking study
Other		
T. Transit Station or terminal	As per Director of Development Services in coordination with transportation authority	
U. Telecommunication Facility, Small/micro cell sites	1 space to service facility.	

23.112.070 Sign Regulations Purpose and Intent

These sign regulations are intended to appropriately limit the placement, type, size, and number of signs allowed within Old Town Placentia, and to require the proper maintenance of signs.

The purposes of these limitations and requirements are to:

1. Avoid traffic safety hazards to motorists, bicyclists, and pedestrians, caused by visual distractions and obstructions;
2. Promote the aesthetic and environmental values of the community by providing for signs that do not impair the attractiveness of the City as a place to live, work, and shop;
3. Provide for signs as an effective channel of communication, while ensuring that signs are aesthetically proportioned in relation to adjacent structures and the structures to which they are attached;
4. Safeguard and protect the public health, safety, and general welfare; and
5. Promote the pedestrian scale of the district.

A. Applicability

1. These sign regulations apply to all signs in Old Town Placentia, except that directional/instructional signs and real estate signs shall instead comply with the requirements of the City's Zoning Code (Sign Regulations).
2. The provisions of this Chapter do not regulate the message content of a sign (sign copy), regardless of whether the message content is commercial or noncommercial.
3. Sign installation within the areas subject to this Code shall require sign permit approval in compliance with the City's Zoning Code (Sign Regulations), unless exempted from sign permit requirements.
4. Sign Variances and Historic Sign Designation – See the Zoning Code (Variances).
5. Definitions of the specialized terms and phrases used in this section are in the Zoning Code (Sign Regulations).

B. Prohibited Signs

All sign types and sizes not expressly allowed by this Chapter shall be prohibited. Examples of prohibited signs include, but are not limited to the following:

1. Abandoned signs (includes signs on abandoned or closed businesses);
2. Animated and moving signs, including electronic message display signs, and variable intensity, blinking, or flashing signs, or signs that emit a varying intensity of light or color, except time and temperature displays (which are not considered signs);
3. Exposed cabinet/raceways behind channel letters;
4. Internally illuminated cabinet (can) signs;
5. Off-site signs (e.g., billboards, and signs mounted on vehicles);
6. Obscene signs;
7. Pole signs and other freestanding signs over six feet in height;
8. Roof signs;
9. Signs that simulate in color, size, or design, any traffic control sign or signal, or that make use of words, symbols, or characters in a manner that interferes with, misleads, or confuses pedestrian or vehicular traffic;
10. A sign burned, cut, or otherwise marked on or affixed to a rock, tree, or other natural feature;
11. A sign placed within a public right-of-way, except as provided by Table 3 (Sign Standards by Use);
12. A sign painted directly on a building, unless approved as a Creative Sign;
13. Permanent signs that advertise continuous sales, special prices, or include phone numbers are prohibited.
14. Temporary signs, including the following:
 - a. Balloons and other inflatable devices;
 - b. Flags, except official national, state, or local government, institutional or corporate flags, properly displayed; and

- c. Pennants and streamers, except in conjunction with an athletic event, carnival, circus, or fair.

C. General Requirements for All Signs

1. Sign area and height measurement

The measurement of sign area and height shall occur in compliance with the City's Zoning Code (Sign Regulations).

2. Sign location requirements. Each sign shall be located in compliance with the following requirements, and all other applicable provisions of this Chapter.

- a. On-premise signs required. Each sign shall be located on the same site as the subject of the sign, except as otherwise allowed by this Chapter.
- b. Setback requirements. Each sign shall comply with the setback requirements of the applicable Subarea, except for an approved projecting sign, and except for an approved freestanding sign, which shall be set back a minimum of 5 feet from the front and side street property lines.
- c. Placement on a building. No sign shall be placed so as to interfere with the operation of a door or window. Signs should not be located so that they cover prominent architectural features of the building.
- d. Signs within a public right-of-way. No sign shall be allowed in the public right-of-way except for the following:
 - i. A projecting sign in compliance with Table 4 (Sign Standards by Use);
 - ii. Public signs erected by or on behalf of a governmental agency to convey public information, identify public property, post legal notices, or direct or regulate pedestrian or vehicular traffic;
 - iii. Bus stop signs installed by a public transit company;
 - iv. Informational signs of a public utility regarding its lines, pipes, poles, or other facilities; or
 - v. Emergency warning signs erected by a governmental agency, a public utility company, or a contractor doing authorized within the public right-of-way.
- e. Any sign installed or placed within the public right-of-way other than in compliance with this Section shall be forfeited to the public and be subject to confiscation.

3. Sign design. The following design criteria shall be used in reviewing the design of individual signs. Substantial conformance with each of the following design criteria shall be required before a sign permit or Building Permit can be approved.

a. Color

Colors on signs and structural members should be harmonious with one another and relate to the dominant colors of the buildings on the site. Contrasting colors may be utilized if the overall effect of the sign is still compatible with building colors.

b. Design and construction

- i. Except where otherwise permitted by elsewhere in this section, each sign shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.
- ii. Each permanent sign shall be designed by a professional (e.g., architect, building designer, landscape architect, interior designer, or others whose principal business is the design, manufacture, or sale of signs), or who are capable of producing professional results.
- iii. Each permanent sign shall be constructed by persons whose principal business is building construction or a related trade including sign manufacturing and installation, or others capable of producing professional results. The intent is to ensure public safety, achieve signs of careful

construction, neat and readable copy, and durability, to reduce maintenance costs and prevent dilapidation.

c. Materials and structure

- i. Sign materials (including framing and supports) shall be representative of the type and scale of materials used on the site where the sign is located. Sign materials shall match those used on the buildings on the site and any other signs on the site.
- ii. No sign shall include reflective material.
- iii. Materials for permanent signs shall be durable and capable of withstanding weathering over the life of the sign with reasonable maintenance.
- iv. The size of the structural members (e.g. columns, crossbeams, and braces) shall be proportional to the sign panel they are supporting.
- v. The use of individual letters incorporated into the building design is encouraged, rather than a sign with background and framing other than the structure wall.

d. Street address

The review authority may require that a sign include the street address of the site, where it determines that public safety and emergency vehicle response would be more effectively served than if the street address were displayed solely on one or more buildings on the site.

e. Copy design guidelines

The City does not regulate the message content (copy) of signs; however, the following are principles of copy design and layout that can enhance the readability and attractiveness of signs. Copy design and layout consistent with these principles is encouraged, but not required.

- i. Sign copy should relate only to the name and/or nature of the business or commercial center.
 - ii. Permanent signs that advertise continuous sales, special prices, or include phone numbers are prohibited.
 - iii. Information should be conveyed briefly or by logo, symbol, or other graphic manner. The intent should be to increase the readability of the sign and thereby enhance the identity of the business.
 - iv. The area of letters or symbols should not exceed 40 percent of the sign area in commercial uses or 60 percent for residential uses.
 - v. Freestanding signs should contain the street address of the parcel or the range of addresses for a multi-tenant center.
- f. Sign lighting. Sign lighting shall be designed to minimize light and glare on surrounding rights-of-way and properties.
- i. External light sources shall be directed and shielded so that they do not produce glare off the site, on any object other than the sign.
 - ii. Sign lighting shall not blink, flash, flutter, or change light intensity, brightness, or color.
 - iii. Colored lights shall not be used at a location or in a manner so as to be confused or construed as traffic control devices.
 - iv. Neither the direct nor reflected light from primary light sources shall create hazards for pedestrians or operators of motor vehicles.
 - v. For energy conservation, light sources shall be hard-wired fluorescent or compact fluorescent lamps, or other lighting technology that is of equal or greater energy efficiency. Incandescent lamps are prohibited.

4. Sign maintenance.

- a. Each sign and supporting hardware, including temporary signs and awning signs, shall be maintained in good repair and functioning properly at all times. Any damage to a sign or its illumination, including the failure of illumination shall be repaired within a maximum of 14 days from the date of damage or failure.
- b. A repair to a sign shall be of materials and design of equal or better quality as the original sign.
- c. A sign that is not properly maintained and is dilapidated shall be deemed a public nuisance, and may be abated in compliance with the City's Zoning Code.
- d. When an existing sign is removed or replaced, all brackets, poles, and other supports that are no longer required shall be removed, and any/all damage to the exterior of the building shall be repaired/repainted to the satisfaction of the Development Services Director or his/her designee. When an existing sign is removed, the repairs must match surface type and color of building exactly.

D. Sign Standards by Use

Each sign shall comply with the standards provided by this Section and comply with the requirements in the following Table 4, except as permitted by the approval of a Creative Sign Permit described below.

E. Master Sign Program

All mixed use projects shall require a Master Sign Program, which is reviewed and approved by the decision-making body in each case. A "master sign plan" means a coordinated program of signage for new or existing commercial, office or residential which contain more than one business establishment or tenant. The Master Sign Program can permit signs that meet the intent and standards of the Sign Code and ensure that the all signs are integrated thoughtfully into the design of the structures, creating a unified architectural statement. The Master Sign Program provides a means for defining common sign regulations for multi-tenant projects, to encourage maximum incentive and latitude in the design and display of multiple signs, and to achieve, not circumvent, the intent of this chapter.

1. Application Requirements Revisions to Master Sign Programs. A sign permit application for a master sign program shall include all information and materials required by the department, and the filing fee set by the city's Fee Resolution. Revisions to a master sign program may be approved by the Director with a standard sign permit if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new master sign program.
2. Standards. A master sign program shall comply with the following standards:
 - a. The program shall comply with the purpose of this chapter.
 - b. The signs shall enhance the overall development, be in harmony with, and relate visually to other signs included in the master sign program, to the structures or developments they identify, and to surrounding development;
 - c. The program shall accommodate future revisions that may be required because of changes in use or tenants; and
 - d. The program shall comply with the standards of this chapter, except that flexibility is allowed with regard to sign area, number, location, or height to the extent that the master sign program

will enhance the overall development and will more fully accomplish the purposes of this chapter.

F. Creative Sign Permit

1. **Definition Creative Sign Permit.** Applicants may apply for a Creative Sign Permit for those signs which are not listed or which exceed the provisions of this Chapter. The Creative Sign Permit is intended for signs that meet the intent and standards of the Sign Code, but may not necessarily meet the standards shown in Table 4. An applicant may request approval of a creative sign permit to authorize on-site signs that employ standards that differ from the other provisions of this chapter but comply with the intent of this Chapter.
2. **Revisions to a master sign program** may be approved by the Director with a standard sign permit if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new master sign program.
3. **Purpose.** To encourage signs of unique design, and that exhibit a high degree of thoughtfulness, branding, imagination, inventiveness, and spirit; and to provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the city, while mitigating the impacts of large or unusually designed signs.
4. **Application and Procedure Requirements.** A sign permit application for a creative sign shall include all information and materials required by the department, and the filing fee set by the city's Fee Resolution. A sign permit application for a creative sign shall be subject to review and approval by the Director of Development Services when the proposed sign is fifty square feet or less, and by the Commission when the sign is larger than fifty square feet. Notification for a sign permit for a creative sign shall be given in the same manner specified by this Zoning Ordinance for Director-approved development permits.
5. **Design Criteria.** In approving an application for a creative sign, the review authority shall ensure that a proposed sign meets the following design criteria.
 - a. **Design Quality Criteria.** The sign shall 1) constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area; 2) be of unique design, and exhibit a high degree of thoughtfulness, imagination, inventiveness, and spirit; and 3) provide strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.
 - b. **Contextual Criteria.** The sign shall contain at least one of the following elements: 1) classic historic design style; 2) creative image reflecting current or historic character of the city; 3) symbols or imagery relating to the citrus packing industry; or 4) inventive representation of the use, name, or logo of the structure or business.
 - c. **Architectural Criteria.** The sign shall: 1) utilize or enhance the architectural elements of the building; and 2) be placed in a logical location in relation to the overall composition of the building's façade and not cover any key architectural features and details of the façade.
 - d. **Neighborhood Impacts.** The sign shall be located and designed not to cause light and glare impacts on neighboring residential uses.

23.112.070 Table 4. Sign Standards by Use

G. SIGN STANDARDS

MULTI-FAMILY RESIDENTIAL USE

Allowed Sign	Maximum Sign Height	Maximum No. of Signs Allowed per Parcel	Maximum Sign Area Allowed per Parcel
1. Wall or Freestanding	Wall signs: below edge of roof. Placement shall only be located below the roof or over the primary entrance. Freestanding: 48 inches	1 wall sign or freestanding sign per entrance or street frontage	12 sf each per face area; 24 sf maximum total sf for all signs.

H. SIGN STANDARDS		
NON-RESIDENTIAL USE/MIXED USE		
Allowed Sign	Placement Standards	Maximum Number and Sign Area
1. Awning	Shall be entirely on awning valance; lettering max 66% of valance height; valance height max: 18 inches.	50% of the area of the valance front. 1 sign max per each separate awning valance.
2. Marquee	To be established during project review. Allowed only for the entrance of a theatre or playhouse.	To be established during project review. 1 sign max
3. Monument	5 ft. including base structure. Allowed only on a site with more than 100 ft. of continuous street frontage.	36 sf
4. Projecting or suspended	16 inches from face of building and bottom of sign shall be no closer than 8 ft. above sidewalk surface below.	6 sf. No dimension greater than 3 ft. Sign shall be redwood sandblasted, hand carved or architecturally designed.
5. Wall	2 ft. below parapet or eave. Individual letters 18 inches. Mounting 1-story: above 1 st floor windows. Mounting multi-story: between windows.	1 sf. Per linear foot primary business. 1 sign allowed per business frontage with pedestrian entrance.

		Side street or rear entrance wall sign max 50% of the primary sign area.
6. Window Permanent	Within window area	15% of total window area max.
7. Window Temporary	Within window area	25% of total window area. Allowed for display a maximum of 15 days at 1 time, up to 3 times in a 12 month period.
8. A-boards and other portable sidewalk signs are permitted	May not impede pedestrian flow.	1 per business. Signs may only be permitted while the business is open. Requires an encroachment permit if in the public right-of-way and a Creative Sign Permit
9. Building Wall Facing RR ROW	Businesses may have signage equal to or less than the allowable projecting or wall sign standards.	Building or parcel must front along Crowther Avenue and the Railroad ROW
10. Directional Signage on private property	Cannot be freestanding and shall be minimized for basic directional functions.	Included in sign permit application approval process.

I. Legal Nonconforming Signs

A legal nonconforming sign is any permanent or temporary sign that was legally established and maintained in compliance with the provisions of all applicable laws in effect at the time of original installation but that does not now comply with the provisions of this ordinance.

1. General requirements. A legal nonconforming sign shall lose its legal nonconforming status as defined herein, and brought into conformance with the provisions of this ordinance if any of the following occur:
 - a. changes including enlargement, reduction, changes in of the legal nonconforming sign;
 - b. Structural alteration for any reason;
 - c. Re-established after a business is discontinued for 60 days or more, subject to the amortization clause below; or
 - d. Re-established after damage or destruction to 50 percent or more of the value of the sign, or its components, as determined by the Building Official and subject to the amortization clause below.
2. Maintenance and changes.

Sign copy and face changes, nonstructural modifications, and nonstructural maintenance (e.g., painting, rust removal) are allowed without a sign permit up to a maximum of 25 percent of the existing total area of the sign. Face changes not including copy, and any nonstructural modifications

exceeding 25 percent of the existing total area of the sign, and any structural changes shall comply with all applicable standards of this Chapter.

23.112.080

A. Amortization and Existing Uses

General Explanation: The proposed amortization clause seeks to preserve private property rights in existence at the time of this zone change. Immediately following adoption of this ordinance, all legal uses, buildings or structures may continue to exist as a legal nonconforming use, building or structure.

B. Five (5) years after the effective date of this ordinance, any property that is sold or transferred may continue to operate a legally nonconforming use, building, or structure only in the following circumstances:

- i.* The business/property is transferred from a Parent to his/her Child, from a Child to his/her Parent as defined in Chapter 23.04 of Municipal Code.
- ii.* The business/property is transferred from an owner to his/her employee(s) such that the Ownership does not change as defined in Chapter 23.04 of Municipal Code.

C. Notwithstanding the foregoing, five (5) years after the effective date of this ordinance, the exception set forth in subsection (B) shall only apply if:

- i.* The same use in existence as of five years from effective date of this ordinance will continue to operate. If the primary use of the business/property (not accessory uses), remains unchanged, then the secondary uses may change. Secondary uses are defined in the definitions section of this chapter. Secondary uses may also be “accessory uses” as defined in Section 23.04.030 of the PMC and which means “a use incidental, appropriate, subordinate and devoted exclusively to the main use of the lot or building”; and
- ii.* The building or structure is not modified or expanded; and
- iii.* The use, building or structure is not abandoned or discontinued for twelve (12) months or more.

E. The City shall give notice to all property owners of properties within the Old Town regarding this ordinance in the following manner:

- a.* Within 180 days of adoption of this ordinance;
- b.* Within 3 years after adoption of this ordinance; and
- c.* At least 4 years after adoption of this ordinance.

Failure to provide any of the notices above shall not prevent the City from enforcing the requirements of this chapter.

F. This section shall not apply to the property located at 102 S. Bradford, Placentia, CA which is subject to the Chapter 23.06 “Placentia Historic Resources Ordinance” and the California Public Resources Code Section 21000 et. Seq. “California Environmental Quality Act” as a historic resource. Due to its historical significance, conflict in complying with the historic resource provisions referenced herein, while also bringing the property into compliance with this ordinance along with the costs associated with bringing the use, building or structure into compliance with this ordinance, the property at 102 S. Bradford is exempt from Section 23.112.080 set forth herein. Additionally, all properties located within the R-2 Overlay and/or improved with a single family residence are exempt from Section 23.112.080 as set forth herein.

23.112.090 Public Art/Public Plazas

Public Art and Public Plazas are encouraged in every development. Public art or plazas may be required as part of a development agreement for those developments that include 20 or more units or which are over 10,000 square feet. This includes new construction and remodel/rehabilitation of existing structures. Public art is encouraged to reflect the history of Old Town Placentia and the citrus growing industry.

Generally, the plans for proposed plazas or public art shall be part of the entitlement package submitted. The plazas may be located on the project site or at another location set forth in a development agreement, but must be located within the Old Town boundaries.

23.112.100 Old Town Development Community Facilities District Fee Program

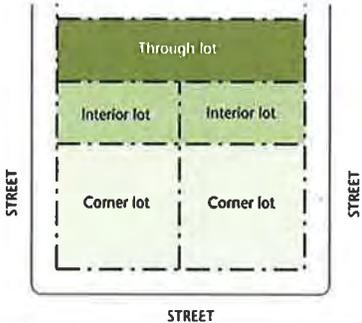
In addition to City baseline impact fees, Old Town will require additional public realm improvements and projects are subject to an Old Town Community Facilities District Fee that ensures all public sector infrastructure improvements can be provided. In addition to the Old Town Community Facilities District Fee, all projects will be required to install public infrastructure and streetscape elements up to the curb face of the public street immediately adjacent to the project, in accordance with the Public Realm Development Standards.

Definitions to be added to Chapter 23.04 of Municipal Code

Term	Definitions
Adaptive Reuse Plan	Adaptive reuse refers to a detailed plan for reusing an old site or building for a purpose other than which it was originally designed for. Adaptive reuse seeks to preserve existing buildings by retrofitting spaces for new uses while retaining much of the original features of the structure, and making use of existing infrastructure and transportation networks. Adaptive reuse plans are prepared by preservation professionals.
Antique or collectible store	An antique shop (or antiques shop) is a physical retail store specializing in the selling of antiques. Antiques are defined as a collectible object such as a piece of furniture or work of art that has a high value because of its considerable age. A collectible shop is a physical retail store specializing in the selling of objects that are suitable for collecting, typically an original work of art, sculpture, craft or antique. However, these items can range from extremely valuable objects to simple things that may only hold value to the collector. These items are may be viewed as investments by collectors and they may appreciate in value over time.
Artisan/Handcraft Shop	Retail stores selling art glass, ceramics, jewelry, and other handcrafted items. The facility can include an area for the crafting of the items being sold.
Bed & Breakfast	A guest house or small hotel offering sleeping accommodations and a morning meal. This does not include owners of single family homes renting individual rooms.
Bike Parking – Long Term	A volume of space that can accommodate locked storage of one or more bicycles or an area located inside a building where bicycles can be stored. Generally for longer term storage of bicycles.

Bike Parking – Short Term	A fixture to which one or more bicycles can be securely locked. Generally for 2 hours or less.
By Right Development	Developments that are permitted without a discretionary review process but do require Planning & Development Ad Hoc Committee review and Planning Division review to ensure compliance with zoning standards.
Child/Parent	“Child” and “Parent” shall have the same meaning as defined in California Probate Code Sections 26 and 54, respectively. In the event of any renumbering or repeal of Sections 26 and/or 54, the successor definition(s) provided pursuant to the provision shall apply.
Commercial recreation facility, indoor	A recreational facility such as a gym, that is for profit, and for which most of the recreational activities are within a closed building.
Courtyard	An open space created by a minimum of 3 sides of a courtyard building and used for private recreation in residential developments.
Courtyard Housing	Building type consisting of residences that can be arranged in several possible configurations: townhouses, townhouses over apartments, apartment over apartments, where an apartment occupies a single floor.
Cross Alley Development	A single development that incorporates multiple properties, in which a portion of the development spans the alley overhead, or the alley is vacated, or the development parcels on either side keep the alley public right of way, but incorporate the alley into the design, tying it visually into the architecture and design of the developments on either side. If the alley is not vacated, it would remain public right of way. Vehicular or pedestrian access from the alley to the new development would be permissible.
Electric Vehicle Charging Stations	<p><u>Level 2: 240-volt:</u></p> <p>Level 2 requires charging equipment to be purchased and installed and provides about 10-20 miles of range per hour of charge. From empty, a full size battery electric car takes about 4-7 hours to recharge.</p> <p><u>DC Fast Charging: 440-volt:</u></p> <p>DC fast charging provides up to an 80% charge in about 30 minutes.</p>
Entitled Project	Entitled project shall mean a project that has obtained final approval of all necessary planning and other land use approvals.
General Retail	A business or person who sells goods to an individual consumer as opposed to a wholesaler or supplier, who normally sell their goods to another business. Any retail transaction, which has a good sold, is taxable by the State Board of Equalization.

Green	Available for informal active and passive recreation. A green may be spatially defined by ground plan landscape and informal trees and/or buildings.
Hostess Bar	Hostess clubs are nightclubs where staff cater to and/or engage with customers seeking drinks and/or attentive conversation. Typically the staff will be scantily clad. These are also called “bikini bars,” “bee clubs,” and other similar descriptions.
Live/Work	Integrated residence and working space, occupied and utilized by a single household in a structure that has been designed or structurally modified to accommodate joint residential occupancy and work activity. However, such residential use shall only be allowed on the second floor or above of said live/work space. The interior residential portion shall be clearly separated and not be visible from the commercial space.
Medical Offices/ Services	An office or health facility providing health services including, without limitation, preventative and rehabilitation treatment, diagnostic services, testing and analysis. This use includes offices providing medical, dental, surgical, rehabilitation, podiatric, optometric, chiropractic and psychiatric services, and medical or dental laboratories incidental to these offices, but exclude inpatient services and overnight accommodation.
Mixed Use	The combination of non-residential and residential uses in the same structure or on the same site, where the residential component is located either above (vertical mixed-use) or behind or next to (horizontal mixed-use) the non-residential component.
Neighborhood Market	A retail store specializing in fresh produce and staples including bread, cereal, dairy products, and may include a deli counter. More than 75% of floor plan shall be devoted to food sales.
New Construction	New construction means any new ground up building, or any additions/renovations of more than 50% of existing ground floor building square footage, or any major remodel projects of buildings that are over 10,000 square feet, particularly if that remodel is to update the use of the property to render it more financially viable.
Nightclub	Any bar, cocktail lounge, discotheque, or similar establishment which provides entertainment including but not limited to music, dancing, and/or comedy in conjunction with alcoholic beverage sales. Includes bars, taverns, pubs, karaoke bars, and similar establishments where any food service is subordinate to the sale of alcoholic beverages.
Office Use	A place of business providing administrative business professional services such as insurance agencies, real estate offices, law offices, architectural or design offices, accounting services, travel agencies, etc. This includes government offices, and postal facilities and businesses engaged in the production of intellectual property such as advertising agencies, computer software production and programming services, educational, scientific and research organizations, media postproduction

	services, photography and commercial art studios, and writers and artists offices. This definition does not include “banks and financial Services.”
Ownership	Five (5) years from the effective date of this Ordinance, Ownership shall mean 51% or more interest in real property including all land, structures, and all interest in the property.
Parking In Lieu	A common parking management strategy wherein the developer has the option to pay a designated fee per parking space rather than actually providing some or all of the required on-site parking space(s).
Personal Services	Personal services are any businesses where services are provided or performed through direct physical contact between patron and employee. These include but are not limited to: barbers, beauticians, aestheticians, cosmetologists, nail salons, tanning salons, massage therapists, and tattoo parlors/body modification studios. They do not include doctors, dentists, chiropractors, or other state-licensed medical professionals.
Plaza	An open area usually located near buildings and often featuring walkways, trees and shrubs, places to sit, and sometimes shops
Primary Use	Five (5) years from the effective date of this Ordinance, Primary Use shall mean use or occupancy of 70% or more of the total building area.
Retail and/or Commercial Uses	Uses as listed as Retail/Commercial Uses in Table 1 herein.
Studio	A place for the study or practice of an art, skill or specific fitness activity (such as dancing, singing, acting, cooking, yoga, palates, spinning, etc.). Typically this is one room devoted to the activity and where there is a limited number of teachers, all teaching the same skill or activity.
Telecommunication Cell Tower	A cell tower not including building used for telecommunication businesses.
Through Lot Development	A lot, other than a corner lot, having frontage on two different public streets or highways. 

Transit Oriented Development (TOD)	Transit-oriented development, or TOD, is a type of community development that includes a mixture of housing, office, retail and/or other amenities integrated into a walkable neighborhood and located within a half-mile of quality public transportation.
Wrapped Parking	A building parking design that completely conceals on all sides a parking garage that is designed for occupancy by retail, service, office, and/or residential uses, or for an all residential development.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: INTERIM FINANCE DIRECTOR
DATE: JULY 18, 2017
SUBJECT: **ADOPT DEBT MANAGEMENT POLICY**
FISCAL
IMPACT: NONE

SUMMARY:

Senate Bill 1029 (SB 1029), which became effective on January 1, 2017, amended California Government Code Section 8855 to add certain requirements related to the issuance and administration of debt by local agencies, including requiring the adoption of a debt policy meeting the requirements of California Government Code Section 8855. This impacts both the City of Placentia and the Successor Agency to the Redevelopment Agency of the City of Placentia (herein, Covered Entities).

RECOMMENDATION:

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

1. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, adopting a Debt Management Policy.

DISCUSSION

Under Government Code Section 8855 as amended by Senate Bill 1029, public agencies including the Covered Entities are required to submit a preliminary report regarding issuance of new debt. Specifically, the Covered Entity will need to submit to the California Debt and Investment Advisory Commission (CDIAC) a preliminary report of debt issuance describing the proposed debt to be issued. Part of the preliminary report of debt issuance is a certification that the applicable Covered Entity has adopted a debt policy that meets the requirements of the new legislation.

To comply with Government Code 8855, the debt policy adopted by Covered Entities must include all of the following which are listed under Government Code 8855(i)(1):

- (A) The purposes for which the debt proceeds may be used.
- (B) The types of debt that may be issued.
- (C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.

1.h.
July 18, 2017

- (D) Policy goals related to the issuer's planning goals and objectives.
- (E) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

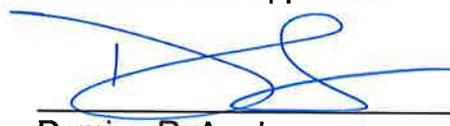
The proposed Debt Management Policy, as reflected in Attachment No. 2 to this report, meets all of these requirements.

Prepared by:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

1. Resolution No. R-2017-XX
2. Exhibit "A" – Debt Management Policy

RESOLUTION NO. R-2017-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADOPTING A DEBT MANAGEMENT POLICY.

A. Recitals.

(i). The City Council of the City of Placentia, California (the "City") hereby finds, determines, declares, and resolves as follows:

(ii). To comply with Government Code 8855, it is required that the City adopt a debt management policy pursuant to the requirements under Government Code 8855(i)(1);

(iii). The requirements for a debt management policy under Government Code(i)(1) are:

- (A) The purposes for which the debt proceeds may be used.
- (B) The types of debt that may be issued.
- (C) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.
- (D) Policy goals related to the issuer's planning goals and objectives.
- (E) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

(iv). The City Council finds that adopting a debt management policy in accordance with Government Code 8855 and the City Charter is in the best interest of the City of Placentia; and

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., above.
2. The City Council hereby adopts the Debt Management Policy attached hereto as Exhibit A.

3. Issuance of City debt shall be made in accordance with the Debt Management Policy attached hereto as Exhibit A, and made a part hereof. The Debt Management Policy shall be applicable to debt to be issued by the City and its related entities, including but not limited to, the Successor Agency to the Redevelopment Agency of the City of Placentia.

4. The Debt Management Policy adopted by this resolution is in addition to and supplements any other legal requirements.

5. This resolution shall remain in full force and effect until rescinded by City Council by resolution.

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

APPROVED and ADOPTED this 18th day of July, 2017.

Craig Green,
MAYOR

ATTEST:

PATRICK J. MELIA,
CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution No. R-2017-xx was adopted at a regular meeting of the City Council held on the 18th day of July, 2017 by the following vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

PATRICK J. MELIA
CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN
CITY ATTORNEY

**CITY OF PLACENTIA AND THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY TO THE CITY OF PLACENTIA
DEBT MANAGEMENT POLICY**

Adopted on July 18, 2017

This Debt Management Policy (the "Debt Policy") establishes the parameters within which debt may be issued and administered by the City of Placentia (the "City") and its related entities including, but not limited, to the Successor Agency to the Redevelopment Agency of the City of Placentia (collectively, the "Covered Entities"). Additionally, these policies apply to debt issued by a Covered Entity on behalf of assessment, community facilities, or other special districts, and conduit-type financing by a Covered Entity for multifamily housing or industrial development projects.

This Policy shall apply to all debt issued or sold to third party lenders or investors and does not pertain to City internal inter-fund borrowings or any employee benefit obligations.

The Debt Policy may be utilized by staff of the Covered Entities with the discretion to deviate as determined appropriate by the City Administrator or Finance Director, and may be amended by the governing board of the applicable Covered Entity as it deems appropriate from time to time in the prudent management of the debt and capital financing needs of the Covered Entities.

PURPOSE:

This Debt Policy is intended to comply with the provisions under Government Code Section 8855(i), effective on January 1, 2017, and shall govern all debt undertaken by a Covered Entity.

RECITATIONS:

The Covered Entities hereby recognize that a fiscally prudent debt management policy is required in order to:

- Ensure that all debt is structured to safeguard the interests of current and future taxpayers, ratepayers, and constituents of the Covered Entities.
- Maintain the Covered Entities' sound financial position.
- Ensure the Covered Entities have the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the Covered Entities' credit-worthiness.
- Ensure that the Covered Entities' debt is consistent with the planning goals and objectives, capital improvement program(s), and budget(s), as applicable.

POLICY:

1. Purposes for Which Debt May Be Issued

1.1. Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, improvement, and rehabilitation of capital improvements and facilities, equipment, and land to be owned and by the City or another Covered Entity.

1.1.1. Long-term debt financings are appropriate when one or more of the following conditions exist:

- When the project to be financed is necessary to provide basic services.
- When the project to be financed will provide benefit to constituents over multiple years.
- When total debt does not constitute an unreasonable burden to the Covered Entities and the City's taxpayers and/or ratepayers, as applicable.
- When the debt is used to refinance outstanding debt in order to produce debt savings or to realize the benefits of a debt restructuring.

1.1.2. Long-term debt financings will not generally be considered appropriate for current operating expenses and routine maintenance expenses.

1.1.3. In addition to the conditions required above, the Covered Entities may use long-term debt financings subject to the following conditions:

- The project to be financed must be approved by the governing board of the Covered Entity.
- The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project to be financed by more than 20% of the average useful life of the project.
- The Covered Entity estimates that sufficient revenues will be available to service the debt through its maturity.
- The Covered Entity determines that the issuance of the debt will comply with applicable State and Federal laws, rules, and regulations.

1.2. Short-Term Debt. Short-term debt may be issued to provide financing for the Covered Entities' operational cash flows in order to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects, such as lease-purchase financing for equipment.

1.3. Financing on Behalf of Other Entities. The Covered Entities may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties in order to further public purposes of Covered Entities. In such cases, the Covered Entities shall take reasonable steps to confirm the financial feasibility of the project to be financed and the financial solvency of any borrower, and that the issuance of such debt is consistent with the policies set forth under this Debt Policy.

2. Types of Allowable Debt:

2.1. The following types of debt are allowable under this Debt Policy:

- General obligation bonds
- Bond or grant anticipation notes
- Lease revenue bonds, certificates of participation, and lease-purchase transactions
- Other revenue bonds and certificates of participation
- Tax and revenue anticipation notes
- Conduit financings, such as financings for affordable rental housing and qualified 501(c)(3) organizations

2.2. The governing body of Covered Entities may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

3. Relationship of Debt to Capital Improvement Program and Budget

3.1. The City and other Covered Entities are committed to long-term capital planning. The Covered Entities intend to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the capital budget and capital improvement plan.

- 3.2. The Covered Entities shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The Covered Entities shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are required as the result of normal wear and tear.
- 3.3. The Covered Entities shall integrate their debt issuances with the goals of the capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of their public purposes.
- 3.4. The Covered Entities shall seek to avoid the use of debt to fund infrastructure and facilities improvements in circumstances when the sole purpose of such debt financing is to reduce annual budgetary expenditures.
- 3.5. The Covered Entities shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

4. Policy Goals Related to Planning Goals and Objectives

- 4.1. The City and other Covered Entities are committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management, and budget administration. The Covered Entities intend to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the annual operations budget.
- 4.2. It is a policy goal of the Covered Entities to protect taxpayers, ratepayers, and constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.
- 4.3. The Covered Entities will comply with applicable State and Federal laws, rules, and regulations as they pertain to the maximum term of debt and procedures for levying and imposing any related taxes, assessments, rates, charges, and/or changes to the previous.
- 4.4. When refinancing debt, it shall be the policy goal of the Covered Entities to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount, or (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.
 - 4.4.1. Notwithstanding the foregoing, a refunding by the Successor Agency to the Redevelopment Agency of the City of Placentia shall be determined based on the requirements of Health and Safety Code Section 34177.5.

5. Compliance with City Charter

- 5.1. Under no circumstance will City incur indebtedness, as evidenced by general obligation bonds, which exceeds an aggregate sum of 15% of the total assessed valuation, for purpose of City taxation, of all the real and personal property within the City, as stated under Article VI, Section 607 of the Charter of the City of Placentia.
- 5.2. Any issuance of debt by the City will be made in accordance with any and all relevant provision(s) of the Charter of the City of Placentia.

6. Internal Control Procedures

- 6.1. When issuing debt, in addition to complying with the terms of this Debt Policy, the Covered Entities shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.
- 6.2. Without limiting the foregoing, the Covered Entities will periodically review the requirements of and will remain in compliance with the following:
- Any continuing disclosure undertakings entered into by the Covered Entities in accordance with SEC Rule 15c2-12.
 - Any federal and/or state tax compliance requirements, including, but not limited to, arbitrage and rebate compliance.
 - Investment policies as they relate to the use and investment of bond proceeds.
 - Government Code Section 8855(k) and the annual reporting requirements therein.
- 6.3. Proceeds of debt will be held either by (a) a third-party trustee or fiscal agent, which will disburse such proceeds to or upon the order of the Covered Entities upon the submission of one or more written requisitions by the City Administrator or Finance Director, or his or her designee, or (b) by the Covered Entity, to be held and accounted for in a separate fund or account, the expenditure of which will be carefully documented by the Covered Entity.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 18, 2017

SUBJECT: AMENDMENT TO AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

FISCAL
IMPACT: EXPENSE: \$56,826 CROSSING GUARD SERVICES
BUDGETED: \$56,826 FISCAL YEAR 2017-18 OPERATING BUDGET
(GENERAL FUND)

SUMMARY:

The Police Department has administered the crossing guard services contract for many years. During the annual budget planning process for Fiscal Year (FY) 2017-18, the City made the affirmative decision to continue providing crossing guard services at five (5) predetermined locations. The Placentia-Yorba Linda Unified School District (PYLUSD) will be providing crossing guard services at an additional eleven (11) locations.

RECOMMENDATION:

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

1. Approve the Amendment to Agreement with All City Management Services, Inc. to provide School Crossing Guard Services for an amount not-to-exceed \$56,826 for Fiscal Year 2017-18; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

All City Management Services, Inc. (ACM) has provided crossing guard services to the City and/or PYLUSD for many years. For several years the City administered the crossing guard contract and was considered the lead agency for managing a total of sixteen (16) crossing guard locations. In 2014 the City renegotiated the terms of the partnership and the parties now handle their respective crossing guard locations via separate agreements with ACM. During the Fiscal Year 2017-18 budgeting process, it was determined that the City will continue to provide crossing guards at five

1.i.
July 18, 2017

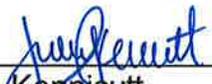
(5) predetermined locations. These locations are specific areas which provide the greatest benefit to the community based upon an analysis conducted by the City's Traffic Engineer in 2014.

The total cost of the contract is \$56,826.00. This amount represents a \$2,262.50 increase from last year's contract amount of \$54,463.50. Specifically, the hourly rate increased from \$17.79 to \$18.04 to accommodate for accrued sick leave in association with California's new sick leave labor law.

FISCAL IMPACT:

Funding for the crossing guard services is included within the Fiscal Year 2017-18 Adopted Budget.

Prepared by:



Julie Kennicutt
Management Analyst

Reviewed and approved:



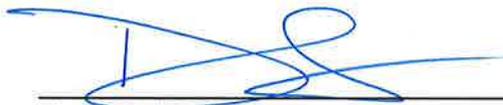
Darin Lenyi
Chief of Police

Reviewed and approved:



Shally Lin
Interim Finance Director

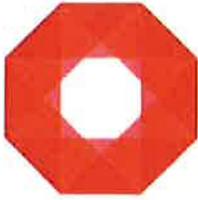
Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amendment to Agreement for School Crossing Guard Services
2. Correspondence from All City Management dated March 16, 2017



ALL CITY MANAGEMENT SERVICES

Amendment to Agreement between All City Management Services, Inc. and the City of Placentia for providing School Crossing Guard Services

The **City of Placentia** hereinafter referred to as the "City", and **All City Management Services, Inc.**, located at 10440 Pioneer Blvd. Ste. 5, Santa Fe Springs, CA 90670, hereinafter referred to as the "Contractor", mutually agree to amend the existing Agreement entered into on June 11, 1997 as follows:

Item #1 The City and the Contractor agree to amend the term of this Agreement for the 2017 -2018 fiscal year beginning July 1, 2017 thru June 30, 2018.

Item #19 The City agrees to pay Contractor for services rendered pursuant to the Agreement the sum of Eighteen Dollars and Four Cents, (\$18.04) per hour of guard service provided. It is understood that the cost of providing Three Thousand, One Hundred and Fifty (3,150) hours of service shall not exceed Fifty-Six Thousand, Eight Hundred and Twenty-Six Dollars (\$56,826.00), this amount shall be the maximum obligation of the City pursuant to the Amendment to Agreement.

Except as provided for in Item #1 and Item #19, all other terms and conditions of the original Agreement and Amendments thereto between the City and the Contractor remain in effect.

City of Placentia

By _____
Signature

Print Name and Title

Date _____

APPROVED AS TO FORM:

By _____

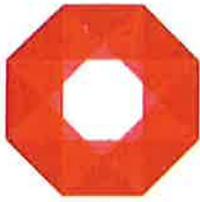
Print Name and Title

Date _____

All City Management Services, Inc.

By 
Demetra Farwell, Corporate Secretary

Date June 16, 2017



ALL CITY MANAGEMENT SERVICES

March 16, 2017

Julie Kennicutt, Management Analyst
City of Placentia
401 East Chapman Ave
Placentia, CA 92870

We again come to that time of year when many agencies are planning their budgets for the coming fiscal year. This year I hate to be the bearer of bad news, but you may know that the California Legislature ushered in another round of minimum wage increases effective January 1st of this year.

The current law mandates an increase on January 1st for each of the next 4 years. The target wage rate for California employees in this process will be \$15.00 per hour in 2022. As such, our pricing for the coming 2017-2018 fiscal year reflects both the .50 cent increase we incurred this January and the .50 cent increase we will incur next January 2018. Moving forward please expect annual price increases for the next 4 years as we must keep pace with minimum wage mandates.

I would be remiss not to clarify the fact that each dollar of payroll translates into approximately 35 cents additional of employer taxes, liability insurance, payroll fees and workers' compensation insurance. Toward that end, the adjusted rate for services for the City of Placentia this year is \$18.04 per hour. As always, we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program.

I would also like to take this opportunity to introduce you to our **Client Portal** assessed through our website (www.thecrossingguardcompany.com or www.acmssafety.com). Through our portal you have access to all the documents and information related to your Crossing Guard Program. This includes; Contracts, Amendments, Site Locations (powered Google Maps to see each site), General Liability Insurance Certificates and Workers Compensation Insurance Certificates. To request access the new portal please send an email to clients@acmssafety.com with the following information:

- Full Name
- Title
- Direct phone number

Once you submit the above information, you will receive an email from "WordPress" which has a link that will prompt you to setup a password. You will then have immediate access to the above referenced information.

We appreciate your business and if you have any questions or need additional information, please contact me at (800) 540-9290. Take care.


Baron Farwell, General Manager

"Keeping Children Safe"

Client Worksheet 2017-2018

Department: 5101

Billing Rate for 2017/2018: \$18.04

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

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

	17.5		180		\$18.04	=	\$56,826.00
5 Sites at 3.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Summer School Sites

No estimate for Summer School based on 2016

TOTAL PROJECTED HOURS	3150	TOTAL ANNUAL PROJECTED COST	\$56,826.00
------------------------------	-------------	------------------------------------	--------------------



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF PUBLIC WORKS
DATE: JULY 18, 2017
SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR PEDESTRIAN ACCESSIBILITY PROJECT PHASE V PROJECT NO. 2017-01**

FISCAL

IMPACT: EXPENSE: \$90,516
REVENUE: \$74,786 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
\$15,730 GAS TAX FUNDS
No General Fund dollars were utilized for this project

SUMMARY:

On April 18, 2017 the City Council awarded a contract to EBS General Engineering, Inc., for construction of the Pedestrian Accessibility Project Phase V Project No. 2017-01. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk Recorder's Office in the amount of \$90,516.00.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by EBS General Engineering, Inc. on the Pedestrian Accessibility Project Phase V, in the total amount of \$90,516.00; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

DISCUSSION:

On April 18, 2017, the City Council awarded a construction contract to EBS General Engineering Inc. for this project in the amount of \$82,650 and authorized the City Administrator to approve contract change orders up to 10% of the contract amount, or \$8,265.

The scope of this project entailed removal and replacement of almost 8,000 square feet of damaged sidewalks, and approximately 400 linear feet of curbs and gutters. The project area is located within

1.j.
July 18, 2017

the Fiscal Year 2016-17 Citywide sidewalk repair zone, which is the first project area in a multi-year/phased Citywide concrete repair program. This program is funded with Community Development Block Grant and Gas Tax Funds.

Construction on this project began on May 1, 2017. All construction activities were completed to the satisfaction of the City on May 22, 2017. The total cost of construction, including Contract Change Order No. 1, is \$90,516.00. The change order for the project included additional sidewalk panels that were replaced in the amount of \$7,866.00 or 9% of the construction contract amount of \$82,650.00.

The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Clerk Recorder's Office for this project. In addition, the Director of Public Works is prepared to release \$4,525.80 which is the amount held in retention 35 days after the filing of the Notice of Completion.

FISCAL IMPACT:

A total of \$90,915 has been budgeted in the Fiscal Year 2016-17 Capital Improvement Program Budget for this Project. The various costs associated with this Project are included in the following table:

Construction Contract	\$82,650.00
Change Order No. 1	\$ 7,866.00
Total Project Cost	\$90,516.00
Current Project Budget	\$90,915.00

Prepared by:



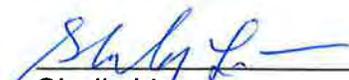
Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Shally Lim
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Notice of Completion

<p>RECORDING REQUESTED BY</p> <p>AND WHEN RECORDED MAIL TO</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>Name City Clerk</p> <p>Street City of Placentia</p> <p>Address 401 E. Chapman Ave.</p> <p>City & State Placentia, CA 92870</p> </div>	
---	--

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Free Recording Per Government Code Section 6103

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

4. The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

N/A

6. A work of improvement on the property hereinafter described was completed on May 22, 2017. The work done was:

The project consisted of removal and replacement of 7,904 square feet of damaged sidewalks in addition to removal and replacement of 412 linear feet of curb and gutter in the City of Placentia

The name of the contractor, if any, for such work of improvement was EBS General Engineering, Inc.

7. 1320 E. Sixth Street, Suite 100, Corona, CA 92879-1700 04/18/2017

(If no contractor for work of improvement as a whole, insert "none")

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: Notice of Completion Pedestrian Accessibility

Project Phase V- Project No. 2017-01

9. The street address of said property is "none"

(If no street address has been officially assigned, insert "none")

CITY OF PLACENTIA

Dated: 07-18-2017

Verification for Individual Owner

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Administrator the declarant of the foregoing
("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2017, at Placentia, California.

(Date of Signature)

(City where signed)

(Personal signature of the individual who is swearing
that the contents of the notice of completion are
true)-

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3 and 5, the full address called for should include street number, city, county and state.

As to paragraphs 6 and 7, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 7 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 8, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 9, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 18, 2017

SUBJECT: **AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH SIEMENS INDUSTRY, INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**

FISCAL

IMPACT: EXPENSE: \$105,000 TRAFFIC SIGNAL MAINTENANCE SERVICES
BUDGETED: \$105,000 FISCAL YEAR 2017-18 OPERATING BUDGET (GAS TAX)
No General Fund monies will be utilized for these services.

SUMMARY:

On August 21, 2012, the City entered into a maintenance services agreement with Siemens Industry, Inc., (Siemens) for routine traffic signal maintenance and emergency repairs. The term of the agreement was for three (3) years, with an option for three (3) additional one-year term extensions. Term extensions are based upon the contractor's performance and at the discretion of the City. On July 21, 2015 and July 19, 2016, the City Council approved Amendment No. 1 and No. 2 to this agreement to extend the term for 2015 and 2016. The current agreement with Siemens is set to expire on August 20, 2017. This action will exercise the third and final available agreement term extension for one (1) additional year. No other terms of the original agreement or compensation have been changed. This action will execute the third and final available contract term extension and Staff will solicit new bids for traffic signal maintenance services in early 2018.

RECOMMENDATION:

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

1. Approve Amendment No. 3 to Professional Services Agreement with Siemens Industry, Inc., extending the existing agreement to provide traffic signal maintenance services for an additional one-year term ending August 20, 2018; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City operates and maintains sixty-one (61) signalized intersections including additional signal equipment used in connection with Railroad Quiet Zone Supplemental Safety Measures, traffic signal synchronization projects, and battery backup systems. Traffic signal maintenance costs are comprised of routine maintenance and emergency repairs or response. Routine maintenance

1.k.
July 18, 2017

generally covers monthly inspections of equipment, cleaning, preventative maintenance, and testing of the various equipment components. Payment for maintenance is based on a fixed monthly rate per intersection. Emergency repair or response includes unanticipated extraordinary repairs that are necessary and are compensated on a time and materials basis.

In 2012, the City solicited competitive proposals for these services and the City Council awarded an agreement to Siemens on August 21, 2012. Siemens has provided the City with excellent service and has been responsive to Staff's and the community's needs.

The recommended action will approve a third one-year term extension to the agreement, for a cumulative contract term of six (6) years. No other terms of the original agreement or compensation have been changed. The final available contract term extension will be based on the contractor's performance and at the discretion of the City. Once this agreement term extension has been exhausted, Staff will solicit new bids for these services.

FISCAL IMPACT:

The annual not-to-exceed amount for this agreement is \$105,000. Funds for these services have been budgeted in the Fiscal Year 2017-18 Operating Budget utilizing Gas Tax funds. There are no General Fund monies utilized for these services.

Prepared by:



Rusty Beardsley, T.E.
Contract Traffic Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Amendment No. 3 to Agreement with Siemens Industry, Inc.

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment ("Third Amendment") is dated effective this 18th day of July, 2017 and is entered into between THE CITY OF PLACENTIA, a California charter city and municipal corporation ("City") and SIEMENS INDUSTRY, INC., a California Corporation ("Consultant").

RECITALS

WHEREAS, on August 21, 2012, City and Consultant entered into a Professional Services Agreement entitled "Maintenance Services Agreement" ("Agreement") whereby CONTRACTOR is to provide traffic signal maintenance services throughout CITY, referenced hereafter as ("Project"); and

WHEREAS, Section B, subsection 2 of the Agreement provided for an original three (3) year term and further provided that the term may be extended up to a maximum of three (3) years; and

WHEREAS, at or near the end of the first three year term, the City and Consultant agreed by written amendment to extend the term for an additional year to August 20, 2016 ("First Amendment"); and

WHEREAS, at or near the end of the First Amendment, the City and Consultant agreed by written amendment to extend the term for an additional year to August 20, 2017 ("Second Amendment"); and

WHEREAS, City and Consultant now desire to again extend the term for an additional year ending August 20, 2018; 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 Third 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 B, subsection 2 of the Agreement is hereby amended to extend the term of the Agreement to August 20, 2018.
3. Except as expressly amended or modified by the terms of this Third Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Third Amendment and the Agreement, the terms of this Second Amendment shall prevail and control.

4. 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.
5. This Third 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.
6. Each party represents and warrants that the representative signing this third Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Third Amendment.

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

CITY OF CALIFORNIA CITY

SIEMENS INDUSTRY, INC .

By: _____
Damien R. Arrula
City Administrator

By: _____
Jeffrey Pierce

Dated: _____

Dated: _____

ATTEST:

By: _____
Patrick J. Melia
City Clerk

APPROVED AS TO FORM

By: _____
Christian L. Bettenhausen
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 18, 2017

SUBJECT: **AGREEMENT WITH ST. JUDE HOSPITAL TO ACCEPT A HEALTHY COMMUNITIES INITIATIVE GRANT TO SUPPORT COMMUNITY HEALTH AND WELLNESS**

FISCAL EXPENSE: \$59,000

IMPACT: REVENUE: \$59,000 (ST. JUDE GRANT)

SUMMARY:

The St. Jude Hospital Board of Trustees Community Benefit Committee has approved a Healthy Communities grant of up to \$59,000 to the City of Placentia. The purpose of this grant is to partner with the City to promote environmental, system and policy changes that will improve health and reduce obesity in low-income neighborhoods. The grant will allow the City to retain grant writing consultants to identify and apply for grants that promote healthy eating and physical activity, including a plan to implement the Placentia "Healthy Eating Active Living Resolution" (HEAL) to become a "Fit City", and will fund pool infrastructure and playground resurfacing in parks in low-income neighborhoods, creation of Kraemer and McFadden walking brochures, and provide a 50/50 matching scholarship for Child / Teen City Sports Team fees. This action will approve an agreement with St. Jude Hospital to accept a \$59,000 Restricted Project Grant to prevent and reduce obesity.

RECOMMENDATION:

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

1. Approve a Restricted Project Grant Agreement with St. Jude Hospital to accept a \$59,000 Healthy Communities Initiative Grant to support community health and wellness; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Over the past 3 years, St. Jude Hospital (St. Jude) has generously given the City of Placentia over \$260,000 in grant funds to support program and policy changes, improve

1.I.
July 18, 2017

existing outdoor activity spaces, and incorporate health and wellness aspects when developing or refining City policies.

In 2010, the City began making several policy changes and program enhancements through the Orange County Nutrition and Physical Activity Collaborative (NuPAC) grant. The grant enabled the City to create healthier afterschool programs, preserve open park and field space, establish a farmers market, and support a city-wide collaborative of local community organizations focused on increasing access and consumption of healthy foods along with creating more opportunities for physical activity. The City Council continued to support these efforts in May 2011 by proclaiming the City of Placentia a Healthy Eating Active Living (HEAL) City. In 2016, the City achieved an Active level designation.

St. Jude approached the City with the opportunity to receive additional grant funding in Fiscal Year 2017-18 to further develop its wellness efforts.

In order to meet this goal, the City submitted a proposal to St. Jude to concentrate efforts on seeking additional funding to support program and policy changes, improve existing outdoor activity spaces, and incorporating health and wellness aspects when developing or refining City policies. St. Jude has accepted the City's proposal and awarded \$59,000 to support the following activities:

- **Grant Writing Services - \$15,000**

The City will hire professional grant writers to assist Staff with identifying and applying for grant funding in the areas of healthy communities, park improvement, and opportunities that will promote physical activity and nutrition education in low-income neighborhoods

- **Playground Surfacing - \$26,000**

The existing playground surfacing at McFadden and Kraemer Parks are both missing and in a dilapidated state of disrepair. Repair and / or replacement of the surfacing at both parks would create a safer play environment for the children using the play equipment, and would also cut down on maintenance costs.

- **Thermal Solar Heating at Whitten Pool - \$8,000 (50% match)**

As part of community wellness, St Jude supports year-round swimming pool use, which would be available if the community pools were heated. The City has received bids for thermal solar heating at Whitten Pool in the amount of \$16,000. St. Jude has agreed to pay for ½ of this cost. The balance of the funding for this item would be in savings from the rental of the local high school pool facility for summer swim lessons, as next year's lessons would be at the City's pool facility.

- **Walking / Fitness Maps for 2 local parks - \$5,000**

The City will utilize these funds to create walking and fitness maps for 2 local parks in low-income areas. The cost will be to design and print the maps, and to also stencil the walking paths into the sidewalk areas along these paths.

- **Matching Scholarship funds for Child / Teen City Sports team fees - \$5,000**

Many low-income families in the City are unable to afford to place their children in recreational sports programs. Specifically, swim lessons and youth basketball are the two most popular areas that would benefit from funded scholarships to pay the registration fees for families that may be unable to afford to enroll their children in this programming.

FISCAL IMPACT:

The agreement with St. Jude will provide up to \$59,000 in grant funding towards the aforementioned items. The grant does not require any matching funds from the City. The grant term will encompass expenditures from July 1, 2017 through June 30, 2018 unless otherwise agreed upon in writing by both St. Jude Hospital and the City. The funding will include grant expenditures of \$15,000 towards grant writing services, and \$44,000 towards other costs as described above. No General Fund dollars will be used on these projects.

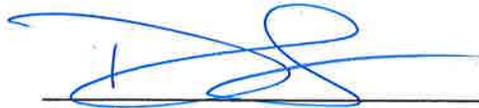
Prepared by:

Reviewed and approved:


Sandra J. Gonzalez
Director of Community Services


Shally Lin
Interim Finance Director

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachment:

St. Jude Hospital Restricted Project Grant Agreement

St. Jude Hospital
Restricted Project Grant Agreement
City of Placentia
Grant Number 201806

This Restricted Project Grant Agreement (“Agreement”) upon execution on behalf of Grantee in the spaces provided for signature will evidence Grantee’s agreement with and commitment to City of Placentia (“City”) as follows:

I. Grantee’s Status

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of St. Jude Hospital (“Hospital”) in accordance with this section. Grantee warrants and represents that it is a public organization. Grantee will notify the Hospital immediately of any actual or proposed change in tax status.

II. Purposes of Grant

To prevent and reduce obesity by assisting the City of Placentia in supporting residents to increase physical activity and eat healthier.

This grant is made only for the specific charitable purposes described in the Agreement as part of the hospital’s community benefit program. The grant funds may not be used for any other purpose without prior written approval from the Hospital.

III. Use of Grant Funds and Mutual Expectations

These grant funds will be used as follows:

1. SJMC will provide \$15,000 to hire consultant/staff to identify potential grant opportunities that will enhance physical activity and nutrition education in low-income neighborhoods. The city agrees to establish an interdepartmental head committee to review and prioritize grant opportunities, selecting a minimum of three grants to submit for funding. The consultant/staff will write and submit three grants based on the interdepartmental head committee recommendations.
2. The above mentioned interdepartmental committee shall also oversee the implementation of the Placentia “Healthy Eating Active Living Resolution” to become a “Fit” City designation. City will work with the “Let’s Get Healthy” committee to pass a policy or ordinance that promotes healthy nutrition and increased physical activity thereby helping to create a culture of health in the city.
3. Hospital will provide up to \$26,000 for the City to repair rubberized surfacing at the McFadden (\$11,000) and Kraemer (\$15,000) Parks. This will increase the safety at the parks and increase the physical activity opportunity for children, teens and adults at two targeted low-income neighborhoods. The city shall be responsible for site preparation, installation and maintenance of the resurfacing.

4. Hospital will provide \$5,000 for the city to contract with a consultant to create two brochures. Each brochure will provide two color-coded walking and fitness equipment workout routes for Kraemer and McFadden Parks. The City will identify the walking and fitness routes at each of the parks by painting the color coded routes on the park walking trail/fitness station locations. The City will promote the Walking/Fitness Routes and Brochures at the Community Centers, City Hall, Library, Senior Centers, School Districts and on the City Website.
5. Hospital will provide \$8,000 grant funding to assist with the purchase of solar heating for the McFadden pool, which would provide the following benefits:
 - Year round (12 months vs 3 months) enjoyable physical activity through public lap swim, and year round courses for Mommy and Me, Senior exercise, and other aqua aerobics for the residents.
 - Aquatic classes would be offered targeting all demographics within the City including mothers and new babies, fitness enthusiasts, men and women of all ages, and children.
 - Year round swim classes would provide increased employment to existing staff members.
6. Hospital will provide up to \$5,000 for 50/50 Match Scholarship for Parks and Recreation Child/Teen City Sports League Fees. Matching fee can be obtained from local Business/Philanthropy organizations in an effort to provide low income children/teens increased opportunity for physical activity and participation in team sports.
7. Partner with Placentia Community Collaborative on the "Get Healthy Placentia" Campaign by either designating city staff or commissioners to work with the collaborative or establish a subcommittee of the Parks and Recreation or Planning Commission.
8. Placentia will provide a Mid-Year and Final Project Report to Hospital documenting the use of funds and Project progress and will participate in the initiative evaluation that is being done by California State University Fullerton.

IV. Amount of Grant

\$29,500 payable upon receipt of this executed Agreement and the remaining amount after the mid-year report is received and if adequate progress is documented.

V. Period of Grant

Grant funds are to be applied to expenses incurred for the period July 1, 2017 to June 30, 2018 unless otherwise agreed upon in writing by the Hospital and the City.

VI. Terms and Conditions of Grant

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds

1. **Use of Funds.** Grantee must spend the grant funds only for the purposes described above.
2. **Prohibited Uses.** Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501 (c) (3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on directly or indirectly any voter registration drive.
 - d. inducing or encouraging violations of law or public policy
 - e. causing any private inurement or improper private benefit to occur.

B. Return of Funds. Grantee shall return to the Hospital any unexpended grant funds under the following conditions:

1. If the Hospital, in its reasonable discretion, determines that the Grantee has not performed in Accordance with this Agreement;
or
2. Any portion of the funding is not used for grant purposes.

C. Records, Audits. Funds provided by the Hospital shall be accounted for in the Grantee's books and records. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for the Hospital's review upon request. The Collaborative reserves the right, upon written notice, to audit the Grantee's books and records relating to the expenditure of any funds provided by the Hospital as a restricted grant.

D. Reports. Grantee shall make a written report to the Hospital by January 31, 2018 for the period 7/1/17-12/31/17 and by July 31, 2018 for the full term of the grant reporting on the grants submitted and their status, progress toward HEAL Fit City designation, pump installation at Whitton Pool, progress of playground rubberized replacement repairs at McFadden and Kraemer Parks, creation of walking routes/fitness workout brochures and park identifiers at McFadden and Kraemer Parks, number of 50/50 Scholarships awarded to children/teens for city sports team fees and an estimate of the number of residents using McFadden and Kraemer parks and Whitten Pool.

E. Budgets. Expenditures of grant funds must be made substantially in

accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by the Hospital.

- F. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- G. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to the Hospital if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- H. No Agency. Grantee is solely responsible for all activities supported by the grant funds, and in the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- I. No Waivers. The failure of the Hospital to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- J. No Further Obligations by the Hospital. This grant is made with the understanding that the Hospital has no obligation to provide other or additional support or grants to the Grantee.
- K. Remedies. If the Hospital determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Hospital may, in addition to other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement and the Hospital may demand return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately pay to the Collaborative. The Hospital may also avail itself of any other remedies available by law.
- L. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Hospital, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from and in connection with any act or omission of Grantee, its employees, or agents in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to

be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Hospital, its officers, directors, employees, or agents.

M. Entire Agreement: Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties.

N. Governing Law. This Agreement shall be governed by the laws of the State of California.

VII. Acceptance of Agreement

The Hospital reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement.

If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to the Hospital.

Accepted on behalf of City of Placentia by:

Authorized Signature

Date

Printed Name

Title

Accepted on behalf of St. Jude Hospital by:

Authorized Signature

Date

Printed Name

Title

Exhibit A

**Grant Number 201806
Budget**

Budget Item	Amount
Grant writing consultant to identify opportunities for increased physical activity and nutrition education in Placentia	\$15,000
Playground resurfacing (replace damaged rubberized surfacing) McFadden Park \$11,000 Kraemer Park \$15,000	\$26,000

Assist with purchase of Solar Heating for McFadden Pool	\$8,000
Creation of Brochures for Kraemer and McFadden Walking/fitness Routes (2-color coded) and identify routes with painted stencils at each park	\$5,000
50/50 Matching Scholarship for Child/Teen City Sports Team Fees	\$5,000
TOTAL EXPENSES	\$59,000



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 18, 2017

SUBJECT: **BUDGET AMENDMENT FOR FISCAL YEAR 2016-17 FOR AGREEMENT WITH COUNTY OF ORANGE (OC ANIMAL CARE SERVICES) FOR NEW SHELTER CONSTRUCTION**

FISCAL
IMPACT: EXPENSE: \$65,000 (FY 16-17 General Fund Balance)

SUMMARY:

In May 2016 the City entered into an Agreement with the County of Orange (OC Animal Care Services) for animal control services, animal care special services, animal care shelter services, barking dog complaint services, standard licensing services, city license services and animal impound services. In addition, an agreement was entered into to fund the proposed animal shelter project over a 10 year period. The City's cost for the portion of the new animal shelter construction was not budgeted for in the Fiscal Year (FY) 2016-17 Police Department budget. This action provides for the appropriate funding and remittance to OC Animal Care for FY 2016-17.

RECOMMENDATION:

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

1. Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California authorizing a Budget Amendment in Fiscal Year 2016-17 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriation for actual expenditures to pay the invoice to County of Orange (OC Animal Care Services) for a total amount of \$65,000.

DISCUSSION:

The City's cost for the new animal shelter construction was not budgeted for in the Fiscal Year (FY) 2016-17 Police Department budget. The Department has been paying the invoices for the new construction out of the overall animal services budget and does not have sufficient funds to pay the balance for the remainder of the year. This action provides for the appropriate funding and remittance to OC Animal Care for FY 2016-17. The necessary funds for both animal care and new shelter construction have been budgeted for in the FY 2017-18 budget and were approved on June 20, 2017.

**1.m.
July 18, 2017**

FISCAL IMPACT:

The budget amendment with County of Orange (OC Animal Care Services) is for a total amount of \$65,000. Funding for these services would be covered by General Fund Balance.

Prepared by:

 FOR J.K.

Julie Kennicutt
Senior Management Analyst

Reviewed and approved:



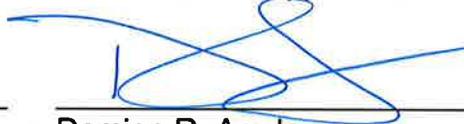
Darin Lenyi
Chief of Police

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Budget Resolution

RESOLUTION NO. R-2017-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2016-17 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2016-17 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2016-17, Resolution No. R-2016-34, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account #	Amount	Type
Gen Fund	Animal Control Svcs	Police Dept.	103045-6280	65,000.00	Expense
Gen Fund	Fund Balance		0010-3001	65,000.00	Fd Balance

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

PASSED, ADOPTED AND APPROVED this 18th day of July, 2017.

Craig Green, 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 6th day of September, 2016 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 18, 2017

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH HALO CONFIDENTIAL SERVICES

FISCAL
IMPACT: EXPENSE: NOT TO EXCEED \$60,000 PER YEAR
BUDGETED: \$60,000 PER YEAR

SUMMARY:

Throughout the year, the City of Placentia conducts employee recruitment processes for a wide variety of full and part-time positions. As a part of that process and prior to final appointment, a background screening is conducted to ensure the proper vetting of candidates is conducted and the highest quality individuals are hired. Due to the high security, fiduciary responsibilities, and confidential nature of certain positions including Police, Finance and Administrative Department personnel, a more extensive background is often required. Halo Confidential Services (Halo), a third party professional firm, provides background screening and training services support for public agencies, including Placentia. This action would approve a new agreement with the City for continued support of background and training processes.

RECOMMENDATION:

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

1. Approve the Professional Services Agreement with Halo Confidential Services for a three-year term ending June 30, 2020; and
2. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Halo Confidential Services has provided background screenings and training services for the City and the Police Department for the past ten years. The level of services provided to the City by Halo has consistently been both extremely professional and of the highest quality. The City continues to have needs in the background screening process, in particular with the high

1.n.
July 18, 2017

number of recruitments to fill existing vacancies. With the hiring of a new Office Assistant in the Police Department, the need for Halo's training services will be decreased from previous years.

FISCAL IMPACT:

The total cost for this service is not-to-exceed \$60,000. Funding for this service is included in the Fiscal Year 2017-18 General Fund Budgets of the Police Department (\$50,000) and Human Resources (\$10,000).

Prepared by:



Julie Kennicutt
Senior Management Analyst

Reviewed and approved:



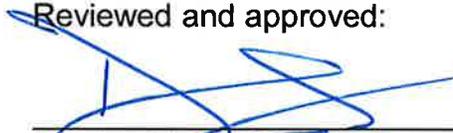
Darin Lenyi
Chief of Police

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Agreement with Halo Confidential Services
2. Scope of Work

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
HALO CONFIDENTIAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Halo Confidential Services ("Consultant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed fifty-four thousand, five hundred dollars (\$54,500.00).

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." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on June 30, 2020, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

IF TO CONSULTANT:

HALO Confidential Services
PO Box 1028
Claremont, CA 91711
Tel: 909-210-0172

Attn: Jon Strash

IF TO CITY:

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

Attn: Julie Kennicutt

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply 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, the conflict shall be resolved by giving precedence in the following

order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

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: _____

DEPARTMENTAL APPROVAL:

Darin Lenyi
Chief of Police

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

CONTRACTUAL AGREEMENT



(CA. P.I. License #26616)

Scope of Work – Police Department

The Agency has been contracted by the Client to coordinate the training and manage the training system for the police department, to provide expert consultations as needed, as well as to provide pre-employment screenings. The following is the scope of work for each of those areas.

Training Coordinator:

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

Consultations:

As a retired Riverside County District Attorney Commanding Investigator, with experience as an acting Assistant Chief Investigator, as well as experience with the Brea Police Department as a Detective, Sergeant and Acting Lieutenant, there are areas of "outside" expertise that can be tapped for consultation purposes. With expertise in all types of investigations, including corruption, internal affairs, use of force, hostile work environment; emergency services (MS degree), management issues, a variety of sensitive areas including terrorism, hiring, recruiting, testing, backgrounds, policies and procedures, etc., the department may utilize my expertise to assist with department needs. (Additional experience teaching at the college-level, several police academies, the CA State DA Investigator's Academy, the District Attorney's Academy, liaison for the Grand Jury and the Sacramento CPOA New Laws Review Committee, and the Claremont Police Commission).

Pre-employment Screenings:

Conduct required POST and additional pre-employment screenings on applicants, whether paid or volunteer, sworn or civilian, to screen for possible past and current criminal activity, sex registrants, fraud, and any other issues of integrity which could be detrimental to the Client. The Agency will provide a required report with each screening conducted. Screenings are conducted in all-inclusive cost Tiers, A-B, with A being the most in-depth, usually for sworn and other positions of great responsibility. Each Tier has a pre-set all-inclusive cost and is not based on hourly rates or additional expenses, unless customized by the Client. (See the attached Tier Scale). It is agreed that only the Client is permitted to authorize Agency personnel to perform

CONTRACTUAL AGREEMENT



(CA. P.I. License #26616)

tasks and incur fees and expenses. The Agency will conduct the screenings following the POST mandated guidelines on behalf of the Client, and will provide the reports as required in a timely manner. Additional public information research may be conducted per the Client's request, reimbursed at Agency's actual cost, which are not usually required by POST, but are beneficial to the screenings, such as specific internet searches.

Training Coordination Fees

The Client understands and agrees that the Agency is to be paid for its time and expertise as follows: **\$50** per hour per investigator (s). All Agency personnel time will be calculated in tenth-hour (1/10) increments. The Client understands and agrees that billable time shall include: (a) all computer and telephone/email related work; (b) travel time to and from meetings, required training, interviews, surveillances and trials, hearings and depositions; (c) time spent conducting research and filing paperwork; (d) report preparation time (e) time in court, hearings or depositions, including waiting time and time testifying; (f) any time necessary to manage the Client's training needs (f) time spent communicating, and/or meeting, with the Client or others as requested by the Client. Agency time sheets will be maintained and copies provided to the Client.

Consultation Fees

\$50 per hour plus costs per investigator, for all police department-related issues.

Pre-employment Screening Fees

All screenings will be conducted per the Tiers A-B preset costs (See attached). Any Agency investigator time necessary to conduct additional screening business not included in the Tier will be calculated in tenth-hour (1/10) increments at **\$50** per hour per investigator (s). The Client understands and agrees that billable time shall include: (a) travel time to and from non-inclusive interviews, surveillances and trials, hearings and depositions; (b) time spent conducting non-inclusive research; (c) additional report or memorandum preparation time billable at ½ hour per page; (d) time in audits, court, hearings or depositions, including waiting time and time testifying; and (e) time spent speaking to and meeting with the Client or others as requested by the Client. (If additional investigators are needed for personal security or witness purposes, these will be billed by hours/costs at \$35 per hour plus costs).

Scope of Work – City of Placentia Non-Police

Consultation Fees

CONTRACTUAL AGREEMENT



(CA. P.I. License #26616)

\$60 per hour plus costs per investigator, for all non-police related issues.

Pre-employment Screening Fees

All screenings will be conducted per the Tiers A-B preset costs (See attached). Any Agency investigator time necessary to conduct additional screening business not included in the Tier will be calculated in tenth-hour (1/10) increments at **\$60** per hour per investigator (s). The Client understands and agrees that billable time shall include: (a) travel time to and from non-inclusive interviews, surveillances and trials, hearings and depositions; (b) time spent conducting non-inclusive research; (c) additional report or memorandum preparation time billable at ½ hour per page; (d) time in audits, court, hearings or depositions, including waiting time and time testifying; and (e) time spent speaking to and meeting with the Client or others as requested by the Client. Background investigations are not POST mandated, therefore not all portions of the POST backgrounds will be conducted. Placentia Human Resources requests that they conduct all previous employer contacts, but also requests that each background include the TLO data search, 5-counties superior court searches, as well as other on-line searches. Each background will be tailored to the needs of HR and the specific position. Some positions, such as the Finance Director position, requires all 3 major credit company reports, while some part-time positions do not require a credit report. The management positions require a polygraph, however other part-time positions do not. Each background will fall into a Tier, however depending on the needs of the specific position, the Tier could be added to or subtracted from, both financially and as far as work load. (If additional investigators are needed for personal security or witness purposes, these will be billed by hours/costs at \$45 per hour per plus costs).

Expenses

The Client agrees to reimburse the Agency for all reasonable expenses incurred during and as part of its representation of the Client. Non-inclusive Tier Expenses will be itemized on each invoice by date, description and amount. Reimbursable expenses include, but are not limited to: (a) vehicle mileage at a rate of **56 cents** per mile; (b) long distance telephone charges; (c) hotel accommodations; (d) coach level airfare; (e) paper, binders, photocopying/printing; (f) the actual cost of film, film processing, videotape and similar items; (g) equipment rental; (h) parking; and (i) meals for agency personnel consumed in connection with necessary activities outside normal business hours of 8:00 a.m. and 5:00 p.m. The Agency will maintain copies of all receipts for individual expenses in excess of \$25.00 which will be available upon request. The Agency agrees to obtain the Client's permission before incurring any single expense if it reasonably appears to the Agency in advance that the expense is likely to exceed **\$100.00**.



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

JULY 2017
Background Screening
Pricing Tiers A-B

TIER A (Sworn/Reserve/Safety Dispatcher/Expertise Civilians) \$1,400*

-POST required backgrounds. National criminal background check, as well as county and state criminal records, SSN verification, address history, sexual offender registry. Background reports include, when available, a criminal and sex offender check, lawsuits, judgments, liens, bankruptcies, home value & property ownership, address history, phone numbers, relatives and associates, neighbors, marriage/divorce records and more **(additional TLO cost \$11.50)**

-5 local county superior court records searches for Los Angeles, Orange, Riverside, San Bernardino, San Diego, and other previous counties they resided in, including out-of-state if available; criminal and civil searches; driving record **(additional court cost if any, ie: LA Ct = \$1 ea)**

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

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

-Contact employer references and personal references

-Credit report review

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

Partial A **\$1,000***

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

TIER B (Basic Civilian- Cadet, PSO, Secretary) **\$1,200***

Partial B **\$800***

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

All inclusive expenses except as noted and Placentia PD to provide 3-ring binders, dividers, mailings, forms/paper; if outside of local area or more detailed screening, PPD covers the time/cost. Additional investigation work or lesser investigations costs will be determined between the Agency and the Client on a case by case basis. **If applicant*

withdraws or is disqualified early on, depending on amount of time (normally less than 8 hrs.) and cost involved, HALO may charge Placentia by the hourly rate of \$50 per hour plus costs of mileage (.56 per mile), actual costs of data searches, and any other costs, not to exceed \$800. If additional investigators are needed, their time will be charged at \$35 per hour. Late fees of simple 10% will be charged if an invoice is not paid within 31 days of dated invoice, and for each 30-day period thereafter. Reports may be withheld and additional BGI's frozen if no payment is received. "Rush Jobs" are available at an additional cost to be agreed upon by the Agency and Client based on the needs of the Client.

July 2017

TIER A (Non-Police Mid-Manager, Manager, Director, Trusted Positions)
\$1,400*

- Background Investigation. Includes Application/Personal History Statement review/interviews, notarized releases/waivers*, Live Scan*, Photograph, Pre-investigative Questionnaire, review of Polygraph* if requested, Social Media search, TLO & Online Data Search* (at actual cost), Automated Search/DMV via Dispatch, Police Agency Contact inquiries, Military verification, Original Document verification: Birth, Social Security, CDL, diplomas and degrees, transcripts, marriages/divorces/dependents, judgments, vehicle insurance, vehicle registration, proof of citizenship/naturalization, credit report/review, any involved police reports.

Areas to be completed by HR usually, includes the previous employer contacts. The Agency and the Client will agree upon what areas will be included in each background based on the needs of the Client and the position in question, on a case by case basis. The fee can go up or down depending on the work load requested.

*Online data search includes national criminal background check, as well as county and state criminal records, SSN verification, address history, sexual offender registry. When available, a criminal and sex offender check, lawsuits, judgments, liens, bankruptcies, home value & property ownership, address history, phone numbers, relatives and associates, neighbors, marriage/divorce records and more (*additional TLO actual cost: \$11.50; plus any additionally requested searches*).

-5 local county superior court records searches for Los Angeles, Orange, Riverside, San Bernardino, San Diego, and other previous counties they resided in, including out-of-state if available; criminal and civil searches; driving record (*additional court cost if any, i.e.: LA Ct = \$1 each name*).

-Separate Attorney General Meagan's Law search for sexual registrants (name and address); Various other searches such as Google, White Pages, USS, MySpace, Face Book, LinkedIn, social networks, etc.

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

Partial A **\$1,000***

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

TIER B (Part-time, Secretary, GIS, Etc.) **\$1,200***

Partial B**\$800***

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

**All-inclusive expenses except as noted and Placentia to provide 3-ring binders, dividers, mailings, forms/paper, polygraph, Live Scan, notary; if outside of local area or more detailed screening, Placentia covers the time/cost. Additional investigation work or lesser investigations costs will be determined between the Agency and the Client on a case by case basis. If applicant withdraws or is disqualified early on, depending on amount of time (normally less than 8 hrs.) and cost involved, HALO may charge Placentia by the hourly rate of \$60 per hour plus costs of mileage (.56 per mile), actual costs of data searches, and any other costs, not to exceed \$1,000. If additional investigators are needed, their time will be charged at \$45 per hour. Late fees of simple 10% will be charged if an invoice is not paid within 31 days of dated invoice, and for each 30-day period thereafter. Reports may be withheld and additional BGI's frozen if no payment is received. "Rush Jobs" are available at an additional cost to be agreed upon by the Agency and Client based on the needs of the Client.*

July 2017



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 18, 2017

SUBJECT: **RESOLUTION FOR GRANT FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER THE ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CITY OF PLACENTIA CATCH BASIN INSERT PROJECT PHASE 4**

FISCAL

IMPACT: EXPENSE: \$ 40,000 CALRECYCLE FUNDS – CITY MATCH AMOUNT
REVENUE: \$160,000 OCTA M2 ENVIRONMENTAL CLEANUP GRANT

SUMMARY:

As a part of complying with the City's National Pollutant Discharge Elimination System (NPDES) Permit, the City has installed automatic retractable screens at various locations throughout the City. These devices have proven to be an effective Best Management Practice (BMP) for the City in complying with its NPDES regulations. A grant application has been submitted to Orange County Transportation Authority (OCTA) in the amount of \$160,000 for a fourth phase catch basin screen insert project. In order to complete the grant application process, the City must adopt a resolution to request and accept funding for project under OCTA's M2 Environmental Cleanup Grant Program. This project was previously approved by the City Council as part of the Fiscal Year (FY) 2017-18 Capital Improvement Program (CIP) Budget.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California authorizing an application for funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project Phase 4; and
2. Authorize the City Administrator, or his designee, to execute all documents necessary for securing the grant funding, subject to City Attorney approval.

DISCUSSION:

The OCTA M2 Environmental Cleanup Program (ECP) Tier 1 Grant is designed to mitigate the more visible forms of pollutants, such as litter and debris, which collects on roadways and in catch

1.o.
July 18, 2017

basins (storm drains) prior to being deposited into waterways. The ECP Tier 1 Grant consists of grant funding for Orange County local governments to purchase equipment and upgrades for existing catch basins and other related storm water best management practices (BMPs). Examples of qualifying projects include screens, filters, and inserts for catch basins, as well as other devices designed to capture the above-mentioned pollutants.

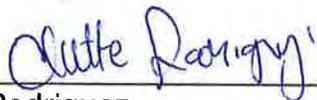
The City has successfully secured a total of \$331,191.50 in Tier 1 Grant funding during the Fiscal Years 2014-15, 2015-16 and 2016-17 grant cycle. Funding was used for the acquisition and installation of automatic retractable catch basin screens in Phases 1, 2 and 3 of this project. The proposed Phase 4 project targets ninety-five (95) catch basins on some of the City's busiest streets. Specifically, catch basins targeted under this fourth phase are focused on high-traffic roadways such as Orangethorpe Avenue, Placentia Avenue, Rose Drive, Yorba Linda Blvd, Van Buren Street, Crowther Avenue, Alta Vista Street, and Valencia Avenue. After finalizing Phase 4, Staff expects that close to 65% of the City's catch basins will be in compliance with the Trash Amendment to the local storm water permit requiring devices to be installed to prevent debris from entering the City's waterways.

OCTA issued the FY 2017-18 Tier 1 call for projects between March 13 and May 17, 2017. Staff submitted an application for \$160,000 in funding to complete a Phase 4 Catch Basin Inserts project which is proposed to be matched with \$40,000 from CalRecycle Used Oil Payment Program funds. The Phase 4 project would provide an additional ninety-five (95) automatic retractable catch basin screens mainly in high-traffic roadways such as Orangethorpe Avenue, Placentia Avenue, Rose Drive, Yorba Linda Blvd, Van Buren Street, Crowther Avenue, Alta Vista Street, and Valencia Avenue. OCTA requires approval of a resolution to finalize the application before the OCTA Board of Directors can approve the funding allocation.

FISCAL IMPACT:

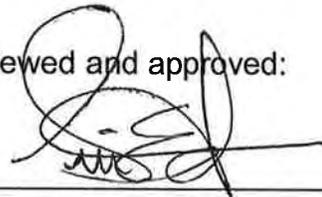
OCTA M2 Environmental Cleanup Program Tier 1 Grant requires a local match. The City will use \$40,000 from CalRecycle Used Oil Payment Program funds to meet the match requirement. No General Fund dollars will be used for the project.

Prepared by:



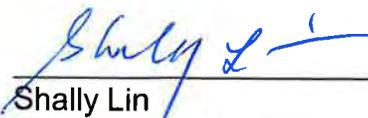
Ivette Rodriguez
Management Analyst

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution

RESOLUTION NO. R-2017-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE CITY OF PLACENTIA CATCH BASIN INSERTS PROJECT, PHASE 4

A. Recitals.

(i) Orange County Local Transportation Ordinance No. 3, dated July 24, 2006, and is known and cited at the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange county beaches and waterways from transportation-generated pollution (urban runoff) and improve water quality.

(ii) The Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation of catch basin Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects.

(iii) Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals.

(iv) The City of Placentia possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project.

(v) The City Council of the City of Placentia hereby authorizes the nomination of the Catch Basin Inserts Project Phase 3 including all understandings and assurances contained therein, and authorizes the person identified as the official representative of the City of Placentia to act in connection with the nomination and to provide such additional information as may be required.

(vi) The City of Placentia shall maintain and operate the equipment acquired and installed.

(vii) The City of Placentia will provide OCTA representatives access to and the right to examine all records,

books, papers or documents related to the funded Tier 1 Grant Project.

(viii) The City of Placentia shall comply, as applicable, with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules, and/or regulations.

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., above.

2. The City Council of the City of Placentia hereby authorizes the City Administrator as the official representative of the City of Placentia to accept the \$160,000 funds requested for the Environmental Cleanup, Tier 1 Grant Program for the Catch Basin Inserts Project, Phase 4.

3. The City of Placentia, agrees to fund its share of the project costs with \$40,000 in CalRecycle Used Oil Payment Program funds and any additional costs over the identified programmed amount.

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

PASSED AND ADOPTED this 18TH day of July 2017.

Craig S. Green, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO
HEREBY CERTIFY that the foregoing Resolution No. was adopted at
a regular meeting of the City Council of the City of Placentia,
held on the 18TH day of July, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: JULY 18, 2017

SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE PLACENTIA POLICE MANAGEMENT ASSOCIATION**

FISCAL

IMPACT: Fiscal Year 2016-17 \$ 30,870 (Estimated)
Fiscal Year 2017-18 \$171,375 (Estimated)
Fiscal Year 2018-19 \$268,850 (Estimated)

SUMMARY:

The City of Placentia's full-time workforce includes employees that are represented by bargaining groups including the Police Management, Police Officers, and the General Employees units. The Meet and Confer process between the City and the Placentia Police Management Association (PPMA) has been concluded. This action approves the Memorandum of Understanding (MOU) with a 2½ year term expiring February 28, 2019.

RECOMMENDATION:

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

1. Approve the Memorandum of Understanding with the Placentia Police Management Association as outlined in Exhibit 1; and
2. Approve Resolution, R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17 in Compliance with the City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures; and
3. Authorize the City Administrator, Director of Administrative Services, and Human Resources Manager to execute the document on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

The MOU between the City and the PPMA expired on June 30, 2016. The Director of Administrative Services and the Human Resources Manager have been in discussion with PPMA Board Representatives over the past seven months. With City Council direction and both formal

1.p.
July 18, 2017

and informal meetings, the negotiation process has been successfully completed between the parties.

The provisions of the proposed MOU include the following compensation and benefit adjustments:

1. City and PPMA agree to maintain status quo of MOU ending 6/30/2016 with the addition of the items listed herein.
2. TERM: 2 ½ years 07/01/2016 – 02/28/2019
3. City agrees to Market Rate Adjustments of 3% effective March 1, 2017 (pay period beginning February 26, 2017) and 3% effective March 1, 2018.
4. Effective January 1, 2017, City will provide CalPERS Medical Benefit contributions as follows:

Employee Only	-	\$664/month
Employee + 1	-	\$1,394/month
Employee + 2	-	\$1,782/month

Retirees hired prior to November 21, 1995:

Retiree < 65		
Retiree Only	-	\$664/month
Retiree + 1	-	\$1,394/month
Retiree + 2	-	\$1,782/month

Retiree > 65

Retiree Only	-	\$441/month
Retiree + 1	-	\$878/month
Retiree + 2	-	\$1,403/month
Medicare/Basic	-	\$1,170/month

City agrees to provide contribution of 95% of PORAC rate for calendar years 2018 and 2019.

5. Effective with the execution of the agreement, provide an additional 1.5% for POST Supervisory Certificate (6.5% total).
6. Effective January 1, 2017, City will provide dental enhancement to the Principal PPO Plan/Principal Point-Of-Service (POS) Dental Plan to include orthodontic coverage, this benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan.
7. City to provide fifty-eight (58) hours of cashable Holiday Leave in recognition of the City holiday closure between December 16, 2016 and January 2, 2017 to be utilized or bought down by member employees by June 30, 2017. Hours utilized and/or bought down are subject to the normal approval process and will be prorated for new employees.

Employees must be employed during Holiday Closure period between December 16, 2016 and January 2, 2017 to be eligible. Holiday Leave Hours are independent of Annual Leave Buy Down Program.

8. City to provide fifty-eight (58) hours of cashable Holiday Leave in recognition of the City holiday closure between December 18, 2017 and January 2, 2018 to be utilized or bought down by member employees by June 30, 2018. Hours utilized and/or bought down are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 18, 2017 and January 2, 2018 to be eligible.
9. City to provide forty-eight (48) hours of cashable Holiday Leave in recognition of the City holiday closure between December 24, 2018 and January 4, 2019 to be utilized or bought down by member employees by June 30, 2019. Hours utilized and/or bought down are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 24, 2018 and January 4, 2019 to be eligible.
10. Effective with the execution of the agreement, City agrees to add shift differential pay of 2.5% for those members assigned to night shift.
11. Effective with the execution of the agreement, City agrees to provide specialty pay differential of 5% for unit member assigned to Field Training Officer (FTO) Coordinator.
12. City agrees to modify POST Certification Salary Differential to allow Chief of Police the discretion to hire lateral transfers at an appropriate initial pay step consistent with the employee's experience and background, in advance of serving one year with the Placentia Police Department. City further agrees to allow modification of accrual rate for PTO/Vacation Leave for lateral transfers based on employee's experience and background, at the discretion of the Chief of Police and within range of current accrual rates (3.08/4.62/6.46 hours per pay period).
13. City agrees to provide unit members with Finder's Fee of \$1,000 for recruitment of Police Officers, including lateral hires that successfully complete FTO program.
14. Effective with the execution of the agreement, current overtime parameters for Lieutenants will continue until such time as all three (3) Lieutenant positions are filled. Once filled, and as authorized by the Chief of Police, Lieutenants will be eligible for overtime for Command Incident Level or any other specific circumstances authorized by the Chief of Police. Police Lieutenants will be eligible to annually receive Management Administrative Leave (MAL) Hours consistent with other mid-management employees (currently 80 hours per calendar year) which will be prorated for 2017. The Lieutenants will be eligible for overtime pay following working overtime hours equal to the MAL Hours received. The MAL Hours can be used for time off or can be bought back at the end of the year received at the employee's regular hourly rate of pay. The buyback of MAL Hours will be in addition to the 150 hours of leave buy back currently available to eligible employees. Overtime

must be authorized by the Chief of Police in advance of any overtime worked via the Overtime Authorization Form.

15. Parties agree to finalize all language updates and "clean up" items of existing MOU (6/30/2016) prior to August 31, 2017.
16. Parties agree to work cooperatively to update and amend the Employer-Employee Relations Resolution of the City of Placentia, previously adopted in 1971.
17. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

FISCAL IMPACT:

The total cost for the aforementioned benefit adjustments is estimated at \$30,870 for the Placentia Police Management Association members for Fiscal Year 2016-17. The fiscal impact for Fiscal Years 2017-18 and 2018-19 will be \$171,375 and \$268,850, respectively.

Prepared by:

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Exhibit 1-Proposed amendments to the PPMA MOU
2. Budget Resolution

City of Placentia and Placentia Police Management Association

Pursuant to the informal meeting held on Monday, June 19, 2017 between representatives of the City and representatives of the PPMA, the following terms have been tentatively agreed upon and have been approved by the Placentia City Council contingent upon this resolving the existing dispute and leading to a complete Memorandum of Understanding between the City and the PPMA.

- 1. City and PPMA agree to maintain status quo of MOU ending 6/30/2016 with the addition of the items listed herein.
- 2. TERM: 2 ½ years 07/01/2016 – 02/28/2019
- 3. City agrees to Market Rate Adjustments of 3% effective March 1, 2017 (pay period beginning February 26, 2017) and 3% effective March 1, 2018.
- 4. Effective January 1, 2017, City will provide CalPERS Medical Benefit contributions as follows:

Employee Only	-	\$664/month
Employee + 1	-	\$1,394/month
Employee + 2	-	\$1,782/month
Retirees hired prior to November 21, 1995:		
Retiree<65		
Retiree Only	-	\$664/month
Retiree +1	-	\$1,394/month
Retiree + 2	-	\$1,782/month
Retiree>65		
Retiree Only	-	\$441/month
Retiree +1	-	\$878/month
Retiree +2	-	\$1,403/month
Medicare/Basic	-	\$1,170/month

City agrees to provide contribution of 95% of PORAC rate for calendar years 2018 and 2019.

- 5. Effective with the execution of the agreement, provide an additional 1.5% for POST Supervisory Certificate (6.5% total).
- 6. Effective January 1, 2017, City will provide dental enhancement to the Principal PPO Plan/Principal Point-Of-Service (POS) Dental Plan to include orthodontic coverage, this benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan.

7. City to provide fifty-eight (58) hours of cashable Holiday Leave in recognition of the City holiday closure between December 16, 2016 and January 2, 2017 to be utilized or bought down by member employees by June 30, 2017. Hours utilized and/or bought down are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 16, 2016 and January 2, 2017 to be eligible. Holiday Leave Hours are independent of Annual Leave Buy Down Program.
8. City to provide fifty-eight (58) hours of cashable Holiday Leave in recognition of the City holiday closure between December 18, 2017 and January 2, 2018 to be utilized or bought down by member employees by June 30, 2018. Hours utilized and/or bought down are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 18, 2017 and January 2, 2018 to be eligible.
9. City to provide forty-eight (48) hours of cashable Holiday Leave in recognition of the City holiday closure between December 24, 2018 and January 4, 2019 to be utilized or bought down by member employees by June 30, 2019. Hours utilized and/or bought down are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 24, 2018 and January 4, 2019 to be eligible.
10. Effective with the execution of the agreement, City agrees to add shift differential pay of 2.5% for those members assigned to night shift.
11. Effective with the execution of the agreement, City agrees to provide specialty pay differential of 5% for unit member assigned to Field Training Officer (FTO) Coordinator.
12. City agrees to modify POST Certification Salary Differential to allow Chief of Police the discretion to hire lateral transfers at an appropriate initial pay step consistent with the employee's experience and background, in advance of serving one year with the Placentia Police Department. City further agrees to allow modification of accrual rate for PTO/Vacation Leave for lateral transfers based on employee's experience and background, at the discretion of the Chief of Police and within range of current accrual rates (3.08/4.62/6.46 hours per pay period).
13. City agrees to provide unit members with Finder's Fee of \$1,000 for recruitment of Police Officers, including lateral hires that successfully complete FTO program.
14. Effective with the execution of the agreement, current overtime parameters for Lieutenants will continue until such time as all three (3) Lieutenant positions are filled. Once filled, and as authorized by the Chief of Police, Lieutenants will be eligible for overtime for Command Incident Level or any other specific circumstances authorized by the Chief of Police. Police Lieutenants will be eligible to annually receive Management Administrative Leave (MAL) Hours consistent with other mid-management

employees (currently 80 hours per calendar year) which will be prorated for 2017. The Lieutenants will be eligible for overtime pay following working overtime hours equal to the MAL Hours received. The MAL Hours can be used for time off or can be bought back at the end of the year received at the employee's regular hourly rate of pay. The buyback of MAL Hours will be in addition to the 150 hours of leave buy back currently available to eligible employees. Overtime must be authorized by the Chief of Police in advance of any overtime worked via the Overtime Authorization Form.

15. Parties agree to finalize all language updates and "clean up" items of existing MOU (6/30/2016) prior to July 31, 2017.
16. Parties agree to work cooperatively to update and amend the Employer-Employee Relations Resolution of the City of Placentia, previously adopted in 1971.
17. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

RESOLUTION NO. R-2017-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA AUTHORIZING A BUDGET AMENDMENT FOR
THE FISCAL YEAR 2016-17 BUDGET.**

A. Recitals

(i). The adopted budget for the Fiscal Year 2016-17 sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when changes in revenue and expenditure estimates are determined to be necessary.

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

2. The adopted budget for Fiscal Year 2016-17, Resolution No. R-2017-XX, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT
General Fund	Salaries	Police	103041-5001	\$30,870.00
General Fund	Fund Bal.	n/a	0010-3001	-30,870.00

PASSED, ADOPTED AND APPROVED this 18th day of July, 2017.

CRAIG S. GREEN, 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 18th day of July, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTANHAUSEN,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: JULY 18, 2017

SUBJECT: AGREEMENT WITH WESTERN AUDIO VISUAL TO FURNISH, INSTALL, AND INTEGRATE AUDIOVISUAL EQUIPMENT INTO THE EMERGENCY OPERATIONS CENTER (EOC)

FISCAL

IMPACT: EXPENSE: \$59,000 Fiscal Year 2017-18 Capital Improvement Program Budget
REVENUE: \$24,000 Public, Education and Government Access (PEG) Funds
\$35,000 Public Safety Mitigation Funds (\$35,000)
No General Fund dollars will be used on this project.

SUMMARY:

The City's Emergency Operations Center (EOC) was renovated during Fiscal Year 2016-17 to include all needed physical improvements to the facility. Improvements included a new drop ceiling and new lighting, upgraded electrical, new flooring, renovated walls and painting, installation of new counter tops and storage cabinetry, and installation of new data ports. In addition, new work stations, chairs, computers and monitors were installed along with flat panel televisions. The newly renovated facility is now ready for Phase II of the project which will create the actual connectivity and functionality to allow the space to be utilized as the City's EOC as well as a training and conference room for all City departmental operations.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Western Audio Visual for the Emergency Operations Center Phase II Improvements for an amount not-to-exceed \$59,000.00; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City has responsibility to respond to the needs of the community in the event of a man-made or natural disaster. To this end, the City utilizes the EOC to facilitate all emergency response and communication. In addition, the EOC has the flexibility and versatility to be utilized as a training

1.q.
July 18, 2017

center as well as a conference meeting room. The EOC was physically improved in 2016-17 and now is set for the final audiovisual upgrades.

The Phase II proposed includes all necessary technology upgrades to make the EOC fully functional and highly efficient for the myriad of purposes outlined above. The project will include the equipment and installation of a video matrix switching system, audio conferencing system, and AV (Audiovisual) control system.

The City received and evaluated three (3) proposals from vendors that included providing equipment, installation, warranty, and training of Staff. The following table provides the amounts received from each vendor:

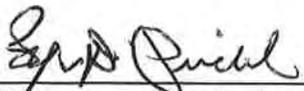
VENDOR	COST
Western Audio Visual	\$58,861.51
VMI Inc.	\$71,843.64
Golden Star Technology	\$71,225.17

Staff reviewed the proposals and project experience, including additional technical review by a sound and production professional. While all three companies providing quotes have solid reputations and experience, Western Audio Visual has not only the experience but was the lowest bid received.

FISCAL IMPACT:

Western Audio Visual has proposed a not-to-exceed cost of \$58,861.51 to provide the requested audiovisual equipment, installation services, and Staff training. City Council allocated a combination of Public, Education and Government (PEG) Access Funds (\$24,000) and Public Safety Mitigation Funds (\$35,000). No General Fund money will be used for this improvement project.

Prepared by:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

Professional Services Agreement with Western Audio Visual

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
Western Audio Visual**

THIS AGREEMENT is made and entered into this 24th day of July, 2017 "Effective Date", by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Western Audio Visual, ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to Perform Audio Visual Installation as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Fifty-Eight Thousand, Eight Hundred Sixty One Dollars, and Fifty One Cents (\$58,861.51).

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 5 months, ending on December 31, 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 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

IF TO CONSULTANT:

Western Audio Visual
1592 N. Batavia St., Suite #2
Orange, CA 92867
Tel: (714) 637-7272

Attn: Hailey Schellin

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8142

Attn: Stephen D. 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.

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

Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten

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

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

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

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

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

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

incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

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

Agreement.

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

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: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL



Hailey Schellin
 6353 Corte Del Abeto, Suite 106
 Carlsbad, CA 92011
 Phone: (760) 438-8948
 Fax: (760) 438-0066

Orange County Office:
 1592 N. Bateville St., Suite #2
 Orange, CA 92667
 Phone: (714) 837-7272
 Fax: (714) 837-7330

Cell: (949) 584-7028
 hshelly@wavy1.com
 www.wavy1.com

Prepared for:
COMPANY: City of Placentia
ATTENTION: Eric Lowy
ADDRESS: 401 E. Chapman Ave.
 Placentia, CA 92870
TELEPHONE: (714) 993-8152
FAX PHONE: -
E-MAIL: elowy@placentia.org

DATE: July 12, 2017
TERMS: NET 30
FOB: Destination
SALES TAX: 7.7500%
DELIVERY: TBD
QUOTE VALID: 30 Days
REVISION: C
WAV PROJECT #: TBD

EQUIPMENT						
Item	Qty	Manufacturer	Model	Description	PRICE	EXTENSION
Display System						
	8	Samsung		LED Displays		Owner Furnished
	8			Wall Mounts		Owner Furnished
Interface and Switching System						
1		Crestron	DM-MD16X16	16X16 DigitalMedia™ Switcher	\$ 4,730.00	\$ 4,730.00
10		Crestron	DMC-C	DigitalMedia 8G+D Input Card	\$ 330.00	\$ 3,300.00
4		Crestron	DMC-4K-HD-HDCP2	4K HDMI® Input Card (Tuner #1, Tuner #2, CCTV, Clickshare)	\$ 440.00	\$ 1,760.00
5		Crestron	DMC-4K-HDO	2-Channel 4K Scaling HDMI® Output Card	\$ 990.00	\$ 4,950.00
10		Crestron	DM-TX-4K-100-C-1G-B-T	Wall Plate 4K DigitalMedia 8G+D Transmitter 100, Black Textured (2 Transmitters in each Floorbox)	\$ 386.00	\$ 3,850.00
1		Crestron	DM-PSU-16	16-Port PoDM Power Supply	\$ 963.00	\$ 963.00
1		Barco	CSC-1	Wireless Presentation Gateway (4-Button Set)	\$ 3,343.00	\$ 3,343.00
Sources Provided by Owner						
(2) CATV Tuners with HDMI Output						
CCTV Feed with HDMI Output						
Audio System						
1		Biamp	TesiraFORTE AVB VI	TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 channels of AVB, Sona™ Acoustic Echo Cancellation (AEC) technology and 2-Channel VoIP interface	\$ 2,199.00	\$ 2,199.00
6		Biamp	CM1-6W	6 inch gooseneck miniaturized cardioid condenser microphone with a fully integrated preamp, white	\$ 239.00	\$ 1,434.00
6		Biamp	JB-CM1	Metal Safety Junction Box	\$ 22.00	\$ 132.00
1		QSC	SPA2-60	1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8Ω & 4Ω, Bridged operation 200 watts into 8Ω & 4Ω, and 250 watts into 70v and 100v	\$ 330.00	\$ 330.00
8		QSC	AC-C6T	6.5" Two-way ceiling speaker, 70/100V transformer with 8Ω bypass, 110° conical coverage	\$ 76.00	\$ 608.00
1		Shure	SLX24/SM58-G5	Includes SLX24/SM58 Handheld Transmitter with SM58 Microphone	\$ 468.00	\$ 468.00
Control System						
1		Crestron	PRO3	3-Series Control System®	\$ 2,915.00	\$ 2,915.00
1		Crestron	C3COM-3	3-Series™ Control Card - 3 COM Ports	\$ 385.00	\$ 385.00
1		Crestron		X-Panel for System Control at Multiple Operator Consoles	\$ -	Included In Programming
1		Crestron	TSW-UMB-60	Universal Mounting Bracket	\$ 20.00	\$ 20.00
1		Crestron	TSW-1060-B-S	10.1" Touch Screen, Black Smooth	\$ 1,200.00	\$ 1,200.00
Miscellaneous Components						
1		Western AV	Misc.	Miscellaneous Materials, Cabling & Connectors	\$ 743.00	\$ 743.00
1		Middle Atlantic	ERK-3525-AV	ERK Series Rack, 35 RU, 25"D, AV Configured	\$ 1,241.00	\$ 1,241.00
1		Middle Atlantic		Miscellaneous Rack Materials	\$ 303.00	\$ 303.00
4		Liberty	DL-HFC-025F	25' DigitalLinx Plenum rated Hybrid Copper / Fiber Optic HDMI with detachable heads	\$ 169.00	\$ 636.00
2		Liberty	DL-HFC-050F	50' DigitalLinx Plenum rated Hybrid Copper / Fiber Optic HDMI with detachable heads	\$ 211.00	\$ 422.00
2		Liberty	DL-HFC-075F	75' DigitalLinx Plenum rated Hybrid Copper / Fiber Optic HDMI with detachable heads	\$ 275.00	\$ 550.00
EQUIPMENT SUB-TOTAL					\$	36,482.00
SHIPPING AND HANDLING					\$	1,097.84
TAX					\$	2,912.44



NON-EQUIPMENT	
Engineering, Drafting & DSP	\$ 2,048.00
Control Programming	\$ 4,320.00
Project Management	\$ 654.00
Staging & Assembly	\$ 830.00
Installation & Testing	\$ 8,300.00
Training	\$ 332.00
Service/Preventative Maintenance (1 YEAR)	\$ 1,328.00
Sub-Contract	\$ -
G & A	\$ 547.23
Electronic Waste Recycling Fee	\$ -
NON-EQUIPMENT TOTALS	\$ 16,369.23
PROPOSAL TOTAL	\$ 59,881.51

Basic Warranty: The AV System is warranted against all defects of material and workmanship, as a system, as well as individual components, for a period of 90 Days after date of acceptance or first used. If individual manufacturers warranty their equipment for a longer period, the manufacturer's warranty will apply, unless Extended Warranty is purchased.

Notes: Displays and Mounts installed by City

AUTHORIZED SIGNATURE

DATE

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: JULY 18, 2017

SUBJECT: **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH IRWIN BORNSTEIN**

FISCAL
IMPACT: EXPENSE: NOT-TO-EXCEED AMOUNT: \$63,000

SUMMARY:

In January 2017 the City entered into a Professional Services Agreement with Irwin Bornstein for assistance with financial consulting services. This action would extend the timeline for additional temporary financial consulting services until December 31, 2017. Costs associated with the contract services would be paid for utilizing salary savings derived from the vacant Finance positions.

RECOMMENDATION:

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

1. Approve Amendment No. 2 to Professional Services Agreement with Irwin Bornstein for an additional not-to-exceed amount of \$63,000; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In order to assist with the Finance Department operations and provide high level professional financial support during the City's recovery process, the City entered into an agreement with the professional firm of Irwin Bornstein to provide temporary financial consulting services.

The updated scope of work with Irwin Bornstein would provide for services through the month of December, 2017. The additional services include a review of the overall financial condition of the City including cash projections, managing the citywide annual fee study, assisting with the Citizens Fiscal Sustainability Task Force 10-year forecast and work plan, implementing a new budgeting module and providing recommendations to City Administrator on goals and objectives for the Finance Department. As the recruitment for a permanent Director of Finance has taken additional time due to the challenges of the embezzlement, the services of Mr. Bornstein are

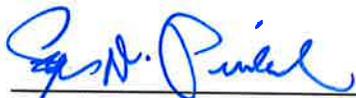
1.r.
July 18, 2017

necessary to continue moving the Finance Department forward while supplying the City Administrator and the City with on-site professional support.

FISCAL IMPACT:

The amendment with Irwin Bornstein is for an additional not-to-exceed amount of \$63,000. The hourly rate of pay is \$125 per hour. Funding for these professional services are included in the Fiscal Year 2017-18 Finance Department Budget.

Prepared by:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with Irwin Bornstein
2. Amendment No. 2 to Professional Services Agreement with Irwin Bornstein

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
Irwin Bornstein**

THIS AGREEMENT is made and entered into this 31st day of January, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Irwin Bornstein, ("Consultant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Hourly rate of \$125.00 per hour.

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 Administrator of Director of Administrative Services, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in compliance with the City Administrator's direction on scheduled needs approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties.

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 approximately six months, ending on July 31, 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.
- (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) 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. 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.

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:

Mr. Irwin Bornstein
Monte-pel Finance Consultant
28241 Crown Valley Parkway - Suite F-404
Tel: 949-910-5617 Laguna Niguel, 92677
Fax: 949-831-6123
Attn: Irwin Bornstein

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8117
Fax: 714-961-0283
Attn: Stephen Pischel
Danna 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, 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 will have control of all work and the manner in which it is performed. Any provision in this Agreement that may appear to give the City the right to direct the Consultant to the details of doing the work or to exercise a measure of control over the work means the Consultant will follow the direction of the City as to the end results of the work only. Consultant and City shall not, at any time, or in any manner, represent that Consultant or any of its employees are in any manner agents or employees of City, nor are filling any regular City staff position. 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 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.

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

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

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

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

statute.

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

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

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

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right

or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation



DAMIEN R. ARRULA, CITY ADMINISTRATOR

Date: 02/14/17

ATTEST:



City Clerk and ex-officio Clerk
of the City of Placentia
PATRICK J. MELIA

CONSULTANT



Signature
IRWIN BORNSTEIN
Name and Title
MUNICIPAL FINANCE CONSULTANT

Date: 2/2/17

APPROVED AS TO FORM:


City Attorney, CHRISTIAN L. BETTENHAUSEN

Date: 2/13/17

APPROVED AS TO INSURANCE:


Risk Management, STEPHEN D. PISCHEL

Date: 2/2/17

APPROVED AS TO CONTENT:


Project Manager, STEPHEN D. PISCHEL

Date: 2/2/17

DEPARTMENTAL APPROVAL:

N/A
Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

See Attached

Irwin B. Bornstein
Municipal Finance Consultant/Interim Executive
28241 Crown Valley Parkway, Suite F-484
Laguna Niguel, CA 92677
irwinbornsteincpa@cox.net
Phone: (949) 910-5617
Fax: (949) 831-6123

January 30, 2017

Damien R. Arrula
City Administrator
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Dear Mr. Arrula,

I enjoyed meeting with you, Stephen Pischel and Larry Schroeder last Tuesday to discuss your need for financial consulting services during the upcoming six month period. I would like to offer my assistance.

From our conversation, I understand that you would like the following services to be performed:

- Review overall financial condition of the City including cash projections and 2016-17 mid-year budget expenditures and revenues.
- Assist with development/oversight of 2017-18 budget preparation for both General Fund and Special Funds
- Review current internal controls and newly implemented policies and procedures and make recommendations as needed.
- Review current Economic Development measures and their potential impact on sales tax and property tax revenues.
- Review current Finance Department staffing structure for ultimate efficiency and appropriate internal controls.
- Provide recommendations to City Administrator on goals and objectives for Finance Department during calendar year 2017.

I would be available to provide these services beginning the week of January 30, 2017. My hourly rate for this work would be \$125.00. To provide all of these services during the next six months, I would estimate will require approximately 18-24 hours of work per week. I would bill monthly for work performed, by the 15th day of the following month, with payment due within 30 days of the receipt of invoice.

Damien R. Arrula
City Administrator
January 30, 2017
Page 2

Thank you for the opportunity to be of service to the City of Placentia. If you need any additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Irwin B. Bornstein", with a horizontal line extending to the right.

Irwin B. Bornstein

GEICO

GOVERNMENT EMPLOYEES INSURANCE COMPANY

Washington DC

**VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)**

INSURED

IRWIN BORNSTEIN AND ELLEN
GECHT
27788 HIDDEN TRAIL RD
LAGUNA HILLS, CA 92653-7823

Policy Number: 0948970603
Effective Date: 12-11-16
Expiration Date: 06-11-17
Registered State: CALIFORNIA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2011
Make: CHEV
Model: VOLT
VIN: 1G1RD6E40BU103921

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$300,000/\$300,000	
PROPERTY DAMAGE LIABILITY	\$100,000	
UNINSURED & UNDERINSURED MOTOR	\$300,000/\$300,000	
COMPREHENSIVE COLLISION		\$200 DED
RENTAL REIMBURSEMENT	\$35/DAY- \$1050 MA	\$500 DED/WAIVER

Lienholder **Additional Insured** **Interested Party**

CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA
CA 92870

Additional Information:

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.



GOVERNMENT EMPLOYEES INSURANCE COMPANY
 ONE GEICO PLAZA, WASHINGTON, D.C. 20076

**GEICO'S PERSONAL
 UMBRELLA POLICY
 RENEWAL DECLARATIONS**

POLICY NUMBER P 7044970

Policy Period From 12/11/16 To 12/11/17

PHC RE-CA- 10/21/16

INSURED NAME AND ADDRESS

IRWIN BORNSTEIN
 ELLEN GECHT
 27788 HIDDEN TRAIL RD
 LAGUNA HILLS CA 92653

THIS POLICY IS EFFECTIVE AT 12:01 A.M. STANDARD TIME AT THE RESIDENCE OF THE INSURED. INSURANCE IS PROVIDED WITH RESPECT TO THE FOLLOWING COVERAGES AND LIMITS SPECIFIED WHERE A PREMIUM IS STATED, SUBJECT TO ALL CONDITIONS OF THIS POLICY.

I. LIMIT OF LIABILITY	\$1,000,000		
II. RETAINED LIMIT	\$500		
III. RATING INFORMATION	IV. PREMIUM	V. MINIMUM REQUIRED LIMITS OF PRIMARY INSURANCE	
AUTOMOBILE 2008 HONDA	\$ 66.00	\$ 300,000/300,000/100,000	
AUTOMOBILE 1996 M BENZ	\$ 66.00	\$ 300,000/300,000/100,000	
AUTOMOBILE 2011 CHEV	\$ 66.00	\$ 300,000/300,000/100,000	
AUTOMOBILE 2013 TOYOTA	\$ 66.00	\$ 300,000/300,000/100,000	
PRIMARY RESIDENCE 27788 HIDDEN TRAIL RD LAGUNA HILLS CA 92653	\$ 75.00	\$ 300,000	
TOTAL PREMIUM	\$ 339.00		

400001704497000004012013574



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2017

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

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

PRODUCER State Farm MIKE SCHEAFER LIC #0845331 1651 BAKER ST STE B COSTA MESA, CA 92626-3742	CONTACT NAME MIKE SCHEAFER PHONE (A/C, No, Ext) 714-435-0300 FAX (A/C, No) 714-435-0181 E-MAIL ADDRESS MIKE.SCHEAFER@STATEFARM.COM INSURER(S) AFFORDING COVERAGE INSURER A State Farm General Insurance Company SAIC # 25151 INSURER B INSURER C INSURER D INSURER E INSURER F
INSURED BORNSTEIN IRWIN 27798 HIDDEN TRAIL RD LAGUNA HILLS, CA 92653-7823	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSURANCE CLASS	TYPE OF INSURANCE	AGENCY	AGENCY STATE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR STATE AGENCY AND LIMIT APPLIES PER POLICY POLICY NO. 92-CK-M463-1 CLASSIFICATION	Y		92-CK-M463-1	12/20/2016	12/20/2017	CAP. LOSS: \$1,000,000 DAMAGE TO RENTED PREMISES (if available) MEDICAL EXP. (any one person) PERSONAL & AUTO LIABILITY GENERAL AGGREGATE PRODUCTS & COMPLETED OPERATIONS
	AUTOMOBILE LIABILITY ALL AUTO BODILY INJURY MEDICAL EXPENSE ONLY SCHEDULED AUTO NON-SCHEDULED AUTO ONLY						COVERED AUTO LIABILITY (if available) OCCUR LIABILITY (Personal) MEDICAL EXP. (any one person) PROPERTY DAMAGE (Personal)
	UMBRELLA LIAB EXCESS LIAB ALL OCCASIONS						PERSONAL UMBRELLA AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ALL OCCASIONS PARTNER/EXECUTIVE OFFICERS/OWNER EXCLUDED (Mandatory in NH) ALL OCCASIONS ALL OCCASIONS OPERATIONS (if available)	Y/N					PER ACCIDENT PER EMPLOYEE EMPLOYED DAMAGE - PER EMPLOYEE
A	DEDUCTIBLE	Y		92-CK-M46J-1	12/20/2016	12/20/2017	\$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)
 COVERAGE IS PROVIDED BY STATE FARM INSURANCE AN AM BEST A++ RATED COMPANY
 ADDITIONAL INSURED: CITY OF PLACENTIA

CERTIFICATE HOLDER CITY OF PLACENTIA 401 E. CHAPMAN AVE PLACENTIA, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2017

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 Merriwether & Williams Insurance Services License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111	CONTACT NAME: Nicole Klink PHONE (A/C, No, Ext): (213) 258-3083 E-MAIL: nicole@imwis.com ADDRESS:	FAX (A/C, No): (213) 258-3099
	INSURER(S) AFFORDING COVERAGE	
INSURED Irwin Bornstein 27788 Hidden Trail Road Laguna Hills CA 92653	INSURER A: Allied World Surplus Lines Ins Co	NAIC # 24319
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1672509468 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability \$0 Ded.		0309-7078	7/17/2016	7/17/2017	Per Claim \$1,000,000 Aggregate \$2,000,000

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

PROOF OF INSURANCE

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nicole Klink/NICOLE

© 1988-2014 ACORD CORPORATION. All rights reserved.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 2 ("Amendment") to Professional Services Agreement is made and entered into effective the 18th of July, 2017, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("City"), and IRWIN BORNSTEIN, an individual, (hereinafter "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. RECITALS:

(i). City and Consultant entered into a Professional Services Agreement ("Agreement") effective January 31, 2017 through which Consultant has been providing financial consulting services as more fully explained in the Agreement.

(ii). The Parties desire to amend the Agreement to provide for changes in the scope of services, term, and compensation.

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

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

B. Amendment to Agreement.

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," at the hourly rate of \$125.00 per hour not to exceed an additional Sixty-Three Thousand Dollars (\$63,000) for 18-30 hours of work performed per week.

2. Section 4.1 of the Agreement is hereby amended to provide as follows:

This Agreement shall commence on the Effective Date and continue through December 31, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the Parties. The agreement may be renewed for an additional one year term upon mutual agreement of the Parties. The City Administrator has authority to execute any renewal terms on behalf of the City.

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, all amendments together with this Amendment No. 2 and all Exhibits attached thereto, if any, 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 Professional Services Agreement to be executed as of the day and year first above written.

CONSULTANT

By: _____
Irwin Bornstein

Date: _____

CITY OF PLACENTIA

By: _____
Craig S. Green, Mayor

Date: _____

ATTEST:

By: _____
Patrick J. Melia, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

Date: _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: JULY 18, 2017

SUBJECT: **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES, INC.**

FISCAL
IMPACT: EXPENSE: NOT-TO-EXCEED AMOUNT: \$112,500

SUMMARY:

In December 2016 the City entered into a Professional Services Agreement with MV Cheng & Associates, Inc. (MV Cheng) for assistance with recruitment efforts for a Finance Director and to provide temporary staffing services during the recruitment process. This action would extend the timeline for additional temporary staffing services for the Finance Department through December 31, 2017. Costs associated with the contract services would be paid for utilizing salary savings derived from the vacant Finance Director position.

RECOMMENDATION:

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

1. Approve Amendment No. 2 to Professional Services Agreement with MV Cheng & Associates, Inc. for a total not-to-exceed amount of \$112,500; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney; and
3. Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California authorizing a Budget Amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures.

DISCUSSION:

In an effort to provide professional support to the Finance Department during the recruitment process for a new Director of Finance, the City entered into an agreement with MV Cheng and Associates. With additional Staff turnover earlier this year, Amendment No. 1 was entered into in April 2017 to provide additional professional support at the Senior Accountant level. The Department is still in need of assistance and support in both of these professional positions as

1.s.
July 18, 2017

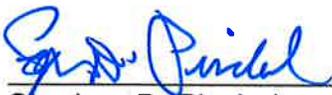
the recruitment process is continuing for both the Director of Finance and the Senior Accountant I/II positions.

The proposed expanded scope of work includes Director of Finance services through the end of the calendar year 2017 and Senior Accountant services support to the end of September 2017. These temporary staffing services would allow for continuity of business in the Finance Department until such time as the department vacancies are filled.

FISCAL IMPACT:

The amendment with MV Cheng is for a total not-to-exceed amount of \$112,500. Funding for these professional services would be offset by the salary savings of the Chief Financial Officer and Senior Accountant II vacancies.

Prepared by:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. MV Cheng & Associates, Inc. Professional Services Agreement/Scope of Work
2. Amendment No. 2 to MV Cheng & Associates, Inc. Professional Services Agreement
3. Budget Amendment Resolution

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
M V Cheng and Associates**

THIS AGREEMENT is made and entered into this 7th day of December, 2016 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and MV Cheng, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to assist in the recruitment of a Chief Financial Officer for the City of Placentia, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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 Five Thousand Dollars (\$5,000.00) billed at an hourly rate of One Hundred Dollars (\$100.00) per hour.

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 Administrator 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 six (6) months, ending on June 7, 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.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance,

and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "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:

MV Cheng & Associates
2021 Oakdale Street
Pasadena, CA 91107

Tel: (925) 963-9996
Fax: N/A
Attn: Misty Cheng
President & CEO

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: (714) 993-8229
Fax: (714) 961-0283
Attn: Larry Schroeder
Interim Chief Financial Officer

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 Arrula, City Administrator

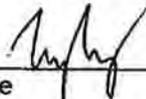
Date: 1/10/17

ATTEST:



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

CONSULTANT



Signature

Date: 12-15-16

MISTY V. CHENG, PRESIDENT & CEO

Name and Title

47-2730529

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



City Attorney

Date: 1/5/17

APPROVED AS TO INSURANCE:



Risk Management

Date: 1/3/17

APPROVED AS TO CONTENT:

E. D. O'Neil

Project Manager

Date: 1/3/17

DEPARTMENTAL APPROVAL

Benny Abraham

Name, Title *Interim Chief Financial Officer*

Date: 1/12/2017

MVC

MV CHENG & ASSOCIATES

Municipal Value Consultants

December 5, 2016

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

Dear Mr. Schroeder:

Thank you for your interest in contracting for my services. I am ready and willing to provide my services. My company charges \$100 per hour not to exceed =**\$5,000** for this engagement.

Sincerely,

Misty V. Cheng
President & CEO

EXHIBIT A

CONSULTANT'S PROPOSAL

To provide the City of Placentia qualified staff to perform the duties of the Chief Financial Officer until the position of Chief Financial Officer is filled. This position will report directly to the City Administrator. This staff will be provided on an agreed upon hourly bill rate of \$110 as approved by the City Administrator. Funding for staff will be provided outside of this agreement.

To assist the City of Placentia with its recruitment efforts for Chief Financial Officer and Financial Services Manager by reviewing advertising materials, obtaining an understanding of the City of Placentia and the Finance Department environment, active solicitation of qualified individuals with demonstrated city government finance experience, reviewing employment applications/resumes, formulating interview questions as necessary, participating on the interview panel and selection process as requested by the City of Placentia.

EXHIBIT B
CERTIFICATES OF INSURANCE



**YOUR BUSINESS INSURANCE SOLUTION
WORKERS' COMPENSATION BINDER**

Prepared for:
MV CHENG & ASSOCIATES INC
2021 Oakdale St
Pasadena, CA 91107

Reference Number: 39WECIC2354 - 000

Alison Huntington
Specialized Sales Underwriter
Specialized Sales Team
Phone: 860-602-3837
Fax: 877-538-1130
Email: Alison.Huntington@thehartford.com

Total Estimated Annual Premium for Workers' Compensation: \$ 1,727.00
Policy Minimum Premium: \$600.00 (CA)

POLICY LEVEL	Page
Coverage.....	2
RATING INFORMATION	
Class Code Details.....	2

Important Messages:

This document is a binder of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

Coverage bound for 30 days, effective 11/15/2016 By Alison Huntington
(Date) (Authorized Agent)

WHY THE HARTFORD
200 years experience | 1 million customers | Named One of the World's Most Ethical Companies | Recognized by JD Power
The Hartford is the market leader for small business with more than 200 years of experience, trusted by
over 1 million customers and rated 4.9 out of 5 by Small Businesses.

Workers' Compensation Binder of Insurance
with
Hartford Casualty Insurance Company
A member company of The Hartford
11/15/2016 - 11/15/2017

Part I - Workers' Compensation Insurance (Coverage A and C)

Statutory Coverage as provided by the following states:

California

Coverage includes Medical and Loss of Income Benefits for injuries arising out of a work related injury.

1. CA owners/officers are excluded.

Part II - Employers Liability Insurance (Coverage B)	Limits of Insurance
Bodily Injury By Accident	\$ 1,000,000 Each Accident
Bodily Injury By Disease	\$ 1,000,000 Policy Limit
Bodily Injury By Disease	\$ 1,000,000 Each Employee

Rating Information:

State: California Location: 01

Location Address: 2021 Oakdale St
Pasadena, CA 91107

Class Code	Description	Rate	Premium Basis (Rate per \$100 of Exposure)	Class Premium
8803	Auditors, Accountants, Factor Cost Or Office Systematizers - All Employees -	.24	500,000	\$ 1,200.00

State Recap:

Total Class Premium		\$ 1,200.00
CA Territorial Differential Premium	1.22	\$ 264.00
Total Estimated Annual Standard Premium		\$ 1,464.00
Expense Constant 0900		\$ 200.00
Terrorism (9740) - 500,000	.0200	\$ 100.00
CA Surcharge	2.000%	\$ 34.00
CA Small Policy Credit	6.00%	\$ -88.00
CA User Funding Assessment	.3433%	\$ 6.00
Fraud Assessment	.1741%	\$ 3.00
CA Uninsured Employers Benefits Trust Fund Assessment	.0532%	\$ 1.00
CA Occupational Safety And Health Fund	.1925%	\$ 3.00
CA Subsequent Injuries Benefits Trust Fund Assessment	.1191%	\$ 2.00
CA Labor Enforcement And Compliance Fund Assessment	.1215%	\$ 2.00
Total Estimated Annual Premium		\$ 1,727.00

Premium is based on an estimated payroll and subject to annual audit.

At the inception of the policy period our records show that you have employees located in the following states:

California

If you have employees working in any other states, please notify our office immediately.

Merit and Experience Mods are tentative and subject to final calculation.

California

The Hartford charges a fee if the insured cancels the policy before the end of the policy term. This means that the final premium may be increased by a short-rate or penalty cancellation fee, which varies depending on how early the policy is cancelled or whether your policy is subject to an annual minimum premium. The range of the penalty is 5% to 100% of the full policy premium.

Notes:

With very few exceptions, every business with employees needs to carry workers' compensation insurance. Failure to provide coverage can result in stiff penalties for the employer, including substantial fines, criminal prosecution or responsibility by the employer for any workers' compensation benefits due an injured worker.

- Our basic broad form included in this binder offers a number of enhancements *at no additional charge*. A few of these coverages include:
 - Voluntary Compensation Covered
 - Employer Liability Stop Gap in Monopolistic States
 - Pay for reasonable Expenses, including Loss of Earnings

Cash flow is very important to business owners. Are you interested in paying your Workers' Compensation premium on a pay-as-you-go basis? Ask your insurance professional today about The Hartford's payroll billing solutions for Workers' Compensation. Benefits to business owners include:

- No large premium down-payment
- Pay-as-you-go premium charges based on actual payroll
- Mitigation of audit surprises at the end of the policy period

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Terrorism Coverage and Premium

In accordance with the federal Terrorism Risk Insurance Act (as amended "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to this terrorism coverage is shown in the premium section(s) of this quote proposal or binder.

Definition of Certified Act of Terrorism

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Disclosure of Federal Share of Terrorism Losses under TRIA

The United States Department of the Treasury will reimburse insurers for 85% of insured losses that exceed the applicable insurer deductible. Effective January 1, 2016, this percentage will be reduced to 84%, effective January 1, 2017 to 83%, effective January 1, 2018 to 82%, effective January 1, 2019 to 81%, and effective January 1, 2020 to 80%.

However, if aggregate industry insured losses under TRIA exceed \$100 Billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

Cap on Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 Billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use Hartford's stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.

**DECLARATIONS
TAX AND FINANCIAL SERVICES PROFESSIONAL LIABILITY POLICY**

PRODUCER BRANCH PREFIX POLICY NUMBER

003613 969 TFS 279671984

INSURANCE IS PROVIDED BY
CONTINENTAL CASUALTY COMPANY
CNA PLAZA, CHICAGO, IL 60685
A STOCK INSURANCE COMPANY
REFERRED TO IN THIS POLICY AS WE, US, OR OUR.

1. Named Insured and Mailing Address

MV Cheng & Associates Inc.
2021 Oakdale Street
Pasadena, CA 91107-5028

* * * * * NOTICE * * * * *

THIS IS A CLAIMS-MADE POLICY AND COVERS ONLY
CLAIMS FIRST MADE AGAINST THE INSURED DURING THE
POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY
AND DISCUSS THE COVERAGE WITH YOUR INSURANCE
AGENT.

2. POLICY PERIOD: FROM: 7/01/16 TO: 7/01/17 at 12:01 A.M. Standard time at
your address shown above.

3. PRIOR ACTS DATE: 7/01/10 at 12:01 A.M

4. DEDUCTIBLE: Aggregate Deductible \$1,000

5. LIMITS OF LIABILITY: (INCLUDES CLAIM EXPENSES UNLESS AMENDED BY ENDORSEMENT)

\$1,000,000	PER CLAIM
\$2,000,000	AGGREGATE

6. FOR NON-RENEWAL 60 days notice will be given you in accordance with policy conditions.

7. PRINTED ENDORSEMENTS ATTACHED AT POLICY ISSUANCE INCLUDE:

G-138287-A (5/01) Policy	G-141584-A Policyholder Notice
G-127137-B (5/01) Declarations Page	
G-127157-B (5/01) Nuclear Energy and Pollution	
G-127164-B04 (5/01) Amendment of Termination Provisions	
G-127152-B (5/01) Claim Expenses Outside Limits	

G-127137-B
Ed. 5/01

**Request for Taxpayer
Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
MV CHENG & ASSOCIATES INC.

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC, check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2021 OAKDALE STREET

6 City, state, and ZIP code
PASADENA CA 91107

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

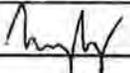
Social security number								
				-			-	
or								
Employer identification number								
4	7	-	2	7	3	0	5	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **1-10-15**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 2 ("Amendment") to Professional Services Agreement is made and entered into effective the 18th day July, 2017, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("City"), and MV CHENG & Associates, Inc., a California Corporation, (hereinafter "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. RECITALS:

(i). City and Consultant entered into a Professional Services Agreement ("Agreement") effective December 7, 2016 through which Consultant has been providing recruitment services as more fully explained in the Agreement.

(ii). The Parties desire to amend the Agreement to provide for changes in the term, and compensation.

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

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

B. Amendment to Agreement.

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed and additional One Hundred Twelve Thousand Five Hundred Dollars (\$112,500) billed at an hourly rate of One Hundred and Ten Dollars (\$110) for 20-40 hours of work performed each week for Interim Director of Finance services and Sixty-Five Dollars (\$65) for Senior Accountant services.

2. Section 4.1 of the Agreement is hereby amended to provide as follows:

This Agreement shall commence on the Effective Date and continue through December 31, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the Parties. The agreement may be renewed for an additional one year term upon mutual agreement of the Parties. The City Administrator has authority to execute any renewal terms on behalf of the City.

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, all amendments together with this Amendment No. 2 and all Exhibits attached thereto, if any, 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 Professional Services Agreement to be executed as of the day and year first above written.

CONSULTANT

By: _____ Date: _____
MV Cheng

CITY OF PLACENTIA

By: _____ Date: _____
Craig S. Green, Mayor

ATTEST:

By: _____ Date: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2017-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2017-18 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2017-18 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2017-18, Resolution No. R-2017-xx, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

FUND	DESCRIPTION	DEPARTMENT	GL ACCOUNT #	AMOUNT
General Fund	Professional Services	Finance	102020-6099	\$112,500
General Fund	Salaries/Full-Time Regular	Finance	102020-5001	(\$112,500)

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

PASSED, ADOPTED AND APPROVED this 18th day of July, 2017.

CRAIG S. GREEN, 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 18th day of July, 2017 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 18, 2017

SUBJECT: **AWARD OF CONTRACT FOR THE CHAMPIONS SPORTS COMPLEX
PLAYGROUND RENOVATION PROJECT**

FISCAL

IMPACT: EXPENSE: \$144,849.98 COMMUNITY FACILITIES DISTRICT FUND BALANCE
REVENUE: \$144,849.98 COMMUNITY FACILITIES DISTRICT FUND BALANCE

SUMMARY:

This Capital Improvement Program (CIP) project entails the complete renovation of the Champions Sports Complex (Champions) Playground Equipment. The planned improvements include the removal of the existing equipment and installation of new playground equipment. A total of three (3) cost proposals for this project were received. Staff recommends the City Council award a construction contract to the lowest responsive, responsible bidder, Great Western Recreation, Inc. in the amount of \$134,849.98, and an additional \$10,000.00 for change orders related to unforeseen conditions encountered during construction. The project budget is funded utilizing Community Facilities District Fund Balance (\$144,849.98). No General Fund monies will be used for this project.

RECOMMENDATION:

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

1. Award a Public Works Agreement to Great Western Recreation, Inc., for Champions Sports Complex Playground Equipment Renovation Project in the amount of \$134,849.98; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
3. Approve Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California Authorizing a Budget Amendment in fiscal year 2017-18 in compliance with the City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and

1.t.

July 18, 2017

4. Authorize the City Administrator to approve up to 10% in change orders for unforeseen conditions if necessary, to complete the project.

DISCUSSION:

On January 31, 2017, the Community Services Department held a community meeting to collect input on the project design for the Champions Playground Renovation Project (Project). During the meeting, the community had an opportunity to learn more about the proposed project and were able to provide their input on various playground structures. Based on the community's input, the new playground will have approximately 1,836 sq. ft. of multi-colored poured in place rubber surfacing and 200 sq. ft. of sand. The contractor will install two new playground structures, one for children between the ages of 2-5 years and the second one for children between the ages of 6-12 years. The playground structures will also include shade components to provide maximum protection against the sun, and to ensure the structures remain cooler on warm days, providing additional relief from the heat. The total project scope includes removal of deteriorated play equipment and installation of new equipment. The objective of the project is to provide a clean, safe and accessible playground for pre-school and school age children.

Staff solicited cost proposals from three (3) qualified vendors for the Project. The following table provides the proposal amounts received from each contractor:

Contractor	Proposal Amount
Great Western Recreation, Inc.	\$134,849.98
Coastal Park and Recreation	\$149,750.00
Central Coast Playgrounds	\$154,803.00

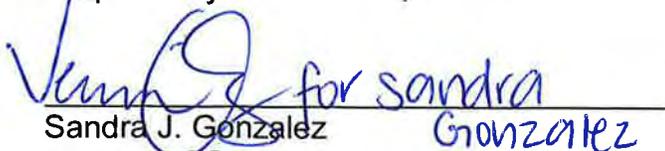
Based on the cost proposals received, Staff recommends that the City Council approve the award of contract to Great Western Recreation, Inc. (Great Western) in the total amount of \$134,849.98.

Based on Great Western's experience, references, and the low bid amount received, Staff recommends awarding a Public Works Agreement to Great Western for the Champions Sports Complex Playground Renovation Project. Should the City Council elect to award this contract, construction is anticipated to begin late-August.

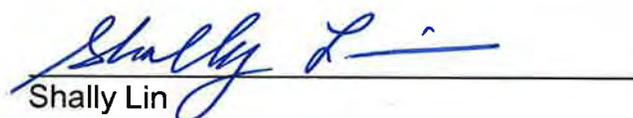
FISCAL IMPACT:

A total of \$133,000 in Community Facilities District Fund Balance have been budgeted in the FY 2017-18 CIP Budget for this Project. The additional amount of \$11,849.98 in Community Facilities District Fund Balance will be transferred into the project via a budget amendment resolution. No General Fund Dollars will be used.

Prepared by:


Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:


Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Public Works Agreement
2. Budget Resolution

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
CHAMPIONS SPORTS COMPLEX PLAYGROUND RENOVATION**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 18th day of July, 2017 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Great Western Recreation, Inc. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the Champions Sports Complex Playground Renovation as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean a Utah corporation, located at P.O. Box 97 Wellsville, UT 84339
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

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

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred Thirty Four Thousand and Eight Hundred Forty Nine Dollars and Ninety Eight Cents (\$134,849.98) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the

contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 30, 2017 unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

KJ LeCesne
P.O. Box 97
Wellsville, Utah, 84339

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be

replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

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

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

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

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

6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

Conditions:

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

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

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

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

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

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

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

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

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

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

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

to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

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

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

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

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the non-defaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Sandra J. Gonzalez

To Contractor:
Great Western Recreation
P.O. Box 97
Wellsville, Utah 84339
Attn: KJ LeCesne

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

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

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that

applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

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

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

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

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

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

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

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

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

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary

design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

Project No. CIP X-X

CITY OF PLACENTIA,
A municipal corporation and Charter City

Craig Green,
Mayor

Date: _____

ATTEST:

Patrick J. Melia,
City Clerk

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen,
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel,
Director of Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Sandra J. Gonzalez,
Director of Community Services

Date: _____

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

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

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

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

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

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

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

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

Project No. CIP X-X

BID GUARANTEE

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

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

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

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

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

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

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

Guarantor

Date: _____

Contractor: _____

By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

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

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

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

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

Project No. CIP X-X

EXHIBIT A
SCOPE OF SERVICES

Project No. CIP X-X

EXHIBIT B

SCHEDULE OF PERFORMANCE

The schedule of performance for this project requires the contractor to substantially complete this project within 60 working days starting from the date of the Notice to Proceed.

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

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

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.
 - 5.

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

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

Project No. CIP X-X

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

E. Surety Bonds

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

F. Standards for Insurance Companies

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

G. Documentation

- The Certificate of Insurance shall include the following reference: Backs Community Center ADA Improvement Project; Project No. 2016-18
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. CIP X-X

EXHIBIT D
CERTIFICATES OF INSURANCE

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Project No. CIP X-X

confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

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

Miscellaneous Provisions

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

RESOLUTION NO. R-2017-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2017-18 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2017-18 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2017-18, Resolution No. R-2017-xx, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account #	Amount	Type
CIP Fund	Champion Sports Comple	Public Work	333555-6185	11,849.98	Expense
CIP Fund	Trsf In from CDBG	Public Work	330000-7030	11,849.98	Trsf In
CFD	Trsf Out to CIP	Public Work	476562-8033	11,849.98	Trsf Out
CFD	Fund Balance	Public Work	0047-3001	11,849.98	Fd Balance

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

PASSED, ADOPTED AND APPROVED this 18th day of July, 2017.

Craig Green, 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 18th day of July, 2017 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Successor Agency to the Redevelopment Agency of the City of Placentia

AGENDA REPORT

TO: CITY COUNCIL AS SUCCESSOR AGENCY

FROM: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

DATE: JULY 18, 2017

SUBJECT: **SUCCESSOR AGENCY STAFFING SUPPORT SERVICES FOR FY 17-18**

FISCAL
IMPACT: EXPENSE: \$40,000
OFFSETTING REVENUE: \$40,000 (Successor Agency Enforceable Obligation)
BUDGETED: \$40,000 (Successor Agency Professional Services Account No.:
547525-6099)

SUMMARY:

Since October 2013, Kosmont Companies (Kosmont) has provided staffing support services to the City's Successor Agency (SA) for Redevelopment Agency (RDA) dissolution pursuant to Assembly Bill 1484 (AB 1484). Since that time, Kosmont has assisted the City in fulfilling several requirements associated with AB 1484, including submittal of our Recognized Obligation Payment Schedules (ROPS), Property Management Plan (PMP), housing successor agency property disposition list and obtaining a Finding of Completion (FOC) from the State Department of Finance (DOF). While these accomplishments are noteworthy, additional requirements of AB 1484 remain, including assistance with the State Controller's Office and Department of Finance regarding the SA's Asset Transfer Review; assistance with the distribution of low and moderate income housing funds in accordance with ABx1 26, AB 1484, and SB 107; and assistance with reviewing prior ROPS schedules and Redevelopment Property Tax Trust Fund (RPTTF) distribution schedules in an effort to prepare recommendations on the inclusion of new ROPS obligations, specifically as it relates to former City and SA administrative budget loans. At Staff's request, Kosmont has submitted a proposal to provide SA support services needed to fulfill the requirements of AB 1484.

RECOMMENDATION:

It is recommended that the City Council, acting in its sole capacity as the Successor Agency to the former Redevelopment Agency of the City of Placentia, take the following actions:

1. Approve the Professional Services Agreement with Kosmont & Associates, Inc. dba Kosmont Companies for an amount not to exceed \$40,000; and
2. Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Since October 2013, Kosmont has provided staffing support services to the City for RDA dissolution pursuant to AB 1484. Since that time, Kosmont has assisted the City in fulfilling

1.u.
July 18, 2017

several requirements associated with AB 1484, including clean-up and submittal of our ROPS, PMP, housing successor agency property disposition list and obtaining an FOC from DOF. The existing agreement with Kosmont has now expired. Additional requirements and research for SA services under AB 1484 is needed. Staff is recommending the City enter into a new agreement with Kosmont to provide successor agency support services to perform the following tasks:

- Task 1: Preparation and Distribution of Annual ROPS 2018-19
- Task 2: Assistance with State Controller's Office and Department of Finance
- Task 3: Advisory Assistance with Low and Moderate Income Housing Funds
- Task 4: Assist with Review of Prior ROPS
- Task 5: 132 Crowther Avenue Summons
- Task 6: Attend Successor Agency and Oversight Board Meetings as needed

As mentioned previously, much has been accomplished with Kosmont to address the City's requirements as a result of AB 1484; however there are still ongoing discussions with the State Controller's Office and DOF regarding the SA's Asset Transfer Review, which may result in an amendment of the annual ROPS for Fiscal Year (FY) 2017-18. In addition, Kosmont will work with SA's legal counsel and staff to jointly review and prepare recommendations and assure that the SA meets its legal obligations under AB 1484 and SB 107 with respect to the dissolution of property assets. Lastly, Kosmont will work with SA staff and legal counsel to review prior ROPS schedules and RPTTF distribution schedules in order to jointly prepare recommendations on the inclusion of new ROPS obligations in accordance with ABx1 26, AB 1484, and SB 107, specifically as it relates to former City and SA administrative budget loans.

FISCAL IMPACT:

Funds for administrative support services have been budgeted in the Successor Agency's budget and are included on the ROPS as an enforceable obligation. The proposed agreement for administrative support services will not exceed \$40,000. In addition, Kosmont's services have aided the City in securing several million dollars in enforceable obligations that DOF is now recognizing and paying to the City. These support services have ensured that the City continues to receive funds for its enforceable obligations and that the City's properties are adequately positioned for future economic development. For these reasons, Staff is recommending that the City continue to contract with Kosmont for Successor Agency administrative support. No General Fund dollars will be used for this agreement.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Damien R. Arrula
City Administrator/Executive Director

Attachments:

1. Professional Services Agreement
2. Kosmont Companies Proposal for Successor Agency Services

**CITY OF PLACENTIA PROFESSIONAL
SERVICES AGREEMENT WITH KOSMONT
COMPANIES**

THIS AGREEMENT is made and entered into this 18th day of July, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and KOSMONT & ASSOCIATES, INC., a California corporation doing business as Kosmont Companies ("Consultant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal, 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 Exhibit "A." Consultant's total compensation shall not exceed **Forty Thousand Dollars (\$40,000.00)** plus expenses at actual cost.

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 timeframe approved by City and with a completion date of June 30, 2018. 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 for a period of 12 months, ending on June 30, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "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:

Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266
Tel: (424) 456-3088

Attn: Larry Kosmont

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 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. 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
CONSULTANT'S PROPOSAL

EXHIBIT B
CERTIFICATES OF INSURANCE



June 28, 2017

Damien Arrula
City Administrator
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Re: Proposal for Successor Agency Services pursuant to AB 1484

Dear Mr. Arrula:

Kosmont & Associates, Inc. doing business as Kosmont Companies ("Consultant" or "Kosmont") is pleased to present this proposal for successor agency consulting services to the Successor Agency ("SA") of the former City of Placentia Redevelopment Agency ("Client").

I. SCOPE OF SERVICES

Task 1: Preparation and Distribution of Annual ROPS

Kosmont will assist in the preparation and distribution of the annual Recognized Obligation Payment Schedule ("ROPS") 18-19 due on February 1, 2018 as required of the SA to be approved by the Oversight Board and distributed to the County Auditor Controller's Office, the DOF and the State Controller's Office, as required, which will also include preparation of staff reports and resolutions for SA and Oversight Board meetings. Kosmont will also be available to respond to questions raised by SA or Oversight Board members and meetings shall be limited to attendance at (1) Successor Agency Board and (1) Oversight Board meeting (if needed).

Task 2: Assistance with SCO Audit

Kosmont will assist the Client with review and correspondence to the State Controller's Office ("SCO") and/or DOF regarding the SA's Asset Transfer Review. Consultant will attend one (1) Successor Agency and (1) Oversight Board meeting (if needed). Meetings requiring air travel and/or lodging (if any) will require Client approval in advance and a follow on scope and budget to be mutually agreed upon between Client and Consultant.

Task 3: Advisory Assistance with Low/Mod Funds

Consultant will work with SA legal counsel and staff to jointly review and prepare recommendations and assure that the SA meets its legal obligations under AB 1484 and SB 107 with respect to the dissolution of property assets. Task 3 includes weekly conference calls with SA legal counsel and staff, subject to their availability, to discuss the distribution of low and moderate income housing funds in accordance with ABx1 26, AB 1484, and SB 107. No in-person meetings are anticipated as part of this task.

Task 4: Assist with Review of Prior ROPS Periods

Consultant will assist SA staff and/or legal counsel review of prior ROPS schedules and RPTTF distribution schedules (as needed) in order to jointly prepare recommendations on the inclusion of new ROPS obligations in accordance with ABx1 26, AB 1484, and SB 107, specifically as it relates to former City and SA administrative budget loans. No in-person meetings are anticipated as part of this task.

If additional research or analysis is requested by Client, as part of this task, which will exceed the estimated budgeted amount, then Consultant will bill Client on a time and materials basis under a follow-on scope and budget, mutually agreed upon between Client and Consultant, and subject to SA written authorization and approval.

Task 5: 132 Crowther Avenue Summons

Consultant will assist SA staff and/or legal counsel and attend up to two (2) meetings, as requested by the SA, which may include the preparation of staff reports and resolutions, modifications to the ROPS 17-18, and/or attendance at Oversight Board and Successor Agency meetings to obtain approval of any new ROPS enforceable obligations that may result from settlement discussions regarding the former RDA property located at 132 Crowther Avenue.

Meetings

The specific number of in-person meetings for Tasks 1-5 are addressed under each individual task where appropriate. Compensation for any additional in-person meetings requested by Client are addressed in Section IV of this Agreement.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement.

IV. COMPENSATION

Compensation for Tasks 1 through 5 is estimated at \$40,000.00 for professional services (hourly) fees at Consultant's billing rates as shown on Attachment A. Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

Consultant's attendance or participation at any **publicly noticed** (e.g., City Council, Planning Commission, Public Agency Board, other) meeting requested by Client is in addition to compensation for Tasks 1 through 5 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that

there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: <https://kosmont.paidyet.com> and there are two ways to make a secure credit card payment:

1. Fill in the "**Make a Payment**" form when you go to the link (<https://kosmont.paidyet.com>), or
2. Call Kosmont Companies' accounting desk (Ms. Charo Martinez; (424) 297-1072) to make a credit card payment

Consultant is prepared to commence work upon receipt of executed Agreement.

DISCLOSURE: Kosmont Transactions Services ("KTS") and Kosmont Realty Corporation ("KRC"): Compensation for possible future transaction-based services or brokerage services.

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation formats for such services. This disclosure is not intended to commit the Client.

When public agency assignments involve real estate/property brokerage or public financing transactions on behalf of the public agency, such transaction based services are typically provided by Kosmont Transactions Services ("KTS") or Kosmont Realty Corporation ("KRC").

KRC is currently registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor. KRC is licensed by the CA Bureau of Real Estate (License #01770428) and is certified as a Minority Business Enterprise (MBE). KRC is also registered as doing business as KTS.

KTS provides transactional Financial Advisory Services and compensation is typically for financial advisory/loan broker services. KRC provides Brokerage Services and compensation is typically for brokerage commissions such as property and lease transactions and/or success/broker fees. KRC also provides Broker Opinions of Value (BOV) services on a fixed fee basis.

V. OTHER PROVISIONS

A. Termination. Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

B. Arbitration. Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

C. Attorneys' Fees. In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

D. Authority. Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

E. Further Actions. The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

F. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

G. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

H. Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding,

whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

I. Severability. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

J. Notices. All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

K. Titles and Captions. Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

L. Governing Law. The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

M. Confidentiality. Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.

O. Disclaimer. Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events

and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

P. Limitation of Damages. In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

Q. Expiration of Proposal for Services. If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

R. Not an agreement for Legal Services or Legal Advice. This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[signature page follows]

VI. ACCEPTANCE AND AUTHORIZATION

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

____ Day of _____ 2017

Placentia Successor Agency

Kosmont & Associates, Inc.
doing business as "Kosmont Companies"

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print Name)

Name: Larry J. Kosmont, CRE®

Its: _____
(Title)

Its: President & CEO

ATTACHMENT A

Kosmont Companies 2017-18 Public Agency Fee Schedule

Professional Services

President & CEO	\$305.00/hour
Executive Vice President	\$290.00/hour
Partner/Senior Vice President/Senior Consultant	\$275.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

• Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until June 30, 2018.



Successor Agency to the Redevelopment Agency of the City of Placentia

AGENDA REPORT

TO: CITY COUNCIL AS SUCCESSOR AGENCY

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: SUCCESSOR AGENCY STAFF

DATE: JULY 18, 2017

SUBJECT: **RESOLUTION OF THE SUCCESSOR AGENCY OF THE PLACENTIA REDEVELOPMENT AGENCY EXTENDING THE TIME PERIOD IN WHICH CERTAIN PROPERTY MUST BE DEVELOPED FOR AFFORDABLE HOUSING PURSUANT TO HEALTH AND SAFETY CODE SECTION 33334.16**

FISCAL
IMPACT: NO FISCAL IMPACT

SUMMARY:

Pursuant to Health & Safety Code ("HSC") Section 33334.16, any agency acquiring real property with affordable housing funds prior to February 1, 2012, "shall, within five years from the date it first acquires the property interest for the development of housing affordable to persons and families of low and moderate income, initiate activities consistent with the development of the property for that purpose." These activities may include, but are not limited to, zone changes or agreements entered into for the development and disposition of property.

The five-year time period, as described in HSC Section 33334.16, shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the Low and Moderate Income Housing Asset Fund ("LMIHAF"). Pursuant to Health and Safety Code Section 33334.16, the Housing Successor Agency Board is authorized to extend the deadline to initiate activities by an additional five years upon affirming the intention to develop housing affordable to households of low and moderate income.

Given that there are still several remaining low and moderate activities and projects to fulfill, this action respectfully requests the Successor Agency approve the extension of the time period in which certain property must be developed for affordable housing in accordance with HSC Section 33334.16.

RECOMMENDATION:

It is recommended that the City Council, acting in its sole capacity as the Successor Agency to the Redevelopment Agency of the City of Placentia, take the following action:

1. Approve Resolution RSA-2017-XX, A Resolution of the City Council of the City of Placentia, California, Acting as Housing Successor to the Placentia Redevelopment

1.v.
July 18, 2017

Agency Extending the Time Period in which Certain Property Must Be Developed for Affordable Housing pursuant to Health and Safety Code Section 33334.16

DISCUSSION:

Parts 1.8 and 1.85 of the California Health and Safety Code, as modified by the Supreme Court's opinion in California Redevelopment Association, et al. v. Ana Matosantos, et al., Case No. S194861 and as amended by Assembly Bill 1484 and other subsequent legislation (together, the Dissolution Law) caused the dissolution of all California redevelopment agencies as of February 1, 2012 and established successor agencies to administer the winding down of the affairs of the former agencies.

As of and after February 1, 2012 all assets, properties, and contracts of the former Placentia Redevelopment Agency ("Agency") were transferred, by operation of law, to the Successor Agency to the Placentia Redevelopment Agency ("Successor Agency"). Pursuant to the Dissolution Law, on January 17, 2012 the City Council of the City of Placentia ("City") approved Resolution No. R-2012-04 to elect to retain all housing assets and assume the affordable housing functions of the former Agency as of February 1, 2012 as Housing Successor Agency to the former Agency ("Housing Successor Agency").

The real properties ("Properties") acquired by the former Agency with affordable housing funds, now maintained by the Housing Successor Agency, are summarized below. In addition, property descriptions and aerial map are documented in Attachment No. 2.

#	Property	Assessor's Parcel Number	Original Date of Acquisition	Existing Use
1.	229 Alta Street	339-061-10	6/30/2005	Single Family Residence
2.	336 West Santa Fe Avenue	339-392-05	2/25/2009	Single Family Residence
3.	1616 Atwood & 1617 Oak	346-181-05	8/3/2010	Vacant Land
4.	323 Baker Street	339-392-19	6/30/2005	Vacant Land
5.	314 Baker Street	339-391-14	6/30/2005	Vacant Land
6.	229 Main Street	339-364-18	6/30/2005	Vacant Land

Pursuant to Health & Safety Code (HSC) Section 33334.16, any agency acquiring real property with affordable housing funds prior to February 1, 2012, "shall, within five years from the date it first acquires the property interest for the development of housing affordable to persons and families of low and moderate income, initiate activities consistent with the development of the property for that purpose." These activities may include, but are not limited to, zone changes or agreements entered into for the development and disposition of property.

The five-year time period, as described in HSC Section 33334.16, shall be deemed to have commenced on the date that the Department of Finance ("DOF") approved the Properties as housing assets on the Successor Agency's Housing Assets Transfer Form. The Successor Agency received approval of its Housing Assets Transfer Form by the DOF on September 5, 2012. Therefore, the five-year deadline for the Housing Successor Agency to initiate the aforementioned activities to develop the Properties shall expire on September 5, 2017.

However, HSC Section 33334.16 grants the Housing Successor Agency Board the authority to extend the deadline to initiate these aforementioned activities by an additional five years to September 5, 2022 and affirm the intention to develop and provide housing affordable to households of low and moderate income. The dissolution of the former Agency on February 1, 2012 eliminated a critical financing tool, namely property tax increment, which severely halted any activities and programs to maintain, preserve, and expand the development of affordable housing for low and moderate income housing families in the City.

Despite the loss of redevelopment, the Housing Successor Agency has continued to undertake activities to maintain, preserve, and expand the supply of affordable housing within the City as evidenced by the future sale and development of 1616 Atwood & 1617 Oak Street for the future site of the Habitat for Humanity project. The City and Habitat for Humanity of Orange County are working together to build two single family affordable, income restricted homes at 1617 Oak Street. Escrow for the purchase and disposition closed in June, 2017. The two existing parcels are 50.5 feet by 80.81 feet; total lot area is 4040 sq. feet each. The homes will consist of 2 - two story structures utilizing a craftsman design motif, incorporating lap and shingle style siding, roof eave corbels, stone veneer columns and concrete tile roofing and identified with lighted address boxes. Additional information for the additional Housing Successor Agency properties are available in Attachment No. 2.

In an effort to continue the current and future planning efforts of the Housing Successor Agency to preserve and expand affordable housing opportunities for the community, it wishes to extend the time frame authorized under existing law for the properties listed herein.

Therefore, it is respectfully requested that the Housing Successor Agency to the Redevelopment Agency of the City of Placentia approve and adopt the resolution, as submitted hereto as Attachment 1, approving the extension of the time period in which certain property must be developed for affordable housing in accordance with Health and Safety Code Section 33334.16.

FISCAL IMPACT:

There is no fiscal impact associated with the Housing Successor Agency (HSA) adopting a resolution extending the time period in which certain property must be developed for affordable housing. Should the HSA not adopt the attached resolution, such an action would likely affect the Agency's ability to complete its low and moderate housing activities and projects.

Prepared by:

Reviewed and approved:

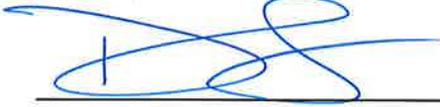


Brian Moncrief,
Staff to Housing Successor Agency



Jeannette Ortega,
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Damien R. Arrula,
City Administrator/Executive Director

Attachments:

1. Resolution RSA-2017-XX
2. Property Descriptions

RESOLUTION NO. RSA-2017-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA, ACTING AS HOUSING SUCCESSOR
TO THE PLACENTIA REDEVELOPMENT AGENCY EXTENDING
THE TIME PERIOD IN WHICH CERTAIN PROPERTY MUST BE
DEVELOPED FOR AFFORDABLE HOUSING PURSUANT TO
HEALTH AND SAFETY CODE SECTION 33334.16**

A. Recitals.

(i). On December 29, 2011, the California Supreme Court rendered its decision in *California Redevelopment Association v. Matosantos*, upholding ABx1 26 ("Dissolution Act");

(ii). As a result of the California Supreme Court's decision, all redevelopment agencies in the State of California, including the Redevelopment Agency for the City of Placentia ("former RDA") dissolved as of February 1, 2012;

(iii). On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012-03 accepting the City of Placentia's role as Successor Agency to the former Placentia Redevelopment Agency ("Successor Agency");

(iv.) As of and after February 1, 2012 all assets, properties, and contracts of the former RDA were transferred, by operation of law, to the Successor Agency;

(v.) Pursuant to the Dissolution Act, on or about January 17, 2012, the Placentia City Council approved Resolution No. R-2012-04 to elect to retain all housing assets and assume the affordable housing functions of the former Agency as of February 1, 2012 as Housing Successor Agency to the former RDA ("Housing Successor");

(vi.) Pursuant to Health & Safety Code ("HSC") Section 33334.16, any agency acquiring real property with affordable housing funds prior to February 1, 2012, "shall, within five years from the date it first acquires the property interest for the development of housing affordable to persons and families of low and moderate income, initiate activities consistent with the development of the property for that purpose." These activities may include, but are not limited to, zone changes or agreements entered into for the development and disposition of property.

(vii.) The five-year time period, as described in HSC Section 33334.16, shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing

asset in the Low and Moderate Income Housing Asset Fund ("LMIHAF"). Pursuant to Health and Safety Code Section 33334.16, the Housing Successor Agency Board is authorized to extend the deadline to initiate activities by an additional five years upon affirming the intention to develop housing affordable to households of low and moderate income.

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

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL ACTING AS HOUSING SUCCESSOR TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

(1.) The Housing Successor Agency hereby extends the time period in which certain property must be developed for affordable housing in accordance with HSC Section 33334.16.

(2.) The Housing Successor hereby authorizes and directs staff to take all actions necessary under the Dissolution Act for approval of the transfer of the aforementioned properties.

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

(4.) The Housing Successor declares that, should any provision, section, paragraph, sentence or word of this resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive or inconsistent legislation, the remaining provisions, sections, paragraphs, sentences and words of this resolution shall remain in full force and effect.

PASSED AND ADOPTED this 18th day of July, 2017.

CRAIG S. GREEN, HOUSING SUCCESSOR

CHAIR

ATTEST:

PATRICK J. MELIA, HOUSING SUCCESSOR CLERK

I, Patrick J. Melia, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. RSA-2017-XX was adopted at a regular meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia held on the 18th day of July, 2017 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

PATRICK J. MELIA
HOUSING SUCCESSOR CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN
CITY ATTORNEY



Successor Agency to the Redevelopment Agency of the City of Placentia

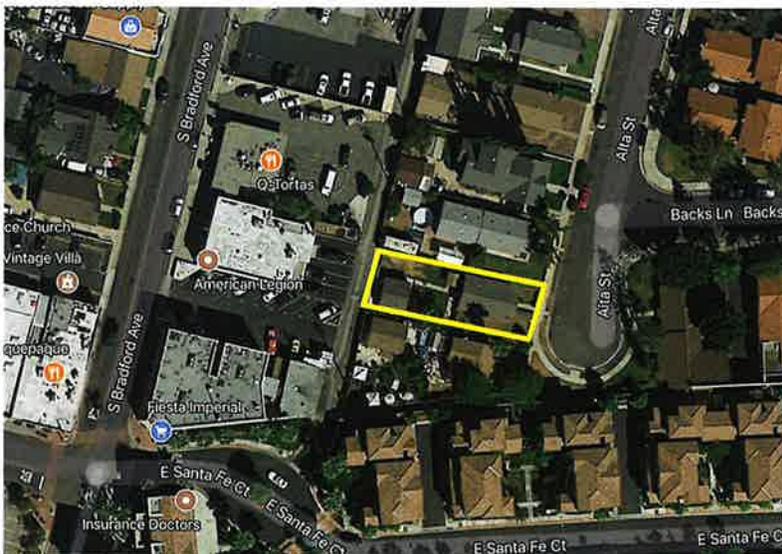
DESCRIPTION OF PROPERTIES JULY 18, 2017

Housing Successor Agency Properties	Assessor's Parcel Number
229 Alta Street	339-061-10
336 West Santa Fe Avenue	339-392-05
1616 Atwood & 1617 Oak Street	346-181-05
323 Baker Street	339-392-19
314 Baker Street	339-391-14
229 Main Street	339-364-18

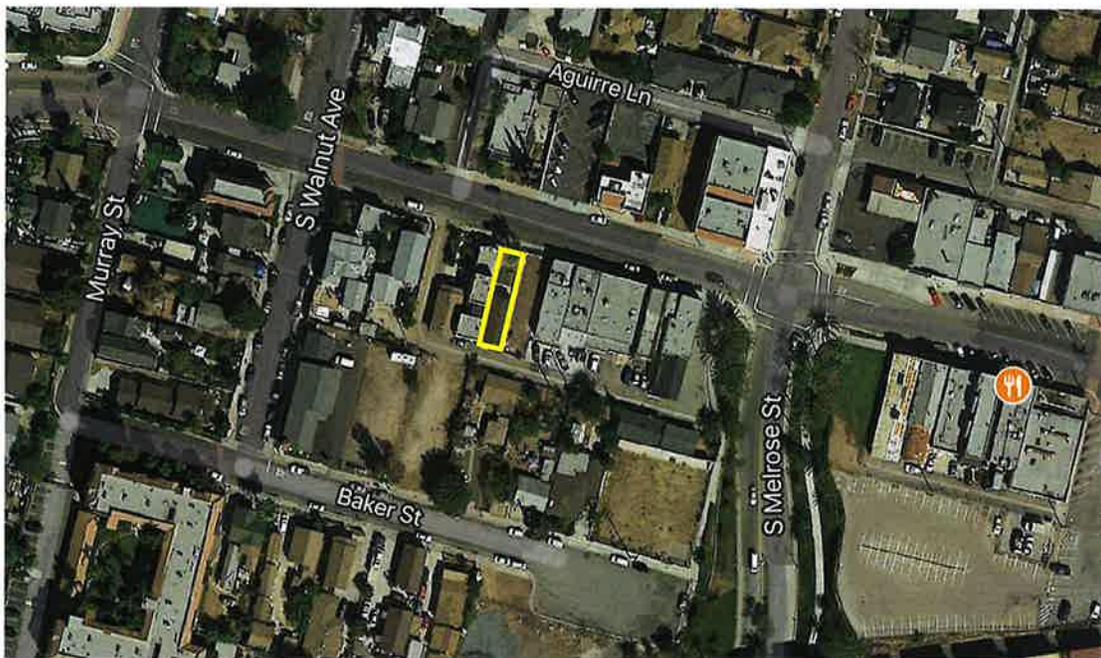
The property at 229 Alta Street (APN 339-061-10) was acquired by the former Placentia Redevelopment Agency (“Redevelopment Agency”) on June 30, 2005 and is currently a single family residence occupied by a low-moderate income occupant. On April 9, 2015, the City retained the services from Consensys Property Management Inc. for this subject property to manage and operate the Property. This includes collecting rents, fees, deposits, report complaints, inspect the property, advertise and market the property for lease, negotiate and prepare all rental agreements. The current lease agreement with the current occupants will end on October 31, 2017, thereafter, shall be on a month-to-month basis until terminated.

It is the City’s intention to sell and dispose of this property according to Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code (“HSC”), Sections 33000 et. seq.). This Section provides that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part, directly or indirectly, with tax increment funds, the redevelopment agency must obtain approval of the proposed sale or lease by resolution of the legislative body after a legally noticed public hearing. A copy of the proposed sale or lease agreement(s) and a summary report (“Summary Report”) that describes and contains specific financing elements of the proposed transaction(s) shall be available for public inspection prior to a public hearing. This Summary Report is required because tax increment funds from the former Redevelopment Agency were used to acquire this property.

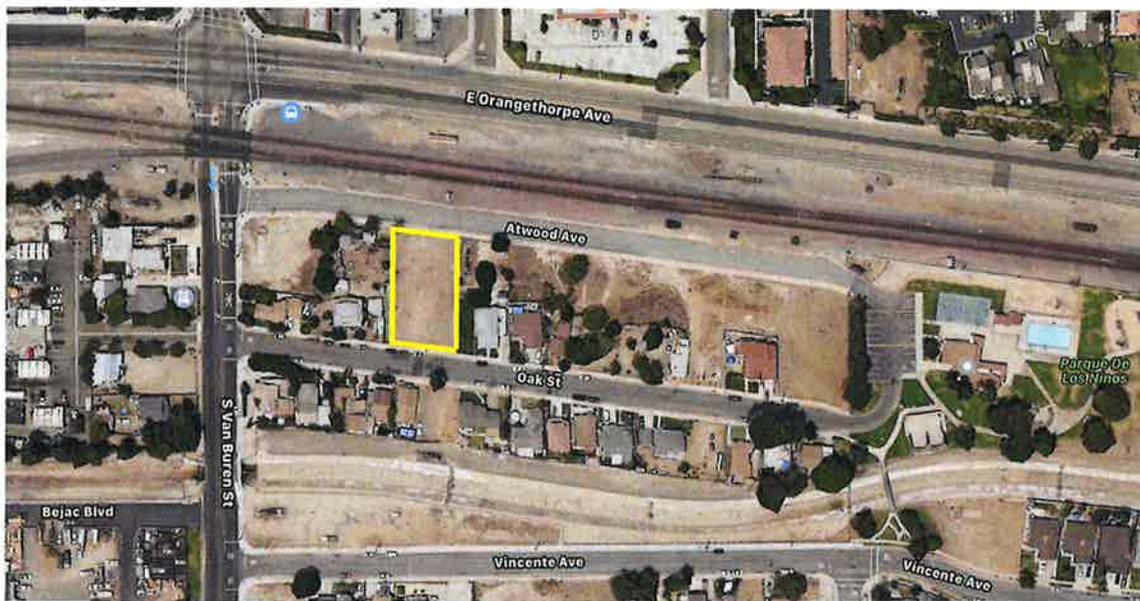
The City is currently in the process of retaining a real estate broker and advisor that is specifically knowledgeable in Successor Agency property disposition and the preparation of a Section 33433 Summary Report.



The property at 339 West Santa Fe Avenue (APN 339-392-05) was acquired by the Placentia Redevelopment Agency ("Redevelopment Agency") on February 25, 2009 and currently serves the non-profit organization, Homeless Intervention Shelter and House (H.I.S. House). H.I.S. House provides transitional shelter to families, single adults, and couples who are homeless but have the motivation and capability, with our assistance, to regain self-sufficiency. Residents plan to stay 120 to 180 days while they develop a source of permanent income and save money for housing. The shelter at 336 West Santa Fe Avenue offers a home-like environment where families and couples stay in private bedrooms and singles share a bedroom.

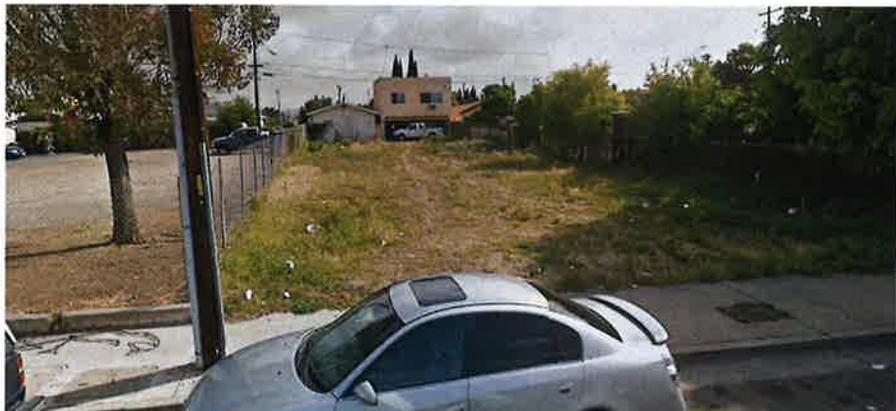
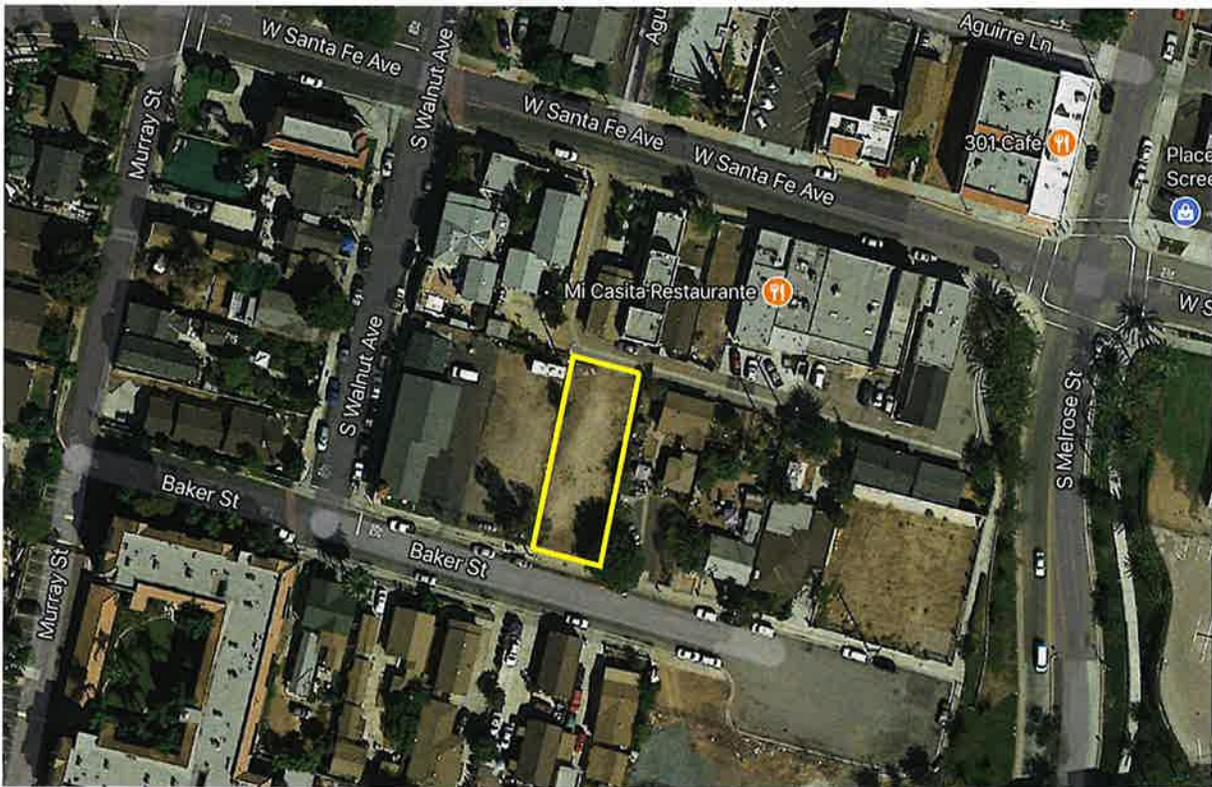


The property at 1617 Oak Street (APN 346-181-05) was acquired by the Placentia Redevelopment Agency ("Redevelopment Agency") on August 3, 2010 and currently serves as a vacant parcel. The City and Habitat for Humanity of Orange County are working together to build two single family affordable, income restricted homes at 1617 Oak Street. Escrow for the purchase and disposition closed in June, 2017. The two existing parcels are 50.5 feet by 80.81 feet; total lot area is 4040 sq. feet each. The homes will consist of 2 - two story structures utilizing a craftsman design motif, incorporating lap and shingle style siding, roof eave corbels, stone veneer columns and concrete tile roofing and identified with lighted address boxes. In addition, the two lots on 1616 Atwood Ave will serve as a Community Garden.

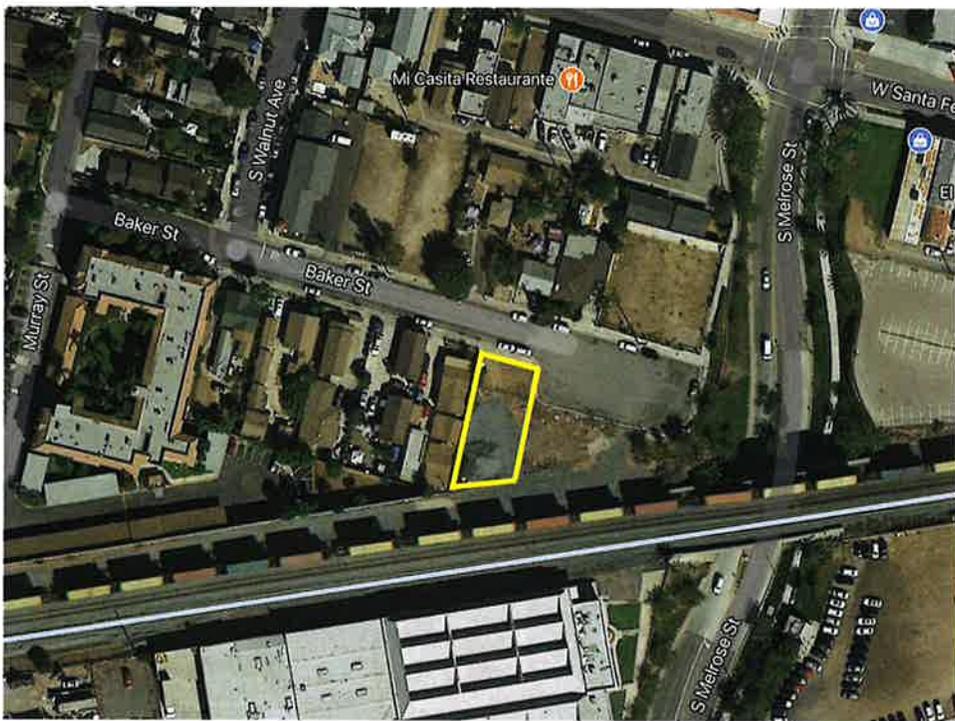


Proposed Rendering of the Home

The property at 323 Baker Street (APN 339-392-19) was acquired by the Placentia Redevelopment Agency ("Redevelopment Agency") on June 30, 2005 and currently serves as a vacant parcel. Within the next couple of years, the City will work with a real estate broker and advisor that is specifically knowledgeable in Successor Agency property disposition to prepare a comprehensive Request for Proposals for a high quality workforce housing development in this area. This development will be based on the adoption of the Old Town Placentia Revitalization Plan scheduled for City Council review on July 11 and July 18 respectfully.



The property at 314 Baker Street (APN 339-391-14) was acquired by the Placentia Redevelopment Agency ("Redevelopment Agency") on June 30, 2015 and currently serves as a vacant parcel. Within the next couple of years, the City will work with a real estate broker and advisor that is specifically knowledgeable in Successor Agency property disposition to prepare a comprehensive Request for Proposals for a high quality workforce housing development in this area. This development will be based on the adoption of the Old Town Placentia Revitalization Plan scheduled for City Council review on July 11 and July 18 respectively.



The property at 229 Main Street (APN 339-364-18) was acquired by the Placentia Redevelopment Agency ("Redevelopment Agency") on June 30, 2005 and currently serves as a vacant parcel.

It is the City's intention to sell and dispose of this property according to Section 33433 of the Community Redevelopment Law of the State of California (California Health and Safety Code ("HSC"), Sections 33000 et. seq.). This Section provides that if a redevelopment agency wishes to sell or lease property to which it holds title and if that property was acquired in whole or in part, directly or indirectly, with tax increment funds, the redevelopment agency must obtain approval of the proposed sale or lease by resolution of the legislative body after a legally noticed public hearing. A copy of the proposed sale or lease agreement(s) and a summary report ("Summary Report") that describes and contains specific financing elements of the proposed transaction(s) shall be available for public inspection prior to a public hearing. This Summary Report is required because tax increment funds from the former Redevelopment Agency were used to acquire this property.

The City is currently in the process of retaining a real estate broker and advisor that is specifically knowledgeable in Successor Agency property disposition and the preparation of a Section 33433 Summary Report.

