



Regular Meeting Agenda

December 5, 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
Councilmember

Ward Smith
Councilmember

Jeremy B. Yamaguchi
Councilmember

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
December 5, 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.

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 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Name of Case: 567 Melrose Street, LLC vs City of Placentia, et al;
Case 30-2017-00909817-CU-EI-CXC

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
December 5, 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: Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE: Police Chief Darin Lenyi

PRESENTATION:

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.f.):

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 December 5, 2017**
Check Register
Fiscal Impact: \$1,232,558.39
Electronic Disbursement Register
Fiscal Impact: \$748,773.18
Recommended Action: It is recommended that the City Council:
1) Receive and file

- 1.c. **Migration of Microsoft Office Services to Microsoft Office 365**
Fiscal Impact: Current Year Expense: \$36,699
 Budgeted: \$38,499 IT Software Maintenance
 Ongoing Annual Expense: \$33,614
Recommended Action: It is recommended that the City Council:
 1) Purchase Microsoft Office 365 subscriptions, Microsoft standard licensing for shared City computers, and Advanced Threat Protection Add-on for enhanced e-mail security; and
 2) Enlist on-site GST staff to perform the implementation; and
 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- 1.d. **Award of Construction Contract for the Placentia Champions Sports Complex Fence Replacement Project**
Fiscal Impact: Expense: \$30,000 Construction Contract
 Revenue: \$35,000 Landscape Maintenance District Fund Balance
 No General Fund Dollars will be utilized on this project
Recommended Action: It is recommended that the City Council:
 1) Approve a Public Works Agreement with Wolverine Fence Company, Inc., for construction of the Champions Sports Complex Fence Replacement Project, in a not-to-exceed amount of \$30,000; 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 City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures.
- 1.e. **Resolution authorizing temporary suspension of regulatory Ordinance Section 10.28.010 to facilitate the Placentia Library District Special Event scheduled for Sunday, March 18, 2018**
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, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Library District special event scheduled for Sunday, March 18, 2018.
- 1.f. **Professional Service Agreements with High Peaks Planning LLC, Michael Baker International and KOA Corporation to complete the General Plan Update**
Fiscal Impact: Budgeted Fiscal Year 2017-18 CIP: \$150,000
 Encumbered Funds: \$ 68,699
 CIP Funds Available: \$ 81,301
 General Plan Update Fee: \$ 14,900
 General Government Other Expenditure: \$ 14,106
 Total Cost of the Contracts: \$110,307
Recommended Action: It is recommended that the City Council:
 1) Approve a Professional Services Agreement with High Peaks Planning, LLC, to provide professional services related to the General Plan Update for an amount not to exceed \$39,930; and
 2) Approve a Professional Services Agreement with Michael Baker International to provide professional services related to the General Plan Update for an amount not to exceed \$27,717; and
 3) Approve a Professional Services Agreement with KOA Corporation to provide professional services related to the General Plan Update for an amount not to exceed \$42,660; and

- 4) Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING:

- 2.a **Introduction and First Reading of Ordinance No. O-2017-XX of the City Council of the City of Placentia, California, repealing Chapter 8.28 of Title 8 of the City of Placentia Municipal Code and replacing it with a new Chapter 8.28 to prohibit smoking of tobacco products and marijuana in all City facilities including the Civic Center complex, City parks and public facilities**
Fiscal Impact: Expense: \$1,500 one-time expense for installation of signage. Adequate funds budgeted in FY 2017-18 Budget Street Maintenance Account
Recommended Action: It is recommended that the City Council:
 - 1) Open the Public Hearing concerning Ordinance No. O-2017-XX; and
 - 2) Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
 - 3) Close the Public Hearing; and
 - 4) Find that the adoption of the ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA), pursuant to 14 California Code of Regulations Section 15378(b)(5) because the amendments are not considered a project since the ordinance is a government administrative activity that will not result in direct or indirect physical changes to the environment; and
 - 5) Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2017-XX, an Ordinance of the City Council of the City of Placentia, repealing Chapter 8.28 of Title 8 of the City of Placentia Municipal Code and replacing it with a new Chapter 8.28 to prohibit smoking of tobacco products and marijuana in all city facilities including the civic center complex, city parks and public facilities.

3. REGULAR AGENDA:

- 3.a. **Fiscal Year 2016-17 Year- End Closeout & Final Budget Amendments**
Fiscal Impact: The three additional requested transfers from other funds to the General Fund totaling \$486,704 will result in an anticipated positive General Fund unassigned fund balance in the Comprehensive Annual Financial Report (CAFR) of \$56,211. The remaining recommended budget adjustments will have no impact on the actual fund balances.
Recommended Action: It is recommended that the City Council:
 - 1) Receive and file the Fiscal Year 2016-17 year-end closeout report; and
 - 2) Approve Budget Resolution R-2017-XX, A Resolution of the City Council of the City of Placentia Authorizing Year-End Amendments to the Fiscal Year 2016-17 Budget.
- 3.b. **Old Town Facade Improvement Program**
Fiscal Impact: CDBG funds in the amount of \$50,000 for fiscal year 2017-18 no general fund money will be used for this program.
Recommended Action: it is recommended that the City Council:
 - 1) Adopt Resolution R-2017-XX of the City Council of the City of Placentia, California Finding that the Old Town Facade Improvement Program is Exempt from the California Environmental Quality Act Pursuant to State CEQA Guidelines Section 15301 (Existing Facilities); and Approving the Old Town Facade Improvement Program; and
 - 2) Adopt Resolution R-2017-XX of the City Council of the City of Placentia, California Approving the Waiver of Fees Associated with Minor Architectural Application, Sign Permits, and Planning and Building and Safety Fees for Businesses or Property Owners Participating in the Old Town Facade Improvement Program.

3.c. **Status Update on 5Bars Wireless Marketing Agreement**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council receive and file this report and direct Staff accordingly.

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.

Adjourned In Memory of

Jack Welch, Longtime family friend of Mayor Craig Green

and

*Karen Delaney, Daughter of City of Placentia former Mayor and
Councilmember Norman Eckenrode*

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, December 19, 2017 at 5:00 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:

- Measure M Annual Report
- First Quarter Financials and Treasurer's Report
- City Council appointments to various agencies
- Amendment to Agreement for Irwin Bornstein

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the December 5, 2017 meetings of the City Council, Housing Successor Agency, and Industrial Commercial Development Authority was posted on November 30, 2017.

Rosanna Ramirez, Deputy Director of Administrative Services/
Chief Deputy City Clerk

City of Placentia
Check Register
For 12/5/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,232,558.39

Check Totals by ID

AP	1,232,558.39
EP	0.00
IP	0.00
OP	0.00

Fund Name	Check Totals by Fund
101-General Fund (0010)	747,066.03
206-Gas Tax Bond Fund (0052)	117,417.86
208-Sccssr Agncy Ret Oblg (0054)	188.70
210-Measure M (0018)	4,400.76
225-Asset Seizure (0021)	80,847.59
228-NOC-Public Safety Grant(0061)	32.62
260-Street Lighting Distrct (0028)	29,915.67
265-Landscape Maintenance (0029)	686.18
275-Sewer Maintenance (0048)	511.81
401-City Capital Projects (0033)	237,395.83
405-Affordable Housing In-Lieu	991.83
501-Refuse Administration (0037)	685.06
601-Employee Health & Wlfre (0039)	402.45
701-Special Deposits (0044)	12,016.00

Void Total: 0.00
Check Total: 1,232,558.39

Check Total: 1,232,558.39

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

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADAMSON POLICE V007539	SIG SAUR MCX RIFLE 5.56MM	213041-6840 Machinery & Equipment	AP111617	63,572.50	255280	P11129	00096051	11/16/2017
					Check Total:	63,572.50			
MW OH	AFTERMATH SERVICES LLC V009949	CPD VEHICLE HAZMAT CLEANING	103041-6301 Special Department Supplies	AP111617	245.00	10232017-0115		00096052	11/16/2017
					Check Total:	245.00			
MW OH	ALL CITY MANAGEMENT V000005	CROSSING GUARD SVS 9/10-9/23	103047-6290 Dept. Contract Services	AP111617	3,157.00	50619	P11103	00096053	11/16/2017
MW OH	ALL CITY MANAGEMENT V000005	CROSSING GUARD SVS 9/24-10/7	103047-6290 Dept. Contract Services	AP111617	3,157.00	50887	P11103	00096053	11/16/2017
MW OH	ALL CITY MANAGEMENT V000005	CROSSING GUARD SVS 10/8-10/21	103047-6290 Dept. Contract Services	AP111617	3,157.00	51153	P11103	00096053	11/16/2017
					Check Total:	9,471.00			
MW OH	ANAHEIM ICE V000318	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	743.60	FALL 2017		00096054	11/16/2017
					Check Total:	743.60			
MW OH	ANAHEIM REGIONAL V007613	SART EXAM - DR# 17-3386	103040-6099 Professional Services	AP111617	750.00	001381951		00096055	11/16/2017
					Check Total:	750.00			
MW OH	ART OF DANCE & BALLET V007955	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	620.75	FALL 2017		00096056	11/16/2017
					Check Total:	620.75			
MW OH	AT & T V008736	OCT PD YARD INTERNET	109595-6215 Telephone	AP111617	50.86	OCT PD 17		00096057	11/16/2017
					Check Total:	50.86			
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	0010-1232 Accts Rec/City of Anaheim	AP111617	21.64	110617		00096058	11/16/2017
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP111617	9.59	110617		00096058	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	296561-6215 Telephone	AP111617	169.25	110617		00096058	11/16/2017
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	109595-6215 Telephone	AP111617	5,218.74	110617		00096058	11/16/2017
				Check Total:	5,419.22				
MW OH	AVALOS, JUDY V005029	REIMB OF PIANO TUNING	0044-2063 Placentia Community Chorus	AP111617	240.00	10517		00096059	11/16/2017
				Check Total:	240.00				
MW OH	BEE MAN, THE V000117	9/26 BEE REMOVAL SVS	103655-6290 Dept. Contract Services	AP111617	99.00	96027		00096060	11/16/2017
				Check Total:	99.00				
MW OH	BEST CONTRACTING V010594	REPLACE POWELL BLDG ROOF	333554-6185 Construction Services	AP111617	31,410.04	3185	P11176	00096061	11/16/2017
				Check Total:	31,410.04				
MW OH	BORNSTEIN, IRWIN V010388	OCT FINANCIAL CONSULTING SVS	102020-6099 Professional Services	AP111617	10,125.00	261	P11111	00096062	11/16/2017
				Check Total:	10,125.00				
MW OH	BRYANT, DANIELLE V010004	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	124.80	FALL 2017		00096063	11/16/2017
				Check Total:	124.80				
MW OH	BURKE WILLIAMS & V006247	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP111617	48.00	218760		00096064	11/16/2017
				Check Total:	48.00				
MW OH	CALIFORNIA FORENSIC V000232	SEPT BLOOD DRAWS	103040-6055 Medical Services	AP111617	2,247.00	09.29.17	P11117	00096065	11/16/2017
				Check Total:	2,247.00				
MW OH	CANON FINANCIAL SERVICES V008867	NOV FAX LEASE PAYMENT	109595-6175 Office Equipment Rental	AP111617	69.21	17916324		00096066	11/16/2017
				Check Total:	69.21				

City of Placentia
Check Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CANON SOLUTIONS AMERICA V008809	MOV COPIER BASE RATES	109595-6175 Office Equipment Rental	AP111617	26.35	4024163913		00096067	11/16/2017
MW OH	CANON SOLUTIONS AMERICA V008809	MOV COPIER BASE RATES	109595-6175 Office Equipment Rental	AP111617	11.00	4024164297		00096067	11/16/2017
MW OH	CANON SOLUTIONS AMERICA V008809	ACT COPIER USAGE	109595-6175 Office Equipment Rental	AP111617	233.97	4024175480		00096067	11/16/2017
MW OH	CANON SOLUTIONS AMERICA V008809	ACT COPIER USAGE	109595-6175 Office Equipment Rental	AP111617	25.84	4024184025		00096067	11/16/2017
Check Total:					297.16				
MW OH	CDCE INC V009479	CRADLEPOINT PASS-THRU ANTENNA	213041-6840 Machinery & Equipment	AP111617	7,585.09	132874	P11154	00096068	11/16/2017
Check Total:					7,585.09				
MW OH	CELLEBRITE USA INC V008838	CAIS 5X ACTIONS FOR UFED USER	213041-6301 Special Department Supplies	AP111617	9,500.00	INVUS 187381	P11188	00096069	11/16/2017
Check Total:					9,500.00				
MW OH	CENTER FOR PUBLIC SAFETY V010640	70% CONSULTING SERVICES	101511-6001 Management Consulting Services	AP111617	10,000.00	1439	P11204	00096070	11/16/2017
MW OH	CENTER FOR PUBLIC SAFETY V010640	70% CONSULTING SERVICES	101512-6001 Management Consulting Services	AP111617	9,640.00	1439	P11204	00096070	11/16/2017
Check Total:					19,640.00				
MW OH	CHRISTIAN-WILLIAMS, V009307	DEPOSIT REFUND BACKS BLDG	100000-4385 Facility Rental	AP111617	150.00	2001912.002		00096071	11/16/2017
Check Total:					150.00				
MW OH	CITY OF BREA V000125	PRINTING SVS - BUSINESS CARDS	101512-6315 Office Supplies	AP111617	163.50	ASCS000384		00096072	11/16/2017
MW OH	CITY OF BREA V000125	PRINTING SVS - BUSINESS CARDS	101512-6315 Office Supplies	AP111617	124.78	ASCS000385		00096072	11/16/2017
Check Total:					288.28				
MW OH	CITY OF LA HABRA	7/17-9/17 COURT LIAISON SVS	103043-6290	AP111617	7,753.75	LH 18-301 - AR	P11128	00096073	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000600		Dept. Contract Services						
				Check Total:	7,753.75				
MW OH	CITY OF PLACENTIA V000773	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	AP111617	25.28	10262017		00096074	11/16/2017
MW OH	CITY OF PLACENTIA V000773	BROCHURE EXCHANGE REG	104071-6245 Meetings & Conferences	AP111617	10.00	10262017		00096074	11/16/2017
MW OH	CITY OF PLACENTIA V000773	REC SUPPLIES	104071-6301 Special Department Supplies	AP111617	9.69	10262017		00096074	11/16/2017
MW OH	CITY OF PLACENTIA V000773	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	AP111617	49.93	10262017		00096074	11/16/2017
MW OH	CITY OF PLACENTIA V000773	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	AP111617	44.97	10262017		00096074	11/16/2017
				Check Total:	139.87				
MW OH	COUNTRY CARE PET RESORT V004422	11/29-9/6 BOARDING FOR HABO	103041-6301 Special Department Supplies	AP111617	223.20	1459		00096075	11/16/2017
MW OH	COUNTRY CARE PET RESORT V004422	9/30-10/7 BOARDING FOR HABO	103041-6301 Special Department Supplies	AP111617	195.30	1699		00096075	11/16/2017
				Check Total:	418.50				
MW OH	COUNTY OF ORANGE V008881	SEPT OCATS TELEPHONE SVS	103043-6137 Repair Maint/Equipment	AP111617	784.00	SH 47755	P11124	00096076	11/16/2017
MW OH	COUNTY OF ORANGE V008881	OCT OCATS TELEPHONE SVS	103043-6137 Repair Maint/Equipment	AP111617	784.00	SH 48119	P11124	00096076	11/16/2017
MW OH	COUNTY OF ORANGE V008881	SEPT RAN-AFIS SERVICES	103040-6290 Dept. Contract Services	AP111617	1,923.00	SH 47414	P11125	00096076	11/16/2017
MW OH	COUNTY OF ORANGE V008881	SEPT RAN-AFIS SERVICES	103040-6290 Dept. Contract Services	AP111617	1,923.00	SH 47792	P11125	00096076	11/16/2017
MW OH	COUNTY OF ORANGE V008881	800MHZ COST SHARING	103043-6137 Repair Maint/Equipment	AP111617	6,687.00	SC 10610	P11126	00096076	11/16/2017
MW OH	COUNTY OF ORANGE	COYOTE CREEK TMDL COST SHARE	104315-6257	AP111617	4,109.80	PW180230	P11200	00096076	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008881		Licenses & Permits						
				Check Total:	16,210.80				
MW OH	CREATIVE BRAIN LEARNING V009727	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	204.75	FALL 2017		00096077	11/16/2017
				Check Total:	204.75				
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP111617	68.00	260592		00096078	11/16/2017
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP111617	224.00	260592		00096078	11/16/2017
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	101512-6099 Professional Services	AP111617	637.00	260592		00096078	11/16/2017
				Check Total:	929.00				
MW OH	DOG SERVICES UNLIMITED V002335	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	599.60	FALL 2017		00096079	11/16/2017
				Check Total:	599.60				
MW OH	DRABEK, GARY V004197	SEPT RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP111617	200.00	100317		00096080	11/16/2017
				Check Total:	200.00				
MW OH	ENTERPRISE FLEET V003312	OCT PD LEASE VEHICLE CHARGES	103042-6165 / 50070-6165 Vehicle Rental	AP111617	6,839.33	FBN3331001	P11095	00096081	11/16/2017
				Check Total:	6,839.33				
MW OH	FEDEX V000394	SHIPPING CHARGES	102531-6099 / 45057-6099 Professional Services	AP111617	72.20	5-982-29758		00096082	11/16/2017
				Check Total:	72.20				
MW OH	FERGUSON PRAET & V000396	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP111617	1,719.95	21525		00096083	11/16/2017
				Check Total:	1,719.95				
MW OH	FIFTH AVENUE CLEANERS V010431	SEPT PD DRY CLEANING	103041-6301 Special Department Supplies	AP111617	247.50	SEPTEMBER		00096084	11/16/2017

City of Placentia
Check Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	247.50				
MW OH	FOUTS, ROGER L V010543	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	279.50	FALL 2017		00096085	11/16/2017
				Check Total:	279.50				
MW OH	GOLDSTONE K-9 LLC V009944	SEPT K9 TRAINING ACE & KYRA	213041-6250 Staff Training	AP111617	190.00	PPD 2017-59		00096086	11/16/2017
				Check Total:	190.00				
MW OH	GRAF, MARILYN V009793	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	2,313.00	FALL 2017		00096087	11/16/2017
				Check Total:	2,313.00				
MW OH	GREAT WESTERN V010635	PLAYGROUND EQUIPMENT	333555-6185 / 79185-6185 Construction Services	AP111617	134,849.98	1708079	P11201	00096088	11/16/2017
				Check Total:	134,849.98				
MW OH	HALO CONFIDENTIAL V008544	OCT PD BACKGROUND SCREENINGS	103040-6290 Dept. Contract Services	AP111617	5,150.00	0092	P11127	00096089	11/16/2017
MW OH	HALO CONFIDENTIAL V008544	OCT PD TRAINING MNGMT	103040-6290 Dept. Contract Services	AP111617	3,512.50	0093	P11127	00096089	11/16/2017
				Check Total:	8,662.50				
MW OH	HAZ PARTY RENTALS V000462	HERITAGE TABLES, CHAIRS RENTAL	104076-6299 / 79392-6299 Other Purchased Services	AP111617	4,564.80	34823	P11179	00096090	11/16/2017
				Check Total:	4,564.80				
MW OH	HENRY, LUCIA V009972	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	302.90	FALL 2017		00096091	11/16/2017
				Check Total:	302.90				
MW OH	HI-WAY SAFETY RENTALS V000459	HERITAGE BARRICADE RENTAL	104076-6299 / 79392-6299 Other Purchased Services	AP111617	2,035.68	92446	P11178	00096092	11/16/2017
				Check Total:	2,035.68				
MW OH	INTERNAL CONTROL V000504	OCT EMPLOYMENT POLYGRAPHS	103040-6099 Professional Services	AP111617	420.00	11039		00096093	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	420.00				
MW OH	KENEHAN, KELLY V010421	10/21 DISABILITY PENSION PMNT	103041-5001 Salaries/Full-Time Regular	AP111617	1,968.37	023		00096094	11/16/2017
MW OH	KENEHAN, KELLY V010421	11/4 DISABILITY PENSION PMNT	103041-5001 Salaries/Full-Time Regular	AP111617	1,968.37	024		00096094	11/16/2017
				Check Total:	3,936.74				
MW OH	KNOWLES-MCNIFF INC V000558	NOV 2016 SOFTWARE MAINT	101523-6136 Software Maintenance	AP111617	850.55	INV90912	P11086	00096095	11/16/2017
MW OH	KNOWLES-MCNIFF INC V000558	JULY SOFTWARE MAINT	101523-6136 Software Maintenance	AP111617	2,598.75	INV91058	P11086	00096095	11/16/2017
MW OH	KNOWLES-MCNIFF INC V000558	AUG SOFTWARE MAINT	101523-6136 Software Maintenance	AP111617	2,693.25	INV91059	P11086	00096095	11/16/2017
MW OH	KNOWLES-MCNIFF INC V000558	SEPT SOFTWARE MAINT	101523-6136 Software Maintenance	AP111617	2,551.50	INV91060	P11086	00096095	11/16/2017
				Check Total:	8,694.05				
MW OH	KOSMONT COMPANIES V006131	JUL REAL ESTATE ADVISORY SVS	102534-6099 Professional Services	AP111617	2,047.50	1705.4-003	P11170	00096096	11/16/2017
MW OH	KOSMONT COMPANIES V006131	AUG REAL ESTATE ADVISORY SVS	102534-6099 Professional Services	AP111617	3,459.30	1705.4-004	P11170	00096096	11/16/2017
MW OH	KOSMONT COMPANIES V006131	SEPT REAL ESTATE ADVISORY SVS	102534-6099 Professional Services	AP111617	873.60	1705.4-005	P11170	00096096	11/16/2017
MW OH	KOSMONT COMPANIES V006131	LATE CHARGES	102534-6099 Professional Services	AP111617	26.37	1705.4-FC001	P11170	00096096	11/16/2017
				Check Total:	6,406.77				
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	0029-2192 Police Legal Services	AP111617	3.24	100117		00096097	11/16/2017
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	0037-2192 Police Legal Services	AP111617	1.24	100117		00096097	11/16/2017
MW OH	LEGAL SHIELD	OCT LEGAL SERVICES	0010-2192	AP111617	96.87	100117		00096097	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008104		Police Legal Services						
MW OH	LEGAL SHIELD V008104	OCT LEGAL SERVICES	0048-2192 Police Legal Services	AP111617	16.19	100117		00096097	11/16/2017
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0048-2192 Police Legal Services	AP111617	28.78	110517		00096097	11/16/2017
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0029-2192 Police Legal Services	AP111617	5.63	110517		00096097	11/16/2017
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0010-2192 Police Legal Services	AP111617	194.87	110517		00096097	11/16/2017
MW OH	LEGAL SHIELD V008104	NOV LEGAL SERVICES	0037-2192 Police Legal Services	AP111617	2.48	110517		00096097	11/16/2017
				Check Total:	349.30				
MW OH	MAKE IT PERSONAL V000646	NAME BADGES FOR FINANCE	102020-6230 Printing & Binding	AP111617	47.26	110217-4		00096098	11/16/2017
				Check Total:	47.26				
MW OH	MAKENA SOLUTIONS LLC V009574	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	249.60	FALL 2017		00096099	11/16/2017
				Check Total:	249.60				
MW OH	MC ELHINNEY, JAMES V003620	FALL TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP111617	2,438.25	110817		00096100	11/16/2017
				Check Total:	2,438.25				
MW OH	MOTO UNITED V009743	HEAD LIGHT FOR PD MOTOR	103658-6134 Vehicle Repair & Maintenance	AP111617	82.46	RO 6595		00096101	11/16/2017
				Check Total:	82.46				
MW OH	MUNITEMPS V009595	10/3-10/12 CODE ENFORCEMENT	103046-6099 Professional Services	AP111617	2,128.00	127709		00096102	11/16/2017
MW OH	MUNITEMPS V009595	10/24-25 CODE ENFORCEMENT SVS	103046-6099 Professional Services	AP111617	672.00	127750		00096102	11/16/2017
				Check Total:	2,800.00				

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MV CHENG & ASSOCIATES V010389	OCT FINANCE DIRECTOR SVS	102020-6099 Professional Services	AP111617	19,002.50	103117	P11112	00096103	11/16/2017
MW OH	MV CHENG & ASSOCIATES V010389	OCT SR ACCOUNTANT SVS	102020-6099 Professional Services	AP111617	5,687.50	103117	P11112	00096103	11/16/2017
MW OH	MV CHENG & ASSOCIATES V010389	OCT PAYROLL TECH SVS	102020-6099 Professional Services	AP111617	4,927.50	103117	P11112	00096103	11/16/2017
Check Total:					29,617.50				
MW OH	NEOPOST USA INC V010638	POSTAGE LABELS	109595-6301 Special Department Supplies	AP111617	58.18	15249788		00096104	11/16/2017
Check Total:					58.18				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111617	169.89	60485		00096105	11/16/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	AP111617	15.07	60568		00096105	11/16/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111617	180.96	60654		00096105	11/16/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111617	20.46	60658		00096105	11/16/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111617	64.53	60665		00096105	11/16/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111617	197.00	60754		00096105	11/16/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111617	214.57	60759		00096105	11/16/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	AP111617	230.42	60769		00096105	11/16/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111617	244.97	60787		00096105	11/16/2017
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP111617	64.17	60804		00096105	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	1,402.04				
MW OH	OFFICE SOLUTIONS V008864	TONER	109595-6315 Office Supplies	AP111617	123.90	I-01241075		00096106	11/16/2017
MW OH	OFFICE SOLUTIONS V008864	TONER	109595-6315 Office Supplies	AP111617	247.80	I-01241776		00096106	11/16/2017
				Check Total:	371.70				
MW OH	ORANGE COUNTY FIRE V000704	OCT PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP111617	387.00	PC207129		00096107	11/16/2017
MW OH	ORANGE COUNTY FIRE V000704	OCT PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP111617	417.00	PC207132		00096107	11/16/2017
				Check Total:	804.00				
MW OH	ORANGE COUNTY V007306	OCTOBER PARKING CITATIONS	0044-2038 Parking Fines	AP111617	9,700.00	110617		00096108	11/16/2017
MW OH	ORANGE COUNTY V007306	1ST QTR NEW ANIMAL SHELTER	103045-6280 Animal Control Services	AP111617	16,516.57	AC1890008	P11123	00096108	11/16/2017
				Check Total:	26,216.57				
MW OH	PARTS SOURCE V000817	REAR VIEW MIRROR	103658-6134 Vehicle Repair & Maintenance	AP111617	21.99	1052		00096109	11/16/2017
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP111617	34.14	10597		00096109	11/16/2017
MW OH	PARTS SOURCE V000817	CREDIT - REAR VIEW MIRROR	103658-6134 Vehicle Repair & Maintenance	AP111617	-21.99	2256		00096109	11/16/2017
MW OH	PARTS SOURCE V000817	ENGINE COOLANT	103658-6134 Vehicle Repair & Maintenance	AP111617	8.77	3754		00096109	11/16/2017
				Check Total:	42.91				
MW OH	PLACENTIA, CITY OF V000822	PRISONER MEALS	103043-6301 Special Department Supplies	AP111617	50.62	103017		00096110	11/16/2017
MW OH	PLACENTIA, CITY OF V000822	PD CAR WASH	103658-6134 Vehicle Repair & Maintenance	AP111617	10.00	103017		00096110	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	60.62				
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	AP111617	126.23	124129780000-00		00096111	11/16/2017
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP111617	402.45	124129780000-00		00096111	11/16/2017
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP111617	69.83	124129780000-00		00096111	11/16/2017
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP111617	111.78	124129780000-00		00096111	11/16/2017
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	AP111617	124.06	124129780000-00		00096111	11/16/2017
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	103550-5001 Salaries/Full-Time Regular	AP111617	133.41	124129780000-00		00096111	11/16/2017
MW OH	PRINCIPAL FINANCIAL V000844	OCT LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	AP111617	96.88	124129780000-00		00096111	11/16/2017
				Check Total:	1,064.64				
MW OH	PROCURE AMERICA V009591	NOV PRINTER SAVINGS SVS	109595-6137 Repair Maint/Equipment	AP111617	400.42	11-1738	P11085	00096112	11/16/2017
				Check Total:	400.42				
MW OH	PSYCHOLOGICAL V009259	OCT EMPLOYEE PHYSICALS	101512-6099 Professional Services	AP111617	400.00	523111		00096113	11/16/2017
				Check Total:	400.00				
MW OH	QUADGRAPHICS INC V009661	STREET BANNER	109595-6301 Special Department Supplies	AP111617	385.05	45P20950		00096114	11/16/2017
				Check Total:	385.05				
MW OH	RATHOD, KIRAN V009466	DEPOSIT REFUND BACKS BLDG	100000-4385 Facility Rental	AP111617	150.00	2001913.002		00096115	11/16/2017
				Check Total:	150.00				
MW OH	REESE, STACY	FALL INSTRUCTOR PAYMENT	104071-6060	AP111617	594.75	FALL 2017		00096116	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009331		Instructional Services						
				Check Total:	594.75				
MW OH	REYES, ESPERANZA V010063	C & D BOND REFUND	0044-2033 Construction & Demo Deposit	AP111617	100.00	30-17-110		00096117	11/16/2017
				Check Total:	100.00				
MW OH	SAFETY-KLEEN CORP V000959	PARTS CLEANING SUPPLIES	103658-6301 Special Department Supplies	AP111617	281.59	74766757		00096118	11/16/2017
				Check Total:	281.59				
MW OH	SAGECREST PLANNING V010576	ANDDOCT BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP111617	7,669.00	1031	P11173	00096119	11/16/2017
MW OH	SAGECREST PLANNING V010576	ANDDOCT PW INSPECTION SVS	103550-6290 Dept. Contract Services	AP111617	4,483.00	1031	P11173	00096119	11/16/2017
				Check Total:	12,152.00				
MW OH	SCHMIDT, PAMELA J. V001394	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	93.60	FALL 2017		00096120	11/16/2017
				Check Total:	93.60				
MW OH	SHRED-IT USA V000905	SEPT DOC SHREDDING SVS	374386-6299 Other Purchased Services	AP111617	233.58	8123302691		00096121	11/16/2017
				Check Total:	233.58				
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	AP111617	127.50	5610069286	P11186	00096122	11/16/2017
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP111617	176.80	5610069286	P11186	00096122	11/16/2017
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	103652-6099 Professional Services	AP111617	4,148.03	5610069286	P11186	00096122	11/16/2017
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	AP111617	28.05	5610069286	P11186	00096122	11/16/2017
MW OH	SIEMENS INDUSTRY INC V008785	JULY ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP111617	117.62	5610069286	P11186	00096122	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	4,598.00				
MW OH	SILVER & WRIGHT LLP V009853	SEPT LEGAL SERVICES	101005-6299 / 45055-6299 Other Purchased Services	AP111617	385.70	22846		00096123	11/16/2017
				Check Total:	385.70				
MW OH	SMITH, DONNA V001269	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	1,023.75	FALL 2017		00096124	11/16/2017
				Check Total:	1,023.75				
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY CHARGES	0010-1228 AR/County of Orange	AP111617	15.22	110417		00096125	11/16/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY CHARGES	0010-1226 AR/City of Yorba Linda	AP111617	2.66	110417		00096125	11/16/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY CHARGES	296561-6330 Electricity	AP111617	325.89	110417		00096125	11/16/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY CHARGES	0010-1232 Accts Rec/City of Anaheim	AP111617	50.76	110417		00096125	11/16/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY CHARGES	286560-6330 Electricity	AP111617	29,915.67	110417		00096125	11/16/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY CHARGES	109595-6330 Electricity	AP111617	11,991.48	110417		00096125	11/16/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICITY CHARGES	109595-6330 / 61140-6330 Electricity	AP111617	50.77	110417		00096125	11/16/2017
				Check Total:	42,352.45				
MW OH	SPARKLETTS V000967	SEPT COFFEE/WATER SVS	109595-6301 Special Department Supplies	AP111617	1,940.91	4106122 091717		00096126	11/16/2017
MW OH	SPARKLETTS V000967	OCT COFFEE/WATER SVS	109595-6301 Special Department Supplies	AP111617	2,261.11	4106122 101717		00096126	11/16/2017
				Check Total:	4,202.02				
MW OH	SPRINT V006126	NOV PD FRAME RELAY SVS	109595-6215 Telephone	AP111617	627.51	32100170000340		00096127	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	627.51				
MW OH	STITH PRINTING V008626	HERITAGE CAR SHOW T-SHIRTS	104076-6301 Special Department Supplies	AP111617	5,317.06	45864	P11195	00096128	11/16/2017
				Check Total:	5,317.06				
MW OH	SUPERION LLC V005987	NOV OS-ASP SERVICES	101523-6136 Software Maintenance	AP111617	6,533.96	145742	P11082	00096129	11/16/2017
				Check Total:	6,533.96				
MW OH	T-MOBILE V004339	10/2-11/1 CELL PHONE CHARGES	109595-6215 Telephone	AP111617	1,174.95	OCTOBER 17		00096130	11/16/2017
MW OH	T-MOBILE V004339	10/2-11/1 PD CELL PHONE CHARGE	109595-6215 Telephone	AP111617	746.40	OCTOBER PD		00096130	11/16/2017
				Check Total:	1,921.35				
MW OH	THOMSON REUTERS - WEST SEPT V009649	WEST INFORMATION CHGS	103042-6290 Dept. Contract Services	AP111617	175.96	836941609		00096131	11/16/2017
				Check Total:	175.96				
MW OH	TODD, ANDREW V005705	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP111617	1,202.40	FALL 2017		00096132	11/16/2017
				Check Total:	1,202.40				
MW OH	TOM DODSON & ASSOCIATES V009472	AUG CEQA SUPPORT SERVICES	332531-6017 / 61086-6017 Special Studies	AP111617	750.00	PLA88 17-1	P11198	00096133	11/16/2017
				Check Total:	750.00				
MW OH	TRANSUNION RISK & V009317	SEPT DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP111617	111.00	100117		00096134	11/16/2017
MW OH	TRANSUNION RISK & V009317	OCT DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP111617	110.75	110117		00096134	11/16/2017
				Check Total:	221.75				
MW OH	UNDERGROUND SERVICE V010637	UNDERGROUND SET UP FEE	103652-6301 Special Department Supplies	AP111617	55.00	320170838		00096135	11/16/2017
MW OH	UNDERGROUND SERVICE	JUL MAINTENANCE FEE	103652-6301	AP111617	10.00	50170875		00096135	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010637		Special Department Supplies						
				Check Total:	65.00				
MW OH	UNIQUE PRINTING V010259	PRINTING SERVICES	103041-6301 Special Department Supplies	AP111617	1,235.15	38350		00096136	11/16/2017
MW OH	UNIQUE PRINTING V010259	PRINTING SERVICES	103040-6230 Printing & Binding	AP111617	289.95	38381		00096136	11/16/2017
				Check Total:	1,525.10				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/04 PD 11/10	0010-2126 Employee PARS/ARS W/H	AP111617	1,262.83	111017A		00096137	11/16/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 11/04 PD 11/10	0010-2131 Employer PARS/ARS Payable	AP111617	1,262.83	111017A		00096137	11/16/2017
				Check Total:	2,525.66				
MW OH	US BANK ST PAUL V010025	2009 LEASE REVENUE BOND	0010-1150 Cash w/Fiscal Agent	AP111617	84,331.55	772055		00096138	11/16/2017
				Check Total:	84,331.55				
MW OH	VILLAGE NURSERIES V001098	MEDIAN TURF RENOVATION	333552-6185 / 61147-6185 Construction Services	AP111617	9,990.58	00225994		00096139	11/16/2017
				Check Total:	9,990.58				
MW OH	VISIONS TINT INC V010106	WINDOW TINTING	333554-6185 / 62012-6185 Construction Services	AP111617	216.00	17080.1		00096140	11/16/2017
				Check Total:	216.00				
MW OH	WELLS FARGO BANK NA V010035	2011 GAS TAX BOND PAYMENT	0052-1150 Cash w/Fiscal Agent	AP111617	117,417.86	101317		00096141	11/16/2017
				Check Total:	117,417.86				
MW OH	WESTERN AUDIO VISUAL V010574	INSTALL A/V EQUIPMENT IN EOC	333554-6185 / 22002-6185 Construction Services	AP111617	18,369.23	11795	P11165	00096142	11/16/2017
				Check Total:	18,369.23				
MW OH	YAMAGUCHI, BRIAN V003248	SEPT RESERVE OFFICER STRIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP111617	200.00	100317		00096143	11/16/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	200.00				
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP111617	120.66	590684		00096144	11/16/2017
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP111617	56.02	591198		00096144	11/16/2017
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP111617	56.02	592287		00096144	11/16/2017
				Check Total:	232.70				
MW OH	YORBA LINDA WATER V001148	SEPT-OCT WATER CHARGES	109595-6335 Water	AP111617	1,483.90	102317		00096145	11/16/2017
				Check Total:	1,483.90				
MW OH	CALIFORNIA STATE V004813	P/E 11/18/17 PD DATE 11/24/17	0010-2196 Garnishments W/H	PY17024	351.69	2700/1701024		00096146	11/24/2017
MW OH	CALIFORNIA STATE V004813	P/E 11/18/17 PD DATE 11/24/17	0029-2196 Garnishments W/H	PY17024	64.15	2700/1701024		00096146	11/24/2017
MW OH	CALIFORNIA STATE V004813	P/E 11/18/17 PD DATE 11/24/17	0037-2196 Garnishments W/H	PY17024	69.23	2700/1701024		00096146	11/24/2017
MW OH	CALIFORNIA STATE V004813	P/E 11/18/17 PD DATE 11/24/17	0048-2196 Garnishments W/H	PY17024	156.46	2700/1701024		00096146	11/24/2017
				Check Total:	641.53				
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/18/17 PD DATE 11/24/17	0010-2196 Garnishments W/H	PY17024	48.00	2710/1701024		00096147	11/24/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/18/17 PD DATE 11/24/17	0029-2196 Garnishments W/H	PY17024	6.00	2710/1701024		00096147	11/24/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/18/17 PD DATE 11/24/17	0048-2196 Garnishments W/H	PY17024	6.00	2710/1701024		00096147	11/24/2017
				Check Total:	60.00				
MW OH	ORANGE COUNTY V000699	P/E 11/18/17 PD DATE 11/24/17	0010-2176 PCEA/OCEA Assoc Dues	PY17024	266.49	2610/1701024		00096148	11/24/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ORANGE COUNTY V000699	P/E 11/18/17 PD DATE 11/24/17	0029-2176 PCEA/OCEA Assoc Dues	PY17024	7.68	2610/1701024		00096148	11/24/2017
MW OH	ORANGE COUNTY V000699	P/E 11/18/17 PD DATE 11/24/17	0037-2176 PCEA/OCEA Assoc Dues	PY17024	2.40	2610/1701024		00096148	11/24/2017
MW OH	ORANGE COUNTY V000699	P/E 11/18/17 PD DATE 11/24/17	0048-2176 PCEA/OCEA Assoc Dues	PY17024	21.65	2610/1701024		00096148	11/24/2017
Check Total:					298.22				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/18/17 PD DATE 11/24/17	0029-2176 PCEA/OCEA Assoc Dues	PY17024	0.80	2615/1701024		00096149	11/24/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/18/17 PD DATE 11/24/17	0048-2176 PCEA/OCEA Assoc Dues	PY17024	2.25	2615/1701024		00096149	11/24/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/18/17 PD DATE 11/24/17	0010-2176 PCEA/OCEA Assoc Dues	PY17024	27.70	2615/1701024		00096149	11/24/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/18/17 PD DATE 11/24/17	0037-2176 PCEA/OCEA Assoc Dues	PY17024	0.25	2615/1701024		00096149	11/24/2017
Check Total:					31.00				
MW OH	PLACENTIA POLICE V000839	P/E 11/18/17 PD DATE 11/24/17	0010-2180 Police Mgmt Assn Dues	PY17024	804.14	2625/1701024		00096150	11/24/2017
Check Total:					804.14				
MW OH	PLACENTIA POLICE V003519	P/E 11/18/17 PD DATE 11/24/17	0010-2178 Placentia Police Assoc Dues	PY17024	2,429.66	2620/1701024		00096151	11/24/2017
MW OH	PLACENTIA POLICE V003519	P/E 11/18/17 PD DATE 11/24/17	0061-2178 Placentia Police Assoc Dues	PY17024	32.62	2620/1701024		00096151	11/24/2017
Check Total:					2,462.28				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/18/17 PD DATE 11/24/17	0010-2170 Deferred Comp Payable - ICMA	PY17024	2,487.91	2606/1701024		00096152	11/24/2017
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/18/17 PD DATE 11/24/17	0037-2170 Deferred Comp Payable - ICMA	PY17024	30.21	2606/1701024		00096152	11/24/2017
MW OH	VANTAGEPOINT TRANSFER	P/E 11/18/17 PD DATE 11/24/17	0029-2170	PY17024	38.27	2606/1701024		00096152	11/24/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER P/E 11/18/17 PD DATE 11/24/17 V007191		0054-2170 Deferred Comp Payable - ICMA	PY17024	34.20	2606/1701024		00096152	11/24/2017
MW OH	VANTAGEPOINT TRANSFER P/E 11/18/17 PD DATE 11/24/17 V007191		0048-2170 Deferred Comp Payable - ICMA	PY17024	98.04	2606/1701024		00096152	11/24/2017
Check Total:					2,688.63				
MW OH	ALBERT GROVER & V007111	TRAFFIC SIGNAL	103550-6015 Engineering Services	AP112717	1,420.00	17433-IN	P11185	00096153	11/28/2017
Check Total:					1,420.00				
MW OH	ANDERSON, CHRIS V002769	PD TRAINING MEALS	103041-6250 Staff Training	AP112717	24.00	CA120417		00096154	11/28/2017
Check Total:					24.00				
MW OH	BEE MAN, THE V000117	BEE REMOVAL 1720 CARTLEN	103655-6290 Dept. Contract Services	AP112717	195.00	96072		00096155	11/28/2017
MW OH	BEE MAN, THE V000117	BEE REMOVAL 900 S MELROSE	103655-6290 Dept. Contract Services	AP112717	175.00	96202		00096155	11/28/2017
Check Total:					370.00				
MW OH	BEST CONTRACTING V010594	POWELL BLDG ROOF REPLACEMENT	B33554-6185 Construction Services	AP112717	1,575.00	3221	P11176	00096156	11/28/2017
Check Total:					1,575.00				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP112717	351.48	71630140		00096157	11/28/2017
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP112717	349.98	71638636		00096157	11/28/2017
Check Total:					701.46				
MW OH	COMMERCIAL AQUATIC V005203	OCT WHITTEN POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP112717	694.99	I17-5646		00096158	11/28/2017
MW OH	COMMERCIAL AQUATIC V005203	OCT GOMEZ POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP112717	694.99	I17-5647		00096158	11/28/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COMMERCIAL AQUATIC V005203	OCT GOMEZ POOL MAINT	103654-6130 Repair & Maint/Facilities	AP112717	300.00	117-5682		00096158	11/28/2017
MW OH	COMMERCIAL AQUATIC V005203	OCT WHITTEN POOL MAINT	103654-6130 Repair & Maint/Facilities	AP112717	300.00	117-5683		00096158	11/28/2017
				Check Total:	1,989.98				
MW OH	CONROY, BRIAN V008501	FALL TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP112717	1,686.76	111417		00096159	11/28/2017
				Check Total:	1,686.76				
MW OH	CSULB FOUNDATION V003930	INTERNAL AFFAIRS REG ANDERSON	103041-6250 Staff Training	AP112717	397.00	CA120417		00096160	11/28/2017
				Check Total:	397.00				
MW OH	D & D SERVICES INC. V007321	OCT-DEC ANIMAL DISPOSAL SVS	103652-6301 Special Department Supplies	AP112717	735.00	10873		00096161	11/28/2017
				Check Total:	735.00				
MW OH	DATA TICKET INC. V006119	SEPT CODE ENFORCE CITATION	103046-6290 Dept. Contract Services	AP112717	1,011.00	82657	P11132	00096162	11/28/2017
				Check Total:	1,011.00				
MW OH	DFS FLOORING INC V000099	OCT CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	AP112717	665.00	305857-23		00096163	11/28/2017
				Check Total:	665.00				
MW OH	DISPLAY APPEAL V003825	PD DECALS FOR UNITS	103658-6301 Special Department Supplies	AP112717	152.39	5142		00096164	11/28/2017
				Check Total:	152.39				
MW OH	FEDEX V000394	SHIPPING CHARGES	101513-6325 Postage	AP112717	73.35	5-929-99877		00096165	11/28/2017
MW OH	FEDEX V000394	SHIPPING CHARGES	101513-6325 Postage	AP112717	9.73	5-967-67165		00096165	11/28/2017
				Check Total:	83.08				
MW OH	FIS	AUG BUS LIC INTERCHANGE FEES	102020-6025	AP112717	128.94	34419581		00096166	11/28/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008518		Third Party Administration						
MW OH	FIS V008518	SEPT BUS LIC INTERCHANGE FEES	102020-6025 Third Party Administration	AP112717	145.19	34423867		00096166	11/28/2017
Check Total:					274.13				
MW OH	GLOE, ADAM V002828	PD TRAINING MEALS	103040-6250 Staff Training	AP112717	8.00	AUG121517		00096167	11/28/2017
Check Total:					8.00				
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/18 PD DATE 11/24	0010-2170 Deferred Comp Payable - ICMA	AP112717	950.64	112417A		00096168	11/28/2017
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/18 PD DATE 11/24	0037-2170 Deferred Comp Payable - ICMA	AP112717	22.50	112417A		00096168	11/28/2017
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/18 PD DATE 11/24	0029-2170 Deferred Comp Payable - ICMA	AP112717	15.00	112417A		00096168	11/28/2017
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/18 PD DATE 11/24	0054-2170 Deferred Comp Payable - ICMA	AP112717	74.40	112417A		00096168	11/28/2017
MW OH	ICMA RETIREMENT TRUST V010029	P/E 11/18 PD DATE 11/24	0048-2170 Deferred Comp Payable - ICMA	AP112717	45.00	112417A		00096168	11/28/2017
Check Total:					1,107.54				
MW OH	JOE BACKFLOW CO. V009867	REPLACE SHUT OFF VALVE	103655-6290 Dept. Contract Services	AP112717	480.00	1815		00096169	11/28/2017
Check Total:					480.00				
MW OH	JOHN HANCOCK USA-PARS V010625	P/E 11/18 PD DATE 11/24	0010-2131 Employer PARS/ARS Payable	AP112717	911.79	112417A		00096170	11/28/2017
MW OH	JOHN HANCOCK USA-PARS V010625	P/E 11/18 PD DATE 11/24	0029-2131 Employer PARS/ARS Payable	AP112717	50.27	112417A		00096170	11/28/2017
MW OH	JOHN HANCOCK USA-PARS V010625	P/E 11/18 PD DATE 11/24	0037-2131 Employer PARS/ARS Payable	AP112717	92.75	112417A		00096170	11/28/2017
MW OH	JOHN HANCOCK USA-PARS V010625	P/E 11/18 PD DATE 11/24	0054-2131 Employer PARS/ARS Payable	AP112717	80.10	112417A		00096170	11/28/2017

City of Placentia
Check Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JOHN HANCOCK USA-PARS V010625	P/E 11/18 PD DATE 11/24	0048-2131 Employer PARS/ARS Payable	AP112717	137.44	112417A		00096170	11/28/2017
Check Total:					1,272.35				
MW OH	KEYSER MARSTON V010468	OCT RESIDENTIAL NEXUS STUDY	340000-6017 Special Studies	AP112717	991.83	0031538-17627.0P11149		00096171	11/28/2017
MW OH	KEYSER MARSTON V010468	OCT REAL ESTATE ADVISORY SVS	102534-6099 Professional Services	AP112717	1,417.50	0031567-17627.0P11156		00096171	11/28/2017
Check Total:					2,409.33				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS MCELHINNEY	103041-6360 / 50040-6360 Uniforms	AP112717	46.32	700003607		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS CLEVELAND	103041-6360 / 50040-6360 Uniforms	AP112717	563.93	700005052		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS REIHANIFAM	103041-6360 / 50060-6360 Uniforms	AP112717	30.16	700005194		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS DREW	103041-6360 / 50040-6360 Uniforms	AP112717	354.45	700005198		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS GLOE	103040-6360 / 50090-6360 Uniforms	AP112717	325.36	700005199		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS ROSE	103043-6360 / 50080-6360 Uniforms	AP112717	482.63	700005286		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS REINKER	103043-6360 / 50080-6360 Uniforms	AP112717	91.58	700005295		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS LENYI	103040-6360 / 50040-6360 Uniforms	AP112717	184.23	700005416		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	REPLACE CLOTH BADGE HART	103043-6360 / 50080-6360 Uniforms	AP112717	6.47	700005614		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	REPLACE CLOTH BADGE INIGUEZ	103043-6360 / 50080-6360 Uniforms	AP112717	10.78	700005615		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	REPLACE CLOTH BADGE VENTURA	103043-6360 / 50080-6360 Uniforms	AP112717	6.47	700005616		00096172	11/28/2017

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	KEYSTONE UNIFORMS V009178	REPLACE CLOTH BADGE REINKER	103043-6360 / 50080-6360 Uniforms	AP112717	6.47 700005617		00096172	11/28/2017
MW OH	KEYSTONE UNIFORMS V009178	REPLACE CLOTH BADGE MARTINEZ	103043-6360 / 50080-6360 Uniforms	AP112717	4.31 700005619		00096172	11/28/2017
					Check Total:	2,113.16		
MW OH	LE, JINH V010644	POOL BOND REFUND	0044-2033 Construction & Demo Deposit	AP112717	500.00 40-17-044		00096173	11/28/2017
					Check Total:	500.00		
MW OH	MARK'S OLD TOWNE V000648	WELDING SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112717	1,166.25 237136		00096174	11/28/2017
					Check Total:	1,166.25		
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP112717	40.95 305129/5		00096175	11/28/2017
MW OH	MC FADDEN-DALE V000635	HEX BOLT	103652-6301 Special Department Supplies	AP112717	1.07 305740/5		00096175	11/28/2017
MW OH	MC FADDEN-DALE V000635	REBAR, VIBRATION MOUNT	103652-6301 Special Department Supplies	AP112717	33.62 305952/5		00096175	11/28/2017
MW OH	MC FADDEN-DALE V000635	TIRE GAUGE	103652-6301 Special Department Supplies	AP112717	34.17 306040/5		00096175	11/28/2017
					Check Total:	109.81		
MW OH	MCMURRAY STERN V006352	EVIDENCE LOCK REPAIR	103043-6301 / 50100-6301 Special Department Supplies	AP112717	473.49 15503-1		00096176	11/28/2017
					Check Total:	473.49		
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP112717	47.11 60711		00096177	11/28/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP112717	97.43 60822		00096177	11/28/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP112717	39.20 60823		00096177	11/28/2017

City of Placentia
Check Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	183.74				
MW OH	OGIAMEN, EDEGUE V010646	DEPOSIT REFUND BACKS BLDG	100000-4385 Facility Rental	AP112717	150.00	2001918.002		00096178	11/28/2017
				Check Total:	150.00				
MW OH	PACIFIC HOMEWORKS V010643	ROOFING BOND FUND	0044-2033 Construction & Demo Deposit	AP112717	100.00	30-17-128		00096179	11/28/2017
				Check Total:	100.00				
MW OH	POWERSTRIDE BATTERY COBATTERIES FOR VEHICLE MAINT V000785		103658-6134 Vehicle Repair & Maintenance	AP112717	108.67	C64833		00096180	11/28/2017
MW OH	POWERSTRIDE BATTERY COBATTERIES FOR VEHICLE MAINT V000785		103658-6134 Vehicle Repair & Maintenance	AP112717	108.67	C64862		00096180	11/28/2017
MW OH	POWERSTRIDE BATTERY COBATTERIES FOR VEHICLE MAINT V000785		103658-6134 Vehicle Repair & Maintenance	AP112717	90.17	C64889		00096180	11/28/2017
MW OH	POWERSTRIDE BATTERY COBATTERIES FOR VEHICLE MAINT V000785		103658-6134 Vehicle Repair & Maintenance	AP112717	138.47	C64914		00096180	11/28/2017
MW OH	POWERSTRIDE BATTERY COBATTERIES FOR VEHICLE MAINT V000785		103658-6134 Vehicle Repair & Maintenance	AP112717	258.58	C64977		00096180	11/28/2017
MW OH	POWERSTRIDE BATTERY COBATTERIES FOR VEHICLE MAINT V000785		103658-6134 Vehicle Repair & Maintenance	AP112717	392.85	C65042		00096180	11/28/2017
				Check Total:	1,097.41				
MW OH	R DEPENDABLE V010189	PD LOCKER ROOM CONTRUCTION	333554-6185 / 62014-6185 Construction Services	AP112717	38,380.00	2186	P11161	00096181	11/28/2017
				Check Total:	38,380.00				
MW OH	SANTIAGO ROOFING V001614	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP112717	100.00	30-17-042		00096182	11/28/2017
				Check Total:	100.00				
MW OH	SARAVIA, DAYSI V009842	FACILITY RENTAL REFUND	100000-4385 Facility Rental	AP112717	125.00	2001916.002		00096183	11/28/2017
				Check Total:	125.00				

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SECOND HARVEST FOOD V005571	NOV COMMODITIES DELIVERY	104071-6301 Special Department Supplies	AP112717	30.00	445298		00096184	11/28/2017
					Check Total:	30.00			
MW OH	SIMPLEX GRINNELL V008625	A/C INSTALL/REPAIR BACKS BLDG	103654-6290 Dept. Contract Services	AP112717	1,036.36	84241052		00096185	11/28/2017
					Check Total:	1,036.36			
MW OH	SOUTHERN CALIFORNIA V010641	DEPOSIT REFUND BACKS BLDG	100000-4385 Facility Rental	AP112717	150.00	2001921.002		00096186	11/28/2017
					Check Total:	150.00			
MW OH	TAPLIN, CYNTHIA V010645	DEPOSIT REFUND WHITTEN CTR	100000-4385 Facility Rental	AP112717	150.00	2001919.002		00096187	11/28/2017
					Check Total:	150.00			
MW OH	TOTUM CORP V010229	OCT CONSTRUCTION ADMIN SVS	333554-6185 / 61125-6185 Construction Services	AP112717	1,855.00	204423	P11150	00096188	11/28/2017
					Check Total:	1,855.00			
MW OH	TRILLIUM CNG (1720) V007952	OCT CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP112717	137.99	1711032022		00096189	11/28/2017
					Check Total:	137.99			
MW OH	UNITED STATES POSTAL V010482	POSTAGE FOR PERMIT 26	104070-6325 Postage	AP112717	6,000.00	1117	P11078	00096190	11/28/2017
					Check Total:	6,000.00			
MW OH	US BANK PARS #6746022400 V008781	P/E 11/18 PD DATE 11/24	0010-2126 Employee PARS/ARS W/H	AP112717	1,256.77	112417A		00096191	11/28/2017
MW OH	US BANK PARS #6746022400 V008781	P/E 11/18 PD DATE 11/24	0010-2131 Employer PARS/ARS Payable	AP112717	1,256.77	112417A		00096191	11/28/2017
					Check Total:	2,513.54			
MW OH	US BANK ST PAUL V010025	2003 COP DEBT SERVICE PAYMENT	0010-1150 Cash w/Fiscal Agent	AP112717	390,111.56	766238		00096192	11/28/2017
					Check Total:	390,111.56			

**City of Placentia
Check Register
For 11/29/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WEST COAST ARBORISTS INC V001124	11-15 RESIDENT TREE MAINT	0044-2039 Tree Trimming Deposits	AP112717	180.00	129636		00096193	11/28/2017
					Check Total:	180.00			
MW OH	WESTERN TRANSIT V008280	OCT SR. TRANSPORTATION SVS	184071-6401 / 79538-6401 Community Programs	AP112717	4,400.76	2.2803	P11120	00096194	11/28/2017
					Check Total:	4,400.76			
MW OH	XLNT TINT WINDOW TINTING V001145	VEHICLE WINDOW TINTING	103042-6301 Special Department Supplies	AP112717	260.00	52838		00096195	11/28/2017
MW OH	XLNT TINT WINDOW TINTING V001145	VEHICLE WINDOW TINTING	103042-6301 Special Department Supplies	AP112717	275.00	52839		00096195	11/28/2017
MW OH	XLNT TINT WINDOW TINTING V001145	VEHICLE WINDOW TINTING	103041-6301 Special Department Supplies	AP112717	40.00	52883		00096195	11/28/2017
MW OH	XLNT TINT WINDOW TINTING V001145	VEHICLE WINDOW TINTING	103042-6301 Special Department Supplies	AP112717	275.00	52885		00096195	11/28/2017
MW OH	XLNT TINT WINDOW TINTING V001145	VEHICLE WINDOW TINTING	103042-6301 Special Department Supplies	AP112717	275.00	53083		00096195	11/28/2017
MW OH	XLNT TINT WINDOW TINTING V001145	VEHICLE WINDOW TINTING	103043-6301 Special Department Supplies	AP112717	115.00	53089		00096195	11/28/2017
					Check Total:	1,240.00			
MW OH	ZAMBRANO, ALEXANDER V010564	11/10 DD DANCE DJ SERVICES	104071-6299 Other Purchased Services	AP112717	100.00	1002		00096196	11/28/2017
					Check Total:	100.00			
MW OH	ZAMBRANO, FELIPE V003496	FOG MACHINE REIMBURSEMENT	104071-6301 Special Department Supplies	AP112717	53.31	102717		00096197	11/28/2017
					Check Total:	53.31			
					Type Total:	1,232,558.39			
					Check Total:	1,232,558.39			

City of Placentia
Electronic Disbursement Register
For 12/5/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 458,784.83

EDR Totals by ID

AP	0.00
EP	458,784.83
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	227,986.60
208-Secssr Agncy Ret Oblg (0054)	959.64
228-NOC-Public Safety Grant(0061)	891.78
265-Landscape Maintenance (0029)	1,635.64
275-Sewer Maintenance (0048)	6,812.36
501-Refuse Administration (0037)	2,079.85
601-Employee Health & Wlfre (0039)	218,418.96

Void Total: 0.00
EDR Total: 458,784.83

Electronic Disbursement Sub Totals: 458,784.83

ACH Payroll Direct Deposit for 12/5/17: 289,988.35

Electronic Disbursement Total: 748,773.18

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

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	P/E 11/18/17 PD DATE 11/24/17	0029-2170 Deferred Comp Payable - ICMA	PY17024	76.25	2995/1701024		00009957	11/24/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 11/18/17 PD DATE 11/24/17	0010-2170 Deferred Comp Payable - ICMA	PY17024	12,282.86	2995/1701024		00009957	11/24/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 11/18/17 PD DATE 11/24/17	0037-2170 Deferred Comp Payable - ICMA	PY17024	80.25	2995/1701024		00009957	11/24/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 11/18/17 PD DATE 11/24/17	0061-2170 Deferred Comp Payable - ICMA	PY17024	111.80	2995/1701024		00009957	11/24/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 11/18/17 PD DATE 11/24/17	0048-2170 Deferred Comp Payable - ICMA	PY17024	484.64	2995/1701024		00009957	11/24/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 11/18/17 PD DATE 11/24/17	0054-2170 Deferred Comp Payable - ICMA	PY17024	74.40	2995/1701024		00009957	11/24/2017
Check Total:					13,110.20				
EP	AMERICAN FIDELITY V010011	P/E 11/18 PD DATE 11/24	0010-2155 Per Sec Plan - Opt. Life	ACH112717	35.10	112417A		00009958	11/28/2017
EP	AMERICAN FIDELITY V010011	P/E 11/18 PD DATE 11/24	0010-2188 Health Care SSA	ACH112717	1,050.08	112417A		00009958	11/28/2017
EP	AMERICAN FIDELITY V010011	P/E 11/18 PD DATE 11/24	395000-2187 Voluntary Plan Life	ACH112717	369.54	112417A		00009958	11/28/2017
EP	AMERICAN FIDELITY V010011	P/E 11/18 PD DATE 11/24	0029-2188 Health Care SSA	ACH112717	5.10	112417A		00009958	11/28/2017
EP	AMERICAN FIDELITY V010011	P/E 11/18 PD DATE 11/24	0037-2188 Health Care SSA	ACH112717	13.36	112417A		00009958	11/28/2017
EP	AMERICAN FIDELITY V010011	P/E 11/18 PD DATE 11/24	0048-2188 Health Care SSA	ACH112717	8.83	112417A		00009958	11/28/2017
EP	AMERICAN FIDELITY V010011	P/E 11/18 PD DATE 11/24	0054-2188 Health Care SSA	ACH112717	15.94	112417A		00009958	11/28/2017
Check Total:					1,497.95				
EP	CALIFORNIA PUBLIC V010053	NOV 2017 UAL PAYMENT	395083-5145 Retirement PERS	ACH112717	48,075.03	10000001510481		00009959	11/28/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	NOV 2017 UAL PAYMENT	395083-5145 Retirement PERS	ACH112717	189,050.08	10000001510482		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0010-2165 PERS Employer Payable	ACH112717	72.87	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0010-2195 PERS Uniform	ACH112717	23.36	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0029-2140 Employee PERS W/H	ACH112717	892.50	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0029-2145 Employee PERS Payback W/H	ACH112717	7.12	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0029-2150 Survivor Benefit Package	ACH112717	1.21	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0029-2195 PERS Uniform	ACH112717	0.36	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0037-2140 Employee PERS W/H	ACH112717	1,060.08	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0037-2145 Employee PERS Payback W/H	ACH112717	4.13	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0037-2150 Survivor Benefit Package	ACH112717	1.10	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0048-2140 Employee PERS W/H	ACH112717	3,788.22	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0048-2145 Employee PERS Payback W/H	ACH112717	7.12	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0048-2150 Survivor Benefit Package	ACH112717	4.48	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0048-2165 PERS Employer Payable	ACH112717	4.08	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0048-2195 PERS Uniform	ACH112717	1.47	112417A		00009959	11/28/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0054-2140 Employee PERS W/H	ACH112717	350.04	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0054-2150 Survivor Benefit Package	ACH112717	0.42	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0061-2140 Employee PERS W/H	ACH112717	531.14	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0061-2150 Survivor Benefit Package	ACH112717	0.38	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0061-2195 PERS Uniform	ACH112717	0.16	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0010-2150 Survivor Benefit Package	ACH112717	104.01	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0010-2145 Employee PERS Payback W/H	ACH112717	227.57	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	0010-2140 Employee PERS W/H	ACH112717	144,463.90	112417A		00009959	11/28/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 11/18 PD DATE 11/24	395083-5145 Retirement PERS	ACH112717	-83,455.60	112417A		00009959	11/28/2017
Check Total:					305,215.23				
EP	EMPLOYMENT V010052	P/E 11/18 PD DATE 11/24	0054-2135 Calif Income Tax W/H	ACH112717	116.83	112417A		00009960	11/28/2017
EP	EMPLOYMENT V010052	P/E 11/18 PD DATE 11/24	0029-2135 Calif Income Tax W/H	ACH112717	123.94	112417A		00009960	11/28/2017
EP	EMPLOYMENT V010052	P/E 11/18 PD DATE 11/24	0010-2135 Calif Income Tax W/H	ACH112717	14,080.61	112417A		00009960	11/28/2017
EP	EMPLOYMENT V010052	P/E 11/18 PD DATE 11/24	0037-2135 Calif Income Tax W/H	ACH112717	196.86	112417A		00009960	11/28/2017
EP	EMPLOYMENT V010052	P/E 11/18 PD DATE 11/24	0061-2135 Calif Income Tax W/H	ACH112717	49.72	112417A		00009960	11/28/2017
EP	EMPLOYMENT	P/E 11/18 PD DATE 11/24	0048-2135	ACH112717	515.87	112417A		00009960	11/28/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H						
EP	EMPLOYMENT V010052	STATE TAX PTO BUYBACK ARRULA	0010-2135 Calif Income Tax W/H	ACH112717	145.89	112717		00009960	11/28/2017
				Check Total:	15,229.72				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0054-2120 Employer Medicare Payable	ACH112717	38.64	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0010-2115 Employee Medicare W/H	ACH112717	5,428.80	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0061-2110 Federal Income Tax W/H	ACH112717	152.72	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0010-2120 Employer Medicare Payable	ACH112717	5,381.02	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0061-2115 Employee Medicare W/H	ACH112717	22.93	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0029-2110 Federal Income Tax W/H	ACH112717	420.72	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0029-2115 Employee Medicare W/H	ACH112717	55.12	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0029-2120 Employer Medicare Payable	ACH112717	53.32	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0037-2110 Federal Income Tax W/H	ACH112717	592.72	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0037-2115 Employee Medicare W/H	ACH112717	68.20	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0010-2110 Federal Income Tax W/H	ACH112717	44,223.68	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0037-2120 Employer Medicare Payable	ACH112717	63.15	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0061-2120 Employer Medicare Payable	ACH112717	22.93	112417A		00009961	11/28/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0048-2110 Federal Income Tax W/H	ACH112717	1,617.51	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0048-2115 Employee Medicare W/H	ACH112717	191.87	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0048-2120 Employer Medicare Payable	ACH112717	188.27	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0054-2110 Federal Income Tax W/H	ACH112717	313.93	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/18 PD 11/24	0054-2115 Employee Medicare W/H	ACH112717	49.44	112417A		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED PTO BUYBACK ARRULA	0010-2115 Employee Medicare W/H	ACH112717	38.09	112714		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED PTO BUYBACK ARRULA	0010-2110 Federal Income Tax W/H	ACH112717	405.26	112714		00009961	11/28/2017
EP	INTERNAL REVENUE V010054	FED/MED PTO BUYBACK ARRULA	0010-2120 Employer Medicare Payable	ACH112717	23.50	112714	9	00009961	11/28/2017
Check Total:					59,351.82				
EP	ACOSTA, JOAQUIN E000017	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00009962	12/01/2017
Check Total:					220.00				
EP	ALDWIR, MAMOUN E000113	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,268.72	DECEMBER 17		00009963	12/01/2017
Check Total:					1,268.72				
EP	ANDERSON, MARLA E000071	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009964	12/01/2017
Check Total:					569.00				
EP	ARMSTRONG, JOHN T E000046	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,223.22	DECEMBER 17		00009965	12/01/2017
Check Total:					1,223.22				

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	AUDISS, JAY SCOTT E000125	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,654.00	DECEMBER 17		00009966	12/01/2017
				Check Total:	1,654.00				
EP	BABCOCK, CHARLES A E000015	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	313.00	DECEMBER 17		00009967	12/01/2017
				Check Total:	313.00				
EP	BEALS, SHARLENE E000076	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00009968	12/01/2017
				Check Total:	220.00				
EP	BERMUDEZ, ALBERT E000124	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	547.98	DECEMBER 17		00009969	12/01/2017
				Check Total:	547.98				
EP	BONESHANS, DENNIS E000020	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00009970	12/01/2017
				Check Total:	220.00				
EP	BUNNELL, DONALD E000062	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009971	12/01/2017
				Check Total:	569.00				
EP	BURGNER, ARTHUR E000074	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009972	12/01/2017
				Check Total:	569.00				
EP	CHANDLER, JOHN P E000109	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,266.00	DECEMBER 17		00009973	12/01/2017
				Check Total:	1,266.00				
EP	CHANG, ROBERT E000107	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,729.52	DECEMBER 17		00009974	12/01/2017
				Check Total:	1,729.52				
EP	COBBETT, GEOFFREY E000007	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009975	12/01/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	569.00				
EP	COOK, ARLENE M E000018	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009976	12/01/2017
				Check Total:	569.00				
EP	D'AMATO, ROBERT E000056	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00009977	12/01/2017
				Check Total:	220.00				
EP	DAVID, PRESTON E000112	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	745.97	DECEMBER 17		00009978	12/01/2017
				Check Total:	745.97				
EP	DAVIS, CAROLYN E000005	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009979	12/01/2017
				Check Total:	569.00				
EP	DELOS SANTOS, JAMIE E000045	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,300.86	DECEMBER 17		00009980	12/01/2017
				Check Total:	1,300.86				
EP	DICKSON, ROBERTA JO E000011	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00009981	12/01/2017
				Check Total:	220.00				
EP	DOWNEY, CAROL E000082	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009982	12/01/2017
				Check Total:	569.00				
EP	ECKENRODE, NORMAN E000029	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009983	12/01/2017
				Check Total:	569.00				
EP	ELSTRO, ANN M E000027	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009984	12/01/2017
				Check Total:	569.00				
EP	ESCOBOSA, LILLIAN	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120117	569.00	DECEMBER 17		00009985	12/01/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000055		Health Insurance Premiums						
				Check Total:	569.00				
EP	ESPINOZA, ROSALINDA E000016	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	586.43	DECEMBER 17		00009986	12/01/2017
				Check Total:	586.43				
EP	FRICKE, JUERGEN E000075	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	750.00	DECEMBER 17		00009987	12/01/2017
				Check Total:	750.00				
EP	FULLER, GLENN H E000081	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	750.00	DECEMBER 17		00009988	12/01/2017
				Check Total:	750.00				
EP	GALLANT, KAREN E000008	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009989	12/01/2017
				Check Total:	569.00				
EP	GARNER, JO ANN E000047	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009990	12/01/2017
				Check Total:	569.00				
EP	GARNER, KITTY E000080	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	870.00	DECEMBER 17		00009991	12/01/2017
				Check Total:	870.00				
EP	GOMEZ, DANIEL E000049	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009992	12/01/2017
				Check Total:	569.00				
EP	GRIMM, DENNIS L E000042	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	536.00	DECEMBER 17		00009993	12/01/2017
				Check Total:	536.00				
EP	HOCH, ELEANOR M E000078	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00009994	12/01/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	220.00				
EP	HOLTSCLAW, KATHERINE E000121	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	471.54	DECEMBER 17		00009995	12/01/2017
				Check Total:	471.54				
EP	IRVINE, SUZETTE E000019	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009996	12/01/2017
				Check Total:	569.00				
EP	JENKINS, ROBERT E000084	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	579.26	DECEMBER 17		00009997	12/01/2017
				Check Total:	579.26				
EP	JOHNSON, SHARON E000099	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00009998	12/01/2017
				Check Total:	569.00				
EP	JONES, ROBERT E000053	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	196.21	DECEMBER 17		00009999	12/01/2017
				Check Total:	196.21				
EP	JUDD, TERRELL E000115	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,795.00	DECEMBER 17		00010000	12/01/2017
				Check Total:	1,795.00				
EP	KIRKLAND, RICHARD L E000110	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	196.21	DECEMBER 17		00010001	12/01/2017
				Check Total:	196.21				
EP	LITTLE, DIANE M E000098	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	536.00	DECEMBER 17		00010002	12/01/2017
				Check Total:	536.00				
EP	LOOMIS, CORINNE E000122	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	612.00	DECEMBER 17		00010003	12/01/2017
				Check Total:	612.00				
EP	LOWREY, B J	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120117	313.00	DECEMBER 17		00010004	12/01/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000041		Health Insurance Premiums						
				Check Total:	313.00				
EP	MAERTZWEILER, MICHAEL IAN E000032	MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00010005	12/01/2017
				Check Total:	569.00				
EP	MANNING, VEDA M E000063	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00010006	12/01/2017
				Check Total:	220.00				
EP	MILANO, JAMES E000054	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00010007	12/01/2017
				Check Total:	569.00				
EP	MILLER, RICHARD E000106	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,266.00	DECEMBER 17		00010008	12/01/2017
				Check Total:	1,266.00				
EP	MOORE, LARRY W E000044	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00010009	12/01/2017
				Check Total:	220.00				
EP	OLEA, ARLENE J E000014	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,351.00	DECEMBER 17		00010010	12/01/2017
				Check Total:	1,351.00				
EP	ORTEGA, MANUEL E E000100	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	697.00	DECEMBER 17		00010011	12/01/2017
				Check Total:	697.00				
EP	PALMER, GEORGE E000094	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,042.00	DECEMBER 17		00010012	12/01/2017
				Check Total:	1,042.00				
EP	PASCARELLA, RICHARD E000129	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,654.00	DECEMBER 17		00010013	12/01/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,654.00				
EP	PASCUA, RAYNALD E000114	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,729.52	DECEMBER 17		00010014	12/01/2017
				Check Total:	1,729.52				
EP	PASPALL, MIHAJLO E000085	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	520.42	DECEMBER 17		00010015	12/01/2017
				Check Total:	520.42				
EP	PEREZ, ROBERT E000111	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	196.21	DECEMBER 17		00010016	12/01/2017
				Check Total:	196.21				
EP	PICHON, WALTER E000103	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	261.76	DECEMBER 17		00010017	12/01/2017
				Check Total:	261.76				
EP	PINEDA, MATEO E000127	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	772.02	DECEMBER 17		00010018	12/01/2017
				Check Total:	772.02				
EP	REDIFER, KIM R E000022	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	750.00	DECEMBER 17		00010019	12/01/2017
				Check Total:	750.00				
EP	RENDEN, BRIAN E000083	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	741.92	DECEMBER 17		00010020	12/01/2017
				Check Total:	741.92				
EP	REYES, ROGER T E000024	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00010021	12/01/2017
				Check Total:	569.00				
EP	RICE, RUSSELL J E000059	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,339.00	DECEMBER 17		00010022	12/01/2017
				Check Total:	1,339.00				
EP	RISHER, THOMAS A	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120117	569.00	DECEMBER 17		00010023	12/01/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000013		Health Insurance Premiums						
				Check Total:	569.00				
EP	RIVERA, AIDA E000026	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00010024	12/01/2017
				Check Total:	220.00				
EP	ROACH, MICHAEL E000105	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,266.00	DECEMBER 17		00010025	12/01/2017
				Check Total:	1,266.00				
EP	ROBB, SANDRA E000043	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00010026	12/01/2017
				Check Total:	569.00				
EP	ROKOSZ, KEN A E000035	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	612.00	DECEMBER 17		00010027	12/01/2017
				Check Total:	612.00				
EP	ROSE, RICHARD D E000050	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	917.00	DECEMBER 17		00010028	12/01/2017
				Check Total:	917.00				
EP	SALE, LEE R E000031	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00010029	12/01/2017
				Check Total:	569.00				
EP	SANCHEZ, LAURA E000058	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00010030	12/01/2017
				Check Total:	220.00				
EP	SANGOLUISA, ZORA G E000048	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00010031	12/01/2017
				Check Total:	220.00				
EP	SCHLIEDER, BEVERLY E000120	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,529.58	DECEMBER 17		00010032	12/01/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,529.58				
EP	SMITH, WARD E000128	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,748.00	DECEMBER 17		00010033	12/01/2017
				Check Total:	1,748.00				
EP	SOMOYA, JOHN P E000089	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	750.00	DECEMBER 17		00010034	12/01/2017
				Check Total:	750.00				
EP	SOTO, PHILIP J E000052	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00010035	12/01/2017
				Check Total:	569.00				
EP	SPRAGUE, GARY A E000064	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,654.00	DECEMBER 17		00010036	12/01/2017
				Check Total:	1,654.00				
EP	STEPHEN, JEFFREY E000119	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,430.80	DECEMBER 17		00010037	12/01/2017
				Check Total:	1,430.80				
EP	TAYLOR, DAVID M E000088	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	536.00	DECEMBER 17		00010038	12/01/2017
				Check Total:	536.00				
EP	TAYLOR, LINDA E000126	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	509.53	DECEMBER 17		00010039	12/01/2017
				Check Total:	509.53				
EP	THOMANN, DARYLL L E000101	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	579.26	DECEMBER 17		00010040	12/01/2017
				Check Total:	579.26				
EP	TRIFOS, WILLIAM E000104	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,513.00	DECEMBER 17		00010041	12/01/2017
				Check Total:	1,513.00				
EP	VALENTINE, THOMAS	DEC MEDICAL REIMBURSEMENT	395083-5161	ACH120117	1,266.00	DECEMBER 17		00010042	12/01/2017

City of Placentia
Electronic Disbursement Register
For 11/29/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000118		Health Insurance Premiums						
				Check Total:	1,266.00				
EP	VERSTYNEN, WILLIAM E000092	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	196.21	DECEMBER 17		00010043	12/01/2017
				Check Total:	196.21				
EP	WAHL, KATHLEEN A E000030	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	220.00	DECEMBER 17		00010044	12/01/2017
				Check Total:	220.00				
EP	WIEST, STEPHEN E000079	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	569.00	DECEMBER 17		00010045	12/01/2017
				Check Total:	569.00				
EP	WORDEN, LARRY M E000116	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	547.98	DECEMBER 17		00010046	12/01/2017
				Check Total:	547.98				
EP	YAMAGUCHI, BRIAN E000123	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,266.00	DECEMBER 17		00010047	12/01/2017
				Check Total:	1,266.00				
EP	ZAMORA, JERRY E000037	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	750.00	DECEMBER 17		00010048	12/01/2017
				Check Total:	750.00				
EP	ZINN, JOHN E000009	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH120117	1,019.78	DECEMBER 17		00010049	12/01/2017
				Check Total:	1,019.78				
				Type Total:	458,784.83				
				Check Total:	458,784.83				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF ADMINISTRATIVE SERVICES
DATE: NOVEMBER 21, 2017
SUBJECT: **MIGRATION OF MICROSOFT OFFICE SERVICES TO MICROSOFT OFFICE 365**

FISCAL
IMPACT: CURRENT YEAR EXPENSE: \$36,699
BUDGETED: \$38,499 IT SOFTWARE MAINTENANCE
ONGOING ANNUAL EXPENSE: \$33,614

SUMMARY:

The City is in need of an upgrade to its current e-mail system, as well as its Microsoft Office products, such as Word, Excel, Powerpoint, and other platforms such as Skype and Sharepoint. This proposed solution will upgrade the City systems to the latest version of all Microsoft products, as well as take advantage of cloud technologies to ensure proper data protection, increase security, and save on system administration, hardware and software maintenance costs.

RECOMMENDATION:

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

1. Purchase Microsoft Office 365 subscriptions, Microsoft standard licensing for shared City computers, and Advanced Threat Protection Add-on for enhanced e-mail security; and
2. Enlist on-site GST staff to perform the implementation; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Current System

The City's current Microsoft Office Suite subscriptions vary considerably. Some computer terminals have Microsoft Office 2007, Office 2010, or Office 2013. All versions of Microsoft Office products before Microsoft Office 2016 are eligible for ten years of support following their release, during which Microsoft releases security updates for the product version and provides

1.c.

December 5, 2017

paid technical support. The ten-year period is divided into two five-year phases: The mainstream phase and the extended phase. During the mainstream phase, Microsoft may provide limited complimentary technical support and release non-security updates or change the design of the product. During the extended phase, said services stop. Given that the City has terminals on various Microsoft Office subscriptions, this can create challenges from an information technology (IT) management perspective. In addition, the multiple subscriptions can create compatibility issues when viewing or editing documents on different terminals other than from which the document was created. For example, if a document was created on Office 2013, but the computer terminal editing the document has Office 2010, there may be limited compatibility between the two documents, making it therefore less efficient to conduct edits between two different types of software. Moving towards one solution for the City's operations will make creating, editing, training, and managing documents more efficient. It will also enable more efficient IT management of the City's Microsoft Office system.

Proposed Solution

The Microsoft Office 365 (Office 365) solution is a modern business software productivity suite. It contains common applications such as Word and Excel, as well as powerful collaboration platforms such as Sharepoint and Skype for Business. The proposed Office 365 subscription is part of a Government only offering that takes advantage of a segregated and secure platform that Microsoft maintains for Government clients only. This package is called the Office 365 U.S. Government Community G3.

The proposed solution will enhance the City user's work experience in several ways. Most importantly, with this upgrade, all users will have access to the latest versions of all Microsoft Office products. This will allow users to take advantage of key product enhancements that increase productivity and product stability. This will also lower the amount of time IT support spends on application troubleshooting due to incompatible or unsupported software versions. Below are some of the primary features of the Office 365 suite:

- Desktop versions of Office 2016 applications: Word, Excel, PowerPoint, OneNote and Outlook, plus Publisher and Access
- Web versions of Word, Excel, and PowerPoint, and more
- File storage and sharing with unlimited OneDrive storage
- Business e-mail, calendar, and contacts with 100 GB mailbox
- Host unlimited online meetings, IM, and HD video conferencing with Skype for Business
- Inform and engage with a company-wide intranet and team sites with SharePoint
- Compliance and information protection Legal Hold, rights management, and data loss prevention for e-mail and files
- eDiscovery with in-place search, hold, and export
- Hosted voicemail support with auto attendant capabilities
- Secure and protected City data in Microsoft datacenters

The City received and evaluated proposals from 3 vendors for providing the Office 365 solution. These costs are for the first year of the Office 365 subscription, as well as the licenses for the shared computers at the City.

FISCAL IMPACT:

The recommended action will require annual budget allocations in the IT Budget. Year 1 has a slightly higher cost due to initial implementation with annual costs reduced to account for years 2 and 3. In the current budget, \$29,000 was budgeted for this purchase with actual costs totaling \$36,699. There are sufficient funds in the IT Software Maintenance budget to provide for this purchase due to savings in several other line items, including VM Ware and Cybernetics (\$8,800 total savings).

Improved efficiency for all employees will provide savings in both time and cost savings and effective system utilization. In addition, the system support for Office 365 will provide consistency throughout the organization and will be utilized as additional new applications such as the CRM application are implemented.

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

Attachment:

Microsoft Enterprise Enrollment

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

56260411

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. If Enrolled Affiliate elects not to renew.**
- (i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Placentia

Contact name* First Damien **Last** Arrula

Contact email address* darrula@placentia.org

Street address* 401 E. Chapman Avenue

City* Placentia

State/Province* CA

Postal code* 92870-6101-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 714-993-8186

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Steve Last Pischel
Contact email address* spischel@placentia.org
Street address* 401 E. Chapman Avenue
City* Placentia
State/Province* CA
Postal code* 92870-6101-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 714-993-8142

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Steve Last Pischel
Contact email address* spischel@placentia.org
Phone* 714-993-8142

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Comparex USA inc
Street address (PO boxes will not be accepted)* 319 W. Martin Street Suite 200
City* Raleigh
State/Province* NC
Postal code* 27601
Country* United States
Contact name* Bruce Valentin
Phone* 972-924-0442
Contact email address* COMPAREXUSALD@comparex.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF PUBLIC WORKS
DATE: DECEMBER 5, 2017
SUBJECT: **AWARD OF CONSTRUCTION CONTRACT FOR THE PLACENTIA CHAMPIONS SPORTS COMPLEX FENCE REPLACEMENT PROJECT**

FISCAL

IMPACT: EXPENSE: \$30,000 CONSTRUCTION CONTRACT
REVENUE: \$35,000 LANDSCAPE MAINTENANCE DISTRICT FUND BALANCE
No General Fund Dollars will be utilized on this project.

SUMMARY:

Bids were received to replace approximately 700 linear feet of fencing at Placentia Champions Sports Park (the "Project"). The existing fencing was installed 20 years ago when the park was first constructed and much of the fencing is in need of replacement. This Project will replace a section of fencing in between two baseball diamonds. Funding for this Project has been made available through an existing fund balance in the City's Landscape Maintenance District (LMD) since the sports park is located within the district. A budget resolution is presented to the City Council for its consideration to allocate existing LMD funds for this Project.

RECOMMENDATION:

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

1. Approve a Public Works Agreement with Wolverine Fence Company, Inc., for construction of the Champions Sports Complex Fence Replacement Project, in a not-to-exceed amount of \$30,000; 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 City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures.

DISCUSSION:

Placentia Champions Sports Complex was opened to the public more than 20 years ago. The existing barrier and perimeter fencing around and throughout the park was installed as part of the original construction of the park. In many areas, fencing was added at the time of construction to provide a physical barrier while the new landscaping and trees planted matured to provide an adequate physical barrier. Many sections of the park fencing has extensive rusting and damage

1.d.

December 5, 2017

provide a physical barrier while the new landscaping and trees planted matured to provide an adequate physical barrier. Many sections of the park fencing has extensive rusting and damage due to water and the elements. This Project will replace approximately 700 linear feet of original wrought iron fencing with new chain link vinyl coated fencing.

Staff solicited bids for the Project and the City received three (3) bids. The following table provides the bid amounts received from each contractor:

Contractor	Bid Amount
Wolverine Fence Company, Inc.	\$30,000
Good Neighbors Fence	\$37,072
La Habra Fence	\$35,776

Staff reviewed the bid received from Wolverine Fence Company, Inc. (Wolverine Fence) for any errors or omissions and determined its bid to be responsive. In addition, Staff conducted a reference check on Wolverine Fence which was also found to be satisfactory. Based on the reference check and the low bid amount received, Wolverine Fence has been identified as the lowest responsive, responsible bidder for this Project. As such, Staff recommends awarding a construction contract to Wolverine Fence for this Project.

FISCAL IMPACT:

A Capital Improvement Program Budget Amendment is presented to the City Council for its consideration to utilize a total of \$35,000 in unallocated Landscape Maintenance District (LMD) 92-1 fund balance to pay for the fence replacement. The Sports Complex is located within the established LMD and these funds can be used to replace fencing at the park. Although the cost of the fence replacement is \$30,000, an additional \$5,000 is proposed to be allocated as a construction contingency amount. Any remaining project balance of the conclusion of the Project will be returned to the LMD. Accordingly, Resolution R-2017-XX is presented to the City Council for its consideration.

Prepared by:



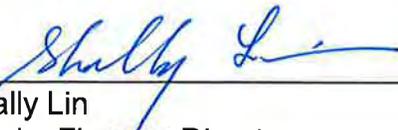
Joel Cardenas
Public Works Superintendent

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

Attachments:

1. Public Works Agreement with Wolverine Fence Company, Inc.
2. Resolution No. R-2017-XX

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
WOLVERINE FENCE**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 5th day of December, 2017 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Wolverine Fence. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction to furnish and install at Champions Sports Complex Park a 4 foot high mesh black vinyl chain link fence 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.

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

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 (California corporation, partnership, individual) and the work located at Placentia Champions Sports Complex.
- (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 thirty thousand dollars (\$30,000.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety 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 12 months, 2018, 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:

Wolverine Fence
930 South Cypress Street
La Habra, CA 90631
Attn: Lonnie Lopez

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be

replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

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

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

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

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

6.0 INSURANCE AND INDEMNIFICATION

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

Conditions:

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

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

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

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

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

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

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

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

6.4 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements

are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 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.

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

7.0 RECORDS AND REPORTS

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

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

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

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,

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

8.0 GENERAL PROVISIONS

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

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

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

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety 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 Administrator or his/her designee, 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 A). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

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

To Contractor:

Wolverine Fence
930 S. Cypress Street
La Habra, CA 90631
Email: llopez@wolverinefence.com
Tel: (562) 948-2030

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, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

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

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

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

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

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

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

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

as expressly provided herein.

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Patrick J. Melia, City Clerk

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:

Joel Cardenas, Public Works Superintendent

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Director of Public Works

Date: _____

Project No.

EXHIBIT A
SCOPE OF SERVICES

Wolverine Fence

Signatory to Laborers Union

"We Devour The Competition"



City of Placentia
Attn: Joe Najera

PROPOSAL
For
Placentia Sports Park
11-7-17

Furnish and Install:

Item 1: Area B = 700' lf of 4' high 2'' Mesh Black Vinyl Chain link Fence.

Lump Sum = -----\$30,000.00

Item 2: Area E = 665' lf of 4' high 2'' Mesh Black Vinyl Chain link Fence.

Lump Sum = -----\$29,500.00

Grand Total = -----\$59,500.00

Exclusions: Demo of existing fence and damage to underground utilities or impact of.

Materials:

2 7/8'' Sch. 40 Terminal Post

2 3/8'' Sch. 40 Line Post

8'' x 24'' Concrete Footings

1 5/8'' Sch. 40 Top and Bottom Rail

2'' Mesh - 9 core/ 8 gauge – Fuse Bonded Chain link

Finish: All Materials Vinyl Coated Black.

Note: All sidewalks to be core drilled. All Fence on wall to be mounted on a saddle.

Prevailing Wage Included

If you have any questions please call me at 1-562-948-2030

Sincerely,

Lonnie Lopez

Vice President

This Proposal is Valid for 30 Days

930 SOUTH CYPRESS ST LA HABRA CA 90631

PHONE: 562-948-2030 FAX 562-948-2354

STATE CONTRACTORS LICENCE #870586 DIR #1000009678

EXHIBIT B

SCHEDULE OF PERFORMANCE

The scope of work for this project shall be completed within 30 working days of the project 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.
- 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:

- 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.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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

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.

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-2017-35, 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
Landscape Maint Dist	Fund Balance	Public Works	0029-3001	35,000.00	Fund Bal
Landscape Maint Dist	Trsf Out to CIP	Public Works	296561-8033	35,000.00	Trsf Out
CIP Fund	Trsf in from Landscp Maint	Public Works	330000-7029	35,000.00	Trsf In
CIP Fund	Champions Park Fence Repl	Public Works	333555-6185	35,000.00	Expense

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 5th day of December, 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 5th day of December, 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: DECEMBER 5, 2017

SUBJECT: **RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTION 10.28.010 TO FACILITATE THE PLACENTIA LIBRARY DISTRICT SPECIAL EVENT SCHEDULED FOR SUNDAY, MARCH 18, 2018.**

FISCAL
IMPACT: NONE

SUMMARY:

The Placentia Library District is planning to host "History Matters", a special event intended as a fundraiser for the Placentia Library History Room. The event is scheduled to be held on Sunday, March 18, 2018 at the historic Bradford House and will feature Steve Berry, the New York Times bestselling author. Mr. Berry will be a guest speaker and will be signing his books for guests in order to raise money for the digitization of the historical newspapers in the Placentia Library History Room.

This action approves a resolution which temporarily suspends § 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Library District special event, which will serve beer and wine for the fundraiser.

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, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Library District special event scheduled for Sunday, March 18, 2018.

DISCUSSION:

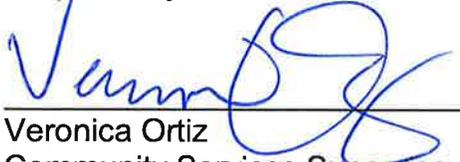
The "History Matters" special event is a fundraiser for the History Room at the Placentia Library. The event is scheduled from 1:00 p.m. to 3:00 p.m. on Sunday, March 18, 2018. The Placentia Library staff will host and facilitate the event. Placentia Library staff plan to serve desserts, beer and wine at the event.

1.e.

December 5, 2017

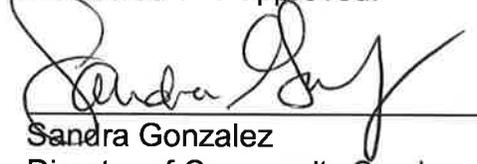
The Placentia Library District requests a waiver of the "No Alcohol" policy in order to facilitate this special event. The attached resolution temporarily suspends Section 10.28.010 of the Placentia Municipal Code to facilitate the event.

Prepared by:



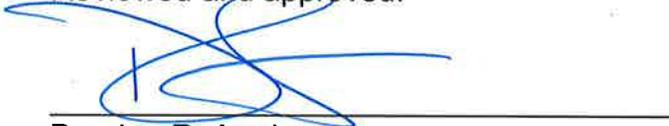
Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



Sandra Gonzalez
Director of Community Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Correspondence from Placentia Library District requesting waiver of the "No Alcohol" policy
2. Resolution No. R-2017-XX



PLACENTIA LIBRARY DISTRICT

411 East Chapman Avenue, Placentia, CA 92870-6198
714-528-1925 Phone www.placentialibrary.org
714-579-1082 Fax administration@placentialibrary.org
Jeanette Contreras, Library Director

Board of Trustees

Gayle Carline, President
Jo-Anne W. Martin, Secretary
Richard DeVecchio, Ed.D., Trustee
Elizabeth D. Minter, Trustee
Al Shkoler, Trustee

October 18, 2017

Placentia City Council
401 E. Chapman Avenue
Placentia CA 92870

Dear Sir and Madam,

The Placentia Library District is requesting a waiver of the "no alcohol" policy for the upcoming History Matters event to be held at the Bradford Park and House, 136 Palm Circle, Placentia. At this event we would like to serve wine and beer along with dessert. The wine will be served by a Placentia Library District employee.

The History Matters event is a fundraiser for the History Room at the Placentia Library. Steve Berry, the New York Times, bestselling author will be speaking and signing books to raise money for the digitization of the historical local newspapers in the History Room's collection. This event will be held on Sunday, March 18, 2018 from 1:00-3:00 P.M.

Thank you for your support of the Placentia Library District. We look forward to your approval.

Sincerely,

Jeanette Contreras, Library Director
Placentia Library District

RESOLUTION NO. R-2017-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 LIBRARY DISTRICT SPECIAL EVENT SCHEDULED FOR MARCH 18, 2018.

A. Recitals.

(i). The City of Placentia adopted Ordinance No.0-2008-10 which amended Title 1 of the Placentia Municipal Code by adding Chapter 1.14 allowing the City Council the discretion to temporarily suspend specific ordinances during special events when it has been determined that the public welfare and interest will be served by such suspension; and

(ii). The City Council finds that certain events of public interest may benefit the City, including recognition of historical landmarks and community volunteers, by generating favorable publicity, and by enhancing a marketable image for the City.

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

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placentia does hereby declare that:

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

2. The City temporarily suspends Placentia Municipal Code § 10.28.010 relative to the controlled use of alcohol in a public place during the Placentia Library District special event at the Bradford House on Sunday, March 18, 2018 from 1:00 p.m. to 3:00 p.m.

3. The specified section of the Placentia Municipal Code (Section 10.28.010) shall remain in full force and effect throughout the remainder of the City.

4. PASSED and ADOPTED this 5th day of December, 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 5TH day of December, 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 DEVELOPMENT SERVICES

DATE: DECEMBER 5, 2017

SUBJECT: PROFESSIONAL SERVICE AGREEMENTS WITH HIGH PEAKS PLANNING LLC, MICHAEL BAKER INTERNATIONAL AND KOA CORPORATION TO COMPLETE THE GENERAL PLAN UPDATE

FISCAL	BUDGETED FISCAL YEAR 2017-18 CIP:	\$150,000
IMPACT:	ENCUMBERED FUNDS:	\$ 68,699
	CIP FUNDS AVAILABLE :	\$ 81,301
	GENERAL PLAN UPDATE FEE:	\$ 14,900
	GENERAL GOVERNMENT OTHER EXPENDITURE:	\$ 14,106
	 TOTAL COST OF THE CONTRACTS:	 \$110,307

SUMMARY:

In 2014, the City contracted with Lilley Planning (now defunct), RBF (now Michael Baker Int'l.), KOA Corporation, and Tom Dodson and Associates to complete the General Plan update that was initiated in 2002. Although work was initiated, due to a lack of in-house Staff coupled with Staff turnover, the General Plan Update effort was not completed. To complete the update, new Professional Services Agreements are needed as the previous contracts are either outdated or the entity no longer exists. High Peaks Planning would serve as the lead planning consultant, with support from Michael Baker International (GIS, Graphics, Air Quality, and Noise) and KOA Corporation (Mobility Element). The recommended actions would approve Professional Services Agreements with High Peaks Planning, LLC in the amount of \$39,930; Michael Baker International in the amount of \$27,717; and KOA Corporation in the amount of \$42,660.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with High Peaks Planning, LLC, to provide professional services related to the General Plan Update for an amount not to exceed \$39,930; and
2. Approve a Professional Services Agreement with Michael Baker International, to provide professional services related to the General Plan Update for an amount not to exceed \$27,717; and

1.f.

December 5, 2017

3. Approve a Professional Services Agreement with KOA Corporation, to provide professional services related to the General Plan Update for an amount not to exceed \$42,660; and
4. Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.

BACKGROUND:

The General Plan is the City's land use constitution, a legal policy document that is mandated by the State of California. The General Plan is intended to reflect the community's values and set policies to guide in the development, maintenance, and use of the City's built environment. It forms the basis for future decision making as it relates to the seven mandatory elements: Land Use, Housing, Conservation, Open Space, Circulation, Safety, and Noise. The City's Housing Element was updated in January, 2014. Current efforts to update the other General Plan Elements are well underway, with City Council review anticipated in late spring 2018.

In 2014, the City contracted with Lilley Planning (now defunct), RBF (now Michael Baker Int'l.), KOA Corporation, and Tom Dodson and Associates (CEQA Services) to complete the General Plan update that was initiated in 2002. The agreement with Tom Dodson and Associates is still active, within budget, and represents \$51,567 of the encumbered funds from the CIP Budget. Although work on the General Plan Update was initiated, due to a lack of in-house Staff coupled with Staff turnover, the General Plan Update effort was not completed. To complete this update, which has not happened since the 1970's, new Professional Services Agreements are needed for three consultants as the previous agreements are either outdated or the entity no longer exists. Lilley Planning is now defunct and High Peaks Planning would serve as the lead Planning consultant, with support from Michael Baker International (GIS, Graphics, Air Quality, and Noise) and KOA Corporation (Mobility Element). High Peaks Planning includes key staff that were involved with the General Plan Update as part of Lilley Planning.

DISCUSSION:

High Peaks Planning cost proposal is \$39,930, which has been pared down from previous estimates to be as cost effective as possible, while still resulting in a high quality product. The new General Plan will add an Economic Development Element and a Health & Wellness Element, and will address social justice and Greenhouse Gas reduction as required by State law. Retaining High Peaks Planning as the lead consultant is the most cost effective approach, as their key staff have been involved with the General Plan Update since 2014 and they have already drafted significant portions of all of the General Plan Elements.

Michael Baker International (MBI, formerly RBF) has been under contract with the City since 2014 to provide Geographic Information Systems (GIS) support, to supply graphics, to produce Air Quality and Noise technical reports, and to draft the Sustainability Element, among other tasks. MBI currently has \$11,237 available under an existing contract with the City, but requires an additional \$16,480 to complete the update. Staff is proposing to eliminate the old contract(s) and enter into a new agreement for \$27,717 (\$11,237 + \$16,480). Due to the time lapse from 2014 and the incorporation of new data, especially new traffic data from KOA, MBI is requesting additional funds to complete the project. Staff has worked with MBI to keep the costs as low as

possible, however, due to the lapse in time, many technical studies and reports need to be redone. MBI represents the best value to complete their scope in that they are essentially half done with the total work product, and simply need to update a great deal of their analyses.

KOA Corporation will be completing the Mobility (transportation) Element. This element drives the General Plan process in that it requires traffic counts and analysis that must be up to date to be considered valid. KOA has already performed quite a bit of work for this project under a previous contract, but to finish the effort, the cost proposal is \$42,660. To determine value, Staff received a proposal from a competitor, DKS for the same scope of work, and their cost proposal was \$90,280. Staff also contacted Albert Grover and Associates (AGA) for a quote, however, AGA indicated that they would not be able to compete with KOA in that KOA has already completed so much preliminary work.

FISCAL IMPACT:

Funds have been budgeted in the City's Capital Improvement Program budget for the General Plan Update, however, there is currently a shortfall of \$29,006 to fund the three proposed agreements. To make up for this shortfall, Staff proposes to transfer \$14,900 from the General Plan Update Fee revenue account (101-4302) and to charge \$14,106 from the General Government Other Expenditure Account (109595-6999).

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with High Peaks Planning, LLC
2. Professional Services Agreement with Michael Baker International
3. Professional Services Agreement with KOA Corporation

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
MICHAEL BAKER INTERNATIONAL**

THIS AGREEMENT is made and entered into this 5th day of December, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and MICHAEL BAKER INTERNATIONAL, a California Corporation "Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to Professional consulting services to provide Planning consulting services for the City's General Plan Update, 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 twenty seven thousand seven hundred seventeen dollars (\$27,717.00). All previous contracts and/or agreements for services between the City and Michael Baker International and/or RBF are hereby null and void and shall be superseded by this agreement.

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 Development Services Director 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 12 months, ending on December 5, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The City Administrator is authorized in his discretion to extend the term as needed.

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:

Michael Baker International
5 Hutton Centre Drive
Suite 500
Santa Ana, CA 92707
Tel: (949) 855-5771
Attn: Starla Barker

IF TO CITY:

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

Tel: (714) 993-8124
Email: jlambert@placentia.org
Attn: Joe Lambert

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:

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

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian Bettenhausen
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Joseph Lambert
Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Joseph Lambert
Director of Development Services

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

November 7, 2017

Mr. Joseph Lambert
Director of Development Services
CITY OF PLACENTIA
401 East Chapman Avenue
Placentia, California 92870

Subject: Additional Work Request to Support the Placentia General Plan Update

Dear Mr. Lambert:

Michael Baker International, Inc. (Michael Baker) is contracted with the City of Placentia (City) to provide professional GIS services in support of the General Plan Update in accordance with the Professional Services Agreement dated September 30, 2014. Under separate contract, dated March 18, 2014, Michael Baker is contracted with the City to provide air quality and noise technical analyses in support of the Placentia General Plan Air Quality and Noise Elements.

Initial work efforts were conducted; however, the work program was placed on hold. It is our understanding that the City would like to continue with completion of the original work program, as outlined in the Agreements previously referenced and scopes of work dated March 17, 2014 and June 13, 2014.

For purposes of the air quality and noise technical analyses, a total of \$2,656 remains in the current budget. At this time, it is unclear if the studies will require revisions or the extent of revisions, if required. Upon receipt and review of the revised traffic analysis, we will coordinate with the City and the City's CEQA Consultant to determine if revisions to the studies will be needed. If the extent of revisions exceeds the remaining budget, an Additional Work Request specific to the air quality and noise studies will be submitted to the City.

For purposes of the General Plan exhibits, a total of \$8,581 remains in the current budget. We assume that no additional exhibits will be needed, with the exception of those previously identified and that no major revisions to the exhibits already submitted to the City will be required. Additional work efforts will be required to coordinate with City Staff and obtain information to update the remaining exhibits, which has been included in the fee.

The City is requesting Michael Baker provide additional services in support of the General Plan Update which include participation in bi-weekly conference calls, participation in GPAC and Community meetings, attendance at Planning Commission and City Council meetings, and finalization of the previously drafted Sustainability Element. Michael Baker is pleased to submit this Additional Work Request Proposal to the City to provide these additional services, as outlined below.

- Coordination of General Plan Exhibits. Michael Baker will coordinate with City Staff to obtain the information needed to update/revise the remaining exhibits highlighted in the attachment dated April 1, 2015. This assumes City Staff will provide the necessary information and that extensive research will not be required to obtain the data. A maximum of 16 hours has been assumed for this task.
- GPULT Meetings. Starla Barker will participate in up to two (2) GPULT Meetings to discuss the status of the General Plan Update and pending items. This scope assumes participation will occur via conference call.

City of Placentia General Plan Update

- GPAC Meeting. Starla Barker will participate in up to one (1) GPAC Meeting to present and discuss the Draft Sustainability Element and receive comments. Ms. Barker will prepare a presentation or provide slides to be incorporated into a presentation specifically focusing on the Draft Sustainability Element that has been prepared. A presentation template will be provided by the City or Consultant Team. Printed materials are not anticipated.
- Planning Commission and City Council Meetings. Starla Barker will attend up to one (1) Planning Commission Meeting and up to one (1) City Council Meeting to present and discuss the Draft Sustainability Element and receive comments. Ms. Barker will prepare a presentation or provide slides to be incorporated into a presentation specifically focusing on the Draft Sustainability Element that has been prepared. A presentation template will be provided by the City or Consultant Team. Printed materials are not anticipated.
- Revised Draft Sustainability Element. As part of a separate contract through SCAG, Michael Baker prepared a Draft Sustainability Element and associated documents. That contract has since been completed and no additional funding remains. Revisions to the Draft Sustainability Element may be needed following review and comment by the GPAC and the Planning Commission and City Council. This task assumes one set of revisions to the Draft Sustainability Element will be made following review and comment by the GPAC and a second set of revisions to the Draft Sustainability Element will be made following review and comment by the Planning Commission and City Council. A maximum of 40 hours is assumed for all revisions. This scope of work does not include revisions to other documents (e.g., guiding principles, implementation actions, monitoring program, TOD Zoning Ordinance Review). If revisions to these documents are needed, they can be accommodated through additional funding on a time and materials basis. An electronic version of the Revised Draft Sustainability Element will be provided to the City; no hardcopies will be provided.

FEE

Remaining Air Quality/Noise Budget (3-17-14)	\$2,656
Remaining General Plan Exhibit Budget (6-13-14)	\$8,581
Subtotal Remaining Budget	\$11,237
Additional Coordination of General Plan Exhibits	\$4,870
GPULT Meetings (2)	\$800
GPAC Meeting (1)	\$1,600
Planning Commission Meeting (1)	\$1,200
City Council Meeting (1)	\$1,200
Revised Draft Sustainability Element	\$4,960
Project Management/Coordination	\$1,600
Expenses	\$ 250
Subtotal Additional Work	\$16,480
TOTAL FEE	\$27,717

The attached AWR is based upon direction provided by the General Plan Update Consultant Team. Ms. Starla Barker, AICP will lead the Michael Baker team. Please contact Starla Barker at (949) 855-5771 if you have any questions or require any additional information.

Respectfully submitted,



Glenn Lajoie, AICP
Vice President
Planning/Environmental Services



Starla Barker, AICP
Senior Project Manager
Planning/Environmental Services

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

However:

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

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

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

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

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

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

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

whichever is less.

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

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

Policy Number: AS2-681-004145-727
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

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

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT –
CALIFORNIA**

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250

Person or Organization

Where required by contract or written agreement prior to loss and allowed by law.

Job Description

Issued by Co 7 - Liberty Insurance Corporation

For attachment to Policy No. WA7-68D-004145-777 Effective Date 8/30/2017

Premium \$

Issued to Michael Baker International, Inc.

WC 04 03 06
Ed. 04/1984

Page 1 of 2

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: sparr@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
HIGH PEAKS PLANNING, LLC**

THIS AGREEMENT is made and entered into this 5th day of December, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and HIGH PEAKS PLANNING, LLC, a California Corporation "Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to Professional consulting services to provide Planning consulting services for the City's General Plan Update, 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 thirty nine thousand nine hundred thirty dollars (\$39,930.00).

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 Development Services Director 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 12 months, ending on December 5, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The City Administrator is authorized in his discretion to extend the term as needed.

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:

High Peaks Planning LLC
1130 NE 106th Avenue
Portland, OR 97220
Tel: (503) 490-7049
Attn: Shannon Wages

IF TO CITY:

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

Tel: (714) 993-8124
Email: jlambert@placentia.org
Attn: Joe Lambert

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:

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

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian Bettenhausen
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Joseph Lambert
Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Joseph Lambert
Director of Development Services

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Placentia General Plan Update
Scope of Work
Updated November 6, 2017

This Scope of Work (SOW) details the remaining tasks to complete the Placentia General Plan Update (PGPU). This SOW is initially based on the Memorandum to the City of Placentia dated December 15, 2015, and was updated based on discussion at the kick-off meeting held on September 5, 2017. While we believe that this work program is responsive to the City's needs, we also welcome the opportunity to refine the approach more based on feedback provided by City Staff to arrive at a work program that best fulfills Staff's expectations for this General Plan. The associated Cost Estimate and Project Schedule are provided as a separate document that is being submitted concurrently.

TASK 1 PROJECT KICKOFF AND PROJECT MANAGEMENT

This task sets the stage for the General Plan work program. Here we kick off the project, set expectations, gather data, and go to work. This phase includes a kick-off meeting; project management throughout the project; and refinement of the scope, schedule and budget.

Task 1.1 City Kick-off Meeting

The Project Team participated in a project kick-off meeting with City of Placentia staff. The intent of the kick-off meeting was to clarify expectations in the SOW and clearly define deliverables and schedule. Prior to the meeting, High Peaks Planning (HPP) provided the City with a Memorandum and Draft Schedule outlining where we are with the GPU, the steps we need to take to get the project done, and the estimated costs associated with finishing the Project. The schedule and budget have since been revised and are provided with this scope of work. Should another kick-off meeting be required, that would constitute an additional meeting.

Task 1.2 Project Management

Jennifer Davis will manage the day-to-day operations of the PGPU. Jennifer will be responsible for overseeing preparation and review of all work products, ensuring quality control, and tracking and adhering to the project schedule and budget. Jennifer will also provide the daily point of contact for City staff, and prepare all meeting agendas and minutes. Shannon Wages will prepare monthly invoices and status reports concerning the status of the work and of completed and pending activities.

The HPP team will conduct bi-weekly teleconference meetings and has budgeted up to 20 meetings with the internal project team during the duration of the project. In addition, we have included internal team meetings, staff and consultant coordination to augment City staff. This is estimated as two hours a week over the length of the project. We are anticipating that the project will be finished at the end of late August, 2018. Our iterative process and coordination both internally and with City staff will ensure that product deliverables meet and exceed City expectations. At the completion of the project, the HPP team will provide the City with all background files and information used in preparation and completion of the work.

Task 1 Deliverables:

- Kick-off Meeting, with agenda and minutes
- Revised Scope of Work, Schedule and Budget
- 20 Project Team Meetings (HPP to provide agenda and meeting minutes)
- Internal Team Meetings; Staff and Consultant Coordination

TASK 2 OUTREACH PROGRAM

This task involves meeting with the General Plan Update Leadership Team (GPULT), presentation of the project to the General Plan Advisory Committee (GPAC), a community meeting, and presentations to the Historical Society, Traffic & Safety Commission, the Planning Commission, and the City Council for review and feedback.

Task 2.1 General Plan Update Leadership Team (GPULT) Meetings

The Leadership Team is comprised of members of City Staff who will take the lead on reviewing and making updates to the General Plan Elements. HPP will prepare and facilitate 2 meetings with the GPULT.

Task 2.2 General Plan Advisory Committee Meetings

The City will appoint a GPAC comprised of the chair of each commission and two City Council members. We have budgeted for up to 3 meetings to review each General Plan Element with the GPAC. HPP will be responsible for facilitating the discussion at each GPAC meeting. Jennifer Davis will be in attendance at each meeting, with a representative sub-consultant as needed, depending on the Element discussed.

Task 2.3 Historical Society Meeting

HPP will attend a meeting with the Historical Society. Similar to GPAC meetings, the purpose of this meeting is to gain feedback on the Conservation General Plan Element.

Task 2.4 Traffic Safety Commission Meeting and Planning Commission/City Council Study Sessions

HPP will prepare for and attend these meetings prior to the public hearing meetings with the Planning Commission and City Council. Similar to GPAC meetings, the purpose of these meetings will be to provide an overview of the General Plan Elements and receive feedback. HPP will also attend the public hearings for the project before the Planning Commission and City Council. These meetings will also be open to the community.

Task 2.5 Community Wide Workshop

The HPP team will assist staff on conducting one community-wide workshop to present an overview of each General Plan Element and receive comments from the community. We anticipate that this meeting will be comprised of a series of booths or tables, with each highlighting the key components of a General Plan Element, including key goals and policy topics. Given the amount of information to share with the community, this format will allow attendees to focus on Elements most important to them. This format will also allow for an interactive and creative presentation of each Element in a format that resonates with community members of all ages, with graphics and visuals to ensure an interesting and educational workshop. HPP will assist the City in preparing for and conducting the meeting, including providing a brief presentation to kick-off the workshop, and directing attendees to individual booth stations where consultant team and staff members will discuss important themes from each General Plan Element. Any large scale graphics and supplies will be provided by the City.

Task 2 Deliverables:

- 2 GPULT Meeting, including preparation and summary of meeting, with staff input on PowerPoint
- 3 GPAC meetings, including preparation and summary of meetings, with staff input on PowerPoint

- Attendance at 1 Community-Wide Workshop, including preparation, assistance with facilitation and summary, with staff input on PowerPoint
- 1 Historical Society Meeting, including preparation, assistance with facilitation and summary of meeting
- 1 Joint Study Session, including preparation, facilitation and summary of meetings, with staff input on PowerPoint
- 1 Planning Commission hearing and 1 City Council hearing

TASK 3 REVIEW AND UPDATE OF DRAFT ELEMENTS

Task 3.1 City Staff Review and Updates to General Plan Elements

This task is for the GPULT to review the Draft Elements and Exhibits and provide any needed updates to the text. The Leadership Team will also select final photographs to be integrated into each Element. The Elements were last reviewed in late 2014; therefore, reviewing these drafts for accuracy and relevancy is critical. The list of Elements for City review are as follows, and includes the review of a new Environmental Justice Element that will be prepared by HPP as described below:

- Introduction
- Land Use
- Conservation
- Mobility
- Health & Wellness
- Economic Development
- Noise
- Open Space
- Safety
- Sustainability
- Environmental Justice (NEW-See Task 3.2)

Task 3.2 Environmental Justice Element

On September 24, 2016. Under SB 1000's amendments to Government Code Section 65302, a local agency will now be required to address environmental justice issues when, on or after January 1, 2018, it concurrently adopts or revises two or more general plan elements. In those circumstances, the local agency must either adopt an environmental justice general plan element or include environmental justice goals, policies, and objectives in its existing general plan elements. Based on discussions with City staff, HPP will prepare a short stand-alone Environmental Justice element that will address principal topics relevant and of importance to the City of Placentia.

Task 3.3 Draft General Plan

Based on the updates from the GPULT and preparation of a new Environmental Justice Element in the previous tasks, HPP and Michael Baker International (MBI) will prepare a Draft General Plan, including exhibits for City Staff Review. Formatting of the General Plan will be done in WORD and consist of overall content organization; heading styles; document aesthetics including headers, footers, margin spacing, facetypes, text and image layout, table of contents, image captions, table styles, etc. The Draft will be presented to the GPAC, community, Historical Society, Traffic and Safety Commission and Planning Commission/City Council for review and comment.

Task 3.4 Final General Plan

Following the community workshops, study sessions and environmental review period, the HPP team will produce a Final PGPU for public hearing. The Final General Plan will address all community and study session comments. Changes made will be clearly articulated in the Staff Report such that community members understand that their comments have been received and integrated into the document, where feasible.

Task 3 Deliverables:

- Updated Draft General Plan Elements (City Deliverable)
- Draft General Plan (Pdf format)
- Final General Plan (Pdf format)
- Formatting of Final General Plan document

TASK 4 – ENVIRONMENTAL REVIEW

HPP will review the Draft Environmental Impact Report (EIR) and provide written comments for City Staff and the environmental subconsultant. Comments will be addressed prior to release of the EIR for public review.

Task 4 Deliverables:

- Memorandum providing comments on Draft EIR (Pdf format)

TASK 5 – PUBLIC HEARINGS

The HPP team has budgeted for attending up to 2 public hearings, including one hearing with the Planning Commission and one hearing with the City Council. HPP will be responsible for preparing the PowerPoint presentation, while the City will prepare the staff report, resolution/ordinances and conduct the presentations at the hearings. One member from each consultant group will be in attendance to respond to questions.

Task 5 Deliverables:

- Attendance and facilitation at up to 2 Public Hearings (1 with Planning Commission, 1 with City Council)
- Preparation of powerpoint presentation

**PLACENTIA GENERAL PLAN UPDATE
BUDGET (Length of project estimated
at 40 weeks)**

November 6, 2017

	Cost Per Task	Jennifer Hours	Jen Marked Up Rate	Shannon Hours	Shannon Marked Up Rate	Myank Hours	Mayank Marked Up Rate
PROJECT MANAGEMENT	\$15,000.00		110		100		85
HP Project Management - Bi-weekly Meetings							
<i>Dec Until Sept 2018- 20 meetings, 2 hrs per meeting per person</i>		40		12			
Weekly City Project Meeting (40 weeks until end of Aug)		40		6			
Staff & Consultant Coordination		40					
<i>managing internal staff and external consultants-1 hr weekly</i>							
ENVIRONMENTAL JUSTICE - NEW GP ELEMENT	\$2,750.00	25					
<i>Brief Env Justice Element; max of 6 pages</i>							
PUBLIC MEETINGS							
2-One Hour GPULT Meetings	\$1,100.00	10					
<i>Including prep and follow-up notes, but with staff input on ppt</i>							
3-One Hour GPAC Meetings	\$1,650.00	15					
<i>Including prep and follow-up notes, but with staff input on ppt</i>							
1 Historical Society Meeting	\$330.00	3					
1 Traffic Safety Commission Meeting	\$440.00	4					
<i>4 hours a meeting, including prep and ppt, follow-up</i>							
Community Meeting	\$1,600.00	10		5			
<i>Including ppt prep and follow-up notes, but with staff input on ppt</i>							
1 PC/CC Study Session	\$660.00	6					
<i>Including prep and follow-up notes, but with staff input on ppt</i>							
ENVIRONMENTAL REVIEW	\$2,640.00						
<i>Review of Draft EIR</i>		24					
1 PC Hearing	\$880.00						
<i>Powerpoint</i>		4		0			
<i>Attendance</i>		4					
1 CC Hearing	\$880.00						
<i>Powerpoint</i>		4					
<i>Attendance</i>		4					
MISC STAFF AND CONSULTANT MEETINGS	\$970.00						
<i>Kick off 9/5</i>		2		2			
<i>Meeting on Mobility 9/29</i>		1					
<i>Meeting on Environmental</i>		1					
<i>Meeting with MBI</i>		1					
<i>2 -One hour Misc Meetings</i>		2					
1 DRAFT GP DOCUMENT	\$4,900.00						
<i>Revise all Elements based on GPULT meetings and input</i>		40		5			
FINAL GP DOCUMENT	\$1,650.00						
<i>Revise all Elements based on GPULT meetings and input</i>		15					
FORMAT DOCUMENT	\$4,080.00					48	
Hours		295	110	30	100	48	85
			\$32,450.00		\$3,000.00		\$4,080.00
LABOR SUB TOTAL	\$39,530.00	\$39,530.00					
Direct Costs, if required	\$400.00	\$400.00					
TOTAL	\$39,930.00	\$39,930.00					

NOTE: ADDITIONAL DRAFTS OF GP DOC TBD amt based on actual hours needed

Not included: UPDATE MEMO TO CITY COUNCIL	\$330.00
Sept 18 Budget	28520
Nov 1 Budget	\$39,930.00
difference	\$11,410.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2017

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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007		FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com		
INSURED High Peaks Planning LLC 1130 NE 106th Avenue Portland OR 97220	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hiscox Insurance Company Inc		10200
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

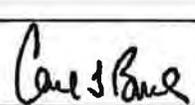
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			UDC-1922493-CGL-17	03/03/2017	03/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. 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 DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**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 

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GET THE RIGHT INSURANCE, RIGHT NOW

Your Insurance documents

Enclosed you will find the policy documents that make up your insurance contract with us.

Please read through all of these documents. If you have any questions or need to update any of your information please call us at 888-202-3007 (Mon-Fri, 8am-10pm EST).

Your insurance documents

Declarations Page

This contains specific policy information, such as the limits and deductibles you have selected.

Policy Wording

This details the terms and conditions of your coverage, subject to policy endorsements.

Endorsements

These documents modify the Policy Wording or Declarations Page. These include relevant terms and conditions as required by your state and are part of your policy.

Notices

These documents provide information that may affect your coverage such as optional terrorism coverage (if purchased) and other important items required by your state.

Application Summary

This is a summary of the information that you provided to us as part of your application. Please review this document and let us know if any of the information is incorrect.

Reporting a claim

Please inform us immediately if you have a claim or loss to report. Please have your policy number available so we can handle your call quickly.

Email: reportclaim@hiscox.com

Phone: 866-424-8508

Mail: Attn: Direct Claims
Hiscox
520 Madison Avenue - 32nd Floor
New York, NY, 10022



GET THE RIGHT INSURANCE, RIGHT NOW

Endorsements



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 1
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations or leasing a premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

A person's or organization's status as an additional insured under this endorsement ends when your operations or lease agreement for that additional insured are completed.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 2
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RIGHT AND DUTY TO SELECT DEFENSE COUNSEL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In regard to any covered "suit" seeking damages under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, our right and duty to defend shall include the right to select defense counsel.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 3
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. **Exclusions** under **Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** and **COVERAGE C – MEDICAL PAYMENTS** is amended to include the following exclusion:

Personal Information

"Bodily injury", "property damage" or "personal and advertising injury" caused by the insured's failure to protect any non-public, personally identifiable information in the insured's care, custody or control.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 4
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION PROVISION (14 DAY FULL REFUND)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All Coverage Parts included in this policy are subject to the following condition:

Notwithstanding anything in the "**COMMON POLICY CONDITIONS**" or any other cancellation provision to the contrary, if the first Named Insured cancels within 14 days of the inception of the policy period shown in the Declarations without there having been: (i) an "occurrence" that caused "bodily injury" or "property damage"; (ii) an offense arising out of your business that caused a "personal and advertising injury"; or (iii) an accident that caused "bodily injury"; then we shall return in full any premium amount actually paid to us. In such event, the effective date of cancellation shall be deemed to be the inception date of the policy period shown in the Declarations.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 5
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Where To Send Notice

Phone: 866-424-8508
Email: reportclaim@hiscox.com
Mail: Hiscox
520 Madison Avenue-32nd Floor
Attn: Direct Claims
New York, NY, 10022

Subparagraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit in Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

Any notification required by this policy shall be provided to us at the address listed in the above **SCHEDULE**.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 6
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In **Section V – DEFINITIONS**, Definition 5.
“Employee” is deleted and replaced with the
following:

5. “Employee” includes a “leased worker” and a
“temporary worker”.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 7
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. Exclusions under Section I – **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended to include the following exclusion:

Professional Services

“Bodily injury”, “property damage” or “personal and advertising injury” caused by the rendering or failure to render any professional service.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering or failure to render any professional service.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 8
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 9
Endorsement Effective: March 03, 2017

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 10
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Table with 2 columns: Loss Of Electronic Data Limit: \$ 25,000. Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Exclusion 2.p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

B. The following paragraph is added to Section III – Limits Of Insurance:

Subject to 5. above, the Loss of Electronic Data Limit shown in the Schedule above is the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

C. The following definition is added to the Definitions Section:

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

D. For the purposes of the coverage provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

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

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



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 11
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTERCOMPANY PRODUCTS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any claim for damages by any Named Insured against another Named Insured because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard."



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 12
Endorsement Effective: March 03, 2017

RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion q. of Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

B. Exclusion p. of Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 13
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE TO PRIMARY RESIDENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to a premises that is an insured's primary residence:

- A.** The last paragraph ("Exclusions c. through n. do not apply . . .") of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.
- B.** The first exception ("Paragraphs (1), (3) and (4) of this exclusion do not apply . . .") to Exclusion J., **Damage To Property** of Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.
- C.** Paragraph 6. of **Section III – Limits Of Insurance** is deleted.
- D.** Any reference in the Declarations to "Damage To Premises Rented To You" is deleted.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 14
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:**
- 2. If this policy has been in effect for:**
- a. Fewer than 60 days and is not a renewal policy, we may cancel for any reason.**
 - b. 60 days or more or is a renewal policy, we may cancel only for one or more of the following reasons:**
 - (1) Nonpayment of premium;**
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;**
 - (3) Substantial increase in the risk of loss after insurance coverage has been issued or renewed, including but not limited to an increase in exposure due to rules, legislation or court decision;**
 - (4) Failure to comply with reasonable loss control recommendations;**
 - (5) Substantial breach of contractual duties, conditions or warranties;**
 - (6) Determination by the commissioner that the continuation of a line of insurance or class of business to which the policy belongs will jeopardize our solvency or will place us in violation of the insurance laws of Oregon or any other state; or**
 - (7) Loss or decrease in reinsurance covering the risk.**
 - c. 60 days or more or is a renewal policy, we may cancel for any other reason approved by the commissioner by rule, but only with respect to insurance provided under the following:**
 - (1) A package policy that includes commercial property and commercial liability insurance;**
 - (2) Commercial Automobile Coverage Part;**
 - (3) Commercial General Liability Coverage Part;**
 - (4) Commercial Property Coverage Part – Legal Liability Coverage Form;**
 - (5) Commercial Property Coverage Part – Mortgageholders Errors And Omissions Coverage Form;**
 - (6) Employment-related Practices Liability Coverage Part;**
 - (7) Farm Coverage Part – Farm Liability Coverage Form;**
 - (8) Liquor Liability Coverage Part;**
 - (9) Products/Completed Operations Liability Coverage Part; or**
 - (10) Medical Professional Liability Coverage Part.**

B. Paragraph 3. of the Cancellation Common Policy Condition is amended by the addition of the following:

3. We will mail or deliver to the first Named Insured written notice of cancellation, stating the reason for cancellation.

C. The following is added to the Cancellation Common Policy Condition:

7. Number Of Days' Notice Of Cancellation:

a. With respect to insurance provided under 2.c.(1) through (10) above, cancellation will not be effective until at least 10 working days after the first Named Insured receives our notice.

b. With respect to insurance other than that provided under 2.c.(1) through (10) above, cancellation will not be effective until at least:

(1) 10 days after the first Named Insured receives our notice, if we cancel for nonpayment of premium; or

(2) 30 days after the first Named Insured receives our notice, if we cancel for any other reason.

D. Paragraph 6. of the Cancellation Common Policy Condition does not apply.

E. The following are added and supersede any provision to the contrary:

1. Nonrenewal

We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal before the:

a. Expiration date of the policy; or

b. Anniversary date of the policy if the policy is written for a term of more than one year or without a fixed expiration date.

However, if this policy is issued for a term of more than one year and for additional consideration the premium is guaranteed, we may not refuse to renew the policy at its anniversary date.

Nonrenewal will not be effective until at least 45 days after the first Named Insured receives our notice.

2. Mailing Of Notices

a. If notice of cancellation or nonrenewal is mailed, a post office certificate of mailing will be conclusive proof that the first Named Insured received the notice on the third calendar day after the date of the certificate of mailing.

b. The following provision applies with respect to coverage provided under the Farm Coverage Part:

If the first Named Insured has affirmatively consented to our use of an electronic record to deliver notice of cancellation or nonrenewal and has not withdrawn such consent, then the electronic record delivering notice of cancellation or nonrenewal satisfies the requirement that the notice of cancellation or nonrenewal be provided, or made available, to the first Named Insured in writing if we send the first Named Insured the electronic record with a request for a return receipt and we receive the return receipt. If we do not receive the return receipt, we may cancel or nonrenew the policy only after providing or delivering the notice of cancellation or nonrenewal to the first Named Insured in writing, subject to Paragraph 2.a. above.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 15
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OREGON CHANGES – DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The term "spouse" is replaced by the following:
Spouse or individual who is in a domestic partnership recognized under Oregon law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
"Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Oregon law, who is a resident of your household, including a ward or foster child.



Hiscox Insurance Company Inc.

Policy Number: UDC-1922493-CGL-17
Named Insured: High Peaks Planning LLC
Endorsement Number: 16
Endorsement Effective: March 03, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. 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 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.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Shannon Wages

2 Business name/disregarded entity name, if different from above
High Peaks Planning, LLC

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) ▶ _____
 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 established outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1130 NE 106th Avenue

6 City, state, and ZIP code
Portland OR 97220

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 in 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									
8	1	-	2	8	0	8	6	8	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Shannon Wages*

Date ▶ *3/7/17*

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/w9.

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.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
KOA CORPORATION**

THIS AGREEMENT is made and entered into this 5th day of December, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and KOA CORPORATION, a California Corporation "Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to Professional consulting services to provide traffic impact analysis for the City's General Plan Mobility Element Update, 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 forty two thousand six hundred sixty dollars (\$42,660.00).

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 Development Services Director 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 12 months, ending on December 5, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The City Administrator is authorized in his discretion to extend the term as needed.

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:

KOA CORPORATION
2141 West Orangewood Avenue
Suite A
Orange, CA 92868

Tel: (714) 573-0317
Email: mzhou@koacorp.com
Attn: Min Zhou, P.E. Vice
President

IF TO CITY:

City of Placentia
401 E. Chapman Avenue

Placentia, CA 92870
Tel: (714) 993-8124
Email: jlambert@placentia.org
Attn: Joe Lambert

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:

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

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian Bettenhausen
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Joseph Lambert
Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Joseph Lambert
Director of Development Services

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

October 23, 2017

Luis Estevez | Director of Public Works
City of Placentia
401 E. Chapman Ave. Placentia, CA 92870
(714) 993-8120 | (714) 528-4640 | lestevez@placentia.org

Subject: Proposal for General Plan Mobility Element Traffic Study for the City of Placentia

Dear Mr. Estevez:

KOA Corporation (KOA) is well-qualified, fully prepared, and eager to provide you with the required services.

KOA prepared the General Plan traffic study for the City of Placentia back in 2014. To support the City's current General Plan update effort, KOA is requested to provide a proposal to update the General Plan Mobility Element Traffic Study report.

KOA has earned a reputation for high quality work, fulfillment of deadlines, and reasonable costs. While we have five offices in Southern California, our Orange office will manage this project. The firm has coverage in the following areas: Professional Liability (\$2 million), Automobile Liability (\$1 million) and General Liability (\$5 million). Our Worker's Compensation coverage meets the insurance requirements of California State law. We have successfully completed similar projects for numerous public agencies and private parties. References for specific related projects will be provided upon request.

You may authorize this project by endorsing the proposal on the final page and returning a copy of the proposal to our office by mail or fax. We look forward to working with you on this important project. This proposal is valid for 120 days.

Sincerely,

Min Zhou
Vice President

Sincerely,



Min Zhou, P.E.
Vice President

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PROJECT UNDERSTANDING

KOA prepared and submitted the General Plan Traffic Study report back in June 2014. The City has recently reinitiated the General Plan update effort and needs technical support for the mobility element. Based on our kickoff meeting on September 19, the following new update information needs to be incorporated into the mobility element traffic study report:

1. New traffic count data for both intersections and roadway segments.
2. New TOD along Crowther Avenue and the new Metrolink Station
3. New data included in the new OCTA traffic analysis model, OCTAM 4.0
4. The implemented OC bridge grade separation project.
5. The complete streets components including transit, bicycle, and pedestrian
6. MPAH designation amendment for a few roadways including Crowther Avenue and Gold Avenue
7. Old Town rezoning along with other 17 areas land use changes

APPROACH/WORK PLAN

Task 1 – Data Collection and Field Review

After our initial meeting with the City on September 19, KOA has evaluated the available intersection turning movement count data and ADT count data provided by the City. It is our understanding that the City will engage a count company to collect peak-hour intersection turning movement counts for 36 intersections. KOA will check the data to ensure the traffic flow reasonableness.

Since the roadway configurations have changed since our study conducted in 2014, KOA will conduct a thorough field review to inventory roadway geometries, review the locations and intersections in the field, and observe the existing traffic operations. We will examine not only the City's roadway system for passenger cars and trucks, but also the existing transit system and non-motorized system, including pedestrian and bicycle facilities.

Task 2 – Existing and Background Analysis

KOA will re-conduct existing condition analysis which includes the following six subtasks:

- Current traffic conditions.
 - Identify and define current circulation conditions.
 - Calculate AM/PM peak hour levels of service (LOS) at all 43 key intersections and 75 roadway segments.
 - Document existing traffic conditions and deficiencies based on the traffic study guidelines.
- Transit service.
 - KOA will map and document existing transit services within and near the City, including bus routes and park-and-ride facilities.
- Non-motorized transportation system.
 - Current bicycle element.
 - KOA will map and document existing bike paths, lanes and routes within and near the City.
 - Current pedestrian element.

- The pedestrian component was not addressed in the current General Plan document. KOA will document the typical sidewalk and pedestrian crossings in the City, as well as the pedestrian enhancement methods the City has taken.
- Thorough our field work of all the study intersections and roadway segments, if any apparent safety issues with sidewalk and pedestrian crossings were observed, KOA will document them and recommend improvements.
- Rail transportation.
 - The Burlington Northern Santa Fe Railway (BNSF) operates a freight rail line along the Orangethorpe Corridor to connect the Port of Los Angeles with the Inland Empire and Midwest United States.
 - Newly constructed Metrolink Station in Placentia
- Other relevant plans and programs.
 - KOA will describe relevant plans and programs at the County, regional, and State level, along with their relationships to the City's General Plan. KOA will identify consistency requirements and areas of potential conflict, inconsistency, or incompatibility.

The existing condition chapter of the traffic study will use the Orange County Congestion Management Program (CMP) and the City's traffic study guidelines to establish assessment criteria for long-range impacts of the projected growth in the City's planning area. Both ICU and HCM methodologies will be used for the analysis. The City's current General Plan defines LOS D as an acceptable level of service, while Orange County defines LOS E as acceptable for the CMP intersections.

Task 3 – Traffic Volume Forecast and Modeling

In order to evaluate the City's roadway system for possible modification or street reclassification, reasonable traffic volume forecasts are critical. KOA will use the most current version of the Orange County Transportation Authority's (OCTA) traffic analysis model (OCTAM) to conduct the travel forecasts. We have recently contacted OCTA modeling staff and understand that they have just issued OCTAM Version 4.0 in TransCAD platform. OCTAM 4.0 includes the Orange County Projections (OCP) 2012 Employment, Housing and Population. Placentia OCP 2012 data has been incorporated into the model by transportation analysis zones (TAZ). With this General Plan update effort, the model represents the General Plan Baseline Conditions.

KOA will conduct post-processing of the model data to obtain a set of peak-hour volumes suitable for operational analysis based on the algorithm obtained from NCHRP-255. The post-processing will also consider mode-share such as transit, pedestrian, and bicycle increases in the next 25 years.

Task 4 – General Plan Baseline Traffic Condition Analysis

KOA will forecast future transportation conditions in the City, analyze future development anticipated in the Land Use Element, review circulation elements for adjoining jurisdictions, and assess future transportation needs.

KOA will calculate AM/PM peak-hour LOS for intersections and roadway segments for the general plan baseline condition.

Task 5 – Proposed General Plan Traffic Condition Analysis

The trips generated by the proposed general plan land use changes (17 areas) will be calculated based on the ITE trip generation manual. The trips will be added onto the General Plan baseline conditions. KOA will calculate AM/PM peak-hour LOS for intersections and roadway segments for the proposed general plan baseline condition. KOA will also revise future traffic circulation deficiencies and transportation needs as may be necessary for the proposed General Plan conditions.

KOA will document the planned transit and non-motorized transportation projects by OCTA and other agencies within the City. KOA will also document the Neighborhood Traffic Management Program, Transportation Demand Management and Growth Management Plan if the City is currently developing or plans to develop.

Task 6 - Assist with the General Plan Document and CEQA Analysis

KOA will assist with various aspects of the General Plan document and CEQA analysis as described hereafter.

KOA will review the current General Plan Circulation Element goals, policies, and programs and provide suggestions for revisions of policies and implementation measures to guide future City Council decision making, as well as to direct future City staff and work program-level actions for achieving outcomes consistent with the Circulation Element. The mobility element of the General Plan should strive to address the following objectives:

- Build upon capacities established in the existing roadway network.
- Upgrade transportation services in the area in a financially feasible manner.
- Maximize the use of existing and potential non-vehicular transportation systems.
- Provide maximum accessibility to support the land use plan with the least impact on existing neighborhoods.

KOA will document the regulatory framework for complete streets policy.

Task 7 - Complete the Mobility Element Traffic Study Report

The final traffic study report will include the following sections:

- I. Executive Summary
- II. Introduction and Analysis Methodology
- III. Land Use and Socio-Economic Data
- IV. General Plan Baseline Conditions
- V. Proposed General Plan Conditions
- VI. Circulation Element Recommendations
- VII. Other Components of Mobility Element
- VIII. Conclusion

Task 8 - Meetings

KOA will attend meetings throughout the General Plan update process, including:

- Kick-off meeting (1).
- Progress and/or public meetings (up to 4).

Task 9 - General Plan Mobility Element Chapter Document Support

KOA will provide assistance in making edits or updates to the current draft mobility element chapter of the General Plan.

PROPOSED PROJECT SCHEDULE

The study will initially be submitted approximately three months following authorization, assuming we will receive land-use data and traffic count data on time. Revisions of the final report are normally completed within 1 month following receipt of comments.

PROPOSED PROJECT BUDGET

		PIC	PM	Senior Planner/ Engineer	Assistant Planner/ Engineer	Technician Admin				
Task #	Description	\$190	\$150	\$150	\$100	\$80	Hours	Hour Cost	Direct Cost	Total
1	Data Collection and Field Review	0	2	2	8	2	14	\$1,560		\$1,560
2	Existing and Background Condition Analysis	2	4	2	16	8	32	\$3,520		\$3,520
3	Future Volume Forecast and Modeling	2	2	16	16	0	36	\$4,680		\$4,680
4	General Plan Baseline Traffic Condition Analysis	2	16	8	16	4	46	\$5,900		\$5,900
5	Proposed General Plan Buildout Traffic Condition Analysis	4	8	16	16	8	52	\$6,600		\$6,600
6	Assist with General Plan Document and CEQA Analysis	2	4	2	8	0	16	\$2,080		\$2,080
7	Complete the Technical Traffic Study Report	4	24	20	24	8	80	\$10,400		\$10,400
8	Meetings (up to 5)	4	16		8	8	36	\$4,600	\$200	\$4,800
9	GP Mobility Element Document Support	8			14		22	\$2,920	\$200	\$3,120
TOTAL		28	76	66	126	38	334			
		\$5,320	\$11,400	\$9,900	\$12,600	\$3,040		\$42,260	\$400	\$42,660

Invoices would be submitted monthly based upon project progress (percentage). Accounts are past due after 30 days. A finance charge of 1.5% per month after invoice date may be assessed on accounts more than 60 days past due. In any lawsuit brought to enforce the terms of this contract, the prevailing party shall be entitled to their reasonable attorney fees.

PERSONNEL ASSIGNED

Ms. Min Zhou, P.E., will be the Principal-in-Charge for this project. Ms. Zhou will perform Quality Assurance, and sign the report. The role of project manager will be assigned to Ms. Mengzhao Hu, (Senior Transportation Planner) who will be the day-to-day contact person.

EXCLUSIONS

These exclusions describe the situations that most frequently result in the need for extra work and additional compensation.

- The proposed scope of work and fee includes five public hearing or meeting attendance. Attendance at additional meetings will be billed at a \$800 flat fee for night meetings.

- If the project description or size should change after the project is initiated, or if traffic studies are required at additional locations, it may be necessary to revise the study extensively, and renegotiate the proposed budget.
- Once the study is underway any earned fees due to KOA Corporation will be fully payable.
- The proposed scope of services and fee does not include study of traffic conditions at any location except at site driveways or as specifically outlined in the scope of services.
- A complete traffic assessment will be provided within the scope of services meeting the approval of the City.
- KOA reserves the right to request extra work fees if the Agency comments exceed the original scope of services and/or what is reasonable. Unreasonable comments, include (but not limited to) any traffic data collection, analysis, or surveys at any locations except as specified in our proposal, added meetings, excessive surveys and qualifications of said surveys, gratuitous delays in processing study or report, and unwillingness to work with Client and/or Consultant in reaching a consensus of comments.
- If the traffic study is approved for public circulation by the City Staff, and subsequent legal actions result in challenges in the study or further revisions, all KOA costs to address said legal challenges shall be considered extra work and additional compensation will be requested.
- KOA shall not be held financially responsible for costs of legal delays that relate to our work, except in the case of sole and gross negligence on our part.
- The scope of work does not include developing a citywide bike master plan or pedestrian plan
- The scope of work does not include developing a citywide neighborhood traffic management program

CONCLUSION

KOA looks forward to working with you on this important project. If you wish to discuss this proposal further, you may contact me at my office. If you wish to expedite authorization of the project, you may sign a copy of the proposal on the approved line and return to our office at my attention. This proposal is valid for 120 days.

AUTHORIZATION

If convenient, you may fill out and sign a copy of this authorization proposal on the indicated line and return it with a copy of the proposal complete to our office.

We have carefully reviewed the proposal dated October 25, 2017 by KOA Corporation. We do hereby authorize KOA Corporation to commence work as indicated within the terms and conditions of this proposal.

Signature

Date

Print or Type Name & Title

Address (if different than letter addressee)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2017

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 Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 Lic #0020739	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): 626-844-3070 E-MAIL ADDRESS: mswaney@dealeyrenton.com FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE	
INSURED KOACORPOR KOA Corporation 1100 Corporate Center Dr #201 Monterey Park, CA 91754 323-260-4703	INSURER A: Travelers Property Casualty Co of A INSURER B: American Automobile Ins. Co. INSURER C: XL Specialty Insurance Co. INSURER D: INSURER E: INSURER F:	NAIC # 25674 21849 37885

COVERAGES

CERTIFICATE NUMBER: 1730454399

REVISION NUMBER:

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

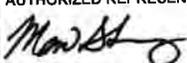
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6808H966428	3/13/2017	3/13/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPI/OP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA2A439568	3/13/2017	3/13/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	6808H966428	3/13/2017	3/13/2018	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WZP81042082	9/19/2017	9/19/2018	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Professional Liability			DPR9911888	3/13/2017	3/13/2018	\$2,000,000	Per Claim Annual Aggregate

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

AM Best's Rating on all policies above: A/XII or greater. Umbrella Policy is follow-form to underlying Policies: GL/Auto Liability/Employers Liability.
 RE: KOA #JB73145, PSA General Plan Traffic Study -- The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insured as respects general & auto liability for claims arising from the operations of the named insured as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

CANCELLATION 30 day Notice

City of Placentia, PW Dept. 401 E Chapman Ave Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

<p>Named Insured: KOA Corporation</p> <p>Endorsement Effective Date: 3/13/2017</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s): The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers -- RE: KOA #JB73145, PSA General Plan Traffic Study</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SCHEDULED ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSONS OR ORGANIZATIONS:

City of Placentia, PW Dept.
401 E Chapman Ave
Placentia CA 92870

PROJECT/LOCATION OF COVERED OPERATIONS:

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers -- RE: KOA #JB73145, PSA General Plan Traffic Study

PROVISIONS

1. The following is added to SECTION II - WHO IS AN INSURED:

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

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

- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III - Limits Of Insurance.
- g. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured ap-

COMMERCIAL GENERAL LIABILITY

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with the other insurance, provided that:

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

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

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract with the person or organizations shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: KOA Corporation

Policy Number WZP81042082

Producer: Dealey, Renton & Associates

Effective Date 9/19/2017

Schedule

Person or Organization

City of Placentia, PW Dept.
401 E Chapman Ave
Placentia CA 92870

Job Description

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers -- RE: KOA #JB73145, PSA General Plan Traffic Study

Additional Premium %

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

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

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – PRIMARY AND
NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "Insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KOA Corporation	
	2 Business name/disregarded entity name, if different from above KOA Corporation	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____	
	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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 1100 Corporate Center Drive, # 300	
	6 City, state, and ZIP code Monterey Park, CA 91754	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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												
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or												
Employer identification number												
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9	5	-	4	5	1	5	9	0	8			

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 ▶ 5/5/16
------------------	----------------------------	----------------------

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/fw9.

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 1088 (home mortgage interest), 1088-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.