



Regular Meeting Agenda

December 19, 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

Phone: (714) 993-8117
Fax: (714) 961-0283
Email:
administration@placentia.org
Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
December 19, 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: Malone, et al vs. City of Placentia; Case No. 8:16-cv-1420

3. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01; and
380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Fine Hospitality Group
Under Negotiations: Price and Terms of the Payment

4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue APN: 339-402-05; 07; 08; 11
City Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Legacy Partners Residential, LLC
Under Negotiations: Price and Terms of Payment

CITY COUNCIL/SUCCESSOR AGENCY:

5. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 312 S. Melrose Street APN: 339-393-10
City/Agency Negotiator: Damien R. Arrula, City Administrator/Executive Director
Negotiating Parties: City and Successor Agency to former Redevelopment Agency
Under Negotiation: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
December 19, 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: Boy Scout Troop No. 723

PRESENTATION:

- a. **Recognition of retirement of Maria Elena Maurer and her 21 years of service to the City**
Recipient: Maria Elena Maurer
Presenters: Mayor Green and City Administrator Arrula

- b. **Recognition of Dan Chaney, Scoutmaster of Boy Scout Troop #723**
Recipient: Dan Chaney
Presenters: Mayor Green and City Administrator Arrula

REORGANIZATION OF THE CITY COUNCIL

- a. City Clerk calls for the selection of Mayor of the City of Placentia
- b. Mayor calls for the selection of Mayor Pro Tem of the City of Placentia

RECOGNITION OF 2017 MAYOR CRAIG S. GREEN

- a. Congressman Ed Royce's Office
Presenter: Alison Martin, District Representative
- b. Senator Josh Newman's Office
Presenter: Senator Newman
- c. Assembly Member Chen's Office
Presenter: Linette Choi
- d. Supervisor Shawn Nelson's Office
Presenter: Steve Spernak, Policy Advisor
- e. City of Placentia
Presenter: Mayor and City Administrator Arrula

COMMENTS

**RECESS FOR RECEPTION RECOGNIZING MAYOR,
OUTGOING COUNCILMEMBERS, CITY TREASURER AND
CITY COUNCIL REORGANIZATION**

(Recess will be approximately 15-20 minutes)

CALL TO ORDER:

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.k.):

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 19, 2017
Check Register**

Fiscal Impact: \$1,436,017.43

Electronic Disbursement Register

Fiscal Impact: \$348,093.39

Recommended Action: It is recommended that the City Council:

1) Receive and file

**1.c. Award of Construction Contract to G2 Construction, Inc. for the OCTA M2
Environmental Cleanup Program Tier 1 Grant Project Phase 4**

Fiscal Impact: Expense: \$200,000 for Construction Services

Revenue: \$160,000 M2 Grant Funds

\$ 38,000 Refuse Fund Unallocated Balance

Budgeted: \$ 2,000 General Fund

Recommended Action: It is recommended that the City Council:

- 1) Approve the specifications prepared by G2 Construction, Inc., dated May 12, 2017, for the Catch Basin Screen Insert Project; and
- 2) Accept the proposal submitted by G2 Construction, Inc. in the amount of \$200,000, and award a Public Works Agreement for OCTA M2 Environmental Cleanup Program Tier 1 – Phase 4, Catch Basin Screen Insert Project to G2 Construction, Inc.; and
- 3) Adopt Resolution No R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and

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

1.d. **Agreement with the City of Fullerton for the Chapman/Placentia Avenue Intersection Pavement Rehabilitation Project**

Fiscal Impact: Expense: \$40,000
Revenue: \$40,000 Measure M2

No general fund dollars will be utilized on this project

Recommended Action: It is recommended that the City Council:

- 1) Approve the Letter Cooperative Agreement with the City of Fullerton for the Placentia/Chapman Avenues Intersection Pavement Rehabilitation Project; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.e. **Measure M (M2) Expenditure Report for Fiscal Year 2016-17**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2017.

1.f. **Second 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) Waive full reading, by title only, and adopt Ordinance 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; and
- 2) 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.

1.g. **Amendment No. 3 to Professional Services Agreement with Irwin Bornstein**

Fiscal Impact: Expense: Not-to-exceed \$65,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 3 to Professional Services Agreement with Irwin Bornstein for an additional not-to-exceed amount of \$65,000 and an extended contract end date of December 31, 2018; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.h. **Professional Services Agreement with M Jack Brooks, JD for Financial Software Conversion Services**

Fiscal Impact: Expense: Not-to-exceed \$65,000

\$55,000 Finance Administration Budget

\$10,000 Information Technology Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Professional Services Agreement with M Jack Brooks, JD for a total not-to-exceed amount of \$65,000; and

2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.i. **Appointment of representatives to the Public Agency Risk Sharing Authority of California Board of Directors**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, appointing representatives to the Public Agency Risk Sharing Authority of California Board of Directors.

1.j. **Actuarial Consulting Services for GASB Statements No. 68 and 75**

Fiscal Impact: Expense: \$59,350 (Six-Year Total Cost)
Offsetting Revenue: None
Budgeted (FY 17-18): \$15,500 Finance Professional Services
Balance to be budgeted in FY 2018-19 to FY 2022-23

Recommended Action: It is recommended that the City Council:

1) Approve a Professional Services Agreement with Bartel Associates, LLC, to provide actuarial consulting services to address GASB Statements No. 68 and 75 for the six-year FY 2017-18 through FY 2022-23 for an amount not to exceed \$59,350.

1.k. **First Quarter Fiscal Year 2017-18 Financial Update**

Fiscal Impact: None

Recommended Action:

1) Receive and file the Financial Quarterly Update for Period Ending September 30, 2017.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **iPlacentia Mobile App Demo**

3.b. **First Quarter Fiscal Year 2017-18 Treasurer's Report**

Fiscal Impact: None

Recommended Action: it is recommended that the City Council:

1) Receive and file the first quarter Fiscal Year 2017-18 Treasurer's Report.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, January 16, 2018 at 5:00 p.m.

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the December 19, 2017 meetings of the City Council, Housing Successor Agency, and Industrial Commercial Development Authority was posted on December 14, 2017.

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

City of Placentia
Check Register
For 12/19/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
------	----------------	-------------	---------------------	----------	--------	----------	------	---------	------------

Grand Total: 1,436,017.43

Check Totals by ID

AP	1,436,017.43
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	589,592.63
208-Scssr Agency Ret Oblg (0054)	16,655.20
211-PEG Fund (0058)	5,386.50
225-Asset Seizure (0021)	32,987.58
228-NOC-Public Safety Grant(0061)	30.46
265-Landscape Maintenance (0029)	71,705.38
275-Sewer Maintenance (0048)	7,160.61
401-City Capital Projects (0033)	103,205.49
501-Refuse Administration (0037)	443,178.44
601-Employee Health & Wlfre (0039)	161,002.32
605-Risk Management (0040)	1,139.32
701-Special Deposits (0044)	3,973.50

Void Total: 0.00
Check Total: 1,436,017.43

Check Total: 1,436,017.43

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

User: Teri Knutson

Report: AP1400M <3.00>: AP: Warrant List - Machine

12/14/2017 :Date

:Time

1.b.
December 19, 2017

City of Placentia
Check Register
For 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALBERT GROVER & V007111	JULY TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	AP113017	6,300.00	17430-IN	P11184	00096198	11/30/2017
MW OH	ALBERT GROVER & V007111	JULY TRAFFIC ENGINEERING SVS	333552-6185 / 68008-6185 Construction Services	AP113017	1,260.00	17430-IN	P11184	00096198	11/30/2017
MW OH	ALBERT GROVER & V007111	JULY TRAFFIC ENGINEERING SVS	333552-6185 / 61056-6185 Construction Services	AP113017	140.00	17430-IN	P11184	00096198	11/30/2017
MW OH	ALBERT GROVER & V007111	AUG TRAFFIC ENGINEERING SVS	333552-6185 / 61056-6185 Construction Services	AP113017	420.00	17494-IN	P11184	00096198	11/30/2017
MW OH	ALBERT GROVER & V007111	AUG TRAFFIC ENGINEERING SVS	0044-2048 / 45060-2048 Engineering Plan Check Deposit	AP113017	840.00	17494-IN	P11184	00096198	11/30/2017
MW OH	ALBERT GROVER & V007111	AUG TRAFFIC ENGINEERING SVS	333552-6185 / 68008-6185 Construction Services	AP113017	700.00	17494-IN	P11184	00096198	11/30/2017
MW OH	ALBERT GROVER & V007111	AUG TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	AP113017	4,200.00	17494-IN	P11184	00096198	11/30/2017
MW OH	ALBERT GROVER & V007111	SEPT TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	AP113017	7,140.00	17544-IN	P11184	00096198	11/30/2017
MW OH	ALBERT GROVER & V007111	SEPT TRAFFIC ENGINEERING SVS	0044-2048 / 45060-2048 Engineering Plan Check Deposit	AP113017	280.00	17544-IN	P11184	00096198	11/30/2017
MW OH	ALBERT GROVER & V007111	SEPT TRAFFIC ENGINEERING SVS	333552-6185 / 68008-6185 Construction Services	AP113017	840.00	17544-IN	P11184	00096198	11/30/2017
Check Total:					22,120.00				
MW OH	ALL CITY MANAGEMENT V000005	10/22-11/4 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP113017	3,157.00	51354	P11103	00096199	11/30/2017
Check Total:					3,157.00				
MW OH	AT & T V008736	11/14-12/14 IRRIGATION MODEM	296561-6215 Telephone	AP113017	130.00	NOV LMD 17		00096200	11/30/2017
Check Total:					130.00				
MW OH	B & M LAWN & GARDEN V000127	SPARK PLUG	103658-6301 Special Department Supplies	AP113017	16.72	358008		00096201	11/30/2017
MW OH	B & M LAWN & GARDEN	PISTON RJNG	103658-6301	AP113017	3.22	358484		00096201	11/30/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000127		Special Department Supplies					
MW OH	B & M LAWN & GARDEN V000127	PISTON RING	103658-6301 Special Department Supplies	AP113017	3.22 358513		00096201	11/30/2017
MW OH	B & M LAWN & GARDEN V000127	SELENOID	103658-6301 Special Department Supplies	AP113017	34.45 358596		00096201	11/30/2017
MW OH	B & M LAWN & GARDEN V000127	CARBURETOR	103658-6301 Special Department Supplies	AP113017	60.95 359723		00096201	11/30/2017
MW OH	B & M LAWN & GARDEN V000127	VEHICLE PARTS	103658-6301 Special Department Supplies	AP113017	107.10 360857		00096201	11/30/2017
MW OH	B & M LAWN & GARDEN V000127	HEDGE TRIMMERS	103658-6301 Special Department Supplies	AP113017	1,904.98 364992		00096201	11/30/2017
				Check Total:	2,130.64			
MW OH	BIGGS CARDOSA V010461	NOV ENGINEERING SVS	333552-6185 / 61116-6185 Construction Services	AP113017	3,536.14 72727	P11141	00096202	11/30/2017
				Check Total:	3,536.14			
MW OH	CALIFORNIA FORENSIC V000232	OCT BLOOD DRAWS	103040-6055 Medical Services	AP113017	1,284.00 10.31.17	P11117	00096203	11/30/2017
				Check Total:	1,284.00			
MW OH	CALIFORNIA POLICE CHIEFSPD TRAINING - KRIZO V000196		103040-6250 Staff Training	AP113017	525.00 9457		00096204	11/30/2017
				Check Total:	525.00			
MW OH	CALIFORNIA PUBLIC V006234	DEC MEDICAL INSURANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	AP113017	145,876.67 10000001512453		00096205	11/30/2017
MW OH	CALIFORNIA PUBLIC V006234	DEC MEDICAL INSURANCE PREMIUM	95083-5161 Health Insurance Premiums	AP113017	12,928.00 10000001512453		00096205	11/30/2017
				Check Total:	158,804.67			
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP113017	306.43 71640099		00096206	11/30/2017
				Check Total:	306.43			

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI CLEANER	103652-6301 Special Department Supplies	AP113017	95.63	29503		00096207	11/30/2017
Check Total:					95.63				
MW OH	CIVIL SOURCE INC V010462	JUNE CONST MGMT & INSPECTION	333552-6185 / 61033-6185 Construction Services	AP113017	27,411.00	68536	P11143	00096208	11/30/2017
MW OH	CIVIL SOURCE INC V010462	AUG CONST MGMT & INSPECTION	333552-6185 / 61033-6185 Construction Services	AP113017	28,389.50	72063	P11143	00096208	11/30/2017
MW OH	CIVIL SOURCE INC V010462	SEPT CONST MGMT & INSPECTION	333552-6185 / 61033-6185 Construction Services	AP113017	17,262.50	74930	P11143	00096208	11/30/2017
Check Total:					73,063.00				
MW OH	COMMERCIAL AQUATIC V005203	OCT WHITTEN POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP113017	39.10	I17-5957		00096209	11/30/2017
MW OH	COMMERCIAL AQUATIC V005203	OCT GOMEZ POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP113017	27.57	I17-5958		00096209	11/30/2017
Check Total:					66.67				
MW OH	DFS FLOORING INC V000099	NOV CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP113017	665.00	305857-24		00096210	11/30/2017
Check Total:					665.00				
MW OH	DIAMOND ENVIRONMENTAL V004152	HERITAGE RESTROOM RENTAL	104076-6299 / 79392-6299 Other Purchased Services	AP113017	2,985.58	0001220267	P11181	00096211	11/30/2017
Check Total:					2,985.58				
MW OH	DRABEK, GARY V004197	OCT RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP113017	200.00	110817		00096212	11/30/2017
Check Total:					200.00				
MW OH	ENTERPRISE FLEET V003312	NOV PD VEHICLE LEASE FEES	103042-6165 / 50070-6165 Vehicle Rental	AP113017	7,356.70	FBN3344158	P11095	00096213	11/30/2017
Check Total:					7,356.70				
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP113017	719.77	233230		00096214	11/30/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP113017	1,931.75 233325		00096214	11/30/2017
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP113017	35.19 233378		00096214	11/30/2017
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP113017	417.12 C21811		00096214	11/30/2017
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP113017	950.00 R014824		00096214	11/30/2017
					Check Total:	4,053.83		
MW OH	FEDEX V000394	SHIPPING CHARGES	101513-6325 Postage	AP113017	27.46 5-990-12075		00096215	11/30/2017
					Check Total:	27.46		
MW OH	FIFTH AVENUE CLEANERS V010431	OCT PD DRY CLEANING	103041-6301 Special Department Supplies	AP113017	474.50 OCTOBER 17		00096216	11/30/2017
					Check Total:	474.50		
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	109595-6335 Water	AP113017	4,532.01 110817		00096217	11/30/2017
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	296561-6335 Water	AP113017	5,230.94 110817		00096217	11/30/2017
					Check Total:	9,762.95		
MW OH	HALO CONFIDENTIAL V008544	NOV BACKGROUND SCREENINGS	103040-6290 Dept. Contract Services	AP113017	4,035.00 0094	P11127	00096218	11/30/2017
					Check Total:	4,035.00		
MW OH	HF&H CONSULTANTS LLC V010575	JULY CONSULTING SVS - ORGANICS	103550-6290 Dept. Contract Services	AP113017	7,513.75 9714897	P11172	00096219	11/30/2017
MW OH	HF&H CONSULTANTS LLC V010575	OCT CONSULTING SVS - ORGANICS	103550-6290 Dept. Contract Services	AP113017	8,561.76 9715111	P11172	00096219	11/30/2017
					Check Total:	16,075.51		
MW OH	HI-WAY SAFETY RENTALS	STREET SIGNS	103652-6305	AP113017	1,879.01 66507		00096220	11/30/2017

City of Placentia
Check Register
For 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000459		Traffic Control Devices					
				Check Total:	1,879.01			
MW OH	HILTON SAN DIEGO MISSION PD TRAINING V010649		103040-6250 Staff Training	AP113017	350.62 DK 120417		00096221	11/30/2017
				Check Total:	350.62			
MW OH	HINDERLITER DE LLAMAS & 2ND QTR SALES TAX AUDITING SVS V000465		102020-6099 Professional Services	AP113017	6,842.51 0028220-IN	P11211	00096222	11/30/2017
				Check Total:	6,842.51			
MW OH	HIRSCH PIPE AND SUPPLY PLUMBING SUPPLIES V004494		103652-6301 Special Department Supplies	AP113017	283.50 5640455		00096223	11/30/2017
				Check Total:	283.50			
MW OH	HOUSTON & HARRIS PCS INNOV SEWER MAINTENANCE V010110		484376-6120 R & M/Sewer & Storm Drain	AP113017	5,615.03 17-20492	P11206	00096224	11/30/2017
MW OH	HOUSTON & HARRIS PCS IN AUG SEWER MAINTENANCE V010110		484376-6120 R & M/Sewer & Storm Drain	AP113017	1,202.80 17-20629	P11206	00096224	11/30/2017
				Check Total:	6,817.83			
MW OH	IMPERIAL SPRINKLER IRRIGATION SUPPLIES V006506		333552-6185 / 61147-6185 Construction Services	AP113017	246.86 3030587-01		00096225	11/30/2017
MW OH	IMPERIAL SPRINKLER IRRIGATION SUPPLIES V006506		103655-6130 Repair & Maint/Facilities	AP113017	176.88 3055875-00		00096225	11/30/2017
MW OH	IMPERIAL SPRINKLER IRRIGATION SUPPLIES V006506		103655-6130 Repair & Maint/Facilities	AP113017	123.50 3090435-00		00096225	11/30/2017
MW OH	IMPERIAL SPRINKLER IRRIGATION SUPPLIES - LMD V006506		296561-6130 Repair & Maint/Facilities	AP113017	1,500.87 3114587-00		00096225	11/30/2017
MW OH	IMPERIAL SPRINKLER IRRIGATION SUPPLIES V006506		333552-6185 / 61147-6185 Construction Services	AP113017	894.89 3115370-00		00096225	11/30/2017
MW OH	IMPERIAL SPRINKLER IRRIGATION SUPPLIES V006506		333552-6185 / 61147-6185 Construction Services	AP113017	67.70 3117409-00		00096225	11/30/2017
MW OH	IMPERIAL SPRINKLER PRESSURE REGULATING FILTER		103655-6130 / 61147-6130	AP113017	136.44 3118449-00		00096225	11/30/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date	
	V006506		Repair & Maint/Facilities						
MW OH	IMPERIAL SPRINKLER V006506	VALVE BOX	103655-6130 / 61147-6130 Repair & Maint/Facilities	AP113017	104.94 3118952-00		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	DRIPNET 1000 FT COIL	103655-6130 / 61147-6130 Repair & Maint/Facilities	AP113017	568.40 3119157-00		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES - LMD	296561-6130 Repair & Maint/Facilities	AP113017	94.54 3125282-00		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP113017	140.30 3132940-00		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103652-6301 Special Department Supplies	AP113017	380.12 3138553-00		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP113017	241.29 3140014-00		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	FLOW CONTROL VALVE KIT	103655-6301 Special Department Supplies	AP113017	50.92 3140014-01		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP113017	6.47 3140014-02		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP113017	94.13 3146528-00		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	PVC PIPE	103652-6301 Special Department Supplies	AP113017	90.43 3147466-00		00096225	11/30/2017	
MW OH	IMPERIAL SPRINKLER V006506	SELENOID ASSEMBLY	103652-6301 Special Department Supplies	AP113017	80.77 3151050-00		00096225	11/30/2017	
					Check Total:	4,999.45			
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP113017	370.50 84271		00096226	11/30/2017	
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	547525-6005 Legal Services	AP113017	1,462.50 84279		00096226	11/30/2017	
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	32,567.37 84252	P11163	00096226	11/30/2017	

City of Placentia
Check Register
For 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	756.00	84253	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	567.00	84255	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	357.00	84256	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	8,010.00	84257	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	136.50	84258	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	756.00	84262	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	3,339.00	84263	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	21.00	84268	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	945.00	84269	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	1,134.00	84270	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	124.13	84272	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	294.00	84273	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	5,271.00	84274	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	1,617.00	84278	P11163	00096226	11/30/2017
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP113017	924.00	84280	P11163	00096226	11/30/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Check Total:	58,652.00			
MW OH	KOSMONT COMPANIES V006131	OCT REAL ESTATE ADVISORY SVS	102534-6099 Professional Services	AP113017	7,431.25	1705.4-006	P11170	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	JUL & AUG FINANCE CHARGES	102534-6099 Professional Services	AP113017	46.77	FC002 1705.4	P11170	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	JULY SUCCESSOR AGENCY CONSULT	547525-6099 Professional Services	AP113017	2,931.50	0027 1502.9	P11208	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	AUG SUCCESSOR AGENCY CONSULT	547525-6099 Professional Services	AP113017	3,815.50	0028 1502.9	P11208	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	SEPT SUCCESSOR AGENCY CONSULT	547525-6099 Professional Services	AP113017	5,726.50	0029 1502.9	P11208	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	OCT SUCCESSOR AGENCY CONSULT	547525-6099 Professional Services	AP113017	2,002.00	0030 1502.9	P11208	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	MAY FINANCE CHARGES	547525-6099 Professional Services	AP113017	154.83	FC004 1502.9	P11208	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	JUNE FINANCE CHARGES	547525-6099 Professional Services	AP113017	74.42	FC005 1502.9	P11208	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	JULY FINANCE CHARGES	547525-6099 Professional Services	AP113017	107.18	FC006 1502.9	P11208	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	SEPT FINANCE CHARGES	547525-6099 Professional Services	AP113017	13.16	FC007 1502.9	P11208	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	OCT FINANCE CHARGES	547525-6099 Professional Services	AP113017	33.58	FC008 1502.9	P11208	00096227	11/30/2017
MW OH	KOSMONT COMPANIES V006131	NOV FINANCE CHARGES	547525-6099 Professional Services	AP113017	65.99	FC009 1502.9	P11208	00096227	11/30/2017
					Check Total:	22,402.68			
MW OH	KRIZO, DENISE V010563	PD TRAINING, MEALS & MILEAGE	103040-6250 Staff Training	AP113017	209.12	DK120517		00096228	11/30/2017
					Check Total:	209.12			
MW OH	LIEBERT CASSIDY	OCT LEGAL SERVICES	101005-6005	AP113017	273.00	1449870		00096229	11/30/2017

City of Placentia
Check Register
For 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000597		Legal Services					
MW OH	LIEBERT CASSIDY V000597	OCT LEGAL SERVICES	101005-6005 Legal Services	AP113017	93.00 1449871		00096229	11/30/2017
MW OH	LIEBERT CASSIDY V000597	OCT LEGAL SERVICES	101005-6005 Legal Services	AP113017	945.00 1449872		00096229	11/30/2017
					Check Total:	1,311.00		
MW OH	LOS ALTOS TROPHY CO V000584	ADULT SPORTS PLAQUES	104071-6301 / 79364-6301 Special Department Supplies	AP113017	28.80 75123		00096230	11/30/2017
MW OH	LOS ALTOS TROPHY CO V000584	ADULT SPORTS PLAQUES	104071-6301 / 79376-6301 Special Department Supplies	AP113017	75.77 75123		00096230	11/30/2017
MW OH	LOS ALTOS TROPHY CO V000584	ADULT SPORTS PLAQUES	104071-6301 / 79105-6301 Special Department Supplies	AP113017	31.03 75242		00096230	11/30/2017
					Check Total:	135.60		
MW OH	MANAGED HEALTH V008122	APRIL EAP SERVICES	395083-5161 Health Insurance Premiums	AP113017	313.95 PRM-005019		00096231	11/30/2017
MW OH	MANAGED HEALTH V008122	MAY EAP SERVICES	395083-5161 Health Insurance Premiums	AP113017	313.95 PRM-006315		00096231	11/30/2017
MW OH	MANAGED HEALTH V008122	JUNE EAP SERVICES	395083-5161 Health Insurance Premiums	AP113017	313.95 PRM-007804		00096231	11/30/2017
MW OH	MANAGED HEALTH V008122	AUGUST EAP SERVICES	395083-5161 Health Insurance Premiums	AP113017	313.95 PRM-010606		00096231	11/30/2017
MW OH	MANAGED HEALTH V008122	SEPTEMBER EAP SERVICES	395083-5161 Health Insurance Premiums	AP113017	313.95 PRM-012110		00096231	11/30/2017
MW OH	MANAGED HEALTH V008122	OCTOBER EAP SERVICES	395083-5161 Health Insurance Premiums	AP113017	313.95 PRM-013461		00096231	11/30/2017
MW OH	MANAGED HEALTH V008122	NOVEMBER EAP SERVICES	395083-5161 Health Insurance Premiums	AP113017	313.95 PRM-014869		00096231	11/30/2017
					Check Total:	2,197.65		
MW OH	MARQUEZ, ELENA	DEPOSIT REFUND BACKS BLDG	100000-4385	AP113017	150.00 2001926.002		00096232	11/30/2017

City of Placentia
Check Register
For 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V010642		Facility Rental					
				Check Total:	150.00			
MW OH	MC FADDEN-DALE V000635	DOOR REPAIR SUPPLIES	103652-6301 Special Department Supplies	AP113017	41.35 307491/5		00096233	11/30/2017
				Check Total:	41.35			
MW OH	MERCHANTS LANDSCAPE V010092	JULY LANDSCAPE SERVICES	0010-1220 Accts Rec/Plac Library Dist	AP113017	1,452.49 50357	P11144	00096234	11/30/2017
MW OH	MERCHANTS LANDSCAPE V010092	JULY LANDSCAPE SERVICES - LMD	296561-6115 Landscaping	AP113017	8,724.28 50357	P11144	00096234	11/30/2017
MW OH	MERCHANTS LANDSCAPE V010092	JULY LANDSCAPE SERVICES	103652-6115 Landscaping	AP113017	43,452.97 50357	P11144	00096234	11/30/2017
MW OH	MERCHANTS LANDSCAPE V010092	AUG LANDSCAPE SERVICES	0010-1220 Accts Rec/Plac Library Dist	AP113017	1,452.49 50491	P11144	00096234	11/30/2017
MW OH	MERCHANTS LANDSCAPE V010092	AUG LANDSCAPE SERVICES - LMD	296561-6115 Landscaping	AP113017	23,588.63 50491	P11144	00096234	11/30/2017
MW OH	MERCHANTS LANDSCAPE V010092	AUG LANDSCAPE SERVICES	103652-6115 Landscaping	AP113017	23,588.62 50491	P11144	00096234	11/30/2017
				Check Total:	102,259.48			
MW OH	MORENO, ROSE V010622	DEPOSIT REFUND AGUIRRE BLDG	100000-4385 Facility Rental	AP113017	40.00 2001864.002		00096235	11/30/2017
				Check Total:	40.00			
MW OH	NELSON/NYGAARD V009556	JULY OCTA CIRCULATOR STUDY SVS	333551-6017 / 62016-6017 Special Studies	AP113017	7,900.00 69916		00096236	11/30/2017
MW OH	NELSON/NYGAARD V009556	SEPT OCTA CIRCULATOR STUDY SVS	333531-6017 / 62016-6017 Special Studies	AP113017	3,412.50 70509	P11137	00096236	11/30/2017
				Check Total:	11,312.50			
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP113017	26,604.15 333723	P11153	00096237	11/30/2017
				Check Total:	26,604.15			

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP113017	41.96 60858		00096238	11/30/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6301 Special Department Supplies	AP113017	110.65 60876		00096238	11/30/2017
Check Total:					152.61			
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	151.27 695452		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	42.31 695573		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	52.70 695578		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	52.70 695579		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	309.62 695664-R		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	14.77 695877		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	41.24 696166		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	36.03 696737		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	318.58 696926		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	53.65 696981		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	151.28 697375		00096239	11/30/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103652-6301 Special Department Supplies	AP113017	292.16 698048		00096239	11/30/2017
Check Total:					1,516.31			

City of Placentia
Check Register
For 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PERRIN, PAUL L V010648	PRE EMPLOYMENT POLYGRAPH	103040-6099 Professional Services	AP113017	225.00	17-01		00096240	11/30/2017
Check Total:					225.00				
MW OH	PLACENTIA CHAMBER OF V000772	RECOGNITION BREAKFAST REG	104315-6245 Meetings & Conferences	AP113017	30.00	10443		00096241	11/30/2017
MW OH	PLACENTIA CHAMBER OF V000772	RECOGNITION BREAKFAST REG	101001-6245 Meetings & Conferences	AP113017	60.00	10443		00096241	11/30/2017
MW OH	PLACENTIA CHAMBER OF V000772	RECOGNITION BREAKFAST REG	101511-6245 Meetings & Conferences	AP113017	30.00	10443		00096241	11/30/2017
MW OH	PLACENTIA CHAMBER OF V000772	RECOGNITION BREAKFAST REG	103040-6245 Meetings & Conferences	AP113017	240.00	10443		00096241	11/30/2017
MW OH	PLACENTIA CHAMBER OF V000772	RECOGNITION BREAKFAST REG	101512-6245 Meetings & Conferences	AP113017	30.00	10443		00096241	11/30/2017
Check Total:					390.00				
MW OH	PTM DOCUMENT SYSTEMS V005062	TAX FORMS	102020-6230 Printing & Binding	AP113017	258.98	0064434	P11197	00096242	11/30/2017
Check Total:					258.98				
MW OH	PURE WATER TECHNOLOGY V009593	NOV PD WATER SERVICE	103041-6301 Special Department Supplies	AP113017	149.78	119052		00096243	11/30/2017
Check Total:					149.78				
MW OH	REPUBLIC WASTE SERVICES V007205	SEPT REFUSE COLLECTION SVS	374386-6101 Disposal	AP113017	221,087.99	676-003085749	P11114	00096244	11/30/2017
Check Total:					221,087.99				
MW OH	RJM DESIGN GROUP INC V010142	OCT LANDSCAPE ARCHITECT SVS	333555-6185 / 79185-6185 Construction Services	AP113017	331.32	32182		00096245	11/30/2017
Check Total:					331.32				
MW OH	SECO ELECTRIC & LIGHTING V010182	REPLACE LAMPS & BALLAST	103655-6301 Special Department Supplies	AP113017	1,618.78	4293		00096246	11/30/2017
MW OH	SECO ELECTRIC & LIGHTING	LIGHT POLE REPAIRS	103655-6301	AP113017	234.43	4294		00096246	11/30/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010182		Special Department Supplies						
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHT POLE REPAIRS - LMD	296561-6130 Repair & Maint/Facilities	AP113017	1,052.57	4295		00096246	11/30/2017
Check Total:					2,905.78				
MW OH	SIEMENS INDUSTRY INC V008785	APRIL ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP113017	176.80	5610057186	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	APRIL ROUTINE SIGNAL MAINT	103652-6099 Professional Services	AP113017	4,106.53	5610057186	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	APRIL ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	AP113017	127.50	5610057186	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	APRIL ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	AP113017	28.05	5610057186	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	APRIL ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP113017	161.12	5610057186	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1228 AR/County of Orange	AP113017	28.05	5610064519	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	103652-6099 Professional Services	AP113017	4,148.03	5610064519	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP113017	117.63	5610064519	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	AP113017	127.50	5610064519	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	AUG ROUTINE SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP113017	176.80	5610064519	P11186	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP113017	950.00	5610041924	P11187	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	SEPT EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP113017	107.23	5620011779	P11187	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	SEPT EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP113017	107.23	5620011779	P11187	00096247	11/30/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SIEMENS INDUSTRY INC V008785	JULY EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP113017	254.24	5620015473	P11187	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	JULY EMERGENCY SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP113017	144.17	5620015473	P11187	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	JULY EMERGENCY SIGNAL MAINT	0010-1228 AR/County of Orange	AP113017	11.47	5620015473	P11187	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	JULY EMERGENCY SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	AP113017	19.98	5620015473	P11187	00096247	11/30/2017
MW OH	SIEMENS INDUSTRY INC V008785	JULY EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP113017	4,509.36	5620015473	P11187	00096247	11/30/2017
Check Total:					15,301.69				
MW OH	SIMPLEX GRINNELL V008625	ALARM MONITORING AT CHAMBER	103654-6290 Dept. Contract Services	AP113017	467.89	79585297		00096248	11/30/2017
MW OH	SIMPLEX GRINNELL V008625	REPROGRAM ALARM AT BACKS	103654-6290 Dept. Contract Services	AP113017	842.00	83932492		00096248	11/30/2017
MW OH	SIMPLEX GRINNELL V008625	REPROGRAM ALARM AT GOMEZ	103654-6290 Dept. Contract Services	AP113017	842.00	83932493		00096248	11/30/2017
MW OH	SIMPLEX GRINNELL V008625	REPROGRAM ALARM AT WHITTEN	103654-6290 Dept. Contract Services	AP113017	842.00	83932494		00096248	11/30/2017
Check Total:					2,993.89				
MW OH	TEAM ONE MANAGEMENT V010070	SEPT JANITORIAL SERVICES	103655-6290 Dept. Contract Services	AP113017	4,337.50	17	P11145	00096249	11/30/2017
MW OH	TEAM ONE MANAGEMENT V010070	OCT JANITORIAL SERVICES	103655-6290 Dept. Contract Services	AP113017	4,337.50	18	P11145	00096249	11/30/2017
Check Total:					8,675.00				
MW OH	THE PUN GROUP LLP V010156	FINANCIAL AUDITING SERVICES	102020-6010 Accounting & Auditing Service	AP113017	20,000.00	111394	P11190	00096250	11/30/2017
Check Total:					20,000.00				
MW OH	THE SAUCE CREATIVE	WINTER BROCHURE PRINTING SVS	104070-6230	AP113017	5,307.24	2007	P11209	00096251	11/30/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V007476		Printing & Binding					
MW OH	THE SAUCE CREATIVE V007476	WINTER BROCHURE DESIGN SVS	104071-6099 Professional Services	AP113017	3,780.00 2008	P11209	00096251	11/30/2017
					Check Total:	9,087.24		
MW OH	THOMSON REUTERS - WEST OCT PD WEST INFO CHARGES V009649		103042-6290 Dept. Contract Services	AP113017	175.96 837124023		00096252	11/30/2017
					Check Total:	175.96		
MW OH	TURBO DATA SYSTEMS INC JUL PARKING CITATION PROCESS V001238		103047-6290 Dept. Contract Services	AP113017	2,198.09 26508	P11207	00096253	11/30/2017
MW OH	TURBO DATA SYSTEMS INC AUG PARKING CITATION PROCESS V001238		103047-6290 Dept. Contract Services	AP113017	2,111.21 26665	P11207	00096253	11/30/2017
MW OH	TURBO DATA SYSTEMS INC SEPT PARKING CITATION PROCESS V001238		103047-6290 Dept. Contract Services	AP113017	2,422.41 26819	P11207	00096253	11/30/2017
MW OH	TURBO DATA SYSTEMS INC OCT PARKING CITATION PROCESS V001238		103047-6290 Dept. Contract Services	AP113017	2,523.32 27000	P11207	00096253	11/30/2017
					Check Total:	9,255.03		
MW OH	TYLER LIGHTING SERVICES LIGHT REPAIRS AT MCFADDEN V008707		103654-6301 Special Department Supplies	AP113017	231.66 34499		00096254	11/30/2017
					Check Total:	231.66		
MW OH	V & V MANUFACTURING INC D BADGE REPAIR SVS V010393		103040-6299 Other Purchased Services	AP113017	374.81 45618		00096255	11/30/2017
MW OH	V & V MANUFACTURING INC RETIREMENT PLAQUE V010393		103040-6299 Other Purchased Services	AP113017	139.91 45781		00096255	11/30/2017
					Check Total:	514.72		
MW OH	WALKER, RICHARD V010647	POOL BOND REFUND	0044-2033 Construction & Demo Deposit	AP113017	500.00 50-1-684		00096256	11/30/2017
					Check Total:	500.00		
MW OH	WEST COAST ARBORISTS INC 26 TREE STUMP REMOVAL V001124		103655-6290 Dept. Contract Services	AP113017	475.00 129251		00096257	11/30/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	WEST COAST ARBORISTS IN V001124	16-30 RESIDENT TREE MAINT	0044-2039 Tree Trimming Deposits	AP113017	1,847.00 130141		00096257	11/30/2017
				Check Total:	2,322.00			
MW OH	WILLIS, EVELYN V009815	FALL INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP113017	462.00 FALL 2017		00096258	11/30/2017
				Check Total:	462.00			
MW OH	WONDRIES FLEET DIVISION V001106	2017 FORD PD INTERCEPTOR	213041-6840 Machinery & Equipment	AP113017	32,234.62 PC92532	P11136	00096259	11/30/2017
				Check Total:	32,234.62			
MW OH	YAMAGUCHI, BRIAN V003248	OCT RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP113017	200.00 110817		00096260	11/30/2017
				Check Total:	200.00			
MW OH	YORBA REGIONAL ANIMAL VET EXAM FOR HABO V008472		103041-6301 Special Department Supplies	AP113017	54.99 1312899		00096261	11/30/2017
				Check Total:	54.99			
MW OH	CALIFORNIA STATE V004813	P/E 12/2/17 PD DATE 12/8/17	0048-2196 Garnishments W/H	PY17025	156.46 2700/1701025		00096262	12/08/2017
MW OH	CALIFORNIA STATE V004813	P/E 12/2/17 PD DATE 12/8/17	0010-2196 Garnishments W/H	PY17025	351.69 2700/1701025		00096262	12/08/2017
MW OH	CALIFORNIA STATE V004813	P/E 12/2/17 PD DATE 12/8/17	0029-2196 Garnishments W/H	PY17025	64.15 2700/1701025		00096262	12/08/2017
MW OH	CALIFORNIA STATE V004813	P/E 12/2/17 PD DATE 12/8/17	0037-2196 Garnishments W/H	PY17025	69.23 2700/1701025		00096262	12/08/2017
				Check Total:	641.53			
MW OH	FRANCHISE TAX BOARD V000404	P/E 12/2/17 PD DATE 12/8/17	0029-2196 Garnishments W/H	PY17025	6.00 2710/1701025		00096263	12/08/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 12/2/17 PD DATE 12/8/17	0048-2196 Garnishments W/H	PY17025	6.00 2710/1701025		00096263	12/08/2017
MW OH	FRANCHISE TAX BOARD	P/E 12/2/17 PD DATE 12/8/17	0010-2196	PY17025	48.00 2710/1701025		00096263	12/08/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000404		Garnishments W/H						
				Check Total:	60.00				
MW OH	ORANGE COUNTY V000699	P/E 12/2/17 PD DATE 12/8/17	0010-2176 PCEA/OCEA Assoc Dues	PY17025	266.49	2610/1701025		00096264	12/08/2017
MW OH	ORANGE COUNTY V000699	P/E 12/2/17 PD DATE 12/8/17	0029-2176 PCEA/OCEA Assoc Dues	PY17025	7.68	2610/1701025		00096264	12/08/2017
MW OH	ORANGE COUNTY V000699	P/E 12/2/17 PD DATE 12/8/17	0037-2176 PCEA/OCEA Assoc Dues	PY17025	2.40	2610/1701025		00096264	12/08/2017
MW OH	ORANGE COUNTY V000699	P/E 12/2/17 PD DATE 12/8/17	0048-2176 PCEA/OCEA Assoc Dues	PY17025	21.65	2610/1701025		00096264	12/08/2017
				Check Total:	298.22				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/2/17 PD DATE 12/8/17	0048-2176 PCEA/OCEA Assoc Dues	PY17025	2.25	2615/1701025		00096265	12/08/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/2/17 PD DATE 12/8/17	0037-2176 PCEA/OCEA Assoc Dues	PY17025	0.25	2615/1701025		00096265	12/08/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/2/17 PD DATE 12/8/17	0010-2176 PCEA/OCEA Assoc Dues	PY17025	27.70	2615/1701025		00096265	12/08/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 12/2/17 PD DATE 12/8/17	0029-2176 PCEA/OCEA Assoc Dues	PY17025	0.80	2615/1701025		00096265	12/08/2017
				Check Total:	31.00				
MW OH	PLACENTIA POLICE V000839	P/E 12/2/17 PD DATE 12/8/17	0010-2180 Police Mgmt Assn Dues	PY17025	795.91	2625/1701025		00096266	12/08/2017
MW OH	PLACENTIA POLICE V000839	P/E 12/2/17 PD DATE 12/8/17	0061-2180 Police Mgmt Assn Dues	PY17025	8.23	2625/1701025		00096266	12/08/2017
				Check Total:	804.14				
MW OH	PLACENTIA POLICE V003519	P/E 12/2/17 PD DATE 12/8/17	0061-2178 Placentia Police Assoc Dues	PY17025	9.35	2620/1701025		00096267	12/08/2017
MW OH	PLACENTIA POLICE V003519	P/E 12/2/17 PD DATE 12/8/17	0010-2178 Placentia Police Assoc Dues	PY17025	2,452.93	2620/1701025		00096267	12/08/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	2,462.28			
MW OH	VANTAGEPOINT TRANSFER P/E 12/2/17 PD DATE 12/8/17 V007191		0061-2170 Deferred Comp Payable - ICMA	PY17025	12.88 2606/1701025		00096268	12/08/2017
MW OH	VANTAGEPOINT TRANSFER P/E 12/2/17 PD DATE 12/8/17 V007191		0010-2170 Deferred Comp Payable - ICMA	PY17025	2,626.82 2606/1701025		00096268	12/08/2017
MW OH	VANTAGEPOINT TRANSFER P/E 12/2/17 PD DATE 12/8/17 V007191		0048-2170 Deferred Comp Payable - ICMA	PY17025	156.42 2606/1701025		00096268	12/08/2017
MW OH	VANTAGEPOINT TRANSFER P/E 12/2/17 PD DATE 12/8/17 V007191		0054-2170 Deferred Comp Payable - ICMA	PY17025	34.20 2606/1701025		00096268	12/08/2017
MW OH	VANTAGEPOINT TRANSFER P/E 12/2/17 PD DATE 12/8/17 V007191		0029-2170 Deferred Comp Payable - ICMA	PY17025	61.62 2606/1701025		00096268	12/08/2017
MW OH	VANTAGEPOINT TRANSFER P/E 12/2/17 PD DATE 12/8/17 V007191		0037-2170 Deferred Comp Payable - ICMA	PY17025	30.21 2606/1701025		00096268	12/08/2017
				Check Total:	2,922.15			
MW OH	AARDVARK V000002	40MM SPONGE ROUNDS	213041-6840 Machinery & Equipment	AP120717	752.96 ISTD-16686		00096269	12/07/2017
				Check Total:	752.96			
MW OH	ANTHEM LIFE INSURANCE V000046	DECEMBER LIFE INSURANCE	103040-5110 Life Ins Allocation	AP120717	5.00 120117		00096270	12/07/2017
				Check Total:	5.00			
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP120717	274.13 000532870737		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS CLEANING	103650-6360 Uniforms	AP120717	239.31 000532888011		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP120717	147.19 000532888012		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS CLEANING	103650-6360 Uniforms	AP120717	239.31 000532905252		00096271	12/07/2017
MW OH	ARAMARK UNIFORM	FACILITY MAT CLEANING	103654-6301	AP120717	274.13 000532905253		00096271	12/07/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004232		Special Department Supplies						
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS CLEANING	103650-6360 Uniforms	AP120717	233.94	000632870736		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP120717	147.19	32922476		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS CLEANING	103650-6360 Uniforms	AP120717	413.03	532802458		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP120717	476.66	532802459		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS CLEANING	103650-6360 Uniforms	AP120717	341.83	532819354		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP120717	147.19	532819355		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS CLEANING	103650-6360 Uniforms	AP120717	341.83	532853301		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP120717	147.19	532853302		00096271	12/07/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS CLEANING	103650-6360 Uniforms	AP120717	447.03	532922475		00096271	12/07/2017
				Check Total:	3,869.96				
MW OH	ASSOCIATION OF V010659	2018 MEMBERSHIP DUES	101001-6255 Dues & Memberships	AP120717	12,574.97	1907		00096272	12/07/2017
				Check Total:	12,574.97				
MW OH	AT & T V008736	11/7-12/6 TEEN CENTER INTERNET	109595-6215 Telephone	AP120717	50.86	NOV T/C 17		00096273	12/07/2017
				Check Total:	50.86				
MW OH	AT & T MOBILITY V008709	10/8-11/7 IPAD CHARGES	109595-6215 Telephone	AP120717	845.93	X11152017		00096274	12/07/2017
				Check Total:	845.93				

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	B & M LAWN & GARDEN V000127	SOLENOID	103658-6301 Special Department Supplies	AP120717	34.45 363120		00096275	12/07/2017
MW OH	B & M LAWN & GARDEN V000127	CARBURETOR	103658-6301 Special Department Supplies	AP120717	235.06 366073		00096275	12/07/2017
MW OH	B & M LAWN & GARDEN V000127	SYRINGE	103658-6301 Special Department Supplies	AP120717	42.99 366074		00096275	12/07/2017
MW OH	B & M LAWN & GARDEN V000127	FUEL PUMP	103658-6301 Special Department Supplies	AP120717	66.44 368070		00096275	12/07/2017
					Check Total:	378.94		
MW OH	BANK OF AMERICA V008179	OCT S.A BANK CHARGES	547525-6099 Professional Services	AP120717	58.34 0012791706		00096276	12/07/2017
					Check Total:	58.34		
MW OH	BARBER, ETHAN V010655	VETERANS DAY PARTICIPANT	101511-6301 Special Department Supplies	AP120717	100.00 11117		00096277	12/07/2017
					Check Total:	100.00		
MW OH	BIGGS CARDOSA V010461	SEPT ENG DESIGN & ENVIRON SVS	333552-6185 / 61116-6185 Construction Services	AP120717	9,748.08 72531	P11141	00096278	12/07/2017
					Check Total:	9,748.08		
MW OH	BORNSTEIN, IRWIN V010388	NOV FINANCIAL CONSULTING SVS	102020-6099 Professional Services	AP120717	12,281.25 264	P11111	00096279	12/07/2017
					Check Total:	12,281.25		
MW OH	CALMAT CO. V010007	PAVING ASPHALT	103652-6301 Special Department Supplies	AP120717	305.69 71645368		00096280	12/07/2017
					Check Total:	305.69		
MW OH	CANON FINANCIAL SERVICES V008867	NOVEMBER COPIER LEASE	109595-6175 Office Equipment Rental	AP120717	1,895.64 17960836		00096281	12/07/2017
MW OH	CANON FINANCIAL SERVICES V008867	NOVEMBER COPIER USAGE	109595-6175 Office Equipment Rental	AP120717	2,426.04 17960837		00096281	12/07/2017
					Check Total:	4,321.68		

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CARAIG, RONALDO R V010658	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	AP120717	500.00	40-17-031		00096282	12/07/2017
				Check Total:	500.00				
MW OH	CASC ENGINEERING & V009889	OCT CONSULTING SVS	332531-6017 / 61086-6017 Special Studies	AP120717	45.00	0038193	P11171	00096283	12/07/2017
				Check Total:	45.00				
MW OH	CCP INDUSTRIES INC V010526	LATEX GLOVES, CLEANSER	103658-6301 Special Department Supplies	AP120717	200.81	IN01980410		00096284	12/07/2017
				Check Total:	200.81				
MW OH	CITY OF ANAHEIM V010186	10/17-11/15 ELECTRICAL CHGS	109595-6330 Electricity	AP120717	58.34	111617		00096285	12/07/2017
				Check Total:	58.34				
MW OH	CITY OF BREA V000125	PRINTING SERVICES	109595-6230 Printing & Binding	AP120717	130.11	ASCS000358		00096286	12/07/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	103550-6315 Office Supplies	AP120717	17.18	ASCS000358		00096286	12/07/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	101511-6315 Office Supplies	AP120717	17.18	ASCS000358		00096286	12/07/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	101513-6315 Office Supplies	AP120717	13.47	ASCS000358		00096286	12/07/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	101512-6315 Office Supplies	AP120717	17.18	ASCS000358		00096286	12/07/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	101513-6315 Office Supplies	AP120717	7.22	ASCS000358		00096286	12/07/2017
MW OH	CITY OF BREA V000125	ECONOMIC DEV PRINTING	102534-6230 Printing & Binding	AP120717	661.91	ASCS000383		00096286	12/07/2017
				Check Total:	864.25				
MW OH	DALEY & HEFT LLP V005914	CLAIM PL 129 PAYMENT	101005-6005 Legal Services	AP120717	92.50	49728		00096287	12/07/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	92.50				
MW OH	DARK, JENNIFER V010196	DEPOSIT REFUND-KRAEMER PARK	100000-4385 Facility Rental	AP120717	100.00	2001927.002		00096288	12/07/2017
				Check Total:	100.00				
MW OH	EMPIRE MEDIA PRODUCTION V010651	NOV MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP120717	5,386.50	0012	P11213	00096289	12/07/2017
				Check Total:	5,386.50				
MW OH	EVERBANK COMMERCIAL V009592	NOV PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP120717	2,017.64	4868605	P11102	00096290	12/07/2017
				Check Total:	2,017.64				
MW OH	FARMERS INSURANCE V010653	PROPERTY DAMAGE PMT-FLORES	101005-6005 Legal Services	AP120717	1,035.14	1954521		00096291	12/07/2017
				Check Total:	1,035.14				
MW OH	FEDEX V000394	SHIPPING CHARGES	102020-6325 Postage	AP120717	53.59	6-004-51907		00096292	12/07/2017
				Check Total:	53.59				
MW OH	GOLDEN STATE WATER V000928	SEPT-OCT WATER CHARGES	296561-6335 Water	AP120717	11,951.34	112217		00096293	12/07/2017
MW OH	GOLDEN STATE WATER V000928	SEPT-OCT WATER CHARGES	109595-6335 Water	AP120717	20,927.00	112217		00096293	12/07/2017
				Check Total:	32,878.34				
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP120717	66.74	1032732		00096294	12/07/2017
MW OH	HOME DEPOT CREDIT V010624	REFRIGERATORS	103654-6301 Special Department Supplies	AP120717	2,594.82	2091517		00096294	12/07/2017
MW OH	HOME DEPOT CREDIT V010624	TREE STAKES	103655-6301 Special Department Supplies	AP120717	75.12	2193206		00096294	12/07/2017
MW OH	HOME DEPOT CREDIT V010624	IMPACT DRILL	103654-6130 Repair & Maint/Facilities	AP120717	160.00	4013867		00096294	12/07/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP120717	70.07	4220548		00096294	12/07/2017
MW OH	HOME DEPOT CREDIT V010624	HERITAGE SUPPLIES	103652-6301 Special Department Supplies	AP120717	12.87	6031753		00096294	12/07/2017
MW OH	HOME DEPOT CREDIT V010624	GARBAGE BAGS	103655-6301 Special Department Supplies	AP120717	135.93	7042780		00096294	12/07/2017
MW OH	HOME DEPOT CREDIT V010624	PLANTS	103655-6301 Special Department Supplies	AP120717	94.71	9155259		00096294	12/07/2017
Check Total:					3,210.26				
MW OH	JOHN L HUNTER & V009056	SEPT NPDES CONSULTING SVS	103550-6015 Engineering Services	AP120717	3,647.50	PLANP0917	P11107	00096295	12/07/2017
Check Total:					3,647.50				
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP120717	126.00	84679		00096296	12/07/2017
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP120717	1,735.50	84695		00096296	12/07/2017
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	20,274.50	84408	P11163	00096296	12/07/2017
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	168.00	84677	P11163	00096296	12/07/2017
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	5,292.00	84680	P11163	00096296	12/07/2017
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	294.00	84681	P11163	00096296	12/07/2017
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	21,385.00	84682	P11163	00096296	12/07/2017
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	1,134.00	84686	P11163	00096296	12/07/2017
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	4,872.00	84687	P11163	00096296	12/07/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date	
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	42.00 84692	P11163	00096296	12/07/2017	
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	399.00 84693	P11163	00096296	12/07/2017	
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	2,919.00 84694	P11163	00096296	12/07/2017	
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	819.00 84698	P11163	00096296	12/07/2017	
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	1,659.00 84702	P11163	00096296	12/07/2017	
MW OH	JONES & MAYER V009822	OCT RDA LEGAL SERVICES	547525-6005 Legal Services	AP120717	175.50 84703	P11163	00096296	12/07/2017	
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP120717	168.00 84705	P11163	00096296	12/07/2017	
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AR120717	2,574.00 84779	P11163	00096296	12/07/2017	
					Check Total:	64,036.50			
MW OH	KHREICH, YOUSSEF V010654	LIABILITY CLAIM PAYMENT	404582-6025 Third Party Administration	AP120717	858.82 120417		00096297	12/07/2017	
					Check Total:	858.82			
MW OH	KOSMONT COMPANIES V006131	APRIL EIFD SERVICES	102531-6099 Professional Services	AP120717	2,368.60 1604.2 0001	P11210	00096298	12/07/2017	
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	58.38 1604.2 FC 0002	P11210	00096298	12/07/2017	
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	42.66 1604.2 FC 0006	P11210	00096298	12/07/2017	
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	44.13 1604.2 FC 0007	P11210	00096298	12/07/2017	
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	41.18 1604.2 FC 0008	P11210	00096298	12/07/2017	

City of Placentia
Check Register
For 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	42.66	1604.2 FC 0010	P11210	00096298	12/07/2017
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	47.07	1604.2 FC 0011	P11210	00096298	12/07/2017
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	18.82	1604.2 FC 0012	P11210	00096298	12/07/2017
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	20.12	1604.2 FC 0013	P11210	00096298	12/07/2017
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	20.12	1604.2 FC 0014	P11210	00096298	12/07/2017
MW OH	KOSMONT COMPANIES V006131	EIFD FINANCE CHARGES	102531-6099 Professional Services	AP120717	48.53	1604.2 FC 009	P11210	00096298	12/07/2017
Check Total:					2,752.27				
MW OH	LOS ALTOS TROPHY CO V000584	ADULT SPORTS TROPHIES	104071-6301 Special Department Supplies	AP120717	373.35	75365		00096299	12/07/2017
Check Total:					373.35				
MW OH	MCDERMOTT, MELISSA V010652	LIABILITY CLAIM PAYMENT	404582-6025 Third Party Administration	AP120717	280.50	120417		00096300	12/07/2017
Check Total:					280.50				
MW OH	MERCHANTS LANDSCAPE V010092	LANDSCAPE SERVICES - LIBRARY	0010-1220 Accts Rec/Plac Library Dist	AP120717	1,452.49	50157	P11144	00096301	12/07/2017
MW OH	MERCHANTS LANDSCAPE V010092	LANDSCAPE SERVICES - LMD	296561-6115 Landscaping	AP120717	8,724.28	50157	P11144	00096301	12/07/2017
MW OH	MERCHANTS LANDSCAPE V010092	JUNE LANDSCAPE SERVICES	103652-6115 Landscaping	AP120717	43,452.97	50157	P11144	00096301	12/07/2017
MW OH	MERCHANTS LANDSCAPE V010092	LANDSCAPE SERVICES - LMD	296561-6115 Landscaping	AP120717	8,724.28	50728	P11144	00096301	12/07/2017
MW OH	MERCHANTS LANDSCAPE V010092	SEPT LANDSCAPE SERVICES	103652-6115 Landscaping	AP120717	43,452.97	50728	P11144	00096301	12/07/2017
MW OH	MERCHANTS LANDSCAPE	LANDSCAPE SERVICES - LIBRARY	0010-1220	AP120717	1,452.49	50728	P11144	00096301	12/07/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V010092		Accts Rec/Plac Library Dist					
				Check Total:	107,259.48			
MW OH	MIRACLE RECREATION V001891	PLAYGROUND EQUIP GOLDENROD	103655-6301 Special Department Supplies	AP120717	72.83 791460		00096302	12/07/2017
				Check Total:	72.83			
MW OH	MORTENSEN, MATTHEW V009907	VETERANS DAY PARTICIPANT	101511-6301 Special Department Supplies	AP120717	100.00 11117		00096303	12/07/2017
				Check Total:	100.00			
MW OH	MUNITEMPS V009595	10/31-11/2 CODE ENFORCEMENT	103046-6099 Professional Services	AP120717	1,344.00 127796		00096304	12/07/2017
MW OH	MUNITEMPS V009595	11/13-11/19 CODE ENFORCEMENT	103046-6099 Professional Services	AP120717	1,008.00 127837		00096304	12/07/2017
				Check Total:	2,352.00			
MW OH	ODYSSEY POWER COPR V010391	CITY HALL GENERATOR TEST	103654-6137 Repair Maint/Equipment	AP120717	365.00 79761		00096305	12/07/2017
				Check Total:	365.00			
MW OH	OFFICE INDUSTRIES V007477	PRINTER INK	101513-6315 Office Supplies	AP120717	121.75 B60881-1		00096306	12/07/2017
				Check Total:	121.75			
MW OH	OFFICE SOLUTIONS V008864	RECYCLED PAPER, OFFICE SUPPLIE	109595-6315 Office Supplies	AP120717	194.95 I-01270446		00096307	12/07/2017
				Check Total:	194.95			
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	62.17 677592		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	29.23 677708		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	46.15 677996		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE	VEHICLE PARTS	103658-6134	AP120717	110.92 678739		00096308	12/07/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007231		Vehicle Repair & Maintenance						
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	115.62	678741		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	193.02	691914		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	48.91	691946		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	34.57	692537		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	80.27	692700		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	14.69	692802		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	19.65	692893		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	35.30	692977		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	25.07	693115		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	19.59	693338		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	245.23	693461		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	40.70	694016		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	25.97	694017		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	15.67	694279		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE	VEHICLE PARTS	103658-6134	AP120717	42.49	694572		00096308	12/07/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007231		Vehicle Repair & Maintenance						
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	59.41	694614		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	41.24	694707		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	50.51	694708		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	105.21	698374		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	91.25	698473		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	11.02	698518		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	157.09	698664		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	33.23	698820		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	406.35	699356		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	437.34	699385		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	43.94	699386		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	40.47	699444		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	81.15	699514		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	185.01	700798		00096308	12/07/2017
MW OH	ONE STOP PARTS SOURCE	VEHICLE PARTS	103658-6134	AP120717	68.59	701439		00096308	12/07/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date	
	V007231		Vehicle Repair & Maintenance						
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	295.78 702053		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	10.74 702059		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	32.20 702066		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	592.89 702170		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	238.56 702613		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	42.15 704788		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	401.95 704951.2		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	5.71 705074		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	184.52 706132		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	14.29 706167		00096308	12/07/2017	
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP120717	5.17 706223		00096308	12/07/2017	
					Check Total:	4,840.99			
MW OH	POWERSTRIDE BATTERY COBATTERIES V000785		103658-6134 Vehicle Repair & Maintenance	AP120717	100.72 C544031		00096310	12/07/2017	
MW OH	POWERSTRIDE BATTERY COBATTERY V000785		103658-6134 Vehicle Repair & Maintenance	AP120717	107.67 C65014		00096310	12/07/2017	
MW OH	POWERSTRIDE BATTERY COBATTERIES V000785		103658-6134 Vehicle Repair & Maintenance	AP120717	312.34 C65100		00096310	12/07/2017	

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	520.73				
MW OH	REPUBLIC WASTE SERVICES V007205	OCT REFUSE COLLECTION SVS	374386-6101 Disposal	AP120717	221,087.99	676-003101756	P11114	00096311	12/07/2017
				Check Total:	221,087.99				
MW OH	SA AQUATICS V002842	OCT CITY HALL FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	AP120717	142.50	204712		00096312	12/07/2017
MW OH	SA AQUATICS V002842	OCT CITY HALL FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP120717	142.50	204712		00096312	12/07/2017
				Check Total:	285.00				
MW OH	SHRED-IT USA V000905	DOCUMENT SHREDDING SVS	374386-6299 Other Purchased Services	AP120717	900.37	8123501915		00096313	12/07/2017
				Check Total:	900.37				
MW OH	SO CAL GAS V000909	OCT-NOV GAS CHARGES	109595-6340 Natural Gas	AP120717	371.07	111717		00096314	12/07/2017
				Check Total:	371.07				
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	0010-1224 AR/City of Fullerton	AP120717	144.21	113017		00096315	12/07/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP120717	4,690.51	113017		00096315	12/07/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	0010-1226 AR/City of Yorba Linda	AP120717	115.01	113017		00096315	12/07/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	AP120717	1,843.40	113017		00096315	12/07/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP120717	56.75	113017		00096315	12/07/2017
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	AP120717	23,616.66	113017		00096315	12/07/2017
				Check Total:	30,466.54				
MW OH	SPARKLETTS	NOV WATER SVS SR CENTER	104071-6301	AP120717	41.82	14974536	111517	00096316	12/07/2017

**City of Placentia
Check Register
For 12/14/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000967		Special Department Supplies						
				Check Total:	41.82				
MW OH	THE HOME DEPOT V010657	BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP120717	0.50	B16-0757		00096317	12/07/2017
MW OH	THE HOME DEPOT V010657	BLDG PERMIT REFUND	100000-4303 Technology Fee	AP120717	3.32	B16-0757		00096317	12/07/2017
MW OH	THE HOME DEPOT V010657	BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP120717	1.00	B16-0757		00096317	12/07/2017
MW OH	THE HOME DEPOT V010657	BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP120717	5.00	B16-0757		00096317	12/07/2017
MW OH	THE HOME DEPOT V010657	BLDG PERMIT REFUND	100000-4160 Building Permits	AP120717	122.00	B16-0757		00096317	12/07/2017
MW OH	THE HOME DEPOT V010657	BLDG PERMIT REFUND	100000-4302 General Plan Update Fee	AP120717	4.30	B16-0757		00096317	12/07/2017
				Check Total:	136.12				
MW OH	TIME WARNER CABLE V004450	11/22-12/21 CITY HALL PD CABLE	109595-6215 Telephone	AP120717	317.73	0052862111217		00096318	12/07/2017
MW OH	TIME WARNER CABLE V004450	12/1-12/31 10MB FIBER OPTICS	109595-6215 Telephone	AP120717	1,324.50	0335200112117		00096318	12/07/2017
MW OH	TIME WARNER CABLE V004450	11/24-12/24 10MB PW YARD	109595-6215 Telephone	AP120717	1,217.98	0347700111517		00096318	12/07/2017
MW OH	TIME WARNER CABLE V004450	11/21-12/20 FRIENDLY CTR CABLE	109595-6215 Telephone	AP120717	79.99	0431975111117		00096318	12/07/2017
MW OH	TIME WARNER CABLE V004450	11/21-11/20 PW YARD CABLE	109595-6215 Telephone	AP120717	109.07	3371383111117		00096318	12/07/2017
				Check Total:	3,049.27				
MW OH	TOM DODSON & ASSOCIATES V009472	OCT 24-30 CEQA SUPPORT SVS	332531-6017 / 61086-6017 Special Studies	AP120717	600.00	PLA88 17-2	P11198	00096319	12/07/2017
				Check Total:	600.00				

City of Placentia
Check Register
For 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	TUFFREE MIDDLE SCHOOL V007403	VETERANS DAY PARTICIPANT	101511-6301 Special Department Supplies	AP120717	100.00	11117		00096320	12/07/2017
					Check Total:	100.00			
MW OH	VACCARO, FRANK V004321	PYB REFEREE SERVICES	104071-6275 / 79376-6275 Officiating	AP120717	3,808.00	307	P11212	00096321	12/07/2017
					Check Total:	3,808.00			
MW OH	VERIZON WIRELESS V008735	10/21-11/20 CA IPAD CHARGES	109595-6215 Telephone	AP120717	38.01	9796638252		00096322	12/07/2017
MW OH	VERIZON WIRELESS V008735	10/21-11/20 COUNCIL IPADS	109595-6215 Telephone	AP120717	106.92	9796638253		00096322	12/07/2017
MW OH	VERIZON WIRELESS V008735	10/21-11/20 KRAEMER INTERNET	109595-6215 Telephone	AP120717	38.01	9796643399		00096322	12/07/2017
					Check Total:	182.94			
MW OH	YOON, AMY V010656	VETERANS DAY PARTICIPANT	101511-6301 Special Department Supplies	AP120717	100.00	111117		00096323	12/07/2017
					Check Total:	100.00			
MW OH	YORBA LINDA WATER V001148	OCT-NOV WATER CHARGES	109595-6335 Water	AP120717	1,785.56	112717		00096324	12/07/2017
					Check Total:	1,785.56			
					Type Total:	1,436,017.43			
					Check Total:	1,436,017.43			

City of Placentia
Electronic Disbursement Register
For 12/19/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
------	----------------	-------------	---------------------	----------	--------	----------	------	-------	----------

Grand Total: 61,602.98

<u>EDR Totals by ID</u>	
AP	0.00
EP	61,602.98
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	58,615.18
208-Scssr Agncy Ret Oblg (0054)	73.08
228-NOC-Public Safety Grant(0061)	47.87
265-Landscape Maintenance (0029)	304.08
275-Sewer Maintenance (0048)	1,967.77
501-Refuse Administration (0037)	595.00

Void Total: 0.00
EDR Total: 61,602.98

Electronic Disbursement Sub Totals: 61,602.98

ACH Payroll Direct Deposit for 12/8/17: 286,490.41

Electronic Disbursement Total: 348,093.39

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 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	EMPLOYMENT V010052	STATE TAX P/E 11/30 PD 12/1	0010-2135 Calif Income Tax W/H	ACH113017	5,987.58	120117A		00010050	12/01/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 11/30 PD 12/1	0029-2135 Calif Income Tax W/H	ACH113017	43.58	120117A		00010050	12/01/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 11/30 PD 12/1	0048-2135 Calif Income Tax W/H	ACH113017	272.24	120117A		00010050	12/01/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 11/30 PD 12/1	0037-2135 Calif Income Tax W/H	ACH113017	98.47	120117A		00010050	12/01/2017
Check Total:					6,401.87				
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0010-2115 Employee Medicare W/H	ACH113017	1,942.15	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0010-2120 Employer Medicare Payable	ACH113017	1,942.15	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0029-2110 Federal Income Tax W/H	ACH113017	165.09	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0029-2115 Employee Medicare W/H	ACH113017	9.58	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0029-2120 Employer Medicare Payable	ACH113017	9.58	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0010-2110 Federal Income Tax W/H	ACH113017	22,705.30	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0037-2110 Federal Income Tax W/H	ACH113017	373.00	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0048-2120 Employer Medicare Payable	ACH113017	59.80	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0037-2115 Employee Medicare W/H	ACH113017	21.64	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0037-2120 Employer Medicare Payable	ACH113017	21.64	120117A		00010051	12/01/2017
EP	INTERNAL REVENUE	FED/MED P/E 11/30 PD 12/1	0048-2110	ACH113017	1,031.18	120117A		00010051	12/01/2017

City of Placentia
Electronic Disbursement Register
For 12/14/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Federal Income Tax W/H						
EP	INTERNAL REVENUE V010054	FED/MED P/E 11/30 PD 12/1	0048-2115 Employee Medicare W/H	ACH113017	59.80	120117A		00010051	12/01/2017
				Check Total:	28,340.91				
EP	ICMA RETIREMENT TRUST V000496	P/E 12/2/17 PD DATE 12/8/17	0029-2170 Deferred Comp Payable - ICMA	PY17025	76.25	2995/1701025		00010052	12/08/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 12/2/17 PD DATE 12/8/17	0010-2170 Deferred Comp Payable - ICMA	PY17025	26,038.00	2995/1701025		00010052	12/08/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 12/2/17 PD DATE 12/8/17	0037-2170 Deferred Comp Payable - ICMA	PY17025	80.25	2995/1701025		00010052	12/08/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 12/2/17 PD DATE 12/8/17	0061-2170 Deferred Comp Payable - ICMA	PY17025	47.87	2995/1701025		00010052	12/08/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 12/2/17 PD DATE 12/8/17	0048-2170 Deferred Comp Payable - ICMA	PY17025	544.75	2995/1701025		00010052	12/08/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 12/2/17 PD DATE 12/8/17	0054-2170 Deferred Comp Payable - ICMA	PY17025	73.08	2995/1701025		00010052	12/08/2017
				Check Total:	26,860.20				
				Type Total:	61,602.98				
				Check Total:	61,602.98				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 19, 2017

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT TO G2 CONSTRUCTION, INC. FOR THE OCTA M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT PROJECT PHASE 4**

FISCAL

IMPACT: EXPENSE: \$200,000 FOR CONSTRUCTION SERVICES
REVENUE: \$160,000 M2 GRANT FUNDS
\$ 38,000 REFUSE FUND UNALLOCATED BALANCE
BUDGETED: \$ 2,000 GENERAL FUND

SUMMARY:

The City of Placentia was awarded a Measure M2 Grant under the Environmental Cleanup Program by the Orange County Transportation Authority (OCTA) to implement a fourth phase of the City's Catch Basin Screen Insert Project (Project). This fourth and final phase of this program will install Automatic Retractable Screens (ARSs) and Connector Pipe Screens (CPSs) at ninety-five (95) catch basin locations throughout the City.

The purpose of these screens is to reduce the amount of pollutants entering the City's storm drain system. New water quality regulations have made these devices a requirement under the City's Storm Water Permit. The City utilized the competitive bid process performed by the County of Orange to procure the services of a contractor to complete the Project. The County of Orange has pre-approved G2 Construction, Inc. (G2 Construction) for cities to use for their Catch Basin Screen Insert Projects and per the City's purchasing and contract guidelines, the City is able to "piggyback" onto other public agencies' bids for public works projects. The total cost of the Project amounts to \$200,000 of which, 75% is reimbursed by OCTA through the grant program. Phase 4 of the City's Project is the last under this grant program and once completed, all four phases of the Project will have retrofitted approximately 60% of the City's catch basins.

RECOMMENDATION:

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

1. Approve the specifications prepared by G2 Construction, Inc., dated May 12, 2017, for the Catch Basin Screen Insert Project; and

1.c.

December 19, 2017

2. Accept the proposal submitted by G2 Construction, Inc. in the amount of \$200,000, and award a Public Works Agreement for OCTA M2 Environmental Cleanup Program Tier 1 – Phase 4, Catch Basin Screen Insert Project to G2 Construction, Inc.; and
3. Adopt Resolution No R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2017-18 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City submitted a competitive grant application for Measure M2 – Environmental Cleanup Program funding (M2 Grant Funds). The City's application was approved for installation of ARSs and CPSs at ninety-five (95) catch basins located throughout the City.

Based upon studies conducted on the top-hinge ARS, the City expects a 90% reduction in transportation-related storm drain pollution after implementing this Project. This includes the most visible forms of pollutants such as litter and debris (plastics, food containers, bags, bottles, paper, cigarette butts, and vegetative debris) which can enter the City's storm drain system, which ultimately drains to the ocean. Installing the ARSs will assist the City in complying with new trash regulations as part of its National Pollutant Discharge Elimination System (NPDES) Permit. This is the fourth and final phase of this project and once completed, approximately 60% of the City's catch basins will have been retrofitted.

The City's procurement ordinance allows for the procurement of goods and services through the use of cooperative purchase agreements. A cooperative purchase agreement is available due to the recent competitive bid process performed by the County of Orange (County). The County has pre-approved G2 Construction for cities to use for their Catch Basin Insert Projects. G2 Construction has agreed to extend the same bid pricing provided to the County to the City for this Project.

In order to facilitate the Project and use the OCTA M2 Grant Funds, it is recommended that the City Council award the contract to G2 Construction to install ARSs and CPSs at ninety-five (95) catch basin locations throughout the City. Based on G2 Construction's proposal, references, and qualifications, Staff recommends awarding the contract to G2 Construction.

FISCAL IMPACT:

A total of \$160,000 in OCTA M2 Environmental Cleanup Program Tier 1 Grant Funds has been allocated to the City for this Project. The grant program requires a twenty-five percent (25%) local match. The Fiscal Year 2017-18 Capital Improvement Program (CIP) Budget includes a total of \$38,000 in State of California Used Oil Payment Program Grant Funds and \$2,000 in General Fund dollars for the City's local match. However, once the City's Certified Annual Financial Report was completed, it was determined that the City would be receiving only \$14,000 in Used Oil Grant

Funds for this fiscal year. To cover the funding gap for the City's local grant match, Staff proposes to utilize \$24,000 in unallocated Refuse Enterprise Funds to make up the difference. Accordingly, CIP Budget Amendment resolution has been prepared for City Council review and consideration to complete the funding for this Project.

Prepared by:



Masoud Sepahi
City Engineer

Reviewed and approved:



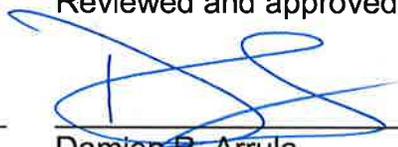
Luis Estevez
Director of Public Works

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Public Works Agreement with G2 Construction, Inc.
2. Resolution R-2017-XX

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
OCTA M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1- PHASE 4
CATCH BASIN SCREEN INSERT PROJECT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 21st day of November, 2017 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and G2 Construction Inc., (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of Catch Basin Screens, Phase 4 as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean G2 Construction Inc., a (California corporation, partnership, individual) located at 1352 E. Borchard Ave., Santa Ana, CA 92705.
- (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 **Two hundred Thousand Dollars (\$200,000.00)** (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-five percent (95%) 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 five percent (5%) 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 November 3rd, 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:

Eric H. Taylor

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, INDEMNIFICATION AND BONDS

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, insurance 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 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

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

7.0 RECORDS AND REPORTS

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

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

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

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

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the 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-five percent (95%) 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 five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Masoud Sepahi, PE, City Engineer

To Contractor:
Eric H. Taylor
1352 E. Borchard Avenue
Santa Ana, CA 92705

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

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

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that

applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

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

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

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

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

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary

design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

8.30 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.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Patrick Melia, City Clerk

APPROVED AS TO FORM:

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

Christian L. Bettenhausen, City Attorney

Date: _____

Project No. PW-2017-18

APPROVED AS TO INSURANCE:

_____ Date: _____
Stephen Pischel, Director of Administrative Services

APPROVED AS TO CONTENT:

_____ Date: _____
Luis Estevez, Director of Public Works

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions

precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

**CITY OF PLACENTIA
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to _____, a California corporation (hereinafter "Principal"), an Agreement, dated _____, 20____ ("Agreement") whereby Principal agreed to provide construction services including _____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars (\$_____) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)
SURETY
By _____

ADDRESS

(Seal)
PRINCIPAL
By X _____
X _____

ADDRESS

APPROVED:

CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

Project No. PW-2017-18

EXHIBIT A

Scope of services to be performed per the G2 Construction's proposal, dated May 16th, 2017, in addition to all the provisions, requirements and standards stipulated in this agreement.



Lic #801253 - A, C8, C60
 1352 E Borchard Ave
 Santa Ana, CA 92705
 714.748.4242

PROPOSAL

City of Placentia Public Works, Catch Basin Screens Phase 4

OCTA Measure M2 Environmental Cleanup Program, Tier 1

Customer: **City of Placentia**
 401 E. Chapman Ave.
 Placentia, CA 92870

Prepared: 11/15/2017

Contacts: Masoud Sepahi, City Engineer
 714.993.8132
msepahi@placentia.org

Eric H. Taylor
 By: Eric H Taylor
 714.679.2550
etaylor@G2Construction.com

DESCRIPTION

City of Placentia, Catch Basin Screens Phase 4 Project (G2 ARS & CPS). Per the City's target catch basins in 3 areas of the City, G2 proposes to install G2's ARS CL12™ and full-capture CPS-Mod™ in 95 catch basins that currently have no installed devices. Key areas targeted include the commercial district in the NorthEast, the arterial streets in the Central, West, and South of the City.

Products and services included custom fabrication and installation of ARS CL12 and CPS devices made of stainless steel (approved for OCTA Measure M2 Tier 1 funding). Plus warranty.

Count	Street	Cross St.	Lat	Long	Side	CB "W"	ARS Model	ARS Unit Price*	CPS Unit Price*	Ext. Price
1	All American Way	ChapmanAve.	33.87148	-117.86006	West	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
2	All American Way	ChapmanAve	33.87148	-117.86006	East	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
3	Alta Vista St.	Van Buren	33.87493	-117.83196	North	7	G2-ARS-07	\$929	\$550	\$1,479
4	1320 Alta Vista St.	Swail Dr.	33.87435	-117.83949	South	7	G2-ARS-07	\$929	\$550	\$1,479
5	1331 Alta Vista St.	Swail Dr.	33.87435	-117.83949	South	7	G2-ARS-07	\$929	\$550	\$1,479
6	1334 Alta Vista St.	Swail Dr.	33.87423	-117.83909	North	7	G2-ARS-07	\$929	\$550	\$1,479
7	402 Alta Vista St.	KraemerBlvd	33.87646	-117.86202	North	7	G2-ARS-07	\$929	\$550	\$1,479
8	394 Alta Vista	KraemerBlvd	33.87652	-117.86248	North	7	G2-ARS-07	\$929	\$550	\$1,479
9	606 West Bastanchury Rd	GilmanCir.	33.89629	-117.87502	South	4	G2-ARS-05	\$588	\$550	\$1,138
10	West Bastanchury Rd.	GilmanCir.	33.89640	-117.87486	North	14	G2-ARS-14	\$1,469	\$550	\$2,019
11	1002 Bastanchury Rd	Spahn Ln.	33.89928	-117.84557	North	7	G2-ARS-07	\$929	\$550	\$1,479
12	1002 Bastanchury Rd.	Spahn Ln.	33.89928	-117.84557	South	4	G2-ARS-05	\$588	\$550	\$1,138
13	625 Bastanchury Rd	Gilman Cir. / Pla	33.89640	-117.87486	N	14	G2-ARS-14	\$1,469	\$550	\$2,019
14	1078 Bradford	CarlsonLn	33.88278	-117.86734	West	7	G2-ARS-07	\$929	\$550	\$1,479
15	191 Bradford Ave./ Krae	Annec Dr./ Chap	33.87384	-117.86990	East	7	G2-ARS-07	\$929	\$550	\$1,479
16	191 Bradford Ave./ Krae	Annec Dr./ Chap	33.87381	-117.86991	West	5	G2-ARS-05	\$588	\$550	\$1,138
17	1080 Bradford Ave.	CarlsonLn	33.88282	-117.86732	East	7	G2-ARS-07	\$929	\$550	\$1,479
18	1050 Bradford Ave.	CarlsonLn	33.88254	-117.86741	West	7	G2-ARS-07	\$929	\$550	\$1,479
19	1044 Bradford Ave.	CarlsonLn	33.88254	-117.86741	West	7	G2-ARS-07	\$929	\$550	\$1,479
20	3360 Bradford Ave.	DoverfieldDr	33.88473	-117.86677	East	4	G2-ARS-05	\$588	\$550	\$1,138

21	1502 Brookhaven Ave.	Yorba Linda Blvd	33.88948	-117.85924	West	21	G2-ARS-21	\$2,459	\$550	\$3,009
22	1501 Brookhaven Ave.	Yorba Linda Blvd	33.88948	-117.85924	East	21	G2-ARS-21	\$2,459	\$550	\$3,009
23	1208 Buena Vista Ave	Rose Dr.	33.87973	-117.84326	North	7	G2-ARS-07	\$929	\$550	\$1,479
24	888 W Crowther	Placentia	33.86565	-117.88082	North	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
25	875 W Crowther	Placentia	33.86563	-117.88088	North	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
26	865 W Crowther	Placentia	33.86566	-117.88077	South	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
27	352 W Crowther Ave.	Evelyn Pl./ Melro	33.86724	-117.87482	South	7	G2-ARS-07	\$929	\$550	\$1,479
28	370 W Crowther Ave.	Evelyn Pl./ Melro	33.86721	-117.87494	North	7	G2-ARS-07	\$929	\$550	\$1,479
29	263 W Crowther Ave.	Melrose	33.86750	-117.87366	North	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
30	259 Crowther Ave.	Melrose	33.86753	-117.87354	North	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
31	254 Crowther Ave.	Melrose	33.86757	-117.87339	South	18	G2-ARS-21	\$2,459	\$550	\$3,009
32	252 Crowther Ave.	Melrose	33.86757	-117.87339	South	18	G2-ARS-21	\$2,459	\$550	\$3,009
33	223 Crowther Ave.	Melrose	33.86768	-117.87300	North	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
34	252 Crowther Ave.	Melrose	33.86772	-117.87285	South	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
35	252 Crowther Ave.	Melrose	33.86772	-117.87285	South	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
36	Jefferson	Alta Vista St.	33.87427	-117.83716	North	7	G2-ARS-07	\$929	\$550	\$1,479
37	Jefferson St.	Hill St.	33.87621	-117.83726	West	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
38	Jefferson St.	Hill St.	33.87621	-117.83726	East	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
39	1918 Kraemer Blvd.	Bastanchury Rd	33.89677	-117.86355	West	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
40	1602 La Paloma	Van Buren	33.86564	-117.83110	North	4	G2-ARS-05	\$588	\$550	\$1,138
41	1601 La Paloma	Van Buren	33.86564	-117.83110	South	4	G2-ARS-05	\$588	\$550	\$1,138
42	Linda Vista St.	Rose / Pacifica	33.88566	-117.84422	West	14	G2-ARS-14	\$1,469	\$550	\$2,019
43	Linda Vista St.	Rose / Pacifica	33.88566	-117.84422	East	10?	G2-ARS-10	\$1,119	\$550	\$1,669
44	421 S Melrose St	Crowther	33.86712	-117.87413	West	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
45	403 S Melrose St	Crowther	33.86722	-117.87409	East	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
46	401 S Melrose St	Crowther	33.86722	-117.87409	East	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
47	1605 Oak St.	Van Buren St.	33.86711	-117.83109	North	4	G2-ARS-05	\$588	\$550	\$1,138
48	117 W Orangethorpe Av	MelroseSt.	33.86240	-117.87266	North	21	G2-ARS-21	\$2,459	\$550	\$3,009
49	162 Orangethorpe Ave.	MelroseSt.	33.86276	-117.87133	South	7	G2-ARS-07	\$929	\$550	\$1,479
50	219 Orangethorpe Ave.	MelroseSt.	33.86313	-117.86985	North	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
51	332 Orangethorpe Ave.	N Partridge, Ana	33.86395	-117.86637	South	4	G2-ARS-05	\$588	\$550	\$1,138
52	573 E Palm Dr.	ValenciaAve.	33.88596	-117.85513	North	14	G2-ARS-14	\$1,469	\$550	\$2,019
53	E Palm Dr.	Roxborough Dr.	33.88454	-117.85083	North	4	G2-ARS-05	\$588	\$550	\$1,138
54	1612 Placencia Ave.	Palm Dr.	33.89200	-117.87286	East	10	G2-ARS-10	\$1,119	\$550	\$1,669
55	1874 N. Placentia Ave	Bastanchury Rd.	33.89687	-117.87233	East	7	G2-ARS-07	\$929	\$550	\$1,479
56	2181 Placentia Ave	RospawWay	33.89831	-117.87236	West	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
57	N Rose Dr.	Imperial 90	33.90456	-117.84212	East	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
58	3385 N Rose Dr	Imperial 90	33.90502	-117.84214	East	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
59	N Rose Dr.	Imperial 90	33.90470	-117.84233	West	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
60	1275 N Rose Dr.	Yorba Linda Blvd	33.88575	-117.84278	North	14	G2-ARS-14	\$1,469	\$550	\$2,019
61	N Rose Dr.	Yorba Linda /Mo	33.88584	-117.84252	East	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
62	N Rose Dr.	Yorba Linda /Mo	33.88584	-117.84252	East	7	G2-ARS-07	\$929	\$550	\$1,479
63	N Rose Dr.	Montevide Dr.	33.88653	-117.84203	East	7	G2-ARS-07	\$929	\$550	\$1,479
64	N Rose Dr.	Palm Dr.	33.88287	-117.84387	East	4	G2-ARS-05	\$588	\$550	\$1,138

65	N Rose Dr.	Palm Dr.	33.88281	-117.84401	West	4	G2-ARS-05	\$588	\$550	\$1,138
66	N Rose Dr.	BuenaVista Ave	33.87995	-117.84362	East	4	G2-ARS-05	\$588	\$550	\$1,138
67	N Rose Dr.	Yorba Linda Blvd	33.88870	-117.84166	East	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
68	437 Rospaw Way	PlacentiaAve	33.89823	-117.87209	South	7	G2-ARS-07	\$929	\$550	\$1,479
69	438 Rospaw Way	PlacentiaAve.	33.89823	-117.87209	North	21	G2-ARS-21	\$2,459	\$550	\$3,009
70	1360 Roxborough Cr	Palm Dr.	33.88483	-117.85057	East	14	G2-ARS-14	\$1,469	\$550	\$2,019
71	1357 Roxborough Dr	Palm Dr.	33.88472	-117.85058	West	14	G2-ARS-14	\$1,469	\$550	\$2,019
72	8 Valencia	Yorba Linda Blvd	33.88951	-117.85493	East	7	G2-ARS-07	\$929	\$550	\$1,479
73	1580 Valencia Ave.	Tahoe Dr	33.89041	-117.85494	West	4	G2-ARS-05	\$588	\$550	\$1,138
74	1477 Valencia Ave	HighlanderAve	33.88818	-117.85488	East	4	G2-ARS-05	\$588	\$550	\$1,138
75	1433 Valencia Ave.	RockawayDr	33.88753	-117.85488	West	7	G2-ARS-07	\$929	\$550	\$1,479
76	1421 Valencia Ave.	RockawayDr	33.88743	-117.85488	East	7	G2-ARS-07	\$929	\$550	\$1,479
77	1382 Valencia Ave.	Palm Dr.	33.88615	-117.85485	West	7	G2-ARS-07	\$929	\$550	\$1,479
78	1381 Valencia Ave.	Palm Dr.	33.88606	-117.85485	East	4	G2-ARS-05	\$588	\$550	\$1,138
79	393 N Van Buren	Alta Vista St.	33.87515	-117.83148	West	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
80	631 S Van Buren St.	La Paloma	33.86537	-117.83132	West	10	G2-ARS-10	\$1,119	\$550	\$1,669
81	393 N Van Buren St.	Alta Vista	33.87515	-117.83148	West	14x	G2-ARS-14x	\$1,669	\$550	\$2,219
82	700 Van Buren St.	Sierra Vista & Si	33.86472	-117.83133	East	10	G2-ARS-10	\$1,119	\$550	\$1,669
83	1213 Yorba Linda Blvd	Rose Dr	33.88830	-117.84129	North	21x	G2-ARS-21x	\$2,659	\$550	\$3,209
84	Yorba Linda Blvd.	ValenciaAve.	33.88938	-117.85515	North	4	G2-ARS-05	\$588	\$550	\$1,138
85	601 Yorba Linda Blvd.	ValenciaAve.	33.88938	-117.85465	North	7	G2-ARS-07	\$929	\$550	\$1,479
86	Yorba Linda Blvd	ValenciaAve.	33.88938	-117.85429	North	21	G2-ARS-21	\$2,459	\$550	\$3,009
87	Yorba Linda Blvd	Brookhaven Ave	33.88930	-117.85900	North	14	G2-ARS-14	\$1,469	\$550	\$2,019
88	201 Yorba Linda Blvd.	Palm Dr	33.88791	-117.86326	North	7	G2-ARS-07	\$929	\$550	\$1,479
89	993 E Yorba Linda Blvd	Linda Vista	33.88860	-117.84584	North	4	G2-ARS-05	\$588	\$550	\$1,138
90	993 E Yorba Linda Blvd	Linda Vista	33.88860	-117.84584	Median/	4	G2-ARS-05	\$588	\$550	\$1,138
91	993 E Yorba Linda Blvd	Linda Vista	33.88860	-117.84584	Median/	4	G2-ARS-05	\$588	\$550	\$1,138
92	993 E Yorba Linda Blvd	Linda Vista	33.88860	-117.84584	South	4	G2-ARS-05	\$588	\$550	\$1,138
93	Connecticut	E/o KraemerBlvd	33.87335	-117.86279	North	5	G2-ARS-05	\$588	\$550	\$1,138
94	Connecticut	E/o KraemerBlvd	33.87335	-117.86279	South	4	G2-ARS-05	\$588	\$550	\$1,138
95	1455 Munoz Pl.	Granger Dr.	33.87934	-117.83517	North	4	G2-ARS-05	\$588	\$550	\$1,138
Next Yr	209 E Bastanchury	Van Buren	33.89652	-117.86332	North	21x	G2-ARS-21x	\$2,659	\$550	na
Next Yr	335 Orangethorpe Ave.	N Partridge, Ana	33.86395	-117.86637	North	21x	G2-ARS-21x	\$2,659	\$550	na
Next Yr	851 E Yorba Linda Blvd	Hamer Dr	33.88943	-117.84934	North	18	G2-ARS-21	\$2,459	\$550	na

Notes & Conditions:

- 1 Field conditions to determine final installs of ARS & CPS.
- 2 Quote includes bond costs
- 3 *OCPW Master Purchase Agreement Pricing
 - > Discharge pipe size to be adjusted for actual size.

SubTotal	\$181,552.00
Discount - Combo	-\$4,750.00
Catch Basin Cleaning	\$4,275.00
Traffic Control	\$12,873.00
Bonds	\$6,050.00
Total	\$200,000.00

Project No. PW-2017-18

EXHIBIT B

All work shall be substantially complete within 50 Working days of the notice to proceed.

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General

Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.

- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

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: Catch Basin Screens Phase 4
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. PW-2017-18

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2017

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 Strachota Insurance Agency, Inc. - Temec 27710 Jefferson Ave., Ste. 100 Temecula CA 92590	CONTACT NAME: Lawrence Potter PHONE (A/C, No, Ext): (951) 676-2229 FAX (A/C, No): (951) 676-7391 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Gemini Ins Co</td> <td>10833</td> </tr> <tr> <td>INSURER B: Landmark Amer Ins Co</td> <td>33138</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER D: Cypress Insurance Company</td> <td>10855</td> </tr> <tr> <td>INSURER E: American Fire and Casualty Com</td> <td>24066</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Gemini Ins Co	10833	INSURER B: Landmark Amer Ins Co	33138	INSURER C: RSUI Indemnity Company	22314	INSURER D: Cypress Insurance Company	10855	INSURER E: American Fire and Casualty Com	24066	INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Gemini Ins Co	10833													
INSURER B: Landmark Amer Ins Co	33138													
INSURER C: RSUI Indemnity Company	22314													
INSURER D: Cypress Insurance Company	10855													
INSURER E: American Fire and Casualty Com	24066													
INSURER F:														
INSURED (714) 748-4242 G2 Construction, Inc. a CA Corp. Neal Brown, Lisa Brown and John Alvarado (as individuals) 1352 East Borchard Ave Santa Ana CA 92705														

COVERAGES **CERTIFICATE NUMBER:** Cert ID 5676 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	LHA139241 Ded: \$2,500	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
E	<input checked="" type="checkbox"/> 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"/> NONOWNED AUTOS		BAA57131811	02/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> INED <input type="checkbox"/> OPTENTIONS		NHA241858	02/01/2017	02/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	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 <input type="checkbox"/> N/A	GTWC807086	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> PER STA/LITE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors and Omissions		HPMDP0030900	02/27/2016	02/27/2017	Aggregate \$ 1,000,000 \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Placentia, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors are named as an additional insured as respects to general liability per attached endorsement RSG150170615.

CERTIFICATE HOLDER **CANCELLATION**

City of Placentia Attn: City Engineer 401 East Chapman Ave Placentia CA 92870	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET – YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization: Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

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; and/or "your work" defined for the additional insured(s) designated above included in the "products-completed operations hazard".

This endorsement effective 02/01/2017
forms part of Policy Number LHA139241
issued to G2 CONSTRUCTION INC.
by Landmark American Insurance Company

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.

Project No. PW-2017-18

RESOLUTION NO. R-2017-75

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
Measure M	County Grants	Public Works	180000-4210	(40,000.00)	Revenue
Measure M	Trsf Out to CIP	Public Works	189999-8033	(40,000.00)	Trsf Out
CIP Fund	Trsf in from Measure M	Public Works	330000-7018	(40,000.00)	Trsf In
CIP Fund	Catch Basin Screens Phase IV	Public Works	333557-6185	(40,000.00)	Expense
Misc Grants	Fund Balance	Environ. Svcs.	0050-3001	24,000.00	Fund Bal
Misc Grants	Trsf Out to CIP	Environ. Svcs.	504315-8033	(24,000.00)	Trsf Out
Refuse Admin	Fund Balance	Environ. Svcs.	0037-3001	(24,000.00)	Fund Bal
Refuse Admin	Trsf Out to CIP	Environ. Svcs.	374386-8033	24,000.00	Trsf Out
CIP Fund	Transfer In from Misc Grants	Public Works	330000-7050	(24,000.00)	Trsf In
CIP Fund	Transfer In from Refuse Admin	Public Works	330000-7037	24,000.00	Trsf In

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 19th 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 19th 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

RESOLUTION NO. R-2017-75
PAGE 2 OF 2



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 19, 2017

SUBJECT: **AGREEMENT WITH THE CITY OF FULLERTON FOR THE
CHAPMAN/PLACENTIA AVENUE INTERSECTION PAVEMENT
REHABILITATION PROJECT**

FISCAL

IMPACT: EXPENSE: \$40,000
REVENUE: \$40,000 MEASURE M2

No general fund dollars will be utilized on this project

SUMMARY:

The Chapman / Placentia Avenue Intersection pavement project is a joint project between Placentia and the City of Fullerton (Fullerton) to repave the intersection of Chapman and Placentia Avenues between Placentia Avenue and just west of the 57 Freeway onramp (the "Project"). To share in cost efficiencies and advance paving work sooner, Measure M2 funds were budgeted in the Fiscal Year 2017-18 Capital Improvement Program (CIP) Budget to cover the cost of the Project. The proposed recommended actions would approve a Letter Cooperative Agreement with Fullerton to reimburse Fullerton for the cost of the work occurring within Placentia.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the Letter Cooperative Agreement with the City of Fullerton for the Placentia/Chapman Avenues intersection Pavement Rehabilitation Project; and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The Chapman / Placentia Avenue Intersection pavement project is a joint project between Placentia and the City of Fullerton (Fullerton) to repave the intersection of Chapman and Placentia Avenues (the "Project.") The City of Fullerton is repaving its portion of Chapman Avenue between Placentia Avenue and just west of the 57 Freeway onramp at Fullerton's expense. To share in cost efficiencies and advance paving work sooner, Measure M2 funds were budgeted in the Fiscal Year 2017-18 Capital Improvement Program (CIP) Budget to cover the cost of the Project. The

1.d.

December 19, 2017

proposed recommended actions would approve a Letter Cooperative Agreement between the Cities of Placentia and Fullerton to reimburse Fullerton for the cost of repaving Placentia's intersection.

The proposed improvements at the intersection of Chapman and Placentia Avenues include cold milling of existing asphalt concrete and replacing it with new pavement. Other work includes new traffic striping, and traffic signal loop detectors. The Engineer's Estimate for this work is \$33,000. The Project will complete the pavement rehabilitation of Placentia Avenue from Chapman Avenue to Ruby Drive which coincides with pavement rehabilitation work being completed by the City of Fullerton on Chapman and Nutwood Avenues.

FISCAL IMPACT:

The City's contribution toward the cost of this work is a not-to-exceed amount of \$40,000 in Measure M2 funds. These funds have been budgeted in the Fiscal Year 2017-18 CIP Budget for the Project. No general fund dollars will be used on this Project.

Prepared by:



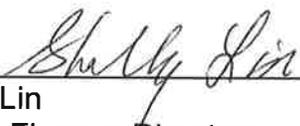
Masoud Sepahi
City Engineer

Reviewed and approved:



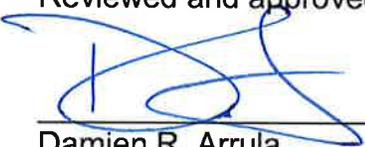
Luis Estevez
Director of Public Works

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Letter Cooperative Agreement with the City of Fullerton

Reviewed and approved:

City of Placentia

Luis Estevez
Director of Public Works

Date

Damien R. Arrula
City Administrator

Date

Cc: File



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM FINANCE DIRECTOR

DATE: DECEMBER 19, 2017

SUBJECT: **MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2016-17**

FISCAL
IMPACT: NONE

SUMMARY:

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one-half percent (1/2%) sales tax for a 20 year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Measure M (M2). M2 is a 30-year, multi-billion dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year. Adoption of the resolution will approve and adopt the M2 Expenditure Report for submittal to the Orange County Transportation Authority (OCTA) as part of the M2 compliance.

RECOMMENDATION:

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

Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, Concerning the Measure M2 Expenditure Report for the City of Placentia for the Fiscal Year ending June 30, 2017.

DISCUSSION:

The expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to M2 funds and other improvement funds. The report accounts for funds received, interest earned, and use of M2 and other funds. The report is used to validate eligible use of funds and must be submitted within six (6) months following the end of the City's fiscal year.

FISCAL IMPACT:

There is no fiscal impact. The M2 Expenditure Report is a receive and file document that is a required component of M2 compliance and must be submitted in order to qualify for current and future M2 funding.

1.e.

December 19, 2017

Prepared by:



Interim Sr. Accountant II
Shirley Tung

Reviewed and approved:



Interim Finance Director
Shally Lin

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution No. R-2017-XX

RESOLUTION NO. R-2017-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF PLACENTIA FOR THE FISCAL YEAR ENDING JUNE 30, 2017.

WHEREAS, Local Transportation Authority Ordinance No. 3 requires local jurisdictions to adopt an annual Expenditure Report to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction that satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the Orange County Transportation Authority each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of Measure M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA, does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year (Exhibit "A").
- b) The M2 Expenditure Report is hereby adopted by the City of Placentia.
- c) The City of Placentia Chief Financial Officer is hereby authorized to sign and submit the Measure M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2017.

PASSED, APPROVED AND ADOPTED on the 19th day of December, 2017.

Craig Green, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 6th day of December, 2016 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 19, 2017

SUBJECT: SECOND 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

SUMMARY:

Chapter 8.28 of the Municipal Code currently regulates and prohibits smoking inside any building or structure owned or leased by the city for governmental purposes. This ordinance would broaden the prohibition of smoking to prohibit smoking at all City facilities, including parks, civic center(s), community centers, and the parking lots, open areas, and enclosed fenced areas of all parks and public facilities. This ordinance would expand the definition of smoking to include marijuana and other new technologies such as vaping. On December 5, 2017, City Council held a public hearing in which public comments were received, and the City Council approved the first reading of the ordinance. This recommended action would approve the second reading and adoption of the ordinance, to take effect on January 18, 2017.

RECOMMENDATION:

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

1. Waive full reading, by title only, and adopt Ordinance 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; and
2. 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

1.f.

December 19, 2017

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.

BACKGROUND:

On March 7, 2017, the City Council conducted a Study Session to review the draft ordinance and to receive public comments. Staff was directed to receive public comments and return to City Council with an ordinance that would broaden the prohibition of smoking in City facilities to prohibit smoking at all City facilities, including parks, civic center(s), and community centers. On December 5, 2017, the City Council held a public hearing in which public comments were received, and the City Council approved the first reading of the ordinance.

DISCUSSION:

Chapter 8.28 of the Placentia Municipal Code (PMC) currently regulates and prohibits smoking inside any building or structure owned or leased by the City for governmental purposes. The proposed ordinance would broaden the prohibition of smoking in City facilities to prohibit smoking at all City facilities, including parks, civic center(s), and public facilities. This prohibition would include parking lots, open areas, plazas, and enclosed fenced areas of all the aforementioned facilities. It would also include areas within fifty (50) feet of any park perimeter, provided that if any such perimeter encroaches on private property, the prohibition will not apply to persons and private (non-city) vehicles in route along the public streets and sidewalks, or to private properties not included in the definitions section of the ordinance.

This ordinance would prohibit cigarette smoking, as well as marijuana smoking, electronic cigarettes ("e-cigarettes") and other electronic smoking paraphernalia, such as vaporizers. In essence, this ordinance would establish that any place where tobacco smoking is prohibited, so too is the use of marijuana and/or e-cigarettes and vaping devices. It is the determination of Staff and the City Attorney that the ordinance as written would apply to Tri-City Park (it is defined as a City Park by PMC 14.08.010) and all future City-owned and/or operated facilities and other public facilities such as the future Metrolink Station and associated parking structure.

Based on direction received at the December 5, 2017 Public Hearing, first reading of the Ordinance was conducted with a minor amendment to Section 8.28.030 of the Ordinance. Staff also received direction to include the words "no vaping" on the future no smoking signage to be posted at City facilities. a minor change was made

PUBLIC OUTREACH:

Staff anticipates taking a multi-faceted approach to educating the public regarding the new adopted regulations. A press release will be prepared summarizing the ordinance and the how it may affect the public. Also, communication will be disseminated via the City Administrator's Weekly Report (possibly multiple times) and via the City website.

FISCAL IMPACT:

It is anticipated that approximately 50 signs would be needed citywide. Based on the cost of very similar signs, Staff estimates that each sign would cost \$30. Adequate funds have been budgeted in the Fiscal Year 2017-18 General Fund Operating Budget for street signs in the Street Maintenance Fund.

CEQA:

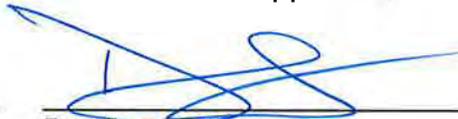
The potential environmental impacts of the ordinance have been analyzed in accordance with the California Environmental Quality Act (CEQA). The proposed ordinance is exempt from further environmental analysis per 14 California Code of Regulations Section 15378(b)(5) because the amendments are not considered a project. The proposed amendments to the PMC are a government administrative activity that will not result in direct or indirect physical changes to the environment.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance No. O-2017-XX

ORDINANCE NO. O-2017-12

AN ORDINANCE 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

City Attorney's Summary

An ordinance amending the City of Placentia Municipal Code whereby Chapter 8.28 of Title 8 (Health and Sanitation) of the Municipal Code is repealed and replaced with a new Chapter 8.28 to expressly prohibit smoking of tobacco products and marijuana in all city facilities including the civic center complex, city parks and public facilities. Chapter 8.28 of the Municipal Code currently regulates and prohibits smoking inside any building or structure owned or leased by the city for governmental purposes. The proposed Ordinance would broaden the prohibition of smoking in city facilities to prohibit smoking at all city facilities, including parks, civic center(s), and public facilities. This prohibition would include parking lots, open areas, plazas, and enclosed fenced areas of all the aforementioned facilities. It would also include areas within fifty (50) feet of any park perimeter, provided that if any such perimeter encroaches on private property, the prohibition will not apply to persons and private (non-city) vehicles in route along the public streets and sidewalks, or to private properties not included in the definitions section of the Ordinance. The proposed environmental impacts of the ordinance have been analyzed in accordance with the California Environmental Quality Act (CEQA). The proposed ordinance is exempt from further environmental analysis per 14 California Code of Regulations Section 15378(b)(5) because the amendments are not considered a project. The proposed amendments to the Placentia Municipal Code are a government administrative activity that will not result in direct or indirect physical changes to the environment.

WHEREAS, parks provide one of the few affordable entertainment options for individuals and families; and

WHEREAS, the City of Placentia's current smoking ordinance recognizes the danger to health and prohibits smoking tobacco products within public buildings; and

WHEREAS, in 2016, the State of California expanded the definition of tobacco products to include electronic cigarettes, extending state regulations and prohibitions relating to tobacco products to also include electronic cigarettes; and

WHEREAS, on November 8, 2016, the electorate of the State of California approved Proposition 64 ("Prop 64"), known as the Adult Use of Marijuana Act ("AUMA"), which is codified in various sections of the California Health and Safety Code and the California Business and Professions Code. The AUMA allows adults 21 and older to use, possess, and cultivate limited amounts of marijuana, establishes a state licensing and regulatory scheme for marijuana businesses serving the recreational market, and

expressly allows local jurisdictions to prohibit outdoor cultivation of marijuana for personal use, to regulate indoor cultivation of marijuana for personal use, and to prohibit all non-medical and recreational marijuana businesses from locating and operating within their jurisdictions; and

WHEREAS, the AUMA provides that its provisions shall not be construed to permit any person to smoke marijuana or marijuana products in public places or in places where smoking tobacco is prohibited; and

WHEREAS, the AUMA permits local government agencies to prohibit the smoking of marijuana within buildings owned, leased, or occupied by the local government agency; and

WHEREAS, subdivision (a) of Section 7597 of the California Government Code prohibits smoking in public buildings and extends the smoking ban to outdoor areas within twenty (20) feet of main exits, entrances, and operable windows of public buildings; and

WHEREAS, subdivision (b) of Section 7597 of the California Government Code authorizes cities to enact smoking and tobacco control ordinances that are more restrictive than those provided for in Chapter 32 of the California Government Code; and

WHEREAS, it is well documented that smoking tobacco products is not only injurious to the health of the smokers themselves, but is also harmful to otherwise healthy adult nonsmokers and child bystanders by exposing them to second-hand smoke, which can cause heart disease, strokes and lung cancer, as well as allergic or irritative reactions; and

WHEREAS, tobacco and marijuana litter and matches dropped in parks are particularly dangerous to young children who step on them or ingest them, sometimes while they are still hot, and creates additional work for maintenance staff; and

WHEREAS, tobacco products are, in addition, poisonous to wildlife which inhabit or visit the parks and are generally detrimental to the environment; and

WHEREAS, prohibiting all smoking in the City's parks, Civic Center and other City-owned or operated facilities and adjacent public areas will ensure that nonsmokers may breathe air free from the hazardous effects of secondhand smoke, will protect the public's health, comfort and welfare and promote a healthier environment; and

WHEREAS, all legal prerequisites prior to the adoption of this ordinance have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES ORDAIN AS FOLLOWS:

SECTION 1: Findings. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2: Amending Title 8. Title 8 of the Placentia Municipal Code is hereby amended with the repeal of Chapter 8.28 (Smoking in Public Places) in its entirety and adding a new Chapter 8.28 to read as follows:

Chapter 8.42 Smoking in and Around Public Facilities Prohibited

8.28.010. Purpose and findings.

The City Council finds that the smoking of tobacco products is a medically documented danger to health and a material annoyance, inconvenience, discomfort and health hazard to those who are present in confined and unconfined spaces. In order to reduce exposure to environmental tobacco and marijuana smoke and to serve public health, safety and welfare, the declared purpose of this Chapter is to prohibit the smoking of tobacco products and marijuana in public facilities owned or operated by the City of Placentia as stated and required in this Chapter.

8.28.020. Definitions.

For purposes of this Chapter, the following definitions apply:

- A. "Civic Center" means any city governmental building or facility established for the use by or service to the residents of the city.
- B. "Civic Center Plaza" means the public complex located at 401-411 E. Chapman Avenue.
- C. "Marijuana" has the meaning set forth in Section 11018 of the California Health and Safety Code.
- D. "Marijuana products" has the meaning set forth in Section 11018.1 of the California Health and Safety Code.
- E. "Park" means "city park," as the same is defined in Section 14.08.010 of the Municipal Code.
- F. "Public Facility" means and includes any of the following, which is owned, leased or operated by the City of Placentia, but that does not include facilities used as multifamily residential buildings:
 - (1) Any building, structure or room within a building enclosed by a roof and four (4) walls with appropriate openings for ingress and egress.

- (2) Any motor vehicle enclosed by a roof with appropriate openings for ingress and egress.
- G. "Smoke" or "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoke" and "smoking" include the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.
- H. "Tobacco product" means any of the following:
 - (1) A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.
 - (2) An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.

8.28.030. Smoking Prohibited.

No person shall smoke any tobacco product, marijuana or marijuana products within any area posted as a no smoking area by the city by signs of sufficient number and posted in such locations as to be readily seen by persons within such area. This shall include the following areas:

- A. Within Civic Center Plaza, including the parking lot, open areas, and enclosed fenced areas of Civic Center Plaza.
- B. Within a civic center, including the parking lot, open areas, and enclosed fenced areas of a civic center.
- C. Within parks, including within fifty (50) feet of any park perimeter, provided that if any such perimeter encroaches on private property, this Section's prohibition shall not apply to the private property. This prohibition shall also not apply to persons and vehicles in route on public streets and sidewalks.
- D. Within public facilities, including the parking lot, open areas, and enclosed fenced areas of public facilities.

8.28.040. Disposal of tobacco product waste.

No person shall dispose of any part of any tobacco product, marijuana or marijuana products in any place where smoking is prohibited.

8.28.050. Enforcement.

Any city employee authorized to enforce violations of this Code or state law may enforce the regulations established by this Chapter.

8.28.060. Violations and penalties.

- A. Any violation of this Chapter shall be deemed an infraction and shall be punishable in accordance with Chapter 1.08 of this Code and state law. The remedies set forth herein shall be in addition to any other remedies available at law or in equity.
- B. Ejection. Any person who violates this Chapter shall be subject to ejection from the park, Civic Center, Civic Center Plaza or Public Facility where the violation occurs by any city employee authorized to enforce violations of this Code or state law.

SECTION 3: Inconsistent Code Provisions. Any provision of the Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 4: Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable. The City Council declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 5: CEQA Determination. The environmental impacts of the Ordinance have been analyzed in accordance with the California Environmental Quality Act (CEQA). The proposed ordinance is exempt from further environmental analysis per 14 California Code of Regulations Section 15378(b)(5) because the amendments are not considered a project. The proposed amendments to the Placentia Municipal Code are a government administrative activity that will not result in direct or indirect physical changes to the environment.

There is no possibility that the proposed Ordinance will have a significant effect on the environment.

SECTION 6: Effective Date. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published

and posted pursuant to the provisions of law in that regard. This Ordinance shall take effect thirty (30) days after its final passage.

PASSED AND ADOPTED this 19th day of December, 2017.

CRAIG GREEN, MAYOR

ATTEST:

PATRICK J, MELIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF PLACENTIA)

I, Patrick J. Melia, City Clerk of the City of Placentia, California, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia held on the 19th day of December, 2017, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

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: SENIOR MANAGEMENT ANALYST

DATE: DECEMBER 19, 2017

SUBJECT: **AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH IRWIN BORNSTEIN**

FISCAL
IMPACT: EXPENSE: NOT-TO-EXCEED \$65,000

SUMMARY:

In January 2017 the City entered into a Professional Services Agreement with Irwin Bornstein for assistance with financial consulting services. This action would extend the timeline for additional temporary financial consulting services until December 31, 2018. Costs associated with the contract services would be paid for utilizing the salary savings derived from the vacant Finance positions.

RECOMMENDATION:

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

1. Approve Amendment No. 3 to Professional Services Agreement with Irwin Bornstein for an additional not-to-exceed amount of \$65,000 and an extended contract end date of December 31, 2018; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In order to assist with the Finance Department operations and provide high level professional financial support during the City's recovery process, the City entered into an agreement with Irwin Bornstein to provide temporary financial consulting services.

The updated scope of work with Irwin Bornstein would provide for services through December, 2018. The additional services include a review of the overall financial condition of the City including cash projections, managing the citywide annual fee study, assisting with the Citizens Fiscal Sustainability Task Force 10-year forecast and work plan, implementing a new budgeting module and providing recommendations to the City Administrator on goals and objectives for the Finance Department. As the recruitment for a permanent Director of Finance has taken additional

1.g.

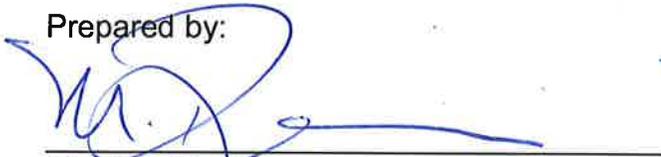
December 19, 2017

time due to the challenges of the embezzlement, the services of Mr. Bornstein are necessary to continue moving the Finance Department forward while supplying the City Administrator and the City with on-site professional support.

FISCAL IMPACT:

The amendment with Irwin Bornstein is for an additional not-to-exceed amount of \$65,000. The hourly rate of pay is \$125 per hour. Funding for these professional services are included in the Fiscal Year 2017-18 Finance Department Budget. Funds will need to be appropriated in the Fiscal Year 2018-2019 Budget to cover the final six months of this contract.

Prepared by:



Matthew Reynolds
Senior Management Analyst

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amendment No. 3 to Professional Services Agreement with Irwin Bornstein
2. Professional Services Agreement with Irwin Bornstein

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 3 (“Amendment”) to Professional Services Agreement is made and entered into effective the 19th day of December, 2017, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“City”), and IRWIN BORNSTEIN, an individual, (hereinafter “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. RECITALS:

(i). City and Consultant entered into a Professional Services Agreement (“Agreement”) effective January 31, 2017 through which Consultant has been providing financial consulting services as more fully explained in the Agreement.

(ii). The Parties desire to amend the Agreement to provide for changes in the scope of services, term, and compensation.

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

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

B. Amendment to Agreement.

1. Section 2.1 of the Agreement is hereby amended to provide as follows:

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A,” at the hourly rate of \$125.00 per hour not to exceed an additional Sixty-Five Thousand Dollars (\$65,000) for 18-30 hours of work performed per week.

2. Section 4.1 of the Agreement is hereby amended to provide as follows:

This Agreement shall commence on the Effective Date and continue through December 31, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the Parties. The agreement may be renewed for an additional one year term upon mutual agreement of the Parties. The City Administrator has authority to execute any renewal terms on behalf of the City.

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

4. The Agreement, all amendments together with this Amendment No. 3 and all Exhibits attached thereto, if any, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other

modification of the Agreement, as modified by this Amendment No. 3 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 3 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 3 to the Professional Services Agreement to be executed as of the day and year first above written.

CONSULTANT

By: _____ Date: _____
Irwin Bornstein

CITY OF PLACENTIA

By: _____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____ Date: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Christian L. Bettenhausen, City Attorney

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
Irwin Bornstein**

THIS AGREEMENT is made and entered into this 31st day of January, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Irwin Bornstein, ("Consultant").

WITNESSETH:

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

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are 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." Hourly rate of \$125.00 per hour.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City Administrator or Director of Administrative Services, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in compliance with the City Administrator's direction on scheduled needs approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of approximately six months, ending on July 31, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

IF TO CITY:

Mr. Irwin Bornstein
Municipal Finance Consultant
28241 Crown Valley Parkway - Suite F-404
Tel: 949) 910-5617 Laguna Niguel, 92677
Fax: 949) 831-6123
Attn: Irwin Bornstein

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714) 993-8117
Fax: 714) 961-0283
Attn: Stephen Pischel
Domen Arrula

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant will have control of all work and the manner in which it is performed. Any provision in this Agreement that may appear to give the City the right to direct the Consultant to the details of doing the work or to exercise a measure of control over the work means the Consultant will follow the direction of the City as to the end results of the work only. Consultant and City shall not, at any time, or in any manner, represent that Consultant or any of its employees are in any manner agents or employees of City, nor are filling any regular City staff position. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State

Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

statute.

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

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

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

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right

or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

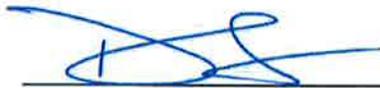
6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other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

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

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

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

CITY OF PLACENTIA,
A municipal corporation



DAMIEN R. ARRULA, CITY ADMINISTRATOR

Date: 02/14/17

ATTEST:



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

PATRICK J. MELIA

CONSULTANT



Signature

IRWIN B BORNSTEIN

Name and Title

MUNICIPAL FINANCE CONSULTANT

Date: 2/2/17

APPROVED AS TO FORM:


City Attorney, CHRISTIAN L. BETTENHAUSEN

Date: 2/13/17

APPROVED AS TO INSURANCE:


Risk Management, STEPHEN D. PISCHEL

Date: 2/2/17

APPROVED AS TO CONTENT:


Project Manager, STEPHEN D. PISCHEL

Date: 2/2/17

DEPARTMENTAL APPROVAL:

N/A
Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

See Attached

Irwin B. Bornstein
Municipal Finance Consultant/Interim Executive
28241 Crown Valley Parkway, Suite F-484
Laguna Niguel, CA 92677
irwinbornsteinepa@cox.net
Phone: (949) 910-5617
Fax: (949) 831-6123

January 30, 2017

Damien R. Arrula
City Administrator
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Dear Mr. Arrula,

I enjoyed meeting with you, Stephen Pischel and Larry Schroeder last Tuesday to discuss your need for financial consulting services during the upcoming six month period. I would like to offer my assistance.

From our conversation, I understand that you would like the following services to be performed:

- Review overall financial condition of the City including cash projections and 2016-17 mid-year budget expenditures and revenues.
- Assist with development/oversight of 2017-18 budget preparation for both General Fund and Special Funds
- Review current internal controls and newly implemented policies and procedures and make recommendations as needed.
- Review current Economic Development measures and their potential impact on sales tax and property tax revenues.
- Review current Finance Department staffing structure for ultimate efficiency and appropriate internal controls.
- Provide recommendations to City Administrator on goals and objectives for Finance Department during calendar year 2017.

I would be available to provide these services beginning the week of January 30, 2017. My hourly rate for this work would be \$125.00. To provide all of these services during the next six months, I would estimate will require approximately 18-24 hours of work per week. I would bill monthly for work performed, by the 15th day of the following month, with payment due within 30 days of the receipt of invoice.

Damien R. Arrula
City Administrator
January 30, 2017
Page 2

Thank you for the opportunity to be of service to the City of Placentia. If you need any additional information, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Irwin B. Bornstein", with a horizontal line extending to the right.

Irwin B. Bornstein

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

IRWIN BORNSTEIN AND ELLEN
GECHT
27788 HIDDEN TRAIL RD
LAGUNA HILLS, CA 92653-7823

Policy Number: 0948970603
Effective Date: 12-11-16
Expiration Date: 06-11-17
Registered State: CALIFORNIA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2011
Make: CHEV
Model: VOLT
VIN: 1G1RD6E40BU103921

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$300,000/\$300,000	
PROPERTY DAMAGE LIABILITY	\$100,000	
UNINSURED & UNDERINSURED MOTOR COMPREHENSIVE COLLISION	\$300,000/\$300,000	\$200 DED
RENTAL REIMBURSEMENT	\$35/DAY- \$1050 MA	\$500 DED/WAIVER

Lienholder Additional Insured Interested Party

CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA
CA 92870

Additional Information:

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.



GOVERNMENT EMPLOYEES INSURANCE COMPANY
 ONE GEICO PLAZA, WASHINGTON, D.C. 20076

**GEICO'S PERSONAL
 UMBRELLA POLICY
 RENEWAL DECLARATIONS**

POLICY NUMBER P 7044970

Policy Period From 12/11/16 To 12/11/17

PHC RE-CA- 10/21/16

INSURED NAME AND ADDRESS

IRWIN BORNSTEIN
 ELLEN GECHT
 27788 HIDDEN TRAIL RD
 LAGUNA HILLS CA 92653

THIS POLICY IS EFFECTIVE AT 12:01 A.M. STANDARD TIME AT THE RESIDENCE OF THE INSURED. INSURANCE IS PROVIDED WITH RESPECT TO THE FOLLOWING COVERAGES AND LIMITS SPECIFIED WHERE A PREMIUM IS STATED, SUBJECT TO ALL CONDITIONS OF THIS POLICY.

I. LIMIT OF LIABILITY	\$1,000,000		
II. RETAINED LIMIT	\$500		
III. RATING INFORMATION		IV. PREMIUM	V. MINIMUM REQUIRED LIMITS OF PRIMARY INSURANCE
AUTOMOBILE 2008 HONDA		\$ 66.00	\$ 300,000/300,000/100,000
AUTOMOBILE 1996 M BENZ		\$ 66.00	\$ 300,000/300,000/100,000
AUTOMOBILE 2011 CHEV		\$ 66.00	\$ 300,000/300,000/100,000
AUTOMOBILE 2013 TOYOTA		\$ 66.00	\$ 300,000/300,000/100,000
PRIMARY RESIDENCE 27788 HIDDEN TRAIL RD LAGUNA HILLS CA 92653		\$ 75.00	\$ 300,000
TOTAL PREMIUM		\$ 339.00	

400001704497000004012013574



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2017

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

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

PRODUCER MIKE SCHEAFER LIC #0645335 1651 BAKER ST STE B COSTA MESA, CA 92626-3742		CONTACT NAME MIKE SCHEAFER PHONE (AG, Ho, Ext): 714-435-0300 FAX (AG, Ho): 714-435-0191 E-MAIL ADDRESS: MIKE.SCHEAFER.B83L@STATEFARM.COM	
INSURED BORNSTEIN, IRVIN 27798 HIDDEN TRAIL RD LAGUNA HILLS, CA 92653-7823		INSURER(S) AFFORDING COVERAGE NMIC # INSURER A: State Farm General Insurance Company 25151 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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	ADDITIONAL SUBROGATION WAIVED	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"/> DECLAR GENERAL AGGREGATE LIMIT APPLICABLE POLICY PERIOD LITERATURE	Y	92-CK-M463-1	12/20/2016	12/20/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ MEDICAL - Any one person \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMBODIUM \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY					COVERED SINGLE LIMIT (Per accident) \$ ADDITIONAL LIABILITY (Per person) \$ BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIABILITY EXCESS LIABILITY RETENTION	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER MEMBER EXCLUDED? (Mandatory in NH) I have described the DESCRIPTION OF OPERATIONS below	Y/N				PER SUBPOLICY \$ F - EACH ACCIDENT \$ E - DISEASE - EA EMPLOYE \$ E - DISEASE - POLICY LIMIT \$
A	DEDUCTIBLE	Y	92-CK-M463-1	12/20/2016	12/20/2017	\$1,000

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

COVERAGE IS PROVIDED BY STATE FARM INSURANCE AN AM BEST A++ RATED COMPANY

ADDITIONAL INSURED: CITY OF PLACENTIA

CERTIFICATE HOLDER CITY OF PLACENTIA 401 E. CHAPMAN AVE. PLACENTIA, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2017

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

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

PRODUCER Merriwether & Williams Insurance Services License No.: OCO1378 550 Montgomery St., Suite 550 San Francisco CA 94111	CONTACT NAME: Nicole Klink PHONE (A/C, No, Ext): (213) 258-3083 E-MAIL ADDRESS: nicole@imwis.com	FAX (A/C, No): (213) 258-3099
	INSURER(S) AFFORDING COVERAGE	
INSURED Irwin Bornstein 27788 Hidden Trail Road Laguna Hills CA 92653	INSURER A: Allied World Surplus Lines Ins Co NAIC # 24319	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1672509468 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability \$0 Ded.			0309-7078	7/17/2016	7/17/2017	Per Claim \$1,000,000 Aggregate \$2,000,000

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

PROOF OF INSURANCE

CERTIFICATE HOLDER

CANCELLATION

City of Placentia
 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

Nicole Klink/NICOLE

© 1988-2014 ACORD CORPORATION. All rights reserved.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
M Jack Brooks, JD**

THIS AGREEMENT is made and entered into this 19th day of December, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and M Jack Brooks, JD, a California Sole Proprietorship ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide various financial consulting and financial system upgrade and implementation services, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Sixty-five thousand Dollars (\$ 65,000.00).

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

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 on January 8, 2018. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on December 31, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. Consultant may, at any time, for any reason or no reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon City at least ten (10) days prior written notice. Upon issuing such notice, Consultant shall immediately cease all work under this Agreement. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City and/or Consultant 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.

If the City is in default of its duties or obligations under this agreement, Consultant shall serve written notice of default to the City. City shall have thirty (30) calendar days after the date notice is issued in which to cure the default. The written notice shall state the manner in which City is in default, and indicate how the stated default may be cured. In the event that City fails to cure its default within the time prescribed above, Consultant shall have the right, notwithstanding any other provision of this Agreement, to cease its services and 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. Termination shall not constitute a waiver to any compensation that may be due or owing to Consultant, including any amounts involved in City's default 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 from #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 higher limits maintained by the Consultant.
- (b) 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 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.
- (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. 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 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.

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:

M Jack Brooks, JD
1590 Adams Ave.
Costa Mesa, CA 92628
Tel: 949-698-6869

Attn: M Jack Brooks

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8118

Attn: Damien R. Arrula

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, 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 negligence or willful misconduct of the City, its elected and appointed officials, officers, agents, employees, and contractors that are not Consultant. 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, except as to claims or actions brought by Consultant against City.

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 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 or elected or appointed official of City while this Agreement is in effect.

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

deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

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

Agreement.

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator/Mayor

Date: _____

ATTEST:

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

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

M Jack Brooks, JD
1590 Adams Ave. #3483
Costa Mesa, CA 92628
(949) 689-6869

December 4, 2017

Mr. Damien Arrula
City Manager
City of Placentia
401 E. Chapman
Placentia, CA 92870

Dear Mr. Arrula:

Please accept this letter as M Jack Brooks, JD's proposal in response to the City of Placentia's request for financial consulting services, system implementation of OpenGov Budget Builder, and upgrade of the Superior Financial System.

Our Firm

Our staff at M Jack Brooks, JD has over 40 years of combined experience in providing financial services and financial system conversions. Our Principal Consultant, Ms. Shally Lin, has served with numerous local agencies and organizations at an executive level in Finance and Administration, and has aided over a dozen cities in implementing both full and partial system conversions for their financial systems. She has guided several agencies through very difficult financial issues and achieved numerous victories for those agencies, including reducing costs while minimizing loss of services, strengthening internal controls, increasing revenue through economic development, streamlining processes without weakening security, protecting and promoting city interests and ethical standards, and bringing cities back from the brink of bankruptcy. We offer the needed the knowledge and expertise to handle any issue that our clients face.

Scope of Services

As per our discussions, M Jack Brooks, JD is pleased to offer our services to the City of Placentia in assisting with implementation and integration of the Opengov Budget Builder and Superior Financial Systems, advising your City's senior financial staff during their transition, and implementing procedures and policies.

Specifically, it is our understanding that we will be providing services for the following projects:

1. Implementation of OpenGov Budget Builder, including assisting City staff with training and support for this implementation.
2. Upgrade and implementation of the Superior Financial System, including: migration from IFAS to ONESolution; implementation of various modules including the Cash Receipts, Employee Online, Accounts Receivable, TimeClock Plus, ONESolution Procurement Card, Fusion, and Cognos Business Intelligence modules; and assisting City staff with training and support for this upgrade.
3. Advising the new Finance Director and Senior Accountant II in transitioning into their new positions.
4. And designing and implementing policies and procedures for finance operations to improve internal controls and to ensure compliance with auditing requirements.

Our Rates

Our firm will invoice the City for all services at the rate of \$125 per hour for our services.

Additional Services

We are also available to provide additional special project services should the City require them.

Sincerely,

M Jack Brooks
Chief Executive Officer
M Jack Brooks, JD



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: SENIOR MANAGEMENT ANALYST

DATE: DECEMBER 19, 2017

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH M JACK BROOKS, JD FOR FINANCIAL SOFTWARE CONVERSION SERVICES**

FISCAL
IMPACT: EXPENSE: NOT-TO-EXCEED: \$65,000
\$55,000 FINANCE ADMINISTRATION BUDGET
\$10,000 INFORMATION TECHNOLOGY BUDGET

SUMMARY:

On October 17, 2017 the City Council approved the upgrade of the Finance Department's current accounting software program. Because of the age of the current software this upgrade will be a major conversion that will offer many enhanced features, greater security and more transparency in our financial reporting. At the same time, we will be installing and implementing the "OpenGov" software program to aid in the preparation of the City's 2018-19 Fiscal Year budget. Because of the complexity of these conversions, Staff is seeking to obtain the services of M Jack Brooks consultant Mrs. Shally Lin (currently Interim Finance Director) to assist with the projects and the intricacies of the conversion. It should be noted that Mrs. Lin has successfully implemented conversions at several other cities.

RECOMMENDATION:

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

1. Approve Professional Services Agreement with M Jack Brooks, JD for a total not-to-exceed amount of \$65,000; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

At the October 17, 2017 City Council meeting, City Council approved the upgrade of the Finance Department's current accounting software program. Because of the age of the current software this upgrade will be a major conversion that will offer many enhanced features, greater security and more transparency in our financial reporting. At the same time, we will be installing and implementing the "OpenGov" software program to aid in the preparation of the City's 2018-19 Fiscal Year budget. Because of the complexity of these conversions, Staff is seeking to obtain the

1.h.

December 19, 2017

services of Shally Lin (currently Interim Finance Director) to assist with the project and the intricacies of the conversion. Mrs. Lin has successfully implemented conversions at several other cities.

During the conversion process it will be necessary to re-write the City's chart of accounts as well as changing the posting strategies to the General Ledger to insure that the City is in compliance with all Government Accounting Standards Board (GASB) requirements and procedures. The original general ledger posting strategy was put in place over 20 years ago and requires several steps that are a duplication of effort. This duplication of efforts also leaves room for error and it is the intent of Staff to change the posting strategy during the conversion process. This will require a substantial amount of staff time. During the conversion process, it will also be necessary to run dual financial systems to insure the accuracy of data from the new system. Because of these reasons Staff is requesting to bring in consultant Mrs. Shally Lin to assist with the upgrade of the financial software and installation of OpenGov. In addition to assisting with the accounting software conversion, Mrs. Lin will assist with the transition to the City's permanent Finance Director.

M Jack Brooks, JD has over 40 years of combined experience in providing financial services and successfully implementing financial system conversions. The principal consultant, Mrs. Shally Lin, has served numerous local agencies and organizations at an executive level in Finance and Administration, including the City of Placentia. She has aided over a dozen cities in implementing both full and partial system conversions for their financial systems.

It is also the City's intent to use M Jack Brooks, JD for other special projects in the Finance Department as needed. Mrs. Lin has guided several agencies through very difficult financial issues and achieved numerous victories for those agencies, including reducing costs while minimizing loss of services, strengthening internal controls, increasing revenue through economic development, streamlining processes without weakening security, protecting and promoting city interests and ethical standards.

ALTERNATIVE OPTIONS:

An alternative option for the City Council is to not approve the contract for Mrs. Lin's services. To not move forward without the assistance of an experienced consultant to aid with the conversion process would officially extend the time needed to complete the Superior Financial Software upgrade and would not allow for the change in the City's chart of accounts and posting strategies which will continue to result in the increase of human error when making adjustments to the general ledger. While the financial software is being upgraded this is the ideal time to make the necessary changes to the City's comprehensive accounting software program. In addition, not retaining the services of Mrs. Lin would contribute toward instability of the Finance Department until such time as a permanent Finance Director can be retained.

FISCAL IMPACT:

The expense to bring on a consultant to assist with the software conversion will be split between the Finance Department Budget and the Information Technology Budget. Sufficient funds are in

both budgets so that an additional appropriation is not needed. Should this contract be extended into the 2018-2019 Fiscal Year, funds would need to be budgeted at that time.

Prepared by:



Matthew Reynolds
Senior Management Analyst

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. M Jack Brooks, JD Scope of Work
2. M Jack Brooks Professional Services Agreement

EXHIBIT A

M Jack Brooks, JD
1590 Adams Ave. #3483
Costa Mesa, CA 92628
(949) 689-6869

December 4, 2017

Mr. Damien Arrula
City Manager
City of Placentia
401 E. Chapman
Placentia, CA 92870

Dear Mr. Arrula:

Please accept this letter as M Jack Brooks, JD's proposal in response to the City of Placentia's request for financial consulting services, system implementation of OpenGov Budget Builder, and upgrade of the Superior Financial System.

Our Firm

Our staff at M Jack Brooks, JD has over 40 years of combined experience in providing financial services and financial system conversions. Our Principal Consultant, Mrs. Shally Lin, has served with numerous local agencies and organizations at an executive level in Finance and Administration, and has aided over a dozen cities in implementing both full and partial system conversions for their financial systems. She has guided several agencies through very difficult financial issues and achieved numerous victories for those agencies, including reducing costs while minimizing loss of services, strengthening internal controls, increasing revenue through economic development, streamlining processes without weakening security, protecting and promoting city interests and ethical standards, and bringing cities back from the brink of bankruptcy. We offer the needed the knowledge and expertise to handle any issue that our clients face.

Scope of Services

As per our discussions, M Jack Brooks, JD is pleased to offer our services to the City of Placentia in assisting with implementation and integration of the Opengov Budget Builder and Superior Financial Systems, advising your City's senior financial staff during their transition, and implementing procedures and policies.

Specifically, it is our understanding that we will be providing services for the following projects:

1. Implementation of OpenGov Budget Builder, including assisting City staff with training and support for this implementation.

2. Upgrade and implementation of the Superior Financial System, including: migration from IFAS to ONESolution; implementation of various modules including the Cash Receipts, Employee Online, Accounts Receivable, TimeClock Plus, ONESolution Procurement Card, Fusion, and Cognos Business Intelligence modules; and assisting City staff with training and support for this upgrade.
3. Advising the new Finance Director and Senior Accountant II in transitioning into their new positions.
4. And designing and implementing policies and procedures for finance operations to improve internal controls and to ensure compliance with auditing requirements.

Our Rates

Our firm will invoice the City for all services at the rate of \$125 per hour for our services.

Additional Services

We are also available to provide additional special project services should the City require them.

Sincerely,

M Jack Brooks
Chief Executive Officer
M Jack Brooks, JD



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: DECEMBER 19, 2017

SUBJECT: **APPOINTMENT OF REPRESENTATIVES TO THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA BOARD OF DIRECTORS**

FISCAL IMPACT: NONE

SUMMARY:

The City of Placentia is a member of the Public Agency Risk Sharing Authority of California (PARSAC), a joint powers authority providing risk management services and joint insurance benefits. Pursuant to PARSAC bylaws, each member entity shall appoint a representative and alternate to the PARSAC Board of Directors (Board). With the retirement of the Director of Administrative Services, a Resolution must be adopted by the City Council in order to authorize the Deputy Director of Administrative Services to represent the City as the alternate on the PARSAC Board. The attached Resolution provides the legal authorization to appoint the City Administrator to serve as the Director and the Deputy Director of Administrative Services to serve as Alternate Director on the PARSAC Board.

RECOMMENDATION:

It is recommended that City Council take the following action:

Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, appointing representatives to the Public Agency Risk Sharing Authority of California Board of Directors.

DISCUSSION:

The City has been a member entity of PARSAC since its inception in 1986. PARSAC provides risk management services, claims pooling and joint insurance purchase benefits to member cities for liability coverage. The documents governing PARSAC require that "any vacancy in the office of a Director, whether because of death, incapacity, resignation, removal or otherwise, shall be fitted by the legislative body of the respective Member Entity."

The City's previous Alternate Director on the PARSAC Board was Director of Administrative Services Stephen Pischel, who will be retiring from the City in January, 2018. Staff is requesting that Deputy Director of Administrative Services Rosanna Ramirez be designated as the

1.i.

December 19, 2017

Alternate Director to PARSAC. The change allows the Deputy Director of Administrative Services to represent the City at PARSAC Board meetings in the event the City Administrator is unable to attend.

Prepared by:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution No. R-2017-XX

RESOLUTION NO. R-2017-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPOINTING REPRESENTATIVES TO THE PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA BOARD OF DIRECTORS

A. Recitals.

(i). The City of Placentia is a Member Entity of the Public Agency Risk Sharing Authority of California ("PARSAC"), a joint powers agency providing risk management services, claims pooling and joint insurance benefits to its members.

(ii). In order to transact business or vote on business of **PARSAC**, the City is required to appoint a City representative to serve on the Board of Directors to act on behalf of the City.

(iii). The City is required to appoint a second individual to serve as Alternate Director when the respective Director is absent.

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

B. Resolution.

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

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

2. Appoints the City Administrator as City Representative and the Deputy Director of Administrative Services as Alternate Representative to serve on the Board of Directors of the Public Agency Risk Sharing Authority of California.

IT IS FURTHER RESOLVED that the City Clerk be instructed to inform the Secretary to the Public Agency Risk Sharing Authority of California the above appointments by transmitting a copy of this Resolution.

PASSED, ADOPTED AND APPROVED this 19th 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 introduced and adopted at a regular meeting of the City Council of the City of Placentia held on the 19TH day of December, 2017.

AYES:
NOES:
ABSENT:
ABSTAIN:

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: INTERIM FINANCE DIRECTOR
DATE: DECEMBER 19, 2017
SUBJECT: **ACTUARIAL CONSULTING SERVICES FOR GASB STATEMENTS NO. 68 AND 75**

FISCAL

IMPACT: EXPENSE: \$59,350 (SIX-YEAR TOTAL COST)
OFFSETTING REVENUE: NONE
BUDGETED (FY 17-18): \$15,500 FINANCE PROFESSIONAL SERVICES
BALANCE: TO BE BUDGETED IN FY 18-19 TO FY 2022-23

SUMMARY:

The Governmental Accounting Standards Board (GASB), the accounting standard-setting organization for all state and local governments in the United States, has issued its Statement No. 75, which establishes new requirements governing the accounting and financial reporting of Other Post Employment Benefits (OPEB) programs. To conform to the new accounting standard, the City must have prepared an actuarial valuation of its OPEB program (retiree health insurance program) at least as frequently as every two years. For fiscal years for which a full actuarial valuation is not performed, an abbreviated "roll-forward" calculation of the most recent actuarial valuation must be performed. In addition, GASB issued No. 68, which establishes new requirements governing the accounting and financial reporting of pension obligations of the City. To conform to the new accounting standard, the City must have prepared an actuarial valuation of its unfunded pension liability at least every other year (collectively, the "Required Services").

Finance Staff solicited proposals from actuarial consulting firms to provide the Required Services for a six-year period, which would include three actuarial valuations performed every two years and three "roll-forward" calculations for the intervening year to address GASB Statements No. 68 and 75. Proposals were received from four firms: Bartel Associates, LLC (Bartel); Bickmore; Aon Hewitt; and Total Compensation Services. Staff recommends that Bartel be selected as the qualified proposer based upon their experience and the recognized expertise of its principal, Mr. John Bartel and other Bartel staff members. The total cost of the Bartel proposal for the six-year period, including the \$4,000 cost of the optional consulting services, is \$59,350.

RECOMMENDATION:

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

Approve a Professional Services Agreement with Bartel Associates, LLC, to provide actuarial consulting services to address GASB Statements No. 68 and 75 for the six-year period of FY 2017-18 through FY 2022-23 for an amount not to exceed \$59,350.

1.j

December 19, 2017

DISCUSSION:

The Governmental Accounting Standards Board (GASB), the accounting standard-setting organization for all state and local governments in the United States, has issued its Statement No. 75, which establishes new requirements governing the accounting and financial reporting of Other Post Employment Benefits (OPEB) programs. These programs typically take the form of health insurance programs for retired employees. The new pronouncement will take effect for audited financial statements for the Fiscal Year (FY) 2017-18, and will require that the unfunded liability for such programs be reported on the face of the organization's financial statements, similar to the current requirement regarding pension liabilities. In addition, to conform to the new accounting standard, the City must have prepared an actuarial valuation of its OPEB program (retiree health insurance program) at least as frequently as every two years. For fiscal years for which a full actuarial valuation is not performed, an abbreviated "roll-forward" calculation of the most recent actuarial valuation must be performed. In addition, GASB issued No. 68, which establishes new requirements governing the accounting and financial reporting of pension obligations of the City. To conform to the new accounting standard, the City must have prepared an actuarial valuation of its unfunded pension liability at least every other year (collectively, the "Required Services").

To prepare for these new accounting standards, Finance Staff solicited proposals from actuarial consulting firms to provide the Required Services for a six-year period, which would include three actuarial valuations performed every two years and three "roll-forward" calculations for the intervening years to address GASB Statements No. 68 and 75). A six-year term was desired to provide continuity and consistency in the valuation work and to reduce the impact on Staff time.

Proposals were received from four firms: Bartel Associates, LLC (Bartel); Bickmore; Aon Hewitt; and Total Compensation Services. An evaluation committee consisting of Interim Finance Director Shally Lin, Interim Senior Accountant Shirley Tung and Irwin Bornstein, Senior Financial consultant to the City (the "Committee"), evaluated the proposals and recommends the selection of Bartel. Only two firms provided proposals for a six-year period – Bartel and Bickmore. The other two firms responded with two-year proposals. Of the two firms providing six-year proposals, the Committee concluded that Bartel's proposal was more comprehensive and offered a higher level of service. Bartel has prepared OPEB & Pension actuarial studies and valuations for over 300 California public agencies and Mr. Bartel is well-known throughout the State as a leading expert in the OPEB and Pension actuarial field. In addition, Bartel offered a specific optional proposal to provide consulting services focusing on various funding strategies to reduce long-term OPEB and Pension debt and long-term financial management of these programs, which the Committee believed would be of great financial value to the City. The total cost of the Bartel proposal for the six-year period, including the \$4,000 cost of the optional consulting services, is \$59,350.

ALTERNATIVE OPTIONS:

Another option would be to contract with Bickmore for the six-year service period. This may save the City on some initial costs, however based upon their proposal, they would not offer the City the same type and level of service that Bartel could provide, particularly on conducting long-term pension

unfunded liability valuation. Such forecasting requires significant decisions to be made in determining prospective solutions to address long-term unfunded liability. Even one mistake on an actuarial valuation can have significant fiscal impacts to the City. Given Bartel's experience in this area and the lack of experience from Bickmore in this area, Staff believes it is worthwhile to have one firm provide actuarial valuations to address GASB Statements No. 68 and 75.

FISCAL IMPACT:

Sufficient funds have been budgeted for the FY 2017-18 work in the Finance Department budget, Professional Services account (Account No. 102020-6099). The balance of funding will be budgeted in future fiscal years as needed during FY's 18-19 TO 2022-23.

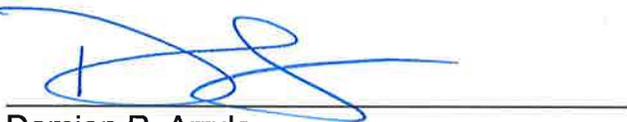
Prepared by:

Reviewed and approved:


Irwin B. Bornstein, CPA
Senior Financial Consultant


Shally Lin
Interim Finance Director

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with Bartel Associates, LLC
2. Proposal from Bartel Associates, LL

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
BARTEL ASSOCIATES, LLC**

THIS AGREEMENT is made and entered into this 19th day of December, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and BARTEL ASSOCIATES, LLC, a California corporation ("Consultant").

WITNESSETH:

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

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Forty-Nine Thousand Three Hundred Fifty Dollars (\$ 49,350.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 66 months, ending on June 30, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to

do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City Administrator the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Administrator before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), 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:

Bartel and Associates, LLC
411 Borel Avenue, Suite 101
San Mateo, CA 94402
Tel: 650 377-1600

Attn: Mary Elizabeth Redding, FSA
Vice President and Actuary

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714 993-8117

Attn: Damien Arrula,
City Administrator

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this

Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to 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

Craig Green, Mayor

Date: _____

ATTEST:

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

CONSULTANT

Signature

Date: 13 December 2017

Name and Title
Vice President

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL



July 10, 2017

Shirley Tung
Interim Senior Accountant
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Re: GASBS 75 OPEB Actuarial Valuation Fee Estimate & Data Request

Dear Ms. Tung:

Bartel Associates would be pleased to provide the City of Placentia actuarial consulting services. This letter summarizes the project scope and our fee estimate for the next 3 actuarial valuations of the City's retiree healthcare plan that will collectively cover 6 years of reporting requirements.

Bartel Associates

Bartel Associates is an employee-owned, California-based actuarial consulting firm providing pension consulting and OPEB actuarial valuation services exclusively to public agencies since 2003. More about our firm is included at the end of this letter. Our client list is on our website, www.bartel-associates.com. We can provide specific client references upon request.

Background

The last actuarial valuation as of July 1, 2015 provided GASBS 45 information for fiscal years 2015/16 and 2016/17. In June 2015, GASB approved revised OPEB accounting rules:

- Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. This statement replaces GASBS 45, effective for the City's 2017/18 fiscal year.
- Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*. GASBS 74 sets new plan reporting requirements. There are no reporting requirements for Plans not administered through a Trust.

The City currently pays its OPEB liabilities on a pay-as-you-go basis.

The June 30, 2017 valuation will provide the City with GASBS 75 accounting information for fiscal years 2017/18 and 2018/19. The June 30, 2019 and June 30, 2021 valuations will provide GASBS 75 accounting information for fiscal years 2019/20 through 2022/23. GASBS 75 information will be provided in a separate accounting report for each fiscal year, with the second year's report being based on a rolled-forward actuarial valuation, updated for the required discount rate and asset values (if any).

This letter anticipates the City will elect a GASBS 75 measurement date that is one year before the fiscal year end. This gives the City the earliest possible reporting results and is the same timing used by CALPERS for pension reporting.

If the City begins prefunding its OPEB liabilities, we will also provide a separate funding report that provides recommended contributions. We believe issuing separate reports for funding and accounting minimizes confusion.



Valuation Fees

■ **Basic GASBS 75 Valuation**

A Basic GASBS 75 valuation report includes a summary of the plan provisions, census data, actuarial methods and assumptions, and all valuation results for GASBS 75 reporting. It will not include a meeting with the City, but we will review the report with you over the phone.

Information provided under the basic actuarial valuation, timing, and fees are as follows for the June 30, 2017, 2019 and 2021 valuations:

Project	Approximate Start/Completion Date	Fees
June 30, 2017 valuation and GASBS 75 accounting report for 17/18	August 2017/ November 2017 ¹	11,500
GASBS 75 accounting report for 18/19 (based on the 6/30/17 valuation rolled forward one year and updated as required to the measurement date discount rate based on the current municipal bond rate)	August 2018/ November 2018	2,500
June 30, 2019 valuation and GASBS 75 accounting report for 19/20	August 2019/ November 2019	12,100
GASBS 75 accounting report for 20/21 (based on the 6/30/19 valuation rolled forward one year and updated as required to the measurement date discount rate based on the current municipal bond rate)	August 2020/ November 2020	3,000
June 30, 2021 valuation and GASBS 75 accounting report for 21/22	August 2021/ November 2021	12,750
GASBS 75 accounting report for 22/23 (based on the 6/30/21 valuation rolled forward one year and updated as required to the measurement date discount rate based on the current municipal bond rate)	August 2022/ November 2022	3,500

● **Option: Consulting/Funding Valuation**

A consulting valuation includes a meeting at the City focusing on understanding the plan's funded status and planning for its financial management. The discussion would include:

- 1) Options for prefunding the OPEB obligation and their impact
- 2) Funded status and recommended contribution levels
- 3) Illustration of implied subsidy
- 4) Breakdown of results by employee group, if applicable
- 5) 10-year projection of recommended Trust contributions and benefit payments;
- 6) Statistical comparison of City results with other Bartel Associates OPEB valuations;
- 7) Detailed participant statistics, including summary of healthcare plan and coverage elections; and
- 8) Summary of upcoming OPEB and CalPERS issues.

The in-person meeting can be with City staff to review the initial valuation results, or, at the City's option, we can review preliminary results over the phone and instead present the valuation results in person to the City's Board.

The additional fee to add a consulting valuation as of June 30, 2017 is: \$4,000.

¹ Assumes 6/30/17 Measurement Date.



Our fee quote assumes:

- The City has not begun funding its retiree healthcare plan in a trust. If the City has begun funding through a Trust, the fees above will increase by \$1,500 to \$2,000 in “full valuation” years and \$500 in “roll forward” years, as we must perform the crossover test to determine the discount rate, additional GASBS 75 disclosures and calculations are required, and GASBS 74 could apply beginning June 30, 2017.
- We will bill the City monthly at the following hourly rates for the June 30, 2017 valuation. Hourly rates increase annually with CPI, but total valuation fees would be the amounts listed above for each year.

Position	2017 Hourly Rate
Partner & Vice President (Redding)	270
Assistant Vice President	240
Associate Actuary	190
Senior Actuarial Analyst	170
Actuarial Analyst	140

- Participant census data requested will be provided completely and accurately in an Excel workbook with one record per participant. All plan, financial, and census information requested will be provided and be internally consistent.
- Costs and liabilities will be provided using one funding method and one set of assumptions, unless the Consulting option is selected.
- There will be no additional charges for expenses (e.g., travel, telephone, copying, etc.). The hourly rates above include our costs for these items.

Please note that our fees will be higher if:

- Assistance is requested with footnotes under GASBS 75 beyond our reports (which will contain all actuarial related information needed for Notes and RSI).
- Your auditors determine that substantial changes might have occurred, precluding the use of a roll-forward valuation in the 2nd year.

Data Requirements

In order for us to begin the OPEB valuation, please provide:

- Summary of OPEB plan provisions and copies of the most recent MOUs for bargained employee groups and agreements for unrepresented (if applicable).
- 2017 and 2018 (if available) Medical Benefit Caps for Tier 1 retirees.
- 2017 and 2018 (if available) premiums for dental, vision and life insurance.
- The City’s OPEB footnote for the fiscal years ending June 30, 2016 and June 30, 2017.
- The City’s most current CalPERS PEMHCA resolution(s).
- The City’s June 30, 2017 CalPERS health premium invoice. Please remove any Social Security numbers.
- Active and retired participant data as of June 30, 2017 in an Excel workbook format.
 - Active Employee Data - name, employee number (not Social Security number), gender, birth date, hire date, OPEB tier (Tier 1, Tier 2), medical plan, medical coverage (single/2-party/family), dental plan, dental coverage, vision coverage, CalPERS pension tier (2%@55, 2%@60, 2%@62, Safety 3%@50, Safety 2.7%@57), total CalPERS service including service at other agencies (if available), employee group, if costs are desired separately under the Consulting option (PCEA, PPMA, PPOA, Unrepresented), and annual PERSable compensation (optional; this allows us to provide you the



ADC as a percentage of payroll if you select the Consulting option and expect to begin funding the liability). Indicate the pay period for the compensation reported, if any. Include any active employees who have waived healthcare coverage. Do not include employees who are not eligible for retiree medical coverage, such as seasonal or part-time employees.

- Retiree Data - name, employee number (not Social Security number), gender, birth date, hire date, OPEB tier (Tier 1, Tier 2), retirement type (service retirement, disability retirement, surviving spouse), retirement date if available, medical plan, medical coverage (single/2-party/family), dental plan, dental coverage, vision coverage, life insurance amount, dependent life coverage amount, spouse's birth date (if available), portion of premium paid by the City, and employee group, if costs are desired separately under the Consulting option (PCEA, PPMA, PPOA, Unrepresented). Include any retirees or surviving spouses of retirees who have waived coverage.
- The census data provided should be a snapshot of the City's active employees and retirees as of the June 30, 2017 valuation date.
- The City can request a copy of its June 30, 2017 CalPERS PEMHCA database by emailing CalPERS at CERBT4U@calpers.ca.gov with the desired date of the extract. This data extract may be helpful to the City in assembling the requested employee census information, including retirees who waived coverage. If the City wants us to use the CalPERS data extract for the valuation, it should (1) add employee group, if costs are desired separately under the Consulting option (PCEA, PPMA, PPOA, Unrepresented) to each active and retiree record, (2) add PERSable compensation to each active record (optional; see discussion above), (2) remove any retirees who are not eligible to participate in the City's retiree healthcare plan, for example, if they did not retire directly from the City, (3) add dental and vision plan and coverage information for each active and retiree record, (4) add life insurance amounts for the member and dependents for each retiree record, (5) add medical reimbursement amounts in excess of any amount paid directly to CalPERS for each retiree record, and (6) make any additions, deletions, or changes necessary to make the file current as of the valuation date.
- We understand that CalPERS may not be able to provide data extracts as of June 30, 2017 until early October, 2017. This means that the GASBS 75 report could not be completed until December 2017. If you require earlier timing there are other options available. CalPERS should be able to provide data as of May 31, 2017 within about a month of your request. If so, we can use an actuarial valuation date of May 31, 2017. They may also be able to provide June 29, 2017 data but it will not have gone through their usual year-end processing and you may find yourself editing this file for recent changes, hires, terminations and retirements. Alternatively, you could create the data file as of June 30th yourself, based on your June 30th invoice.
- In lieu of individual PERSable compensation (if you wish to provide payroll data), the City can provide the current average PERSable pay rate for each employee group since results are needed by employee group. Indicate the pay period for the compensation reported. This is only needed if you would like the ADC (actuarially determined contribution) provided as a percentage of compensation.
- In order to maintain confidentiality, please do not provide Social Security numbers for the employee number. We will delete any files that include Social Security numbers and request a revised file.
- Our fee estimate assumes that the City will merge and reconcile all data files and provide one census file with one complete record for each employee and eligible retiree in an Excel workbook. If the City needs our help to merge and reconcile data, our fees will be higher.

We may need additional data depending on our review of the City's retiree medical plan design.

Shirley Tung
July 10, 2017
Page 5



Timing

Normally, the valuation results are delivered about 4 to 6 weeks after we receive all the requested information and the City replies to any questions we may have after our initial review of the requested data.

Please call me (650-377-1617) with any questions on this proposal.

Sincerely,

Mary Elizabeth Redding, FSA
Vice President and Actuary

c: Deanna Van Valer, Bartel Associates, LLC

O:\Clients\City of Placentia\Proposals\2017\BA PlacentiaCi 2017-07-10 OPEB valuation fee letter.docx

BARTEL ASSOCIATES, LLC COMPANY PROFILE

Bartel Associates, LLC is an actuarial consulting firm specializing in providing states, counties, cities, and other public agencies with actuarial consulting service. Our clients range from small special districts to small and large cities and states.

Our services include:

- OPEB Plans - We have prepared "Other Postemployment Benefit" actuarial studies and valuations for over 300 California counties, cities, districts, and special purpose agencies to assist with compliance with GASB Statements Nos. 43 & 45, and now 74 & 75.
- Pension Plans - We prepare actuarial valuations and assist with the administration of defined benefit pension plans for California governments and agencies.
- Plan Design - We assist public agencies redesign existing retirement plans and implement new retirement benefit programs including retiree medical plans and pension plans.
- Retirement System Audits - We review actuarial valuations, experience studies, actuarial assumptions, and actuarial methods for state, county, and other agency retirement systems.
- CalPERS - We provide CalPERS pension consulting services and have made presentations to county boards of supervisors, city councils, district boards of directors, employee bargaining groups, and agency staff on CalPERS contribution rates and benefit design issues.

Bartel Associates was established in 2003 and is organized as a Limited Liability Corporation. Our office is located in San Mateo, California. We currently have 18 employees, including 11 credentialed actuaries and, 7 actuarial analysts. Ten of our actuaries are Fellows or Associates of the Society of Actuaries, 11 are Members of the American Academy of Actuaries, 8 are Enrolled Actuaries, and 8 are Fellows of the Conference of Consulting Actuaries.

Bartel Associates, LLC
411 Borel Avenue, Suite 101
San Mateo, CA 94402
phone: 650-377-1600 or 800-256-2090
fax: 650-345-8057
www.bartel-associates.com

BARTEL ASSOCIATES, LLC

COMPANY PROFILE

JOHN BARTEL, the firm's founder, has over 30 years of experience as a retirement consultant and practice leader with major consulting firms. John founded Bartel Associates to provide public sector clients high quality actuarial services at reasonable fees, focusing on personal attention and clear results.

John Bartel was a member of the special task force assisting the Governmental Accounting Standards Board (GASB) in drafting Statements 74 and 75.

John was appointed in January 2010 by former Governor Schwarzenegger to the California Actuarial Advisory Panel (CAAP) formed under recent legislation (SB 1123). CAAP is charged with providing impartial and independent information on pensions, other postemployment benefits, and best practices to California public agencies.

John and other Bartel Associates actuaries have spoken at an array of organizational meetings including those for Enrolled Actuaries, Conference of Consulting Actuaries, League of California Cities, California Society of CPAs, California Public Employee Labor Relations Association, California Society of Municipal Finance Officers, and the National Conference of State Legislatures.

MARY BETH REDDING has over 30 years in employee benefits and has served as retirement consultant for a wide range of public agencies, specializing in pension and retiree medical benefits. Mary Beth focuses on understanding benefit programs and clearly communicating long and short term considerations so clients can make the best decisions possible for their organizations. Most recently, Mary Beth has been involved with helping California public agencies, including CalPERS cost sharing plans, implement GASB Statement 68 and begin implementing Statement 75. She speaks on current topics including CalPERS contribution rates and supplemental pension trusts and well as the new GASB accounting rules to retirement boards, city councils, boards of directors, and employee and professional groups. Mary Beth also writes for Bartel Associates' website.

Mary Beth is a

- Fellow of the Society of Actuaries
- Member, American Academy of Actuaries
- Fellow, Conference of Consulting Actuaries
- Enrolled Actuary under ERISA

She earned a BS in Geology & Geophysics from Yale University.

* * * * *

For more information on our services, clients, all of our actuarial staff, and benefits news, please see our website: www.bartel-associates.com



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: INTERIM FINANCE DIRECTOR
DATE: DECEMBER 19, 2017
SUBJECT: **FIRST QUARTER FISCAL YEAR 2017-18 FINANCIAL UPDATE**

FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department routinely prepares financial reports to update the City Council and the community of the City's fiscal position. As directed by the City Council, Staff is to report the City's financial condition at the end of each quarter of the fiscal year. The attached quarterly financial update report contains information for the period ending September 30, 2017.

RECOMMENDATION:

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

Receive and file the Financial Quarterly Update for Period Ending September 30, 2017.

DISCUSSION:

Revenues and Transfers In

As of September 30, 2017, the City has received approximately 8.66% or \$3.243 million in General Fund revenues anticipated for Fiscal Year 2017-18. Total revenues collected for the current year are \$21,540 (-0.66%) lower compared to the prior year.

Property tax and sales tax revenues make up approximately 57% of the City's budgeted General Fund revenue. Property tax revenue collected for the current year is approximately \$3,956 (-1.7%) lower compared to the same time last year. Sales tax revenue collected for the current year is \$213,847 (-28.46%) lower compared to the same time last year. The drop in sales tax revenue this year is the net result of: (1) total actual 2nd calendar quarter (April-June) sales tax collections for 2017 being 7% lower than in 2016; (2) total advance payments received from the State for 2nd calendar quarter being \$73,800 greater than last year; and (3) the first advance payment for 3rd calendar quarter (July-September) sales this year being \$7,100 less than last year.

Although 25% of the year has elapsed, the City has received 8.62% of the budgeted General Fund revenue. This is due to the fact that many of the City's revenues are not necessarily received evenly throughout the fiscal year. For instance, the majority of the City's property tax

1.k.

December 19, 2017

revenue is received in December, April and May. Another example is sales and use tax. While this revenue is received on a monthly basis, it is paid in arrears meaning that the payments received during July and August are applied to the prior fiscal year.

Staff will closely monitor both property tax and sales tax revenue collections in the coming months to see if strong property tax receipts offset any potential sales tax declines. In addition, a comprehensive review of budget vs. actual revenues and expenditures will be performed at mid-year and, if needed, adjustments to the budget will be recommended for Council consideration. The mid-year review is currently scheduled for the City Council meeting of February 20, 2018.

Expenditures and Transfers Out

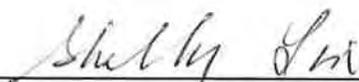
The City has spent 20.61% or \$7.668 million of the \$37.205 million that has been appropriated in the General Fund for Fiscal Year 2017-18. Total estimated expenditures for the current year are approximately \$568,863 higher compared to the prior year. This difference is due to a change in how the expenditures for City Administrative Services (General Fund charges to fund the City's Employee Health and Welfare and Risk Management internal service funds) are now recorded for each month; in previous years these expenditures were not recorded in the General Fund until year end.

The City's single major expenditure is for services provided by the Orange County Fire Authority with an estimated budget in the amount of \$6.082 million, which is paid quarterly and accounts for 16.347% of the General Fund expenditures. The cost of fire services is included in the Public Safety budget.

Cost Savings Measures

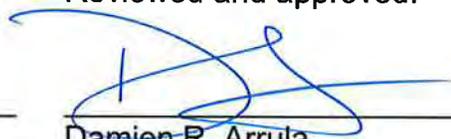
The adopted Fiscal Year 2017-18 budget is balanced due to some measures being taken by the City. The City has reviewed and cut contracts for services where it was determined that City staff could provide the same or higher level of service with no additional cost as well as where there were no potential savings to be found in utilizing outside services. The City has also decreased its usage of fossil fuels by increasing usage of electric vehicles, reducing expenditures for gasoline and diesel fuel. Gas Tax Funds are being utilized for the Pedestrian Accessibility Project, eliminating the need for General Fund contributions. Staff is continually looking for new cost savings programs or revenue enhancements to aid in the City's fiscal challenges.

Prepared by:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Revenues, Expenditures & Fund Balances--All Funds Summary (July 1, 2017 through September 30, 2017)
2. General Fund Revenues, Expenditures and Changes in Fund Balance – Budget and Actual, Period Ending September 30, 2017

**CITY OF PLACENTIA
REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND (0010)**

PERIOD ENDED SEPTEMBER 30, 2017

	Budget Amounts		Actual 9/30/2017	% of Budget	Actual 9/30/2016	Change from Prior Year
	Original	Amended				
REVENUES						
Property Taxes	\$ 14,589,000	\$ 14,589,000	\$ 227,398	1.56%	\$ 231,354	\$ (3,955)
Sales & Use Taxes	6,835,000	6,835,000	537,615	7.87%	751,462	(213,847)
Real Property Taxes	297,000	297,000	36,316	12.23%	42,221	(5,905)
Transient Occupancy Taxes	1,021,000	1,021,000	112,131	10.98%	79,410	32,721
Franchise Fees	2,228,000	2,228,000	113,865	5.11%	96,468	17,397
Business License	967,000	967,000	50,377	5.21%	45,557	4,819
Lease Revenues	1,827,000	1,827,000	716,815	39.23%	629,169	87,645
Per Barrel Tax	40,000	40,000	20,240	50.60%	24,250	(4,010)
Permits	600,078	600,078	175,235	29.20%	167,579	7,656
Fines & Forfeitures	553,000	553,000	105,149	19.01%	107,138	(1,988)
Investment Income	110,800	110,800	55,073	49.70%	17,959	37,114
Intergovernmental	1,672,726	1,700,226	-	0.00%	94,603	(94,603)
Charges for Services	971,496	971,496	275,280	28.34%	235,365	39,914
Sales of Real Property	75,290	75,290	18,106	24.05%	17,603	503
Refund & Reimbursements	1,481,042	1,481,042	13,075	0.88%	1,425	11,649
Sub-total	33,268,432	33,295,932	2,456,675	7.38%	2,541,563	(84,890)
Transfer-In	4,310,000	4,174,889	787,000	18.85%	723,649	63,350
Total Revenues	\$ 37,578,432	\$ 37,470,821	\$ 3,243,675	8.66%	\$ 3,265,212	\$ (21,540)
EXPENDITURES						
Legislative	\$ 898,600	\$ 898,600	\$ 125,285	13.94%	\$ 158,341	\$ (33,055)
Administration	2,249,025	2,213,329	395,848	17.88%	357,393	38,454
Finance	1,160,454	1,099,726	235,108	21.38%	249,544	(14,436)
Development Services	879,630	865,343	164,690	19.03%	193,834	(29,144)
Public Safety	19,122,145	19,149,645	4,587,609	23.96%	4,611,330	(23,720)
Public Works	442,488	443,123	73,216	16.52%	72,250	965
Maintenance Services	2,742,689	2,742,053	512,097	18.68%	657,448	(145,350)
Community Services	1,549,262	1,549,262	471,465	30.43%	376,116	95,348
Environmental Services	102,680	102,680	18	0.02%	1,050	(1,031)
Debt Service	1,748,230	1,748,230	130,165	7.45%	142,044	(11,879)
General Government	3,876,204	3,851,804	914,028	23.73%	280,035	633,993
Sub-total	34,771,407	34,663,795	7,609,529	21.95%	7,099,385	510,145
Transfers-Out	2,541,393	2,541,393	58,718	2.31%	-	58,718
Total Expenditures	\$ 37,312,800	\$ 37,205,188	\$ 7,668,247	20.61%	\$ 7,099,385	\$ 568,863
Net Increase(Decrease) Fund Balance	\$ 265,632	\$ 265,633	\$ (4,424,572)			

Revenues, Expenditures and Fund Balance - All Funds
July 1, 2017 through September 30, 2017
SUMMARY

	(a) OPENING FUND BALANCE 7/1/2017	(b) BUDGET REVENUES & TRANSFER IN FY 2017-18	(c) ACTUAL REVENUES & TRANSFER IN 9/30/2017	(d) BUDGET EXPENDITURES & TRANSFER OUT FY 2017-18	(e) ACTUAL EXPENDITURES & TRANSFER OUT 9/30/2017	(f) = (a)+(b)-(d) BUDGETED FUND BALANCE 9/30/2017	(g) = (a)+(c)-(e) ACTUAL FUND BALANCE 9/30/2017
General							
101 General Fund (0010) - Unassigned	\$ (220,050)	\$ 37,470,821	\$ 3,243,675	\$ 37,205,189	\$ 7,668,247	\$ 45,582	\$ (4,644,622)
- Committed	3,600,000			3,600,000		-	3,600,000
116 Rehab Reimbursements Fd (0059)	276,264		-	123,849	-	152,415	276,264
Sub-Total	3,656,214	37,470,821	3,243,675	40,929,038	7,668,247	197,997	(768,358)
Special Revenues							
201 Utility User Tax (0016)	-	2,696,000	481,370	2,736,000	456,000	(40,000)	25,370
205 State Gas Tax (0017)	-	1,163,001	194,200	1,202,908	206,750	(39,907)	(12,550)
207 Housing Successor (0053)	1,452,371	211,422	3,498	-	-	1,663,793	1,455,869
209 State Gas Tax - RMRA(0060)	-	295,291	-	295,291	-	-	-
210 Measure M (0018)	912,143	1,096,733	87,782	2,582,519	33,575	(573,643)	966,350
211 PEG Fund (0058)	214,897	90,000	-	223,099	20,975	81,798	193,922
215 Air Quality Management (0019)	217,817	65,000	-	222,700	12,854	60,117	205,163
225 Asset Seizure (0021)	1,118,936	200,600	799	697,100	6,307	622,436	1,113,428
236 Traffic Offender Fund (0051)	50,728	8,850	501	-	-	59,578	51,229
230 Suppl Law Enfrmnt (0022)	-	100,000	-	100,000	25,000	-	(25,000)
235 Park Development (0023)	31,835	20,000	-	71,000	-	(19,165)	31,835
240 Sewer Construction (0024)	20,743	-	-	-	-	20,743	20,743
241 Public Safety Mitigation Fee(0057)	40,274	17,135	-	55,000	-	2,409	40,274
245 Storm Drain Constrction (0025)	23,044	71,192	-	-	-	94,236	23,044
250 Thoroughfare Constcton (0026)	73,635	-	-	73,000	-	635	73,635
260 Street Lighting Distrct (0028)	27,714	388,875	58,795	389,000	66,508	27,589	20,001
265 Landscape Maintenance (0029)	148,541	428,000	177	540,126	79,572	36,415	69,146
270 CDBG Fund (0030)	(37,921)	378,000	-	260,000	35,945	80,079	(73,866)
280 Misc Grants Fund (0050)	374,809	187,000	21,429	296,000	-	265,809	396,238
405 Affordable Housing In-Lieu	25,000	75,000	-	47,000	23,766	53,000	1,234
Sub-Total	4,694,566	7,492,099	848,551	9,790,743	967,052	2,395,922	4,576,065
Debt Service							
206 Gas Tax Bond Fund (0052)	482,963	484,594	574	484,544	(50)	483,013	483,587
Sub-Total	482,963	484,594	574	484,544	(50)	483,013	483,587

**Revenues, Expenditures and Fund Balance - All Funds
July 1, 2017 through September 30, 2017
SUMMARY**

	(a) OPENING FUND BALANCE 7/1/2017	(b) BUDGET REVENUES & TRANSFER IN FY 2017-18	(c) ACTUAL REVENUES & TRANSFER IN 9/30/2017	(d) BUDGET EXPENDITURES & TRANSFER OUT FY 2017-18	(e) ACTUAL EXPENDITURES & TRANSFER OUT 9/30/2017	(f) = (a)+(b)-(d) BUDGETED FUND BALANCE 9/30/2017	(g) = (a)+(c)-(e) ACTUAL FUND BALANCE 9/30/2017
Capital Projects							
401 City Capital Projects (0033)	(329,873)	10,528,542	230,668	10,528,542	772,532	(329,873)	(871,737)
Sub-Total	(329,873)	10,528,542	230,668	10,528,542	772,532	(329,873)	(871,737)
Enterprise Funds							
275 Sewer Maintenance (0048)	1,929,588	702,000	145,058	1,889,938	201,904	741,650	1,872,742
501 Refuse Administration (0037)	85,811	2,984,438	39,126	2,947,904	39,546	122,345	85,391
Sub-Total	2,015,399	3,686,438	184,184	4,837,842	241,450	863,995	1,958,133
Internal Service Funds							
601 Employee Health & Wifre (0039)	21,854	1,339,500	175,126	1,339,500	241,310	21,854	(44,330)
605 Risk Management (0040)	(235,564)	1,227,700	306,925	1,227,700	797,550	(235,564)	(726,189)
610 Equipment Replacement (0041)	14,179	-	-	-	-	14,179	14,179
Sub-Total	(199,531)	2,567,200	482,051	2,567,200	1,038,860	(199,531)	(756,340)
City Grand Total	\$ 10,319,738	\$ 62,229,694	\$ 4,989,703	\$ 69,137,909	\$ 10,688,091	\$ 3,411,523	\$ 4,621,350



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: INTERIM FINANCE DIRECTOR
DATE: DECEMBER 19, 2017
SUBJECT: **FIRST QUARTER FISCAL YEAR 2017-18 TREASURER'S REPORT**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department has prepared a Treasurer's Report for the first quarter of Fiscal Year (FY) 2017-18. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

1. Receive and file the first quarter Fiscal Year 2017-18 Treasurer's Report.

DISCUSSION:

Government Code § 53646 states that the Treasurer or Finance Director of the City may render a report on investments at least quarterly to the legislative body. The attached Treasurer's Report reflects the City's investment portfolio for the first quarter FY 2017-18. The City Treasurer has reviewed and signed the attached report.

Prepared by:

Handwritten signature of Shally Lin in blue ink.

Shally Lin
Interim Finance Director

Reviewed and approved:

Handwritten signature of Damien R. Arrula in blue ink.

Damien R. Arrula
City Administrator

Attachment:

First Quarter FY 2017-18 Treasurer's Report

3.b.

December 19, 2017

City of Placentia

CITY TREASURER'S REPORT

First Quarter
Fiscal Year 2017-18



**CITY OF PLACENTIA TREASURER'S REPORT
CASH AND INVESTMENT DETAIL - CITY
AS OF SEPTEMBER 30, 2017 (Preliminary)**

HELD BY CITY						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
CASH:						
Bank of America - General Checking	Account No. 143128-0221	N/A	N/A	On Demand	\$ 1,792,002.58	\$ 1,792,002.58
Bank of America - Workers' Comp	Account No. 143188-0525	N/A	N/A	On Demand	\$ 219,997.10	\$ 219,997.10
Bank of America - Healthcare	Account No. 143138-0513	N/A	N/A	On Demand	\$ 8,708.30	\$ 8,708.30
Bank of America - Successor Agency	Checking Acct	N/A	N/A	On Demand	\$ 125,000.01	\$ 125,000.01
Multi-Bank Securities Cash Account	Cash / Bank Deposits	N/A	N/A	On Demand	\$ 6,273.67	\$ 6,273.67
Total Cash					\$ 2,151,981.66	\$ 2,151,981.66
INVESTMENTS:						
Local Agency Investment Fund	City Account No. 98-30-678	0.75%	N/A	On Demand	\$ 3,490,889.51	\$ 3,490,889.51
Multi-Bank Securities BMO Harris Bank	Certificate of Deposit	1.20%	2/4/2016	2/2/2018	\$ 245,000.00	\$ 245,090.65
Multi-Bank Securities Ally Bank	Certificate of Deposit	1.45%	2/4/2016	2/4/2019	\$ 245,000.00	\$ 245,176.40
Multi-Bank Securities American Federal Bk	Certificate of Deposit	1.50%	2/10/2016	2/10/2020	\$ 245,000.00	\$ 243,436.90
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	2.00%	2/3/2016	2/3/2021	\$ 245,000.00	\$ 245,541.45
Total Investments					\$ 4,470,889.51	\$ 4,470,134.91
TOTAL CASH & INVESTMENTS HELD BY CITY					\$ 6,622,871.17	\$ 6,622,116.57
HELD BY FISCAL AGENT						
Agency	Investment Description	Current Yield	Purchase Date	Maturity Date	Purchase Price	Market Value
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	\$ 484,288.00	\$ 484,288.00
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 489,032.48	\$ 489,032.48
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	\$ 655.66	\$ 655.66
2009 Lease Revenue Bond						
US Bank	US Bank Money Market	0.03%	N/A	N/A	\$ 439,785.34	\$ 439,785.34
TOTAL INVESTMENTS HELD BY FISCAL AGENT					\$ 1,413,761.48	\$ 1,413,761.48
Cash & Investments Held by City and Fiscal Agent - Market Value					\$ 8,035,878.05	

CITY OF PLACENTIA TREASURER'S REPORT



CASH BALANCES

AS OF SEPTEMBER 30, 2017 (Preliminary)

CITY		
101	General Fund	(679,682.87)
116	Rehab Reimbursements Fund	276,264.48
201	Utility User Tax	25,370.33
205	State Gas Tax	(12,549.28)
206	Gas Tax Bond Fund	(700.00)
207	Housing Authority	(309,265.75)
210	Measure M	946,132.67
211	PEG Fund	193,921.94
215	Air Quality Management	205,162.61
225	Asset Seizure	1,113,427.54
226	Traffic Offender Fund	51,229.32
230	Supplemental Law Enforcement	(24,999.16)
235	Park Development	31,835.05
240	Sewer Construction	20,743.43
241	Public Safety Mitigation Fee	40,274.41
245	Storm Drain Construction	43,261.49
250	Thoroughfare Construction	73,634.91
260	Street Lighting District	20,002.13
261	Public Safety CFD 2014-01	7,632.11
265	Landscape Maintenance	73,999.22
270	CDBG Fund	(73,866.94)
275	Sewer Maintenance	1,865,366.53
280	Miscellaneous Grants	396,237.75
401	City Capital Projects	(871,737.58)
405	In-Lieu Low/Mod Housing	1,233.25
501	Refuse Administration	95,008.26
505	CNG Fueling Station	
601	Employee Health & Welfare	(66,183.84)
605	Risk Management	1,911,646.26
610	Equipment Replacement	14,179.17
701	Special Deposits	519,130.95
715	Community Facilities District	35,203.01
	Sub-Total	5,921,911.40
SUCCESSOR AGENCY TO THE RDA		
208	Successor Agency Retirement Fund	94,485.98
	TOTAL CASH	\$ 6,016,397.38



CITY OF PLACENTIA TREASURER'S REPORT
DEFICIT CASH TRANSFERS
AS OF SEPTEMBER 30, 2017 (Preliminary)

DEFICIT CASH BALANCES

Fund	Deficit Amount	General Fund	Measure M	Gas Tax	Sewer Maintenance	Asset Seizure	Risk Management	Total Funding Source
General Fund	\$ (679,682.87)				\$ 679,682.87			\$ 679,682.87
State Gas Tax	\$ (12,549.28)		\$ 12,549.28					\$ 12,549.28
Gas Tax Bond Fund	\$ (700.00)		\$ 700.00					\$ 700.00
Housing Authority	\$ (309,265.75)				\$ 309,265.75			\$ 309,265.75
Supplemental Law Enforcemer	\$ (24,999.16)				\$ 24,999.19			\$ 24,999.19
CDBG Fund	\$ (73,866.94)				\$ 73,866.94			\$ 73,866.94
City Capital Projects	\$ (871,737.58)	\$ -	\$ 871,737.58	\$ -	\$ -	\$ -	\$ -	\$ 871,737.58
Employee Health & Welfare	\$ (66,183.84)						\$ 66,183.84	\$ 66,183.84
								\$ -
Total Transfers	(2,038,985.42)	\$ -	\$ 884,986.86	\$ -	\$ 1,087,814.75	\$ -	\$ 66,183.84	\$ 2,038,985.45
Cash Balance <i>Before</i> Transfer		\$ -	\$ 946,132.67	\$ -	\$ 1,865,366.53	\$ -	\$ 1,911,646.26	\$ 4,723,145.46
Cash Available <i>After</i> Transfer		\$ -	\$ 61,145.81	\$ -	\$ 777,551.78	\$ -	\$ 1,845,462.42	\$ 2,684,160.01

City of Placentia
Changes In Cash Balances
September 2017

RPT	Data		CASH BALANCE			TRANSFERS	CASH BALANCE
FUND	FUND	FUND	8/31/2017	RECEIPTS	DISBURSEMENTS	IN & OUT	8/31/2017
101	10	GENERAL FUND	2,383,520.79	1,214,912.05	(5,877,757.41)	1,419,641.70	(879,882.87)
201	16	UTILITY TAX FUND	428,229.63	257,797.15	-	(680,856.45)	25,370.33
205	17	GAS TAX	194,200.72	-	-	(208,750.00)	(12,549.28)
206	52	GAS TAX BOND FUND	(700.00)	-	-	-	(700.00)
207	53	HOUSING AGENCY	(310,231.75)	968.00	-	-	(309,263.75)
208	54	SUCCESSOR AGENCY FUND	102,103.86	-	(7,617.88)	-	94,485.98
210	18	MEASURE "M"	1,034,948.81	87,782.72	(4,682.88)	(171,916.00)	946,132.67
211	58	PEG FUND	199,735.42	-	(5,813.48)	-	193,921.94
116	69	Rehab Reimbursements Fd	278,264.48	-	-	-	278,264.48
215	18	AIR QUALITY FUND	209,380.91	-	(4,218.30)	-	205,162.61
225	21	ASSET SEIZURE FUND	1,425,480.78	20,271.78	(22,362.02)	(309,983.00)	1,113,427.54
226	51	TRAFFIC OFFENDER FUND	51,229.32	-	-	-	51,229.32
230	22	COPS/SUPL LAW ENFORCEMENT	29,825.84	-	-	(54,825.00)	(24,999.16)
235	23	PARK DEVELOPMENT FUND	31,835.05	-	-	-	31,835.05
240	24	SEWER CONSTRUCTION FUND	20,743.43	-	-	-	20,743.43
241	67	PUBLIC SAFETY MITIGATION FUND	40,274.41	-	-	-	40,274.41
245	25	STORM DRAIN CONSTRUCTION FUND	43,261.49	-	-	-	43,261.49
260	26	THOROUGHFARE CONSTRUCTION	73,834.91	-	-	-	73,834.91
260	28	PLACENTIA LIGHTING DISTRICT	(2,210.16)	77.78	(38,584.22)	58,718.75	20,002.13
281	65	PUBLIC SAFETY CFD 2014-01	6,948.55	685.56	-	-	7,632.11
285	29	LANDSCAPE MAINT. DISTRICT	112,750.64	-	(38,751.42)	-	73,999.22
270	30	HOUSING & COMMUNITY DEVELOP.	(454,894.73)	407,277.79	-	(26,250.00)	(73,866.94)
275	48	SEWER MAINTENANCE FUND	330,422.15	1,637,239.15	(54,294.77)	(48,000.00)	1,885,366.53
280	60	MISC GRANTS	398,237.75	-	-	-	398,237.75
401	33	CAPITAL PROJECTS FUND	(727,827.23)	230,868.97	(374,579.32)	-	(871,737.58)
405	34	IN-LIEU LOW/MOD HOUSING	25,000.00	-	(23,766.75)	-	1,233.25
601	37	REFUSE FUND	87,775.16	23,743.88	(16,510.76)	-	95,008.26
605	38	CNG FUELING STATION	-	-	-	-	-
601	39	HEALTH & WELFARE INS.	(412,285.12)	565,848.68	(219,747.40)	-	(66,183.84)
605	40	RISK MANAGEMENT	1,528,343.18	387,612.40	(4,309.32)	-	1,911,646.26
610	41	EQUIPMENT REPLACEMENT FUND	14,179.17	-	-	-	14,179.17
615	42	INFORMATION TECHNOLOGY FUND	-	-	-	-	-
701	44	TRUST & AGENCY FUND	502,805.27	35,308.83	(18,981.15)	-	519,130.95
715	47	COMMUNITY FAC. DISTRICT	35,113.01	80.00	-	-	35,203.01
TOTAL PER GENERAL LEDGER			7,655,093.74	4,870,280.70	(6,509,977.06)	-	6,016,397.38



**CITY OF PLACENTIA TREASURER'S REPORT
CERTIFICATION
AS OF SEPTEMBER 30, 2017 (Preliminary)**

TREASURER'S REPORT

3 Month Projected Cash Requirements (October - December): \$ 11,000,000

3 Month Projected Cash Revenues (October - December): \$ 10,000,000

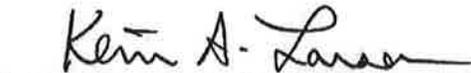
In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months and that all investments are in compliance with the City's Investment Policy.

Submitted By:



Shally Lin, Interim Finance Director

Approved By:



Kevin A. Larson, City Treasurer