



Regular Meeting Agenda October 16, 2018

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

Chad P. Wanke
Mayor

Rhonda Shader
Mayor Pro Tem

Craig S. Green
Councilmember

Ward L. Smith
Councilmember

Jeremy B. Yamaguchi
Councilmember

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS HOUSING SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
October 16, 2018
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

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 – Anticipated Litigation
Significant exposure to litigation: (2 Cases)

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 HOUSING SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
October 16, 2018
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Councilmember Smith

PRESENTATION:

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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

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

Fiscal Impact: None
Recommended Action: Approve.

1.b. **City Fiscal Year 2018-19 Register for October 16, 2018
Check Register**

Fiscal Impact: \$1,197,580.76
Electronic Disbursement Register
Fiscal Impact: \$744,964.40
Recommended Action: It is recommended that the City Council:
1) Receive and file.

1.c. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 for the Operation of the Tamale Festival Scheduled for Wednesday, December 5, 2018**

Fiscal Impact: Estimated Expense: \$13,300 (\$5,300 General Fund Dollars)

Revenue: \$ 8,000 (Reimbursement from Placita Santa Fe Merchants)

Recommended Action: It is recommended that the City Council:

- 1) Provide approval for the Placita Santa Fe Merchants Association to hold the Tamale Festival on December 5, 2018, contingent upon the Merchants Association continuing to work with City Staff to obtain all appropriate permits and insurance, and agreeing to follow all City regulations for the event and reimburse the City \$8,000 for approximately 60 percent of event costs; and
- 2) Adopt Resolution No. R-2018-55, A resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory ordinance sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Tamale Festival on December 5, 2018 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.

1.d. **Approval of Plans and Specifications and Award of Construction Contract for the Powell Building ADA Improvement Project – City Project No. 5803**

Fiscal Impact: Expense: \$107,910 Project Cost

Revenue: \$107,910 Housing & Community Development Fund

Recommended Action: It is recommended that the City Council:

- 1) Approve construction plans and bid specifications as prepared by BOA Architecture; and
- 2) Reject the bid received from Encore Development Company as non-responsive; and
- 3) Approve Resolution No. R-2018-56, A resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2018-19 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 4) Approve a Public Works Agreement with R. Dependable Construction, Inc., for construction of the Powell Building ADA Improvement Project in the amount of \$98,100; and
- 5) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$9,810, for a total construction contract not-to-exceed amount of \$107,910; and
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.e. **Amendment No. 1 to Professional Services Agreement with SCI Consulting Group for Assessment Levy Administrative Services**

Fiscal Impact: Expense: Not-to-Exceed \$24,760 Fiscal Year 2018-19

Not-to-Exceed \$29,561 Fiscal Year 2019-20

Not-to-Exceed \$30,396 Fiscal Year 2020-21

Not-to-Exceed \$31,264 Fiscal Year 2021-22

Cumulative Not-to-Exceed Amount \$115,981

Budgeted: \$24,760 Fiscal Year 2018-19 Operating Budget

No General Fund Dollars Will Be Used for This Project

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Professional Services Agreement with SCI Consulting Group, for annual assessment levy administrative services for an additional not-to-exceed amount of \$97,221 for a cumulative not-to-exceed contract amount of \$115,981, for a term ending April 1, 2022; and

- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney; and
- 3) Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two (2) year term based upon contractor performance and at the discretion of the City.

1.f. **Professional Services Agreement with Environmental Compliance Inspection Services, Inc. for Fats, Oils, and Grease (FOG) Program Inspection Services**

Fiscal Impact: Expense: \$14,500 Annual Contract Amount

Budgeted: \$14,500 Fiscal Year 2018-19 General Fund Operating Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with ECIS, Inc., for an amount not-to-exceed \$14,500 per year for an initial three (3) year contract term, with the option to extend for one (1) additional two (2) year term; and
- 2) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the annual contract not-to-exceed amount; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 4) Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two (2) year term based upon contractor performance and at the discretion of the City.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Acceptance of North Orange County Public Safety Task Force Program Grant Funding and Purchase of K-9 Vehicle**

Fiscal Impact: Expense: \$222,000 PD Personnel (Fiscal Year 2018-19)

\$ 68,000 Vehicle

\$ 20,000 Equipment

Revenue: \$310,000 Corrections Planning & Programs

Recommended Action: It is recommended that the City Council:

- 1) Approve the acceptance of the grant funding allocation to include police vehicles, uniforms, safety equipment, and salaries; and
- 2) Approve the purchase of one (1) new 2019 Ford Interceptor V-6 K-9 SUV from Wondries Fleet Group in Alhambra. The purchase price is not-to-exceed \$40,000; and
- 3) Approve the use of West Coast Lights & Sirens, Inc. as the designated provider for the purchase and installation of the required emergency equipment and custom graphics, in an amount not-to-exceed \$17,000; and
- 4) Approve the purchase of one (1) Motorola APX6500 700/800 MHZ police radio from Motorola Solutions. The purchase price is not-to-exceed \$11,000; and
- 5) Direct the Chief of Police or his designee to complete the necessary reporting documentation as required by the grant program; and
- 6) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, November 13, 2018 at 5:00 p.m.

TENTATIVE AGENDA FORECAST

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

- Award of Construction Contract for Catch Basin Screen Insert Project Phase V
- Approve Installation of Speed Humps on Cypress Street
- Approve Purchase of HVAC Building Automation Control System
- Purchase Order to Library District for Civic Center Electric Meter Service Project
- Acceptance of Sewer Easement for Veterans Village Housing Project
- Successor Agency Loan Agreement for Mercy Housing

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Director of Administrative Services of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the October 16, 2018 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on October 11, 2018.

Rosanna Ramirez, Director of Administrative Services

City of Placentia
Check Register
For 10/16/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Grand Total:	1,197,580.76			

<u>Check Totals by ID</u>	
AP	1,197,580.76
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	552,152.21
205-State Gas Tax (0017)	65,817.92
208-Scsrr Agency Ret Oblg (0054)	1,017.79
210-Measure M (0018)	45,141.53
211-PEG Fund (0058)	6,752.50
215-Air Quality Management (0019)	1,193.84
224-Asset Seiz 15% Training (0073)	1,952.10
227-Explorer Grant NOC (0076)	52,976.25
228-NOC-Public Safety Grant(0061)	19,760.44
229-Comm Trans Hous Grant (0062)	184.38
233-Gen Plan Update Fees (0074)	4,494.89
247-TOD Sewer Impact Fees (0071)	26,045.50
260-Street Lighting Distrct (0028)	30,335.34
265-Landscape Maintenance (0029)	14,523.93
275-Sewer Maintenance (0048)	12,769.56
280-Misc Grants Fund (0050)	168.96
401-City Capital Projects (0033)	55,779.20
501-Refuse Administration (0037)	228,991.47
601-Employee Health & Wlfre (0039)	528.68
605-Risk Management (0040)	20,035.89
701-Special Deposits (0044)	56,958.38

Void Total: 0.00
Check Total: 1,197,580.76

Check Total: 1,197,580.76

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

**City of Placentia
Check Register
For 10/11/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 09/22/18 PD 09/28/18	0010-2196 Garnishments W/H	PY18020	443.98	2700/1801020		00099195	09/28/2018
MW OH	CALIFORNIA STATE V004813	PE 09/22/18 PD 09/28/18	0048-2196 Garnishments W/H	PY18020	156.46	2700/1801020		00099195	09/28/2018
MW OH	CALIFORNIA STATE V004813	PE 09/22/18 PD 09/28/18	0029-2196 Garnishments W/H	PY18020	64.16	2700/1801020		00099195	09/28/2018
MW OH	CALIFORNIA STATE V004813	PE 09/22/18 PD 09/28/18	0037-2196 Garnishments W/H	PY18020	69.23	2700/1801020		00099195	09/28/2018
Check Total:					733.83				
MW OH	FRANCHISE TAX BOARD V000404	PE 09/22/18 PD 09/28/18	0029-2196 Garnishments W/H	PY18020	3.60	2710/1801020		00099196	09/28/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 09/22/18 PD 09/28/18	0048-2196 Garnishments W/H	PY18020	3.60	2710/1801020		00099196	09/28/2018
MW OH	FRANCHISE TAX BOARD V000404	PE 09/22/18 PD 09/28/18	0010-2196 Garnishments W/H	PY18020	52.80	2710/1801020		00099196	09/28/2018
Check Total:					60.00				
MW OH	ORANGE COUNTY V000699	PE 09/22/18 PD 09/28/18	0048-2176 PCEA/OCEA Assoc Dues	PY18020	21.27	2610/1801020		00099197	09/28/2018
MW OH	ORANGE COUNTY V000699	PE 09/22/18 PD 09/28/18	0010-2176 PCEA/OCEA Assoc Dues	PY18020	287.44	2610/1801020		00099197	09/28/2018
MW OH	ORANGE COUNTY V000699	PE 09/22/18 PD 09/28/18	0037-2176 PCEA/OCEA Assoc Dues	PY18020	2.40	2610/1801020		00099197	09/28/2018
MW OH	ORANGE COUNTY V000699	PE 09/22/18 PD 09/28/18	0029-2176 PCEA/OCEA Assoc Dues	PY18020	6.35	2610/1801020		00099197	09/28/2018
Check Total:					317.46				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 09/22/18 PD 09/28/18	0029-2176 PCEA/OCEA Assoc Dues	PY18020	0.66	2615/1801020		00099198	09/28/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 09/22/18 PD 09/28/18	0010-2176 PCEA/OCEA Assoc Dues	PY18020	29.88	2615/1801020		00099198	09/28/2018
MW OH	PCEA C/O NORTH ORANGE V000679	PE 09/22/18 PD 09/28/18	0037-2176	PY18020	0.25	2615/1801020		00099198	09/28/2018

**City of Placentia
Check Register
For 10/11/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues					
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 09/22/18 PD 09/28/18	0048-2176 PCEA/OCEA Assoc Dues	PY18020	2.21 2615/1801020		00099198	09/28/2018
					Check Total:	33.00		
MW OH	PLACENTIA POLICE V000839	PE 09/22/18 PD 09/28/18	0010-2180 Police Mgmt Assn Dues	PY18020	800.10 2625/1801020		00099199	09/28/2018
MW OH	PLACENTIA POLICE V000839	PE 09/22/18 PD 09/28/18	0061-2180 Police Mgmt Assn Dues	PY18020	4.04 2625/1801020		00099199	09/28/2018
					Check Total:	804.14		
MW OH	PLACENTIA POLICE V003519	PE 09/22/18 PD 09/28/18	0061-2178 Placentia Police Assoc Dues	PY18020	78.35 2620/1801020		00099200	09/28/2018
MW OH	PLACENTIA POLICE V003519	PE 09/22/18 PD 09/28/18	0076-2178 Placentia Police Assoc Dues	PY18020	3.82 2620/1801020		00099200	09/28/2018
MW OH	PLACENTIA POLICE V003519	PE 09/22/18 PD 09/28/18	0073-2178 Placentia Police Assoc Dues	PY18020	30.59 2620/1801020		00099200	09/28/2018
MW OH	PLACENTIA POLICE V003519	PE 09/22/18 PD 09/28/18	0062-2178 Placentia Police Assoc Dues	PY18020	156.44 2620/1801020		00099200	09/28/2018
MW OH	PLACENTIA POLICE V003519	PE 09/22/18 PD 09/28/18	0010-2178 Placentia Police Assoc Dues	PY18020	2,420.76 2620/1801020		00099200	09/28/2018
					Check Total:	2,689.96		
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/22/18 PD 09/28/18	0010-2170 Deferred Comp Payable - ICMA	PY18020	2,719.90 2606/1801020		00099201	09/28/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/22/18 PD 09/28/18	0037-2170 Deferred Comp Payable - ICMA	PY18020	20.07 2606/1801020		00099201	09/28/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/22/18 PD 09/28/18	0061-2170 Deferred Comp Payable - ICMA	PY18020	6.35 2606/1801020		00099201	09/28/2018
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/22/18 PD 09/28/18	0054-2170 Deferred Comp Payable - ICMA	PY18020	15.22 2606/1801020		00099201	09/28/2018
MW OH	VANTAGEPOINT TRANSFER	PE 09/22/18 PD 09/28/18	0048-2170	PY18020	153.44 2606/1801020		00099201	09/28/2018

**City of Placentia
Check Register
For 10/11/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V007191		Deferred Comp Payable - ICMA					
MW OH	VANTAGEPOINT TRANSFER PE 09/22/18 PD 09/28/18 V007191		0029-2170 Deferred Comp Payable - ICMA	PY18020	63.66 2606/1801020		00099201	09/28/2018
				Check Total:	2,978.64			
MW OH	ABBIT, JEFF V006201	HERITAGE ENTERTAINMENT SVS	104078-6099 Professional Services	AP092718	525.00 091818		00099202	09/27/2018
				Check Total:	525.00			
MW OH	ADMINSURE V004980	AUG WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP092718	3,261.96 11425		00099203	09/27/2018
				Check Total:	3,261.96			
MW OH	ALBERT GROVER & V007111	JULY TRAFFIC SAFETY STUDY SVS	102802-6185 Construction Services	AP092718	13,637.20 18449-IN	P11376	00099204	09/27/2018
				Check Total:	13,637.20			
MW OH	ANAHEIM REGIONAL V007613	SART EXAM DR# 18-03050	103040-6099 Professional Services	AP092718	850.00 81540827		00099205	09/27/2018
MW OH	ANAHEIM REGIONAL V007613	SART EXAM DR# 18-03090	103040-6099 Professional Services	AP092718	850.00 81541013		00099205	09/27/2018
MW OH	ANAHEIM REGIONAL V007613	SART EXAM DR# 18-03100	103040-6099 Professional Services	AP092718	850.00 81542084		00099205	09/27/2018
				Check Total:	2,550.00			
MW OH	ANDERSON, CHRIS V002769	PD TRAINING MILEAGE	733041-6250 Staff Training	AP092718	15.08 CA100918M		00099206	09/27/2018
				Check Total:	15.08			
MW OH	ANGEL, BRYCE V002886	PD TRAINING MILEAGE	733041-6250 Staff Training	AP092718	6.42 BA101918M		00099207	09/27/2018
				Check Total:	6.42			
MW OH	B & M LAWN & GARDEN V000127	OIL & AIR FILTERS	103655-6130 Repair & Maint/Facilities	AP092718	153.16 406536		00099208	09/27/2018
MW OH	B & M LAWN & GARDEN	IGNITION	103658-6301	AP092718	64.74 407621		00099208	09/27/2018

**City of Placentia
Check Register
For 10/11/2018**

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	INSTALL AIR FILTER	103655-6130 Repair & Maint/Facilities	AP092718	123.99 408701		00099208	09/27/2018
MW OH	B & M LAWN & GARDEN V000127	INSTALL CARBURATOR	103655-6130 Repair & Maint/Facilities	AP092718	151.30 408702		00099208	09/27/2018
MW OH	B & M LAWN & GARDEN V000127	INSTALL CHAIN LOOP	103655-6130 Repair & Maint/Facilities	AP092718	127.05 408704		00099208	09/27/2018
				Check Total:	620.24			
MW OH	BALLOONS PLUSS V011001	BALLOONS FOR 9/24 EVENT	102534-6225 Advertising/Promotional	AP092718	201.63 10960		00099209	09/27/2018
				Check Total:	201.63			
MW OH	BANK OF AMERICA V008179	AUG S.A. BANKING FEES	547525-6099 Professional Services	AP092718	97.86 0013059185		00099210	09/27/2018
				Check Total:	97.86			
MW OH	BIGGS CARDOSA V010461	JULY ENGINEERING,DESIGN SVS	331801-6185 Construction Services	AP092718	55,779.20 74559	P11399	00099211	09/27/2018
				Check Total:	55,779.20			
MW OH	CALIFORNIA PEACE V000208	LSP 300 RENEWAL	103040-6255 Dues & Memberships	AP092718	300.00 134860		00099212	09/27/2018
				Check Total:	300.00			
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP092718	397.89 71936433		00099213	09/27/2018
				Check Total:	397.89			
MW OH	CAMARGO, MARCO V010792	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP092718	646.45 MC10152518M		00099214	09/27/2018
				Check Total:	646.45			
MW OH	CARLSON, DALE V006502	HERITAGE BALLOON ARTIST SVS	104078-6099 Professional Services	AP092718	350.00 091818		00099215	09/27/2018
				Check Total:	350.00			

**City of Placentia
Check Register
For 10/11/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	CCP INDUSTRIES INC V010526	EXAM GLOVES	103658-6301 Special Department Supplies	AP092718	69.17 IN02146149		00099216	09/27/2018
					Check Total:	69.17		
MW OH	CITY OF PLACENTIA V000773	HERITAGE PETTY CASH	104078-6301 Special Department Supplies	AP092718	1,100.00 091818		00099217	09/27/2018
					Check Total:	1,100.00		
MW OH	COMLOCK V003166	KEYS FOR CITY HALL DOORS	103654-6301 Special Department Supplies	AP092718	503.72 809423		00099218	09/27/2018
MW OH	COMLOCK V003166	KEYS FOR GOMEZ CENTER	103654-6301 Special Department Supplies	AP092718	127.68 809590		00099218	09/27/2018
MW OH	COMLOCK V003166	KEYS FOR CITY HALL	103654-6301 Special Department Supplies	AP092718	28.01 812885		00099218	09/27/2018
					Check Total:	659.41		
MW OH	COMMERCIAL AQUATIC V005203	SEPT GOMEZ POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP092718	612.13 I18-4369		00099219	09/27/2018
MW OH	COMMERCIAL AQUATIC V005203	SEPT GOMEZ POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP092718	434.34 I18-4423		00099219	09/27/2018
					Check Total:	1,046.47		
MW OH	CONROY, BRIAN V008501	PD TRAINING MEALS	733041-6250 Staff Training	AP092718	500.00 BC10152518M		00099220	09/27/2018
					Check Total:	500.00		
MW OH	CRADDOCK, KATHERINE V006342	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP092718	69.58 KC091118M		00099221	09/27/2018
					Check Total:	69.58		
MW OH	DARDEN SISTERS V010083	HERITAGE ENTERTAINMENT SVS	104078-6099 Professional Services	AP092718	500.00 091818		00099222	09/27/2018
					Check Total:	500.00		
MW OH	DAVIS, COREY V009996	PD TRAINING MILEAGE	733041-6250 Staff Training	AP092718	6.42 CD101918M		00099223	09/27/2018

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				Check Total:	6.42				
MW OH	DENNIS AND DEBORAH V007072	OCT-DEC LEASE PAYMENT	103043-6160 Facility Rental	AP092718	17,224.50	100118	P11355	00099224	09/27/2018
				Check Total:	17,224.50				
MW OH	DEPARTMENT OF JUSTICE V000213	AUG LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP092718	32.00	324604		00099225	09/27/2018
				Check Total:	32.00				
MW OH	DRABEK, GARY V004197	JULY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP092718	200.00	080918		00099226	09/27/2018
MW OH	DRABEK, GARY V004197	AUG RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP092718	200.00	090518		00099226	09/27/2018
				Check Total:	400.00				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEAL, MILEAGE	733041-6250 Staff Training	AP092718	14.42	TE100418M		00099227	09/27/2018
MW OH	EILEY, TIFFANY V009544	PD TRAINING MILEAGE	733041-6250 Staff Training	AP092718	15.08	TE100918M		00099227	09/27/2018
				Check Total:	29.50				
MW OH	EMPIRE MEDIA V010651	AUG MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP092718	3,632.50	0050	P11370	00099228	09/27/2018
				Check Total:	3,632.50				
MW OH	EVANS GUN WORLD V003336	8/27, 8/30 RANGE FEES	103043-6162 Range Training	AP092718	420.00	1549		00099229	09/27/2018
				Check Total:	420.00				
MW OH	FAIRWAY FORD V000376	INSTALL FUEL PUMP SWITCH	103658-6134 Vehicle Repair & Maintenance	AP092718	133.00	C36187		00099230	09/27/2018
				Check Total:	133.00				
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	AP092718	52.19	6-307-42124		00099231	09/27/2018
				Check Total:	52.19				

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MW OH	GLASBY MAINT. SUPPLY V000445	COTOILET PAPER DISPENSER	103654-6137 Repair Maint/Equipment	AP092718	313.88 290191A		00099232	09/27/2018
MW OH	GLASBY MAINT. SUPPLY V000445	COVACUUM REPAIR SERVICES	103654-6137 Repair Maint/Equipment	AP092718	55.02 290200A		00099232	09/27/2018
Check Total:					368.90			
MW OH	GOLDEN STATE WATER V000928	JULY-SEPT WATER CHARGES	296561-6335 Water	AP092718	4,651.03 09142018		00099233	09/27/2018
MW OH	GOLDEN STATE WATER V000928	JULY-SEPT WATER CHARGES	109595-6335 Water	AP092718	1,611.12 09142018		00099233	09/27/2018
Check Total:					6,262.15			
MW OH	HALVERSON, JOY V007235	HERITAGE ENTERTAINMENT SVS	104078-6099 Professional Services	AP092718	495.00 091818		00099234	09/27/2018
Check Total:					495.00			
MW OH	HENRY, LUCIA V009972	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP092718	692.25 SUMMER 18		00099235	09/27/2018
Check Total:					692.25			
MW OH	HERREN, MATT V009898	PD TRAINING MILEAGE	733041-6250 Staff Training	AP092718	15.08 MH100918M		00099236	09/27/2018
MW OH	HERREN, MATT V009898	PD TRAINING MILEAGE	733041-6250 Staff Training	AP092718	6.42 MH101918M		00099236	09/27/2018
Check Total:					21.50			
MW OH	HOME DEPOT CREDIT V010624	PARK REPAIR MATERIALS	103655-6130 Repair & Maint/Facilities	AP092718	34.39 1013662		00099237	09/27/2018
MW OH	HOME DEPOT CREDIT V010624	BUILDING MAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	AP092718	145.23 1033926		00099237	09/27/2018
MW OH	HOME DEPOT CREDIT V010624	CITY HALL REPAIR MATERIALS	103654-6301 Special Department Supplies	AP092718	93.87 20875		00099237	09/27/2018
MW OH	HOME DEPOT CREDIT V010624	CITY HALL REPAIR MATERIALS	103654-6301 Special Department Supplies	AP092718	60.58 6020233		00099237	09/27/2018

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MW OH	HOME DEPOT CREDIT V010624	BUILDING MAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	AP092718	139.98 7020077		00099237	09/27/2018
MW OH	HOME DEPOT CREDIT V010624	ELEVATOR REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP092718	100.00 8012967		00099237	09/27/2018
MW OH	HOME DEPOT CREDIT V010624	CITY HALL REPAIR MATERIALS	103654-6130 Repair & Maint/Facilities	AP092718	122.37 9012883		00099237	09/27/2018
MW OH	HOME DEPOT CREDIT V010624	CITY HALL REPAIR MATERIALS	103654-6301 Special Department Supplies	AP092718	42.91 9034831		00099237	09/27/2018
MW OH	HOME DEPOT CREDIT V010624	LATE FEE	103654-6301 Special Department Supplies	AP092718	35.00 FCH-006657583		00099237	09/27/2018
Check Total:					774.33			
MW OH	HOUSTON & HARRIS PCS INC/15-19 SEWER MAINT V010110		484356-6120 R & M/Sewer & Storm Drain	AP092718	2,856.65 18-21218	P11419	00099238	09/27/2018
MW OH	HOUSTON & HARRIS PCS INC/15-19 SEWER MAINT V010110		484356-6120 R & M/Sewer & Storm Drain	AP092718	8,149.31 18-21246	P11419	00099238	09/27/2018
MW OH	HOUSTON & HARRIS PCS INC/23 SEWER MAINT V010110		484356-6120 R & M/Sewer & Storm Drain	AP092718	601.40 18-21329	P11419	00099238	09/27/2018
Check Total:					11,607.36			
MW OH	ICMA RETIREMENT TRUST P/E 9/22/18 PD 9/28/18 V010029		0010-2170 Deferred Comp Payable - ICMA	AP092718	2,311.64 092818A		00099239	09/27/2018
MW OH	ICMA RETIREMENT TRUST P/E 9/22/18 PD 9/28/18 V010029		0029-2170 Deferred Comp Payable - ICMA	AP092718	101.13 092818A		00099239	09/27/2018
MW OH	ICMA RETIREMENT TRUST P/E 9/22/18 PD 9/28/18 V010029		0037-2170 Deferred Comp Payable - ICMA	AP092718	139.00 092818A		00099239	09/27/2018
MW OH	ICMA RETIREMENT TRUST P/E 9/22/18 PD 9/28/18 V010029		0054-2170 Deferred Comp Payable - ICMA	AP092718	237.01 092818A		00099239	09/27/2018
MW OH	ICMA RETIREMENT TRUST P/E 9/22/18 PD 9/28/18 V010029		0048-2170 Deferred Comp Payable - ICMA	AP092718	202.76 092818A		00099239	09/27/2018
Check Total:					2,991.54			
MW OH	IMPERIAL SPRINKLER	IRRIGATION SUPPLIES	103655-6130	AP092718	1,323.21 3389909-00		00099240	09/27/2018

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	V006506		Repair & Maint/Facilities					
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP092718	523.92 3419718-00		00099240	09/27/2018
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP092718	112.96 3478328-00		00099240	09/27/2018
Check Total:					1,960.09			
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 9/22 PD 9/28	0054-2131 Employer PARS/ARS Payable	AP092718	74.99 092818A		00099241	09/27/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 9/22 PD 9/28	0037-2131 Employer PARS/ARS Payable	AP092718	164.36 092818A		00099241	09/27/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 9/22 PD 9/28	0048-2131 Employer PARS/ARS Payable	AP092718	244.92 092818A		00099241	09/27/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 9/22 PD 9/28	0010-2131 Employer PARS/ARS Payable	AP092718	1,067.51 092818A		00099241	09/27/2018
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 9/22 PD 9/28	0029-2131 Employer PARS/ARS Payable	AP092718	104.15 092818A		00099241	09/27/2018
Check Total:					1,655.93			
MW OH	KEYSER MARSTON V010468	AUG BLACKWOOD FEASIBILITY RPT	0044-2042 / 45062-2042 Construction Deposits	AP092718	4,000.00 0032606		00099242	09/27/2018
Check Total:					4,000.00			
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - RODRIGUEZ	103043-6360 / 50080-6360 Uniforms	AP092718	161.60 700017948		00099243	09/27/2018
Check Total:					161.60			
MW OH	KOA CORPORATION V006654	AUG TRAFFIC IMPACT STUDY SVS	749822-6017 Special Studies	AP092718	2,900.37 JB73145-9	P11393	00099244	09/27/2018
Check Total:					2,900.37			
MW OH	MCKENZIE, TOM V006560	PD TRAINING MILEAGE	733041-6250 Staff Training	AP092718	15.08 TM100918M		00099245	09/27/2018
Check Total:					15.08			

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MW OH	MICHAEL BAKER V010699	GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP092718	1,594.52	1025537	P11392	00099246	09/27/2018
				Check Total:	1,594.52				
MW OH	MIKE RAAHAUGES V010677	8/31 SWAT RANGE FEES	103043-6162 Range Training	AP092718	110.00	1275		00099247	09/27/2018
				Check Total:	110.00				
MW OH	MOBILE ZOO OF SOUTHERNHERITAGE V010595	MOBILE ZOO	104078-6099 Professional Services	AP092718	1,200.00	091818		00099248	09/27/2018
				Check Total:	1,200.00				
MW OH	MOTO UNITED V009743	PD MOTOR TIRES & REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP092718	1,484.08	301015		00099249	09/27/2018
MW OH	MOTO UNITED V009743	PD MOTOR SERVICE	103658-6134 Vehicle Repair & Maintenance	AP092718	312.78	301561		00099249	09/27/2018
				Check Total:	1,796.86				
MW OH	NGUYEN, VAN KHANH V009861	HERITAGE BALLOON ARTIST SVS	104078-6099 Professional Services	AP092718	350.00	091818		00099250	09/27/2018
				Check Total:	350.00				
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP092718	21,960.40	339596	P11377	00099251	09/27/2018
				Check Total:	21,960.40				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP092718	113.23	62288		00099252	09/27/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP092718	107.72	B62288-1		00099252	09/27/2018
				Check Total:	220.95				
MW OH	ORANGE COUNTY FIRE V000704	AUGUST PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP092718	387.00	P207149		00099253	09/27/2018
				Check Total:	387.00				
MW OH	ORANGE COUNTY	JAN CAPITAL FACILITY CHARGES	0044-2037	AP092718	2,183.10	18-01		00099254	09/27/2018

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	V011002		County Sanitation Dist Fee					
MW OH	ORANGE COUNTY V011002	FEB CAPITAL FACILITY CHARGES	0044-2037 County Sanitation Dist Fee	AP092718	1,371.99 18-02		00099254	09/27/2018
MW OH	ORANGE COUNTY V011002	APR CAPITAL FACILITY CHARGES	0044-2037 County Sanitation Dist Fee	AP092718	668.80 18-04		00099254	09/27/2018
MW OH	ORANGE COUNTY V011002	MAY CAPITAL FACILITY CHARGES	0044-2037 County Sanitation Dist Fee	AP092718	38,074.19 18-05		00099254	09/27/2018
MW OH	ORANGE COUNTY V011002	JUNE CAPITAL FACILITY CHARGES	0044-2037 County Sanitation Dist Fee	AP092718	668.80 18-06		00099254	09/27/2018
Check Total:					42,966.88			
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP092718	15.00 100918-ANDERS		00099255	09/27/2018
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP092718	15.00 100918-EILEY		00099255	09/27/2018
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP092718	15.00 100918-GLOE		00099255	09/27/2018
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP092718	15.00 100918-HERREN		00099255	09/27/2018
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP092718	15.00 100918-KING		00099255	09/27/2018
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP092718	15.00 100918-MCKEN		00099255	09/27/2018
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP092718	15.00 100918-MILLSA		00099255	09/27/2018
MW OH	ORANGE COUNTY SHERIFF V006998	ARREST & CONTROL TACTICS REG	733041-6250 Staff Training	AP092718	15.00 100918-PALUM		00099255	09/27/2018
Check Total:					120.00			
MW OH	ORANGE COUNTY SHERIFF'S V003655	DRIVING FORCE OPTION REG	733041-6250 Staff Training	AP092718	4.60 091718-YAMAG		00099256	09/27/2018
MW OH	ORANGE COUNTY SHERIFF'S	DRIVING SIMULATOR REG	733041-6250	AP092718	4.60 101918-ANGEL		00099256	09/27/2018

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	V003655		Staff Training					
MW OH	ORANGE COUNTY SHERIFF'S DRIVING SIMULATOR REG V003655		733041-6250 Staff Training	AP092718	4.60 101918-HERREN		00099256	09/27/2018
MW OH	ORANGE COUNTY SHERIFF'S DRIVING SIMULATOR REG V003655		733041-6250 Staff Training	AP092718	4.60 101918-MARTIN		00099256	09/27/2018
MW OH	ORANGE COUNTY SHERIFF'S DRIVING SIMULATOR REG V003655		733041-6250 Staff Training	AP092718	4.60 102318-DAVIS		00099256	09/27/2018
MW OH	ORANGE COUNTY SHERIFF'S DRIVING SIMULATOR REG V003655		733041-6250 Staff Training	AP092718	4.60 102318-REIHAN		00099256	09/27/2018
				Check Total:	27.60			
MW OH	ORANGE COUNTY V007306	AUG PARKING CITATIONS	0044-2038 Parking Fines	AP092718	8,212.50 091318		00099257	09/27/2018
				Check Total:	8,212.50			
MW OH	PALUMBO, ZACHARY V000800	PD TRAINING MILEAGE	733041-6250 Staff Training	AP092718	15.08 ZP100918M		00099258	09/27/2018
				Check Total:	15.08			
MW OH	PARS V006999	JULY PARS ARS FEES	109595-6295 City Admin Services	AP092718	576.35 41066		00099259	09/27/2018
				Check Total:	576.35			
MW OH	PERRY, BRIAN V002942	PD TRAINING MEAL, MILEAGE	733041-6250 Staff Training	AP092718	14.42 BP100918M		00099260	09/27/2018
				Check Total:	14.42			
MW OH	PLACENTIA YORBA LINDA V000794	PRINTING SVS - B/L FORMS	102020-6315 Office Supplies	AP092718	464.75 82MI0134		00099261	09/27/2018
MW OH	PLACENTIA YORBA LINDA V000794	PRINTING SVS - ENVELOPES	109595-6315 Office Supplies	AP092718	36.02 82MI0134		00099261	09/27/2018
				Check Total:	500.77			
MW OH	POLE, CHANDRA REKHA V010998	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP092718	90.00 2002337.002		00099262	09/27/2018

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MW OH	POLE, CHANDRA REKHA V010998	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP092718	99.00	2002338.002		00099262	09/27/2018
					Check Total:	189.00			
MW OH	REPUBLIC WASTE SERVICES V007205	AUG REFUSE COLLECTION SVS	374386-6101 Disposal	AP092718	228,346.22	676-003421144	P11418	00099263	09/27/2018
					Check Total:	228,346.22			
MW OH	RWG LAW V010776	JUNE-JULY LEGAL SERVICES	101005-6005 Legal Services	AP092718	5,354.73	218342		00099264	09/27/2018
MW OH	RWG LAW V010776	AUG LEGAL SERVICES	101005-6005 Legal Services	AP092718	59.00	218461		00099264	09/27/2018
MW OH	RWG LAW V010776	AUG LEGAL SERVICES	101005-6005 Legal Services	AP092718	5,115.40	218462		00099264	09/27/2018
					Check Total:	10,529.13			
MW OH	SHRED-IT USA V000905	AUG DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP092718	249.94	8125542927		00099265	09/27/2018
					Check Total:	249.94			
MW OH	SILVER & WRIGHT LLP V009853	AUG LEGAL SERVICES	101005-6299 Other Purchased Services	AP092718	3,818.56	25017		00099266	09/27/2018
					Check Total:	3,818.56			
MW OH	SO CAL GAS V000909	AUG-SEPT GAS CHARGES	109595-6340 Natural Gas	AP092718	765.36	09082017		00099267	09/27/2018
					Check Total:	765.36			
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP092718	101.62	081318		00099268	09/27/2018
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP092718	50.32	081318		00099268	09/27/2018
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP092718	16.14	081318		00099268	09/27/2018
MW OH	SOUTHERN CALIFORNIA	AUG-SEPT ELECTRICAL CHARGES	109595-6330	AP092718	5,645.97	081318		00099268	09/27/2018

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	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	296561-6330 Electricity	AP092718	1,053.73	081318		00099268	09/27/2018
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	296561-6330 Electricity	AP092718	209.73	090518		00099268	09/27/2018
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	109595-6330 Electricity	AP092718	12,528.80	090518		00099268	09/27/2018
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	286560-6330 Electricity	AP092718	30,335.34	090518		00099268	09/27/2018
				Check Total:	49,941.65				
MW OH	SOUTHERN CALIFORNIA V010999	MEMBERSHIP - MARTINEZ	103043-6255 Dues & Memberships	AP092718	50.00	072518		00099269	09/27/2018
				Check Total:	50.00				
MW OH	SPARKLETT'S V000967	SEPT COFFEE SERVICES	109595-6301 Special Department Supplies	AP092718	2,786.96	41061220	091718	00099270	09/27/2018
				Check Total:	2,786.96				
MW OH	SWANK MOTION PICTURES V004927	8/3,10 MOVIE BROADCASTING FEE	104071-6299 / 79397-6299 Other Purchased Services	AP092718	1,338.00	RG 2539642		00099271	09/27/2018
MW OH	SWANK MOTION PICTURES V004927	8/17,24 MOVIE BROADCASTING FEE	104071-6299 / 79397-6299 Other Purchased Services	AP092718	1,138.00	RG 2547851		00099271	09/27/2018
				Check Total:	2,476.00				
MW OH	TALX UC eXpress V002944	9/1-11/30 CLAIMS ADMIN SVS	404581-6025 Third Party Administration	AP092718	289.40	2437135		00099272	09/27/2018
				Check Total:	289.40				
MW OH	THE KARAGINES FAMILY V007073	OCT-DEC LEASE PAYMENT	103043-6160 Facility Rental	AP092718	17,224.50	100118	P11356	00099273	09/27/2018
				Check Total:	17,224.50				
MW OH	TITUS, DILLON V011003	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP092718	95.26	DT10161818MM		00099274	09/27/2018

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				Check Total:	95.26			
MW OH	TRAFFIC MANAGEMENT V008463	SIGN MOUNTING HARDWARE	103652-6301 Special Department Supplies	AP092718	94.82 451095		00099275	09/27/2018
MW OH	TRAFFIC MANAGEMENT V008463	CONCRETE COLD PATCH	103652-6301 Special Department Supplies	AP092718	84.80 451348		00099275	09/27/2018
				Check Total:	179.62			
MW OH	TRAINING FOR SAFETY V011000	ADVANCED DISPATCHER REG	733041-6250 Staff Training	AP092718	296.00 100918-CRADD		00099276	09/27/2018
				Check Total:	296.00			
MW OH	UNITED STATES POSTAL V001085	PERMIT 26 POSTAGE	104070-6325 Postage	AP092718	3,000.00 09192018	P11406	00099277	09/27/2018
				Check Total:	3,000.00			
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/22 PD 9/28	0050-2126 Employee PARS/ARS W/H	AP092718	84.48 092818A		00099278	09/27/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/22 PD 9/28	0010-2131 Employer PARS/ARS Payable	AP092718	843.97 092818A		00099278	09/27/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/22 PD 9/28	0062-2131 Employer PARS/ARS Payable	AP092718	13.97 092818A		00099278	09/27/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/22 PD 9/28	0010-2126 Employee PARS/ARS W/H	AP092718	843.97 092818A		00099278	09/27/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/22 PD 9/28	0062-2126 Employee PARS/ARS W/H	AP092718	13.97 092818A		00099278	09/27/2018
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 9/22 PD 9/28	0050-2131 Employer PARS/ARS Payable	AP092718	84.48 092818A		00099278	09/27/2018
				Check Total:	1,884.84			
MW OH	V & V MANUFACTURING INCD V010393	BADGE REPAIRS	103040-6299 Other Purchased Services	AP092718	123.91 47202		00099279	09/27/2018
MW OH	V & V MANUFACTURING INCD V010393	BADGES	103040-6299 Other Purchased Services	AP092718	652.32 47203		00099279	09/27/2018

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				Check Total:	776.23			
MW OH	WEST COAST ARBORISTS INC/1-15 RESIDENT TREE MAINT V001124		0044-2039 Tree Trimming Deposits	AP092718	765.00 139429		00099280	09/27/2018
MW OH	WEST COAST ARBORISTS INC/16-31 RESIDENT TREE MAINT V001124		0044-2039 Tree Trimming Deposits	AP092718	195.00 139876		00099280	09/27/2018
MW OH	WEST COAST ARBORISTS INC/1-15 TREE TRIMMING SVS V001124		173555-6116 Tree Maintenance	AP092718	55,672.00 139428	P11372	00099280	09/27/2018
MW OH	WEST COAST ARBORISTS INC/16-31 TREE TRIMMING SVS V001124		173555-6116 Tree Maintenance	AP092718	1,003.00 139875	P11372	00099280	09/27/2018
				Check Total:	57,635.00			
MW OH	WESTERN TRANSIT V008280	AUG SR. TRANSPORTATION SVS	194315-6401 Community Programs	AP092718	1,053.77 2.2929	P11404	00099281	09/27/2018
MW OH	WESTERN TRANSIT V008280	AUG SR. TRANSPORTATION SVS	184071-6401 / 79538-6401 Community Programs	AP092718	4,215.07 2.2929	P11404	00099281	09/27/2018
				Check Total:	5,268.84			
MW OH	YAMAGUCHI, BRIAN V003248	JULY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP092718	200.00 080918		00099282	09/27/2018
MW OH	YAMAGUCHI, BRIAN V003248	AUG RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP092718	200.00 090518		00099282	09/27/2018
MW OH	YAMAGUCHI, BRIAN V003248	PD TRAINING MILEAGE	733041-6250 Staff Training	AP092718	14.42 BY091718MM		00099282	09/27/2018
				Check Total:	414.42			
MW OH	YORBA LINDA FEED STORE K9 DOG FOOD V003242		103041-6301 Special Department Supplies	AP092718	56.02 636156		00099283	09/27/2018
MW OH	YORBA LINDA FEED STORE K9 DOG FOOD V003242		103041-6301 Special Department Supplies	AP092718	56.02 636963		00099283	09/27/2018
MW OH	YORBA LINDA FEED STORE K9 DOG FOOD V003242		103041-6301 Special Department Supplies	AP092718	112.04 639076		00099283	09/27/2018
MW OH	YORBA LINDA FEED STORE K9 DOG FOOD		103041-6301	AP092718	180.99 639784		00099283	09/27/2018

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	V003242		Special Department Supplies					
				Check Total:	405.07			
MW OH	YORBA LINDA WATER V006633	SEPT SEWER CHARGES	484356-6297 Billing Services	AP092718	377.54 215406		00099284	09/27/2018
				Check Total:	377.54			
MW OH	911 RESTORATION OF V011007	PD BLDG MOLD CLEAN-UP	103040-6299 Other Purchased Services	AP100418	1,248.00 092418		00099285	10/04/2018
				Check Total:	1,248.00			
MW OH	ALL CITY MANAGEMENT V000005	8/26-9/8 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP100418	2,375.28 56145	P11361	00099286	10/04/2018
				Check Total:	2,375.28			
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	103654-6290 Dept. Contract Services	AP100418	1,396.88 10205		00099287	10/04/2018
				Check Total:	1,396.88			
MW OH	ANTHEM LIFE INSURANCE V000046	OCT LIFE INSURANCE PMT	103040-5110 Life Ins Allocation	AP100418	5.00 100118A		00099288	10/04/2018
				Check Total:	5.00			
MW OH	AT & T V008736	9/15-10/14 LMD INTERNET SVS	296561-6215 Telephone	AP100418	39.25 SEPT LMD 18		00099289	10/04/2018
				Check Total:	39.25			
MW OH	AT & T MOBILITY V008709	8/8-9/7 IPAD CHARGES	109595-6215 Telephone	AP100418	596.74 X09152018		00099290	10/04/2018
				Check Total:	596.74			
MW OH	AT&T V004144	AUG-SEPT PHONE CHARGES	109595-6215 Telephone	AP100418	1,876.79 081218		00099291	10/04/2018
MW OH	AT&T V004144	AUG-SEPT PHONE CHARGES	296561-6215 Telephone	AP100418	521.65 081218		00099291	10/04/2018
				Check Total:	2,398.44			
MW OH	AT&T	METROLINK UTILITY RELOCATION	185801-6185	AP100418	40,366.16 192554A		00099292	10/04/2018

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	V010536		Construction Services						
				Check Total:	40,366.16				
MW OH	ATMOSPHERE EVENTS V011012	DEPOSIT - XMAS TREE LIGHTING	104071-6299 Other Purchased Services	AP100418	2,971.50	INV-00029		00099293	10/04/2018
				Check Total:	2,971.50				
MW OH	BEAR STATE AIR V011013	BUSINESS LICENSE OVERPAYMENT	100000-4710 Reimbursements/Other Revenue	AP100418	30.00	100218A		00099294	10/04/2018
				Check Total:	30.00				
MW OH	BREA TROPHY AND V004181	BAND REVIEW TROPHIES	104078-6301 Special Department Supplies	AP100418	2,530.51	6711		00099295	10/04/2018
MW OH	BREA TROPHY AND V004181	HERITAGE PARADE TROPHIES	104078-6301 Special Department Supplies	AP100418	1,031.98	6712		00099295	10/04/2018
				Check Total:	3,562.49				
MW OH	BUTTS, MICHAEL V005479	IACP TRAINING MEALS	733041-6250 Staff Training	AP100418	240.00	BB106818M		00099296	10/04/2018
				Check Total:	240.00				
MW OH	CABELLO, LORENO V011009	DEPOSIT REFUND - KRAEMER PARK	100000-4385 Facility Rental	AP100418	100.00	2002346.002		00099297	10/04/2018
				Check Total:	100.00				
MW OH	CANON FINANCIAL SERVICES V008867	SEPT COPIER USAGE	109595-6175 Office Equipment Rental	AP100418	3,205.32	19190123		00099298	10/04/2018
MW OH	CANON FINANCIAL SERVICES V008867	SEPT COPIER USAGE	109595-6175 Office Equipment Rental	AP100418	262.12	19190125		00099298	10/04/2018
				Check Total:	3,467.44				
MW OH	CARTER, CARLOS V006511	HERITAGE DJ SERVICES	104078-6099 Professional Services	AP100418	500.00	1801		00099299	10/04/2018
				Check Total:	500.00				
MW OH	CBE V008124	8/20-9/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP100418	545.90	IN2060089		00099300	10/04/2018

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MW OH	CBE V008124	8/20-9/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP100418	152.75 IN2060090		00099300	10/04/2018
					Check Total:	698.65		
MW OH	CDCE INC V009479	ANTENNA FOR PD VEHICLE	103041-6301 Special Department Supplies	AP100418	177.79 134359		00099301	10/04/2018
MW OH	CDCE INC V009479	ANTENNA INSTALLATION SVS	103041-6301 Special Department Supplies	AP100418	375.00 134428		00099301	10/04/2018
					Check Total:	552.79		
MW OH	CERTIFIED ENVIRONMENTAL V011008	MOLD TESTING SERVICES	103040-6299 Other Purchased Services	AP100418	500.00 000391		00099302	10/04/2018
					Check Total:	500.00		
MW OH	CHAVEZ, MINERVA V010818	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP100418	150.00 2002351.002		00099303	10/04/2018
					Check Total:	150.00		
MW OH	CITY OF PLACENTIA V000773	CREDIT	100000-4710 Reimbursements/Other Revenue	AP100418	-15.00 093018		00099304	10/04/2018
MW OH	CITY OF PLACENTIA V000773	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	AP100418	20.12 093018		00099304	10/04/2018
MW OH	CITY OF PLACENTIA V000773	PDAOC DIRECTORS LUNCHEON REG	102531-6245 Meetings & Conferences	AP100418	24.00 093018		00099304	10/04/2018
MW OH	CITY OF PLACENTIA V000773	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	AP100418	10.75 093018		00099304	10/04/2018
					Check Total:	39.87		
MW OH	COLLARD, BRENDA V008530	CLASS REFUND	100000-4385 / 79348-4340 Facility Rental	AP100418	89.00 2002350.002		00099305	10/04/2018
					Check Total:	89.00		
MW OH	DATA TICKET INC. V006119	AUG CODE CITATION PROCESSING	102533-6290 Dept. Contract Services	AP100418	618.00 92447		00099306	10/04/2018
					Check Total:	618.00		

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MW OH	DFS FLOORING INC V000099	SEPT CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	AP100418	665.00 305857-34		00099307	10/04/2018
					Check Total:	665.00		
MW OH	DUDEK & ASSOCIATES INC V004114	JULY ENGINEERING SVS - SEWER	713811-6185 Construction Services	AP100418	26,045.50 20185314	P11429	00099308	10/04/2018
					Check Total:	26,045.50		
MW OH	ECIS V006623	FOG REVIEW - 1448 N KRAEMER	103593-6099 Professional Services	AP100418	225.00 COP-FPR001		00099309	10/04/2018
					Check Total:	225.00		
MW OH	ENTERPRISE FLEET V003312	SEPT PD VEHICLE LEASE PMT	103042-6165 / 50070-6165 Vehicle Rental	AP100418	4,192.41 FBN3538363	P11371	00099310	10/04/2018
					Check Total:	4,192.41		
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP100418	55.28 102-055301		00099311	10/04/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP100418	89.49 102-055859		00099311	10/04/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP100418	44.65 102-056552		00099311	10/04/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP100418	137.67 102-056554		00099311	10/04/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP100418	297.48 102-056847		00099311	10/04/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6137 Repair Maint/Equipment	AP100418	19.48 102-056918		00099311	10/04/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP100418	39.73 12-2871177		00099311	10/04/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6137 Repair Maint/Equipment	AP100418	39.50 12-2874129		00099311	10/04/2018
MW OH	FACTORY MOTOR PARTS	VEHICLE REPAIR PARTS	103658-6134	AP100418	93.56 12-2877157		00099311	10/04/2018

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	V010842		Vehicle Repair & Maintenance					
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP100418	80.45 12-2878405		00099311	10/04/2018
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP100418	112.93 12-2879691		00099311	10/04/2018
					Check Total:	1,010.22		
MW OH	FAST DEER BUS CHARTER V004445	SR. EXCURSION TRANSPORATION	194315-6401 Community Programs	AP100418	140.07 140335		00099312	10/04/2018
MW OH	FAST DEER BUS CHARTER V004445	SR. EXCURSION TRANSPORATION	184071-6401 / 79538-6401 Community Programs	AP100418	560.30 140335		00099312	10/04/2018
					Check Total:	700.37		
MW OH	FM THOMAS AIR V010634	FREEZER, REFRIGERATOR REPAIRS	103043-6301 Special Department Supplies	AP100418	720.00 38935		00099313	10/04/2018
					Check Total:	720.00		
MW OH	FUN GOLF CARS V011011	HERITAGE GOLF CART RENTALS	104078-6301 Special Department Supplies	AP100418	1,462.38 OC090518G1		00099314	10/04/2018
					Check Total:	1,462.38		
MW OH	FUN SERVICES V000412	HERITAGE GAMES SERVICES	104078-6099 Professional Services	AP100418	1,784.50 28655		00099315	10/04/2018
					Check Total:	1,784.50		
MW OH	GARCIA, BLANCA V007760	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP100418	150.00 2002352.002		00099316	10/04/2018
					Check Total:	150.00		
MW OH	GASTELUM, ART M V009741	18/19 PROPERTY TAXES	109595-6410 Property Taxes	AP100418	3,301.43 00039		00099317	10/04/2018
MW OH	GASTELUM, ART M V009741	OCT-DEC LEASE PAYMENT	105525-6935 Lease Expenditure	AP100418	15,000.00 PAYMENT #18		00099317	10/04/2018
					Check Total:	18,301.43		
MW OH	GOKALDAS, MILAN	ACCOUNT BALANCE REFUND	100000-4385	AP100418	200.00 2002348.002		00099318	10/04/2018

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	V011010		Facility Rental					
				Check Total:	200.00			
MW OH	GOLDEN STATE WATER V000928	JULY-SEPT WATER CHARGES	296561-6335 Water	AP100418	864.20 091818		00099319	10/04/2018
MW OH	GOLDEN STATE WATER V000928	JULY-SEPT WATER CHARGES	109595-6335 Water	AP100418	7,968.40 091818		00099319	10/04/2018
				Check Total:	8,832.60			
MW OH	GRANICUS INC. V007659	18/19 OPEN PLATFORM SUITE	581573-6136 Software Maintenance	AP100418	3,120.00 102241		00099320	10/04/2018
				Check Total:	3,120.00			
MW OH	HALO CONFIDENTIAL V008544	9/20 PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP100418	3,013.64 0113	P11363	00099321	10/04/2018
				Check Total:	3,013.64			
MW OH	HEALTHPOINTE MEDICAL V010713	8/21 EMPLOYMENT EXAMS	101512-6099 Professional Services	AP100418	723.00 30601-2639152		00099322	10/04/2018
				Check Total:	723.00			
MW OH	HI-WAY SAFETY RENTALS V000459	NO SMOKING SIGNS	103652-6310 Street Signs	AP100418	2,636.25 78618		00099323	10/04/2018
				Check Total:	2,636.25			
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP100418	100.00 30-18-167		00099324	10/04/2018
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP100418	100.00 30-18-213		00099324	10/04/2018
				Check Total:	200.00			
MW OH	IE INC V011015	80% BLDG PERMIT REFUND	100000-4166 Heat/Ventilation Air Cond	AP100418	196.08 B18-0706		00099325	10/04/2018
				Check Total:	196.08			
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	102531-6225 / 45062-6225 Advertising/Promotional	AP100418	1,742.84 78178		00099326	10/04/2018

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MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	1,099.64	87855		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL RETAINER	101005-6005 Legal Services	AP100418	34,236.50	88203		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	20.75	88204		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	3,215.92	88206		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	622.44	88207		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	7,573.05	88208		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	2,994.06	88209		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP100418	491.56	88210		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	178.75	88214		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	1,765.18	88215		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	1,364.91	88220		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	89.37	88221		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	1,094.84	88222		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	2,100.34	88223		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	67.02	88224		00099326	10/04/2018

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MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	3,220.19	88228		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	547525-6005 Legal Services	AP100418	264.53	88229		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	145.24	88230		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	2,251.03	88231		00099326	10/04/2018
MW OH	JONES & MAYER V009822	JULY LEGAL SERVICES	101005-6005 Legal Services	AP100418	1,683.25	88325		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL RETAINER	101005-6005 Legal Services	AP100418	27,347.72	88610		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	82.99	88611		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	82.99	88613		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	373.47	88614		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	1,182.64	88615		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	558.59	88616		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP100418	134.06	88618		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	402.20	88622		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	670.31	88623		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	320.30	88626		00099326	10/04/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	1,622.72	88629		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	335.16	88630		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	52.81	88631		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	7,051.27	88635		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	547525-6005 Legal Services	AP100418	169.58	88636		00099326	10/04/2018
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP100418	134.06	88637		00099326	10/04/2018
Check Total:					106,742.28				
MW OH	KNOWLES-MCNIFF INC V000558	SOFTWARE MAINT SVS	101523-6136 Software Maintenance	AP100418	1,512.00	INV91226	P11417	00099328	10/04/2018
Check Total:					1,512.00				
MW OH	KOSMONT COMPANIES V006131	MAY SUCCESSOR AGENCY SUPPORT	547525-6099 Professional Services	AP100418	158.60	1502.9 037	P11396	00099329	10/04/2018
Check Total:					158.60				
MW OH	LANDSCAPE WEST V010932	AUG PARK MAINT SVS	103655-6115 Landscaping	AP100418	18,379.75	8016	P11369	00099330	10/04/2018
MW OH	LANDSCAPE WEST V010932	SEPT PARK MAINT SVS	103655-6115 Landscaping	AP100418	17,979.75	8090	P11369	00099330	10/04/2018
Check Total:					36,359.50				
MW OH	LENYI, DARIN V010245	PD TRAINING AIRFARE, MEALS	733041-6250 Staff Training	AP100418	376.15	DL106818M		00099331	10/04/2018
Check Total:					376.15				
MW OH	LIZARDIURIBE, MARIA V011006	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP100418	150.00	2002343.002		00099332	10/04/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	150.00			
MW OH	MARIPOSA LANDSCAPES INC V000647	JULY LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP100418	1,492.67 81495	P11384	00099333	10/04/2018
MW OH	MARIPOSA LANDSCAPES INC V000647	JULY LANDSCAPE MAINT	103655-6115 Landscaping	AP100418	3,643.37 81495	P11384	00099333	10/04/2018
MW OH	MARIPOSA LANDSCAPES INC V000647	JULY LANDSCAPE MAINT	173555-6115 Landscaping	AP100418	9,142.92 81495	P11384	00099333	10/04/2018
MW OH	MARIPOSA LANDSCAPES INC V000647	JULY LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP100418	6,040.63 81495	P11384	00099333	10/04/2018
				Check Total:	20,319.59			
MW OH	MCCORMACK ROOFING V010022	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP100418	100.00 30-18-141		00099334	10/04/2018
				Check Total:	100.00			
MW OH	MINUTEMAN V007449	PRINTING SVS - MAILER #4	101001-6001 Management Consulting Services	AP100418	1,722.78 34178		00099335	10/04/2018
				Check Total:	1,722.78			
MW OH	MOTOROLA SOLUTIONS V009892	APX UNIT RADIO	763041-6842 Vehicles	AP100418	10,957.34 16012318	P11415	00099336	10/04/2018
MW OH	MOTOROLA SOLUTIONS V009892	APX UNIT RADIO	613041-6842 Vehicles	AP100418	19,671.70 41256147	P11416	00099336	10/04/2018
				Check Total:	30,629.04			
MW OH	NATIONAL AUTO FLEET V010853	2018 FORD TRANSIT 350	763041-6842 Vehicles	AP100418	42,015.09 42253750	P11414	00099337	10/04/2018
				Check Total:	42,015.09			
MW OH	ODYSSEY POWER COPR V010391	GENERATOR MAINT	103654-6130 Repair & Maint/Facilities	AP100418	1,175.00 86554		00099338	10/04/2018
MW OH	ODYSSEY POWER COPR V010391	DIESEL FUEL	103658-6345 Gasoline & Diesel Fuel	AP100418	664.10 86658		00099338	10/04/2018
				Check Total:	1,839.10			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP100418	202.09	62235		00099339	10/04/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP100418	184.93	62274		00099339	10/04/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP100418	140.58	62286		00099339	10/04/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP100418	8.62	62290		00099339	10/04/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	AP100418	67.10	62293		00099339	10/04/2018
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP100418	202.09	62341		00099339	10/04/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP100418	34.14	B62274-1		00099339	10/04/2018
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP100418	12.59	B62290-1		00099339	10/04/2018
				Check Total:	852.14				
MW OH	ORANGE COUNTY V007306	4TH QTR ANIMAL CARE SVS	103045-6280 Animal Control Services	AP100418	104,652.00	AC1890100		00099340	10/04/2018
MW OH	ORANGE COUNTY V007306	1ST QTR SHELTER CONSTRUCTION	103045-6130 Repair & Maint/Facilities	AP100418	16,034.20	AC1990008	P11366	00099340	10/04/2018
				Check Total:	120,686.20				
MW OH	PACIFIC CREST ROOFING V011005	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP100418	100.00	30-18-128		00099341	10/04/2018
				Check Total:	100.00				
MW OH	PARS V006999	JULY REP FEES	109595-6295 City Admin Services	AP100418	400.00	41162		00099342	10/04/2018
				Check Total:	400.00				
MW OH	PEST OPTIONS INC	GROUND SQUIRREL TREATMENT	296561-6130	AP100418	800.00	308249	P11408	00099343	10/04/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010037		Repair & Maint/Facilities						
				Check Total:	800.00				
MW OH	PLACENTIA, CITY OF V000782	SEPT WORKER'S COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP100418	16,484.53	90518-92818		00099344	10/04/2018
				Check Total:	16,484.53				
MW OH	POWERSTRIDE BATTERY COBATTERIES V000785		103658-6134 Vehicle Repair & Maintenance	AP100418	104.86	C 65908		00099345	10/04/2018
MW OH	POWERSTRIDE BATTERY COBATTERIES V000785		103658-6134 Vehicle Repair & Maintenance	AP100418	227.69	C 65949		00099345	10/04/2018
				Check Total:	332.55				
MW OH	PRINCIPAL FINANCIAL V000844	SEPT LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP100418	114.14	12412882900-001		00099346	10/04/2018
MW OH	PRINCIPAL FINANCIAL V000844	SEPT LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	AP100418	136.97	12412882900-001		00099346	10/04/2018
MW OH	PRINCIPAL FINANCIAL V000844	SEPT LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP100418	71.43	12412882900-001		00099346	10/04/2018
MW OH	PRINCIPAL FINANCIAL V000844	SEPT LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	AP100418	103.13	12412882900-001		00099346	10/04/2018
MW OH	PRINCIPAL FINANCIAL V000844	SEPT LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP100418	528.68	12412882900-001		00099346	10/04/2018
MW OH	PRINCIPAL FINANCIAL V000844	SEPT LIFE INSURANCE PREMIUMS	103550-5001 Salaries/Full-Time Regular	AP100418	136.28	12412882900-001		00099346	10/04/2018
				Check Total:	1,090.63				
MW OH	PSYCHOLOGICAL V009259	9/3 PRE-EMPLOYMENT EXAM	101512-6099 Professional Services	AP100418	400.00	523412		00099347	10/04/2018
				Check Total:	400.00				
MW OH	RELIANCE STANDARD LIFE V008214	SEPT LTD/GL INSURANCE PMT	109595-5169 STD Ins Premium	AP100418	4,075.49	09012018 LTD		00099348	10/04/2018
MW OH	RELIANCE STANDARD LIFE	SEPT STD INSURANCE PMT	109595-5169	AP100418	2,611.77	09012018 STD		00099348	10/04/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008214		STD Ins Premium						
				Check Total:	6,687.26				
MW OH	RIVERSIDE COUNTY V008065	REPORT WRITING REG - LEMUS	733041-6250 Staff Training	AP100418	59.00	FL101118R		00099349	10/04/2018
				Check Total:	59.00				
MW OH	SAGECREST PLANNING AND V010576	JULY CHIEF BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP100418	7,040.00	1177	P11426	00099350	10/04/2018
MW OH	SAGECREST PLANNING AND V010576	JULY BLDG INSPECTOR SVS	102532-6290 Dept. Contract Services	AP100418	368.00	1177	P11426	00099350	10/04/2018
MW OH	SAGECREST PLANNING AND V010576	JULY PW INSPECTOR SVS	103551-6290 Dept. Contract Services	AP100418	3,910.00	1177	P11426	00099350	10/04/2018
MW OH	SAGECREST PLANNING AND V010576	JULY BLDG INSPECTOR SVS	102532-6290 Dept. Contract Services	AP100418	400.00	1177	P11426	00099350	10/04/2018
MW OH	SAGECREST PLANNING AND V010576	AUG BLDG INSPECTOR SVS	102532-6290 Dept. Contract Services	AP100418	828.00	1198	P11426	00099350	10/04/2018
MW OH	SAGECREST PLANNING AND V010576	AUG PW INSPECTOR SVS	103551-6290 Dept. Contract Services	AP100418	4,140.00	1198	P11426	00099350	10/04/2018
MW OH	SAGECREST PLANNING AND V010576	AUG CHIEF BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP100418	6,800.00	1198	P11426	00099350	10/04/2018
MW OH	SAGECREST PLANNING AND V010576	AUG HERALD APT PLAN CHECK SVS	102532-6290 Dept. Contract Services	AP100418	2,000.00	1207	P11426	00099350	10/04/2018
				Check Total:	25,486.00				
MW OH	SCHORR METALS INC V000949	TUBE CUTTING SVS	103658-6137 Repair Maint/Equipment	AP100418	24.31	1719752		00099351	10/04/2018
				Check Total:	24.31				
MW OH	SECO ELECTRIC & LIGHTING V010182	LED LAMPS	103654-6130 Repair & Maint/Facilities	AP100418	427.23	4945		00099352	10/04/2018
				Check Total:	427.23				
MW OH	SITEONE LANDSCAPE	PLANTS - TULBAGHIA VIOLACEA	103655-6301	AP100418	45.42	88041916		00099353	10/04/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011004		Special Department Supplies						
MW OH	SITEONE LANDSCAPE V011004	PLANTS - TULBAGHIA VIOLACEA	103655-6301 Special Department Supplies	AP100418	18.17	88048922		00099353	10/04/2018
				Check Total:	63.59				
MW OH	SOUTHERN CALIFORNIA V000910	AUG-SEPT ELECTRICAL CHARGES	109595-6330 Electricity	AP100418	2,946.80	082418		00099354	10/04/2018
				Check Total:	2,946.80				
MW OH	SPARKLETTS V000967	AUG SR CENTER WATER SVS	104079-6301 Special Department Supplies	AP100418	113.05	14974536	091918	00099355	10/04/2018
				Check Total:	113.05				
MW OH	TAPLIN, CYNTHIA V010645	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP100418	75.00	2002355.002		00099356	10/04/2018
				Check Total:	75.00				
MW OH	THE LEW EDWARDS GROUP V009775	SEPT CONSULTING SVS	101001-6001 Management Consulting Services	AP100418	6,000.00	007	P11380	00099357	10/04/2018
				Check Total:	6,000.00				
MW OH	TIAA COMMERCIAL FINANC V010867	ØCT PRINTER MGMNT SVS	109595-6137 Repair Maint/Equipment	AP100418	1,684.86	5601083	P11357	00099358	10/04/2018
MW OH	TIAA COMMERCIAL FINANC V010867	ØCT PRINTER MGMNT SVS	109595-6137 Repair Maint/Equipment	AP100418	332.78	5601083	P11435	00099358	10/04/2018
				Check Total:	2,017.64				
MW OH	TIME WARNER CABLE V004450	OCT EOC CABLE CHARGES	109595-6215 Telephone	AP100418	576.79	0034466091618		00099359	10/04/2018
MW OH	TIME WARNER CABLE V004450	OCT 10MB DEDICATED FIBER ACCESS	109595-6215 Telephone	AP100418	1,221.28	0347700091518		00099359	10/04/2018
MW OH	TIME WARNER CABLE V004450	OCT WHITTEN INTERNET SVS	109595-6215 Telephone	AP100418	632.86	0347726091518		00099359	10/04/2018
MW OH	TIME WARNER CABLE V004450	OCT PW YARD INTERNET CHARGES	109595-6215 Telephone	AP100418	632.86	0347858091718		00099359	10/04/2018

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For 10/11/2018**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	3,063.79				
MW OH	TURBO DATA SYSTEMS INC V001238	AUG CITATION PROCESSING SVS	103047-6290 Dept. Contract Services	AP100418	2,197.42	28727	P11364	00099360	10/04/2018
				Check Total:	2,197.42				
MW OH	UNITED RENTALS NORTH V001082	STUMP GRINDER RENTAL	103652-6170 Equipment & Tool Rental	AP100418	173.37	160916896-001		00099361	10/04/2018
				Check Total:	173.37				
MW OH	UNITED STATES POSTAL V001085	PERMIT 26 POSTAGE	101001-6001 Management Consulting Services	AP100418	3,100.00	100318		00099362	10/04/2018
				Check Total:	3,100.00				
MW OH	VERIZON WIRELESS V008735	8/21-9/20 PD IPADS, LAPTOPS	109595-6215 Telephone	AP100418	1,673.43	9815004400		00099363	10/04/2018
MW OH	VERIZON WIRELESS V008735	8/21-9/20 CA IPAD CHARGES	109595-6215 Telephone	AP100418	38.01	9815004401		00099363	10/04/2018
MW OH	VERIZON WIRELESS V008735	8/21-9/20 IPAD CHARGES	101523-6840 Machinery & Equipment	AP100418	286.88	9815004402		00099363	10/04/2018
MW OH	VERIZON WIRELESS V008735	8/21-9/20 IPAD CHARGES	109595-6215 Telephone	AP100418	386.46	9815004402		00099363	10/04/2018
MW OH	VERIZON WIRELESS V008735	8/21-9/20 COUNCIL IPAD CHARGES	109595-6215 Telephone	AP100418	283.26	9815004403		00099363	10/04/2018
MW OH	VERIZON WIRELESS V008735	IPADS	101523-6840 Machinery & Equipment	AP100418	1,556.66	9815004403		00099363	10/04/2018
MW OH	VERIZON WIRELESS V008735	8/21-9/20 PUMP STATION INTERNE	109595-6215 Telephone	AP100418	19.01	9815009369		00099363	10/04/2018
MW OH	VERIZON WIRELESS V008735	8/21-9/20 PUMP STATION INTERNE	109595-6215 / 21009-6215 Telephone	AP100418	19.00	9815009369		00099363	10/04/2018
				Check Total:	4,262.71				
MW OH	WEST COAST ARBORISTS INC V001124	PALM TREE SKINNING	101904-6185 Construction Services	AP100418	7,735.00	139448	P11424	00099364	10/04/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	7,735.00				
MW OH	WEX BANK V007269	SEPT PD FUEL CHARGES	103658-6345 Gasoline & Diesel Fuel	AP100418	688.63	55957712		00099365	10/04/2018
				Check Total:	688.63				
MW OH	YORBA REGIONAL ANIMAL MEDICAL CARE FOR K9 HABO V008472		103041-6301 Special Department Supplies	AP100418	426.24	711461940		00099366	10/04/2018
				Check Total:	426.24				
				Type Total:	1,197,580.76				
				Check Total:	1,197,580.76				

City of Placentia
Electronic Disbursement Register
For 10/16/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 418,863.80

EDR Totals by ID

AP	0.00
EP	418,863.80
IP	0.00
OP	0.00

Fund Name

EDR Totals by Fund

101-General Fund (0010)	225,034.19
208-Scssr Agency Ret Oblg (0054)	1,994.70
224-Asset Seiz 15% Training (0073)	552.61
227-Explorer Grant NOC (0076)	126.26
228-NOC-Public Safety Grant(0061)	3,588.59
229-Comm Trans Hous Grant (0062)	2,777.95
265-Landscape Maintenance (0029)	1,825.86
275-Sewer Maintenance (0048)	7,649.90
280-Misc Grants Fund (0050)	195.24
501-Refuse Administration (0037)	2,144.47
601-Employee Health & Wlfre (0039)	172,974.03

Void Total: 64,386.81

EDR Total: 418,863.80

Electronic Disbursement Sub Totals: 418,863.80

ACH Payroll Direct Deposit for 10/12/18: 326,100.60

Electronic Disbursement Total: 744,964.40

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	EMPLOYMENT V010052	STATE TAX 9/20 BUYBACK	0010-2135 Calif Income Tax W/H	ACH092518	4,516.96	092018		00011074	09/25/2018
				Check Total:	4,516.96				
EP	INTERNAL REVENUE V010054	FED/MED/SS 9/20 BUYBACK	0010-2110 Federal Income Tax W/H	ACH092518	16,182.45	092018		00011075	09/25/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 9/20 BUYBACK	0010-2120 Employer Medicare Payable	ACH092518	1,721.70	092018		00011075	09/25/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS 9/20 BUYBACK	0010-2115 Employee Medicare W/H	ACH092518	1,721.70	092018		00011075	09/25/2018
				Check Total:	19,625.85				
EP	ACOSTA, JOAQUIN E000017	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011076	10/01/2018
				Check Total:	196.00				
EP	ALDWIR, MAMOUN E000113	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,446.97	OCTOBER 2018		00011077	10/01/2018
				Check Total:	1,446.97				
EP	ANDERSON, MARLA E000071	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011078	10/01/2018
				Check Total:	524.00				
EP	ARMSTRONG, JOHN T E000046	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	874.42	OCTOBER 2018		00011079	10/01/2018
				Check Total:	874.42				
EP	AUDISS, JAY SCOTT E000125	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,739.00	OCTOBER 2018		00011080	10/01/2018
				Check Total:	1,739.00				
EP	BABCOCK, CHARLES A E000015	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	330.00	OCTOBER 2018		00011081	10/01/2018
				Check Total:	330.00				
EP	BEALS, SHARLENE	OCT MEDICAL REIMBURSEMENT	395083-5161	ACH092718	196.00	OCTOBER 2018		00011082	10/01/2018

City of Placentia
Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000076		Health Insurance Premiums						
				Check Total:	196.00				
EP	BERMUDEZ, ALBERT E000124	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	480.29	OCTOBER 2018		00011083	10/01/2018
				Check Total:	480.29				
EP	BONESCHANS, DENNIS E000020	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011084	10/01/2018
				Check Total:	196.00				
EP	BUNNELL, DONALD E000062	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011085	10/01/2018
				Check Total:	524.00				
EP	BURGNER, ARTHUR E000074	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011086	10/01/2018
				Check Total:	524.00				
EP	BUSSE, MICHAEL E000131	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,330.00	OCTOBER 2018		00011087	10/01/2018
				Check Total:	1,330.00				
EP	CHANDLER, JOHN P E000109	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,330.00	OCTOBER 2018		00011088	10/01/2018
				Check Total:	1,330.00				
EP	CHANG, ROBERT E000107	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,586.00	OCTOBER 2018		00011089	10/01/2018
				Check Total:	1,586.00				
EP	COBBETT, GEOFFREY E000007	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011090	10/01/2018
				Check Total:	524.00				
EP	COOK, ARLENE M E000018	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011091	10/01/2018

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				Check Total:	524.00				
EP	D'AMATO, ROBERT E000056	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011092	10/01/2018
				Check Total:	196.00				
EP	DAVID, PRESTON E000112	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	972.42	OCTOBER 2018		00011093	10/01/2018
				Check Total:	972.42				
EP	DAVIS, CAROLYN E000005	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011094	10/01/2018
				Check Total:	524.00				
EP	DELOS SANTOS, JAMIE E000045	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	528.00	OCTOBER 2018		00011095	10/01/2018
				Check Total:	528.00				
EP	DICKSON, ROBERTA JO E000011	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011096	10/01/2018
				Check Total:	196.00				
EP	DOWNEY, CAROL E000082	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011097	10/01/2018
				Check Total:	524.00				
EP	ECKENRODE, NORMAN E000029	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011098	10/01/2018
				Check Total:	524.00				
EP	ELSTRO, ANN M E000027	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011099	10/01/2018
				Check Total:	524.00				
EP	ESCOBOSA, LILLIAN E000055	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011100	10/01/2018
				Check Total:	524.00				
EP	ESPINOZA, ROSALINDA	OCT MEDICAL REIMBURSEMENT	395083-5161	ACH092718	528.00	OCTOBER 2018		00011101	10/01/2018

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	E000016		Health Insurance Premiums						
				Check Total:	528.00				
EP	FRICKE, JUERGEN E000075	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	789.00	OCTOBER 2018		00011102	10/01/2018
				Check Total:	789.00				
EP	FULLER, GLENN H E000081	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	789.00	OCTOBER 2018		00011103	10/01/2018
				Check Total:	789.00				
EP	GALLANT, KAREN E000008	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011104	10/01/2018
				Check Total:	524.00				
EP	GARNER, JO ANN E000047	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011105	10/01/2018
				Check Total:	524.00				
EP	GARNER, KITTY E000080	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	860.00	OCTOBER 2018		00011106	10/01/2018
				Check Total:	860.00				
EP	GOMEZ, DANIEL E000049	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011107	10/01/2018
				Check Total:	524.00				
EP	GRIMM, DENNIS L E000042	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	564.00	OCTOBER 2018		00011108	10/01/2018
				Check Total:	564.00				
EP	HOLTSCRAW, KATHERINE E000121	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	528.00	OCTOBER 2018		00011109	10/01/2018
				Check Total:	528.00				
EP	IRVINE, SUZETTE E000019	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011110	10/01/2018

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				Check Total:	524.00				
EP	JENKINS, ROBERT E000084	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	558.94	OCTOBER 2018		00011111	10/01/2018
				Check Total:	558.94				
EP	JOHNSON, SHARON E000099	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011112	10/01/2018
				Check Total:	524.00				
EP	JONES, ROBERT E000053	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	197.76	OCTOBER 2018		00011113	10/01/2018
				Check Total:	197.76				
EP	JUDD, TERRELL E000115	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,189.00	OCTOBER 2018		00011114	10/01/2018
				Check Total:	1,189.00				
EP	KIRKLAND, RICHARD L E000110	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011115	10/01/2018
				Check Total:	196.00				
EP	LITTLE, DIANE M E000098	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	564.00	OCTOBER 2018		00011116	10/01/2018
				Check Total:	564.00				
EP	LOOMIS, CORINNE E000122	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	528.00	OCTOBER 2018		00011117	10/01/2018
				Check Total:	528.00				
EP	LOWREY, B J E000041	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	330.00	OCTOBER 2018		00011118	10/01/2018
				Check Total:	330.00				
EP	MAERTZWEILER, MICHAEL E000032	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011119	10/01/2018
				Check Total:	524.00				
EP	MANNING, VEDA M	OCT MEDICAL REIMBURSEMENT	395083-5161	ACH092718	196.00	OCTOBER 2018		00011120	10/01/2018

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	E000063		Health Insurance Premiums						
				Check Total:	196.00				
EP	MILANO, JAMES E000054	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011121	10/01/2018
				Check Total:	524.00				
EP	MILLER, RICHARD E000106	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,330.00	OCTOBER 2018		00011122	10/01/2018
				Check Total:	1,330.00				
EP	MOORE, LARRY W E000044	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011123	10/01/2018
				Check Total:	196.00				
EP	OLEA, ARLENE J E000014	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,189.00	OCTOBER 2018		00011124	10/01/2018
				Check Total:	1,189.00				
EP	ORTEGA, MANUEL E E000100	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	697.00	OCTOBER 2018		00011125	10/01/2018
				Check Total:	697.00				
EP	PALMER, GEORGE E000094	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,095.00	OCTOBER 2018		00011126	10/01/2018
				Check Total:	1,095.00				
EP	PASCARELLA, RICHARD E000129	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,739.00	OCTOBER 2018		00011127	10/01/2018
				Check Total:	1,739.00				
EP	PASCUA, RAYNALD E000114	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,586.00	OCTOBER 2018		00011128	10/01/2018
				Check Total:	1,586.00				
EP	PASPALL, MIHAJLO E000085	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011129	10/01/2018

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				Check Total:	524.00				
EP	PEREZ, ROBERT E000111	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011130	10/01/2018
				Check Total:	196.00				
EP	PICHON, WALTER E000103	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	249.30	OCTOBER 2018		00011131	10/01/2018
				Check Total:	249.30				
EP	PINEDA, MATEO E000127	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	850.14	OCTOBER 2018		00011132	10/01/2018
				Check Total:	850.14				
EP	PISCHEL, STEPHEN E000130	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,189.00	OCTOBER 2018		00011133	10/01/2018
				Check Total:	1,189.00				
EP	REDIFER, KIM R E000022	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	789.00	OCTOBER 2018		00011134	10/01/2018
				Check Total:	789.00				
EP	RENDEN, BRIAN E000083	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	800.54	OCTOBER 2018		00011135	10/01/2018
				Check Total:	800.54				
EP	REYES, ROGER T E000024	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011136	10/01/2018
				Check Total:	524.00				
EP	RICE, RUSSELL J E000059	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,330.00	OCTOBER 2018		00011137	10/01/2018
				Check Total:	1,330.00				
EP	RISHER, THOMAS A E000013	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011138	10/01/2018
				Check Total:	524.00				
EP	RIVERA, AIDA	OCT MEDICAL REIMBURSEMENT	395083-5161	ACH092718	196.00	OCTOBER 2018		00011139	10/01/2018

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	E000026		Health Insurance Premiums						
				Check Total:	196.00				
EP	ROACH, MICHAEL E000105	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,330.00	OCTOBER 2018		00011140	10/01/2018
				Check Total:	1,330.00				
EP	ROBB, SANDRA E000043	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011141	10/01/2018
				Check Total:	524.00				
EP	ROKOSZ, KEN A E000035	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	528.00	OCTOBER 2018		00011142	10/01/2018
				Check Total:	528.00				
EP	ROSE, RICHARD D E000050	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	860.00	OCTOBER 2018		00011143	10/01/2018
				Check Total:	860.00				
EP	SALE, LEE R E000031	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011144	10/01/2018
				Check Total:	524.00				
EP	SANCHEZ, LAURA E000058	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011145	10/01/2018
				Check Total:	196.00				
EP	SANGOLUISA, ZORA G E000048	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011146	10/01/2018
				Check Total:	196.00				
EP	SCHLIEDER, BEVERLY E000120	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,480.01	OCTOBER 2018		00011147	10/01/2018
				Check Total:	1,480.01				
EP	SMITH, WARD E000128	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,586.00	OCTOBER 2018		00011148	10/01/2018

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				Check Total:	1,586.00				
EP	SOMOYA, JOHN P E000089	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	789.00	OCTOBER 2018		00011149	10/01/2018
				Check Total:	789.00				
EP	SOTO, PHILIP J E000052	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011150	10/01/2018
				Check Total:	524.00				
EP	SPRAGUE, GARY A E000064	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,739.00	OCTOBER 2018		00011151	10/01/2018
				Check Total:	1,739.00				
EP	STEPHEN, JEFFREY E000119	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,586.00	OCTOBER 2018		00011152	10/01/2018
				Check Total:	1,586.00				
EP	TAYLOR, DAVID M E000088	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	564.00	OCTOBER 2018		00011153	10/01/2018
				Check Total:	564.00				
EP	TAYLOR, LINDA E000126	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	487.39	OCTOBER 2018		00011154	10/01/2018
				Check Total:	487.39				
EP	THOMANN, DARYLL L E000101	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	558.94	OCTOBER 2018		00011155	10/01/2018
				Check Total:	558.94				
EP	TRIFOS, WILLIAM E000104	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,590.00	OCTOBER 2018		00011156	10/01/2018
				Check Total:	1,590.00				
EP	VALENTINE, THOMAS E000118	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,330.00	OCTOBER 2018		00011157	10/01/2018
				Check Total:	1,330.00				
EP	VERSTYNEN, WILLIAM	OCT MEDICAL REIMBURSEMENT	395083-5161	ACH092718	196.00	OCTOBER 2018		00011158	10/01/2018

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	E000092		Health Insurance Premiums						
				Check Total:	196.00				
EP	WAHL, KATHLEEN A E000030	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	196.00	OCTOBER 2018		00011159	10/01/2018
				Check Total:	196.00				
EP	WIEST, STEPHEN E000079	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	524.00	OCTOBER 2018		00011160	10/01/2018
				Check Total:	524.00				
EP	WORDEN, LARRY M E000116	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	480.29	OCTOBER 2018		00011161	10/01/2018
				Check Total:	480.29				
EP	YAMAGUCHI, BRIAN E000123	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,330.00	OCTOBER 2018		00011162	10/01/2018
				Check Total:	1,330.00				
EP	ZAMORA, JERRY E000037	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	789.00	OCTOBER 2018		00011163	10/01/2018
				Check Total:	789.00				
EP	ZINN, JOHN E000009	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH092718	1,152.40	OCTOBER 2018		00011164	10/01/2018
				Check Total:	1,152.40				
EP	CALIFORNIA PUBLIC V010053	SEPT UAL PAYMENT	395083-5145 Retirement PERS	ACH092818	61,853.37	10000001541550		00011165	09/28/2018
EP	CALIFORNIA PUBLIC V010053	SEPT UAL PAYMENT	395083-5145 Retirement PERS	ACH092818	111,193.16	10000001541551		00011165	09/28/2018
				Check Total:	173,046.53				
EP	ICMA RETIREMENT TRUST V000496	PE 09/22/18 PD 09/28/18	0010-2170 Deferred Comp Payable - ICMA	PY18020	12,842.10	2995/1801020		00011166	09/28/2018
EP	ICMA RETIREMENT TRUST V000496	PE 09/22/18 PD 09/28/18	0062-2170 Deferred Comp Payable - ICMA	PY18020	350.00	2995/1801020		00011166	09/28/2018

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EP	ICMA RETIREMENT TRUST V000496	PE 09/22/18 PD 09/28/18	0029-2170 Deferred Comp Payable - ICMA	PY18020	158.88	2995/1801020		00011166	09/28/2018
EP	ICMA RETIREMENT TRUST V000496	PE 09/22/18 PD 09/28/18	0037-2170 Deferred Comp Payable - ICMA	PY18020	181.75	2995/1801020		00011166	09/28/2018
EP	ICMA RETIREMENT TRUST V000496	PE 09/22/18 PD 09/28/18	0048-2170 Deferred Comp Payable - ICMA	PY18020	586.32	2995/1801020		00011166	09/28/2018
EP	ICMA RETIREMENT TRUST V000496	PE 09/22/18 PD 09/28/18	0054-2170 Deferred Comp Payable - ICMA	PY18020	267.01	2995/1801020		00011166	09/28/2018
EP	ICMA RETIREMENT TRUST V000496	PE 09/22/18 PD 09/28/18	0061-2170 Deferred Comp Payable - ICMA	PY18020	507.98	2995/1801020		00011166	09/28/2018
Check Total:					14,894.04				
EP	AMERICAN FIDELITY V010011	FSA P/E 9/22 PD 9/28	0010-2190 Dependent Care SSA	ACH100218	63.99	092818		00011167	10/01/2018
EP	AMERICAN FIDELITY V010011	FSA P/E 9/22 PD 9/28	0029-2188 Health Care SSA	ACH100218	8.20	092818		00011167	10/01/2018
EP	AMERICAN FIDELITY V010011	FSA P/E 9/22 PD 9/28	0010-2188 Health Care SSA	ACH100218	628.50	092818		00011167	10/01/2018
EP	AMERICAN FIDELITY V010011	FSA P/E 9/22 PD 9/28	0029-2190 Dependent Care SSA	ACH100218	11.09	092818		00011167	10/01/2018
EP	AMERICAN FIDELITY V010011	FSA P/E 9/22 PD 9/28	0054-2188 Health Care SSA	ACH100218	14.22	092818		00011167	10/01/2018
EP	AMERICAN FIDELITY V010011	FSA P/E 9/22 PD 9/28	0037-2188 Health Care SSA	ACH100218	10.81	092818		00011167	10/01/2018
EP	AMERICAN FIDELITY V010011	FSA P/E 9/22 PD 9/28	0037-2190 Dependent Care SSA	ACH100218	16.64	092818		00011167	10/01/2018
EP	AMERICAN FIDELITY V010011	FSA P/E 9/22 PD 9/28	0048-2188 Health Care SSA	ACH100218	10.58	092818		00011167	10/01/2018
EP	AMERICAN FIDELITY V010011	FSA P/E 9/22 PD 9/28	0048-2190 Dependent Care SSA	ACH100218	33.28	092818		00011167	10/01/2018
Check Total:					797.31				

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EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0029-2135 Calif Income Tax W/H	ACH100218	141.29	092818		00011168	10/01/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0037-2135 Calif Income Tax W/H	ACH100218	206.54	092818		00011168	10/01/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0048-2135 Calif Income Tax W/H	ACH100218	522.96	092818		00011168	10/01/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0010-2135 Calif Income Tax W/H	ACH100218	14,493.37	092818		00011168	10/01/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0050-2135 Calif Income Tax W/H	ACH100218	8.81	092818		00011168	10/01/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0076-2135 Calif Income Tax W/H	ACH100218	25.01	092818		00011168	10/01/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0054-2135 Calif Income Tax W/H	ACH100218	240.43	092818		00011168	10/01/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0061-2135 Calif Income Tax W/H	ACH100218	163.25	092818		00011168	10/01/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0062-2135 Calif Income Tax W/H	ACH100218	174.53	092818		00011168	10/01/2018
EP	EMPLOYMENT V010052	STATE TAX P/E 9/22 PD 9/28	0073-2135 Calif Income Tax W/H	ACH100218	105.48	092818		00011168	10/01/2018
Check Total:					16,081.67				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0010-2115 Employee Medicare W/H	ACH100218	5,403.94	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0010-2120 Employer Medicare Payable	ACH100218	5,403.94	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0029-2110 Federal Income Tax W/H	ACH100218	357.75	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0029-2115 Employee Medicare W/H	ACH100218	50.97	092818		00011169	10/01/2018
EP	INTERNAL REVENUE	FED/MED/SS P/E 9/22 PD 9/28	0029-2120	ACH100218	50.97	092818		00011169	10/01/2018

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Employer Medicare Payable						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0037-2110 Federal Income Tax W/H	ACH100218	496.94	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0037-2115 Employee Medicare W/H	ACH100218	60.30	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0037-2120 Employer Medicare Payable	ACH100218	60.30	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0048-2110 Federal Income Tax W/H	ACH100218	1,333.84	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0048-2115 Employee Medicare W/H	ACH100218	176.76	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0048-2120 Employer Medicare Payable	ACH100218	176.76	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0050-2110 Federal Income Tax W/H	ACH100218	121.13	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0010-2110 Federal Income Tax W/H	ACH100218	37,436.75	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0050-2115 Employee Medicare W/H	ACH100218	32.65	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0076-2120 Employer Medicare Payable	ACH100218	5.99	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0050-2120 Employer Medicare Payable	ACH100218	32.65	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0054-2110 Federal Income Tax W/H	ACH100218	532.11	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0054-2115 Employee Medicare W/H	ACH100218	61.20	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0054-2120 Employer Medicare Payable	ACH100218	61.20	092818		00011169	10/01/2018
EP	INTERNAL REVENUE	FED/MED/SS P/E 9/22 PD 9/28	0061-2110	ACH100218	320.07	092818		00011169	10/01/2018

City of Placentia
Electronic Disbursement Register
For 10/11/2018

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/SS P/E 9/22 PD 9/28	0061-2115 Employee Medicare W/H	ACH100218	70.38	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0061-2120 Employer Medicare Payable	ACH100218	70.38	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0062-2110 Federal Income Tax W/H	ACH100218	460.61	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0062-2115 Employee Medicare W/H	ACH100218	233.31	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0062-2120 Employer Medicare Payable	ACH100218	233.31	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0073-2110 Federal Income Tax W/H	ACH100218	264.22	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0073-2115 Employee Medicare W/H	ACH100218	26.01	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0073-2120 Employer Medicare Payable	ACH100218	26.01	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0076-2110 Federal Income Tax W/H	ACH100218	61.48	092818		00011169	10/01/2018
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 9/22 PD 9/28	0076-2115 Employee Medicare W/H	ACH100218	5.99	092818		00011169	10/01/2018
				Check Total:	53,627.92				
EP	AMERICAN FIDELITY V010011	P/E 9/22/18 PD 9/28/18	0010-2155 Per Sec Plan - Opt. Life	ACH100418	35.10	09282018		00011170	10/04/2018
EP	AMERICAN FIDELITY V010011	P/E 9/22/18 PD 9/28/18	395000-2187 Voluntary Plan Life	ACH100418	454.11	09282018		00011170	10/04/2018
				Check Total:	489.21				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0010-2145 Employee PERS Payback W/H	ACH100418	78.40	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC	PERS P/E 9/22 PD 9/28	0010-2150	ACH100418	96.66	092818		00011171	10/04/2018

City of Placentia
Electronic Disbursement Register
For 10/11/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Survivor Benefit Package						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0010-2165 PERS Employer Payable	ACH100418	9.50	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0010-2195 PERS Uniform	ACH100418	21.22	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0029-2140 Employee PERS W/H	ACH100418	1,045.32	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0029-2150 Survivor Benefit Package	ACH100418	1.09	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0029-2195 PERS Uniform	ACH100418	0.30	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0037-2140 Employee PERS W/H	ACH100418	1,106.02	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0037-2145 Employee PERS Payback W/H	ACH100418	4.13	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0037-2150 Survivor Benefit Package	ACH100418	1.04	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0048-2140 Employee PERS W/H	ACH100418	4,803.68	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0010-2140 Employee PERS W/H	ACH100418	124,377.91	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0048-2150 Survivor Benefit Package	ACH100418	4.25	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	395083-5145 Retirement PERS	ACH100418	-64,913.42	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0048-2195 PERS Uniform	ACH100418	1.47	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0054-2140 Employee PERS W/H	ACH100418	817.85	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC	PERS P/E 9/22 PD 9/28	0054-2150	ACH100418	0.68	092818		00011171	10/04/2018

City of Placentia
Electronic Disbursement Register
For 10/11/2018

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Survivor Benefit Package						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0061-2140 Employee PERS W/H	ACH100418	2,454.97	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0061-2150 Survivor Benefit Package	ACH100418	0.98	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0061-2195 PERS Uniform	ACH100418	0.58	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0062-2140 Employee PERS W/H	ACH100418	1,323.40	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0062-2150 Survivor Benefit Package	ACH100418	2.79	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0073-2140 Employee PERS W/H	ACH100418	130.42	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0073-2150 Survivor Benefit Package	ACH100418	0.34	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0073-2195 PERS Uniform	ACH100418	0.13	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0076-2140 Employee PERS W/H	ACH100418	27.74	092818		00011171	10/04/2018
EP	CALIFORNIA PUBLIC V010053	PERS P/E 9/22 PD 9/28	0076-2150 Survivor Benefit Package	ACH100418	0.05	092818		00011171	10/04/2018

Check Total: 71,397.50

Type Total: 418,863.80

Check Total: 418,863.80



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: OCTOBER 16, 2018

SUBJECT: **RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 FOR THE OPERATION OF THE TAMALE FESTIVAL SCHEDULED FOR WEDNESDAY, DECEMBER 5, 2018**

FISCAL
IMPACT: ESTIMATED EXPENSE: \$13,300 (\$5,300 GENERAL FUND DOLLARS)
REVENUE: \$ 8,000 (REIMBURSEMENT FROM PLACITA SANTA FE MERCHANTS)

SUMMARY:

The Placita Santa Fe Merchants Association (Merchants Association) is planning to hold the annual Tamale Festival on Wednesday, December 5, 2018 in the historic downtown area. In order to facilitate this event, certain regulatory ordinances must be temporarily suspended. In addition, due to the size and location of the event, City support services including Police, Public Works, and Community Services will be needed. Based upon last year's event costs, the estimated cost of these services is approximately \$13,300. The Merchants Association has committed to reimburse the City a total of \$8,000 for these costs, thereby covering approximately 60 percent of the total event costs. This item requests the adoption of a resolution temporarily suspending certain regulatory ordinances to allow the Tamale Festival to be held on December 5, 2018.

RECOMMENDATION:

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

1. Provide approval for the Placita Santa Fe Merchants Association to hold the Tamale Festival on December 5, 2018, contingent upon the Merchants Association continuing to work with City Staff to obtain all appropriate permits and insurance, and agreeing to follow all City regulations for the event and reimburse the City \$8,000 for approximately 60 percent of event costs; and
2. Adopt Resolution No. R-2018-XX, A resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory ordinance sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Tamale

1.c.
October 16, 2018

Festival on December 5, 2018 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.

DISCUSSION:

The Tamale Festival will celebrate its 24th anniversary on Wednesday, December 5th in the City's Old Town area. The event is traditionally hosted by the Merchants Association with City Staff support from Police, Public Works, and Community Services Departments. The event includes food booths featuring local area restaurants, a visit and gifts from Santa Claus, as well as live musical entertainment. In addition, the Merchants Association sells beer and wine, which provides a fundraising opportunity to help offset the event costs.

The suspension of the following two (2) sections of the Placentia Municipal Code is necessary to conduct the event:

- (1) Section 23.76.050 to allow for amplified sound which may exceed the noise level standards on Santa Fe Avenue and Bradford Avenue; and
- (2) Section 10.28.010 to allow the consumption of alcohol on public property.

The attached Resolution temporarily suspends the two sections of the Placentia Municipal Code to facilitate the event.

FISCAL IMPACT:

Estimated cost for Police, Public Works, and Community Services personnel and equipment that will be needed for the Tamale Festival event is approximately \$13,300. The Merchants Association is also working to acquire donations and sponsorships to offset event costs and have committed to reimburse the City \$8,000.

Prepared by:



Felipe Zambrano
Community Services Coordinator

Reviewed and approved:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Correspondence from Placita Santa Fe Merchants Requesting Continued Support of the 24th Annual Tamale Festival
2. Resolution No. R-2018-XX



September 5, 2018

Mr Felipe Zambrano
City of Placentia
401 E Chapman Ave
Placentia, CA 92870

Dear Mr. Zambrano

**RE: Request for Continued Support of Tamale Festival /Holiday Tree Lighting 2018 in the
Downtown**

The Placita Santa Fe Merchants are very pleased and excited to announce the upcoming 23rd Annual Tamale Festival and Las Posadas on Wednesday, December 05th 2018, 4pm-9:30pm in the downtown area.

The merchants with the support of the City of Placentia have collaborated in providing continuous successful annual events in downtown for over twenty years. We are proposing to continue with our annual signature event and are seeking continued partnership with the City of Placentia. Last year's event was once again a great success for our City and we received nothing but positive remarks!

This event has been very crucial and important to Placentia's downtown for many reasons, but largely because it provides an excellent opportunity to showcase the downtown area in a very positive light. Our downtown area still struggles to be as economically vital as other neighboring cities. Our events bring in new clientele to the area and reminds those that know about us but do not shop and dine in the downtown that we are still there. The downtown area is one of Placentia's hidden treasures that can be turned around and be propelled to be just as economically vibrant and revitalized as any other surrounding city. The progress that has been made in the downtown up to now, such as the Melrose Underpass, Clementine Homes and the completion of the Pedestrian Bridge and the proposed Metro Link Station and Parking Structure are testaments that we are going in the right direction. Regrettably many city residents have never even seen these completed projects and we want to change that. We want to spark interest to the downtown area so that residents make it a habit of coming down throughout the year and not just on special occasions. Economic leakage diminishes when our own City residents spend in our own City and we also draw tax revenue from non-residents spending in Placentia.

Attendance at our Tamale Fest continues to grow each year and we can draw as many as 15,000 + persons. We believe that our Tamale Festival, is probably the second largest in

Attachment 1

Southern California next to the Indio Tamale Fest. While we continue to grow each year we are very proud of the great reputation we have achieved. The City of Placentia has been instrumental in partnering with the downtown merchants and together we have achieved this success. We are, however, in a position where we cannot sustain these events by ourselves, therefore, that is why we ask for continued collaboration from the City.

As prosperity arrives to the future of Downtown area, we would anticipate additional continued events such as Farmers Markets, Strawberry Festival, Orange Festival, Dia de Los Muertos and other monthly attractions in order to be able to compete with surrounding Downtowns. The projected Metro Link Station, Parking Structure and TOD developments should also be a great vehicle for revitalization of the area and help inject a new life to our community.

Following is a list of the scope of the event and the services that we would request assistance from the City in order to obtain the same level of quality service for the Annual Tamale Festival 2018.

DESCRIPTION OF EVENT:

24th ANNUAL TAMALES FESTIVAL AND LAS POSADAS & HOLIDAY TREE LIGHTING

DATE: Wednesday, December 05, 2018
TIME: 4PM-9:30PM
LOCATION: DOWNTOWN PLACENTIA
ACTIVITIES:

- Food, craft, display and game booths,
- Live entertainment in staged area,
- Beer and Wine Booths,
- Posada
- Santa Claus Village (Placentia Rotary has committed to providing Santa Claus, providing toys for the children, setup and staging of elves.)
- Holiday Tree Lighting
- Decoration of Main Stage

REQUEST FOR SERVICES NEEDED FROM THE CITY OF PLACENTIA AT A TOTAL COST OF \$8,000.00 TO BE PAID BY THE PLACITA SANTA FE MERCHANTS ASSOCIATION

Department of Community Services:

Provide a Staff liaison, Felipe Zambrano, to be a member of the planning committee

Mr. Zambrano to be in attendance for event & provide:

Direction for set-up, logistics of event, teardown

Provide assistance with red-shirts on day of event for set-up & teardown

Advertise in Placentia Quarterly and City Website, Lamar and Premiere Marquee

Assist in Vendor notification and vendor check-in and parking

Provide communication with Valencia High School to allow parking for shuttle buses.
Provide Shuttle Service to event
Provide First Aid Station
Provide Banner space on Kraemer Blvd. and Chapman Aves.
Other support you may feel necessary

Department of Public Works:

Provide cones and signs in appropriate streets notifying of street closure day of.
Close off all required streets.
Provide Barricades
Provide services for clean up during and after event
Provide Street sweepers after event.
Other support you may feel necessary.

Police Department:

Provide event patrol during event.
Provide Explorers or cadets during event.
Other support you may feel necessary.

Payment:

Payment for said services will be a total of \$8,000.00 from the Placita Santa Fe Merchants to the City of Placentia. We would like to request to make payments as follows:

\$2,000 by second week in December.

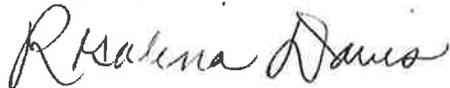
\$3,000 by end of December

\$3,000 by end of January

It is also our intent to obtain an ABC permit to sell beer and wine at event and this will be done in accordance with the guidelines of The City of Placentia and Department of ABC as we have always done in the past.

I would like to express my sincere gratitude to the City of Placentia and City Council for all past support in helping us make these events tremendously successful. Showcasing the downtown area and bringing the community together in these family events is very important to all of us. Thank you for your consideration.

Best Regards,



Rosalina Davis, Chairperson
24th Annual Tamale Festival

RESOLUTION NO. R-2018-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 OF THE PLACENTIA MUNICIPAL CODE FOR THE OPERATION OF THE TAMALE FESTIVAL ON DECEMBER 5, 2018 ON THE 100 AND 200 BLOCKS OF SANTA FE AVENUE AND THE 200 BLOCK OF BRADFORD AVENUE

A. Recitals.

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

(ii) The City Council finds that certain events of broad public interest may benefit the City and the City's economy by attracting large numbers of visitors, by generating favorable publicity, and by enhancing a marketable image for the City.

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 City temporarily suspends Placentia Municipal Code Section 23.76.050 relative to use of amplified music which may exceed the noise standards during the Tamale Festival on 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue on Wednesday, December 5, 2018, from 4:00 p.m. to 9:30 p.m.
3. The City temporarily suspends Placentia Municipal Code Section 10.28.010 relative to the controlled use of alcohol in a public place during the Tamale Festival on 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue on Wednesday, December 5, 2018, from 4:00 p.m. to 9:30 p.m.
4. The specified sections of the Placentia Municipal Code (Sections 23.76.050 and 10.28.010) shall remain in full force and effect throughout the remainder of the City.
5. This Resolution shall take effect from and after its date of adoption.

PASSED, ADOPTED AND APPROVED this 16th day of October 2018.

Chad P. Wanke, Mayor

ATTEST:

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16th day of October 2018, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian Bettehnausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: OCTOBER 16, 2018

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT FOR THE POWELL BUILDING ADA IMPROVEMENT PROJECT – CITY PROJECT NO. 5803**

FISCAL
IMPACT: EXPENSE: \$107,910 PROJECT COST
REVENUE: \$107,910 HOUSING & COMMUNITY DEVELOP. FUND

SUMMARY:

This project will upgrade the restrooms at the Powell Building Senior Center to provide Americans with Disabilities Act (ADA) compliant restrooms for the public and City Staff. The project entails renovation of three (3) restrooms and new building entry doors. A total of two (2) bids for this project were received on September 13, 2018. The bids were reviewed by Staff for responsiveness and compliance with the instructions to bidders. After a thorough review, the bid received from the apparent low bidder was found to be non-responsive due to not conforming to the bid instructions. The second bid from R. Dependable Construction Inc. (R. Dependable), was reviewed by Staff and it was found to be responsive. Staff recommends the City Council award a contract to the lowest responsive, responsible bidder, R. Dependable Construction, Inc., in the amount of \$98,100. In addition to the construction cost, a ten percent (10%) construction contingency amount of \$9,810 is provided to cover any unforeseen conditions found during construction. The total project budget including contingency amounts to \$107,910.

RECOMMENDATION:

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

1. Approve construction plans and bid specifications as prepared by BOA Architecture; and
2. Reject the bid received from Encore Development Company as non-responsive; and
3. Approve Resolution No. R-2018-XX, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2018-19 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and

1.d.
October 16, 2018

4. Approve a Public Works Agreement with R. Dependable Construction, Inc., for construction of the Powell Building ADA Improvement Project in the amount of \$98,100; and
5. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$9,810, for a total construction contract not-to-exceed amount of \$107,910; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The scope of this project entails the renovation of three (3) restrooms and replacement of the entry doors for the Powell Building Senior Center. On September 13, 2018 the City received two (2) bids from contractors to construct the project. The following table provides the bid amounts received from each contractor:

Contractor	Bid Amount
Encore Development Company	\$97,858.93
R. Dependable Construction, Inc.	\$98,100.00

The low bid received for this project was from Encore Development Company. However, after a thorough review by Staff, Encore’s bid was found to be non-responsive. Encore Development altered the City’s bid schedule by adding extra bid items. The standard instructions to bidders used in the City’s bid documents are very clear that the bid forms not be altered in any way. This alteration created an unbalanced bid for the purpose of determining the low bidders on an “apples to apples” basis. The second bid received from R. Dependable was reviewed by Staff and it was found to be responsive and valid. R. Dependable was previously awarded the City’s construction contract for the recently completed Police Station Lobby and Men’s Locker Room renovation project and the Emergency Operations Center (EOC) renovation project. Based on R. Dependable’s experience, references and performance on the City’s past projects, Staff recommends awarding a contract to R. Dependable for the Powell Building ADA Improvement Project. Should the City Council elect to award this contract, construction is anticipated to begin in early November.

FISCAL IMPACT:

The proposed resolution amending the Fiscal Year 2018-19 budget is presented for City Council consideration to allocate \$107,910 of Housing and Community Development Funds for the project. The project was originally budgeted in Fiscal Year 2017-18; however, as presented to Council during the FY 2018-19 budget process, staff would request budget adjustments for project carryovers that were not complete. The following table summarizes the costs associated with this project:

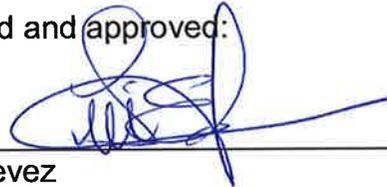
Construction Contract Amount	\$98,100.00
Construction Contingency @ 10%	\$9,810.00
Total Project Cost	\$107,910.00

Prepared by:



Masoud Sepahi
City Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Agreement with R. Dependable Construction, Inc.
2. Budget Adjustment Resolution

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
POWELL BUILDING ADA IMPROVEMENT PROJECT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 16TH day of October 2018 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and R. Dependable Construction Inc., (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of Powell Building ADA Improvement Project including construction of improvements that comply with all accessibility requirements 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 R. Dependable Construction Inc., a (California corporation, partnership, individual) located at 1019 W. 3rd Street Ste. B, San Bernardino, CA 92410.
- (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. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

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, all applicable accessibility requirements and 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, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (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 Ninety Eight Thousand and One Hundred Dollars (\$98,100.00) (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 October 16th, 2019, 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:

Rosemary Padilla

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, P.E., City Engineer

To Contractor:
R. Dependable Const., Inc.
1019 W. 3rd Street, Ste., B
San Bernardino, CA 92410
Attn: Rosemary Padilla

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 ensure 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. Further, Contractor shall comply with the following:

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with

E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

Chad P. Wanke, Mayor

Date: _____

Project No. 5803

ATTEST:

Patrick Melia, City Clerk

APPROVED AS TO FORM:

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of
Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Public Works Director

Date: _____

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

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

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

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

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

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

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

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes ___ No ___ Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

**TO THE CITY OF PLACENTIA
PROJECT NO. _____**

As a material inducement to the City to award the contract for Project No. _____
to

_____, the undersigned ("Guarantor") has agreed to enter into
this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed
by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors
will be free from defects and that the work will conform to the plans and specifications. Should
any of the materials or equipment prove defective or should the work as a whole, or any part
thereof, prove defective for any reason whatsoever (except due to intentional torts by the City),
or should the work as a whole or any part thereof fail to operate properly or fail to comply with
the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City,
upon written demand, for all of the City's expenses incurred replacing or restoring any such
equipment or materials, including the cost of any work necessary to make such replacement or
repairs; or 2) replace any such defective material or equipment and repair said work completely,
all without any cost to the City. Guarantor further guarantees that any such repair work will
conform to the plans and specifications for the project. This guarantee will remain in effect for
five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any
replacements or repairs itself or to have such replacement, repair, performed by the
undersigned. The City shall have no obligation to consult with Guarantor before the City
proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor
perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or
work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make
reimbursement payment within 15 days after receipt of a written demand for payment from the
City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all
costs and expenses, including attorneys and expert fees, reasonably incurred by reason of
Guarantor's failure or refusal.

Guarantor

Date: _____

Contractor: _____

By: _____

Title: _____

**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:
required from all

Two (2) Notarized Signatures
Corporations.

CITY ATTORNEY

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.

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

Project No. 5803

EXHIBIT A

SCOPE OF SERVICES

The scope of services includes the work depicted on the bid package and Contract documents, including, plans, technical Specifications, reports and all other provisions as required by the Notice Inviting bids for the project: POWELL BUILDING ADA IMPROVEMENT PROJECT; COUNTY CONTRACT # 17-23-0018; CITY PROJECT NO. 5803

Project No. 5803

EXHIBIT B
SCHEDULE OF PERFORMANCE

All work shall be complete within 45 working days of the issuance of the Notice to Proceed to the Contractor.

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all 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: [Powell Building ADA Improvement Project]
- 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. 5803

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2018

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	Diamond Valley Insurance Services, Inc. 41856 Ivy Street, Suite 108 Murrieta, CA 92562 License #: 0H94716	CONTACT NAME:	Katie Baker	
		PHONE (A/C, No, Ext):	(951)553-7400	FAX (A/C, No): (951)296-6808
		E-MAIL ADDRESS:	katie@diamondvalleyins.com	
INSURED	R DEPENDABLE CONSTRUCTION, INC. 1019 W 3RD STREET, STE B SAN BERNARDINO, CA 92410	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :	Capitol Specialty Insurance Corp.	
		INSURER B :	Wesco Insurance Company	25011
		INSURER C :	RSUI Indemnity Company	
		INSURER D :	State Compensation Insurance Fund	
		INSURER E :	Lloyds of London	15792
		INSURER F :	Chubb Insurance Group	10052

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 287

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CT20161302-03	06/17/2018	06/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			WPP1406985 02	03/02/2018	03/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA245653	08/31/2018	06/17/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
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			9064846-2018	07/03/2018	07/03/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab			ANE1844314-17	10/31/2017	10/31/2018	1,000,000
F	Pollution			G28188717 02	11/18/2017	11/18/2018	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: The City of Placentia Powell Bldg. ADA improvements Project 143 S. Bradford Ave, Placentia, CA 92870
 Certificate holder is named as additional insured regarding general liability per the attached endorsement.

CERTIFICATE HOLDER City Of Placentia 401 East Chapman Avenue PLACENTIA, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (KNB)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization when you have agreed in writing in a contract or agreement to waive your right of recovery against such person or organization.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CC 01 139 11 13

**PRIMARY / NON-CONTRIBUTORY INSURANCE ENDORSEMENT
FOR A SPECIFIED PROJECT**

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

Name of Person or Organization:	Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured.
Name of Project:	As required by written contract that is executed on or after the policy inception.
Effective Date:	06/17/2017

In consideration of the payment of premiums, it is hereby agreed that the following changes are incorporated into the policy:

It is agreed that such insurance as is afforded to the person or organization named above as Additional Insured under the applicable Additional Insured Endorsement attaching to this policy shall be considered primary and non-contributory to such person or organization if other valid and collectible insurance is available to such person or organization for a loss or occurrence we cover for such person or organization, but only as respects liability arising out of "your work" performed by the Named Insured for the person or organization named above at the project designated above

This Endorsement applies only to:

"Bodily Injury" or "property damage" caused by an "occurrence" under Coverage A not otherwise excluded in the policy to which this Endorsement applies.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured for Completed Operations Coverage.	As required by written contract that is executed on or after the policy inception.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured.	As required by written contract that is executed on or after the policy inception.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement, or

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

whichever is less

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

POLICY NUMBER: WPP1406985 02

COMMERCIAL AUTO
CA990187 0715**This Endorsement Changes The Policy. Please Read It Carefully****BUSINESS AUTO COVERAGE EXPANSION
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Newly Acquired or Formed**Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.**Item 1. **Who is an Insured** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
- (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.



D. Limited Automatic Towing Coverage

Item 2. **Towing**, of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart **a. Transportation Expenses** of Item 4. **Coverage Extensions** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. **Coverage Extensions** of Paragraph **A. Coverage**, under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" Coverage

Item 4. **Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Downtime Loss" Coverage

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5th day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
 - (1) You have a spare or reserve "auto" available to you to continue your operations.
 - (2) You purchase a replacement "auto".
 - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (4) You reach the 30 day maximum coverage.

I. Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. "Personal Effects" Exclusion

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. Accidental Airbag Discharge Coverage

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. Loan or Lease Gap Coverage

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by the lessor; and
 - (5) Carry-over balances from previous loans or leases



M. Aggregate Deductible

Paragraph D. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph D. **Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. **Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph A. **Loss Conditions** under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. **Transfer Of Rights Of Recovery Against Others To Us** of Paragraph A. **Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart a. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. Unintentional Failure To Disclose Hazards

Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, **Headings and Titles** are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.



Named Insured R Dependable Const Inc.			Endorsement Number
Policy Symbol CPW	Policy Number G28188717 002	Policy Period 11/18/2017 to 11/18/2018	Effective Date of Endorsement 11/18/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE**

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

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

- A. SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

2. Exclusions

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

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

Named Insured R Dependable Const Inc.			Endorsement Number
Policy Symbol CPW	Policy Number G28188717 002	Policy Period 11/18/2017 to 11/18/2018	Effective Date of Endorsement 11/18/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

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

SECTION II - WHO IS AN INSURED is amended to include:

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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

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

- C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.

Named Insured R Dependable Const Inc.			Endorsement Number
Policy Symbol CPW	Policy Number G28188717 002	Policy Period 11/18/2017 to 11/18/2018	Effective Date of Endorsement 11/18/2017
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

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

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition is amended by the addition of the following:

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

All other terms and conditions remain the same.

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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

RESOLUTION NO. R-2018-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2018-19 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 2018-19 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 2018-19, Resolution No. R-2018-XX, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Housing & Community Development Fund	Federal Grants	Public Works	300000 - 4201	107,910.00	Revenue
Housing & Community Development Fund	Construction Services	Public Works	305803 - 6185	107,910.00	Expense

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

PASSED, ADOPTED and APPROVED this 16th day of OCTOBER 2018.

Chad P. Wanke, 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 16th day of October 2018 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: OCTOBER 16, 2018

SUBJECT: **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH SCI CONSULTING GROUP FOR ASSESSMENT LEVY ADMINISTRATIVE SERVICES**

FISCAL
IMPACT: EXPENSE: NOT-TO-EXCEED \$24,760 FISCAL YEAR 2018-19
NOT-TO-EXCEED \$29,561 FISCAL YEAR 2019-20
NOT-TO-EXCEED \$30,396 FISCAL YEAR 2020-21
NOT-TO-EXCEED \$31,264 FISCAL YEAR 2021-22
CUMULATIVE NOT-TO-EXCEED AMOUNT: \$115,981

BUDGETED: \$24,760 FISCAL YEAR 2018-19 OPERATING BUDGET
NO GENERAL FUND DOLLARS WILL BE USED FOR THIS PROJECT

SUMMARY:

The City annually prepares Engineer's Reports for existing assessment districts according to the Landscaping and Lighting Act of 1972. The City's Landscape Maintenance District (LMD) No. 92-1 and Street Lighting District (SLD) No. 81-1 require technical reports and property tax roll documentation annually to set assessments for collection on County tax rolls. These technical reports are required to define service and maintenance parameters as well as district boundaries. In addition, the City annually prepares and submits tax role documentation to set assessments for collection on the County property tax roll for Community Facilities District (CFD) No. 2014-01 (Public Safety Services) and the Solid Waste Handling Charge for residential refuse collection. In 2019, the City will begin submitting assessments to the County for CFD 2018-01 (TOD Maintenance Services).

Since 2014, SCI Consulting Group (SCI) has served as Engineer of Work and performed the levy administration services for the City's LMD No. 92-1 and SLD No. 81-1. Since 2016, the City has utilized SCI to prepare and submit the necessary documentation as required by law to set fees by the City on the County tax rolls for CFD No. 2014-01 and the Solid Waste Handling charge. These services were provided under separate agreements managed by the Finance and Public Works Departments. The recommended actions will consolidate all annual special tax services under one master agreement by extending the term of the existing agreement and increasing the contract not-to-exceed amount.

1.e.
October 16, 2018

RECOMMENDATION:

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

1. Approve Amendment No. 1 to Professional Services Agreement with SCI Consulting Group, for annual assessment levy administrative services for an additional not-to-exceed amount of \$97,221 for a cumulative not-to-exceed contract amount of \$115,981, for a term ending April 1, 2022; and
2. Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney; and
3. Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two (2) year term based upon contractor performance and at the discretion of the City.

DISCUSSION:

As of October 2018, the City has four (4) established assessment districts as follows:

1. Street Lighting District (SLD) No. 81-1
2. Landscape Maintenance District (LMD) No. 92-1
3. Community Facilities District No. (CFD) 2014-01 (Public Safety Services)
4. Community Facilities District No. (CFD) 2018-01 (TOD Maintenance Services)

Street Lighting District No. 81-1

The City Council adopted Resolution No. 81-R-133 on June 2, 1981, establishing SLD No. 81-1 pursuant to provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and Highway Code. SLD No. 81-1 includes 814 street lights located along arterial streets throughout the City. The legal authority for setting the assessments in SLD No. 81-1 is set forth in the Landscape and Lighting Act of 1972 found in Streets and Highways Code §22500, *et seq.* and pertinent provisions of the California Government Code. The annual levy is for providing street lighting and means of assessment for maintenance of street lighting systems.

Landscape Maintenance District No. 92-1

LMD No. 92-1 was formed in 1992 and includes 2,212 assessed parcels throughout the City. The LMD assesses these parcels a flat amount each year to provide funding to maintain various perimeter and median landscapes, as well as other improvements (e.g. neighborhood entrance signs, Champions Sports Park, parkway vistas). The LMD was established pursuant to the provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and Highway Code.

Every year as required by law, the City is required to prepare an annual Engineer's Report for both the SLD and LMD and present it to the City Council for its consideration. After a holding a public hearing, the City Council then votes whether to assess those parcels to pay for those services noted above the following fiscal year.

Community Facilities District No. 2014-01

On February 18, 2014, the City Council adopted Resolution No. 2014-10, establishing CFD No. 2014-01 to provide a financing mechanism to sustain the delivery of public safety services to new residential developments. On March 4, 2014, the City Council adopted Ordinance No. 2014-03 authorizing the City Council to determine, by resolution, on or before August 1 of each year, the specific special tax to be levied on each parcel included within the CFD.

Community Facilities District No. 2018-01

On April 3, 2018, the City Council adopted Resolution No. 2018-08, establishing CFD No. 2018-01 in accordance with the Mello-Roos Community Facilities Act of 1982 to establish a non-General Fund sustainable funding source to pay for ongoing maintenance and repairs of future public streetscape improvements constructed within the City’s Transit Oriented District (TOD). In April 2019, the City Council must initiate proceedings for levy of annual assessments for the newly established CFD No. 2018-01 for FY 2019-2020.

SCI administers over 850 special taxes, assessments, and fees for over 140 public agencies throughout the State. SCI has for the past several years, prepared the City’s annual Engineer’s Report for the City’s existing landscape maintenance and street Lighting districts as well as the tax roll documentation for CFD 2014-01 and the Solid Waste Handling Charge. In 2017, SCI prepared the City’s Citywide Development Impact Fee and TOD Development Impact Nexus Study Reports and guided the City in implementing those new impact fee programs. Also, in 2018, SCI assisted the City with the formation proceedings to establish CFD No. 2018-01 which will generate a new and ongoing revenue source to provide maintenance services in the newly established TOD. Based on SCI’s expertise and past performance in preparing the City’s annual reports and fee impact nexus studies, Staff requested a multi-year proposal from SCI to include assessment administration for the City’s existing assessment districts and preparation of necessary tax roll documentation through FY 2021-22.

An amendment to the agreement is recommended to modify the scope of services to include assessment administration for the newly formed CFD No. 2018-01 and CFD No. 2014-01, as well as tax roll documentation for the City’s Solid Waste Handling Charges and to extend the term of the agreement an additional three years covering the assessment years FY 2018-2019 thru FY 2021-22. The total cost paid by the City for these services would also increase by \$97,221 for a cumulative not-to-exceed contract amount of \$115,981 with annual contract maximums as noted below:

Fiscal Year	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total for all FY’s
LMD & SLD	\$ 18,093	\$ 18,462.50	\$ 19,013.50	\$ 19,571.50	\$ 75,141
CFD 2014-1	\$ 4,583	\$ 4,557.50	\$ 4,677.50	\$ 4,807.50	\$ 18,626
CFD 2018-1	-	\$ 4,557.50	\$ 4,677.50	\$ 4,807.50	\$ 14,043
Trash Fee	\$ 2,083	\$ 1,983.50	\$ 2,027.50	\$ 2,077.50	\$ 8,172
Total	\$ 24,760	\$ 29,561.00	\$ 30,396.00	\$ 31,264.00	\$ 115,981

FISCAL IMPACT:

The recommended action will approve an amendment to the professional services agreement to increase the contract amount for an additional not-to-exceed \$97,221 for a cumulative not-to-exceed contract amount of \$115,981 and extend the term end date to April 1, 2022. Funding for these professional services are included the FY 2018-19 Operating Budget and will be included the future fiscal years. These services are funded by the assessments collected from Landscape Maintenance District Fund, Public Safety CFD Fund, Street Lighting District Fund, and the Refuse Administration Fund. No General Fund dollars will be utilized on this project.

Prepared by:


Elsa Y. Robinson
Management Analyst

Reviewed and approved:


Luis Estevez
Director of Public Works

Reviewed and approved:


Kim Krause
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with SCI Consulting Group
2. Amendment No. 1 to Professional Services Agreement with SCI Consulting Group
3. SCI Consulting Group Proposal for Annual Levy Assessment Services

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
SCI CONSULTING GROUP**

THIS AGREEMENT is made and entered into this 1st day of April, 2018 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and SCI CONSULTING GROUP, a California corporation ("Consultant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("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 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:

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 Eighteen Thousand Dollars (\$ 18,760.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

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

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

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

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

John W. Bliss, President
Name and Title

94-2984547
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:


Christian L. Bettenhausen, City Attorney

Date: 5/2/18

APPROVED AS TO INSURANCE:


Rosanna Ramirez, Director of
Administrative Services

Date: 5-2-18

APPROVED AS TO CONTENT:


Elsa Y. Robinson, Management Analyst

Date: 04/23/18

DEPARTMENTAL APPROVAL:


Luis Estevez, Director of Public Works

Date: 4/23/18

EXHIBIT A
CONSULTANT'S PROPOSAL

LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 2018, between the **City of Placentia**, ("City") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

- 1. Scope of Work ("Work").** Consultant shall perform the work and render the services described in the Scope of Work shown below (the "Work"). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
- 2. Payment.**
 - a.** In exchange for the Work, City shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by City. The Consultant's fee shall include all of the Consultant's costs and expenses related to the Work.
 - b.** At the completion of each phase of the Work, the Consultant shall submit to the City an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the City shall pay the invoice within 30 days of its receipt.
- 3. Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
- 4. Insurance.**
 - a. Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate
 - b. Other Requirements.** The general liability policy(ies) shall be endorsed to name the City, its officers and employees as additional insureds regarding liability arising out of the Work.
 - c. Proof of Insurance.** Upon request, the Consultant shall provide to the City proof of insurance.

15. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:
City of Placentia
401 E, Chapman Ave
Placentia, CA 92870-6101

Consultant:
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

_____	_____
_____	_____
_____	_____
_____	_____

4. Prepare the final Assessment Rolls for the Assessment Districts and submit them to the County for inclusion on the upcoming fiscal year tax bills.

CITY INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if at all.)

DEFENSE AND SUPPORT OF THE ASSESSMENTS

1. Provide a full response, support of the Assessments and basis for the Assessments to any person who questions the Assessments or the legal basis for the Assessments.
2. In the event of any legal challenge or petition against the Assessments, provide professional, assessment engineering and technical support in support of the Assessments. If such services are required, they would be provided in close collaboration with the City and City legal counsel.

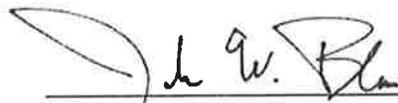
SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Accepted:

Damien Arrula
City Administrator
City of Placentia



John W. Bliss
Vice President
SCI Consulting Group

Date

April 10, 2018
Date

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.
3. **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**
- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

BUSINESS LIABILITY COVERAGE FORM

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

BUSINESS LIABILITY COVERAGE FORM

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

BUSINESS LIABILITY COVERAGE FORM

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. -- Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

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- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.
- q. Electronic Data**
Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".
- r. Employment-Related Practices**
"Bodily injury" or "personal and advertising injury" to:
- (1) A person arising out of any:
- (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.
- This exclusion applies:
- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- s. Asbestos**
- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".
- t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**
"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**
Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.
- e. Permits Issued By State Or Political Subdivisions**
- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. Any Other Party**
- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

BUSINESS LIABILITY COVERAGE FORM

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

BUSINESS LIABILITY COVERAGE FORM

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 13.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 14.** "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

BUSINESS LIABILITY COVERAGE FORM

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Premium:

The additional premium charge for this endorsement shall be 3 percent of the California Workers' Compensation premium otherwise due subject to a minimum premium of \$750 per policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/20/2018

Policy No. MWC0003533-08

Endorsement No.

Insured: SCI CONSULTING GROUP (A CORP.)

Premium (See Attached)

Insurance Company:
MWC14000510

Markel Insurance Company

Countersigned by _____

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**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF ASSESSMENT LEVY ADMINISTRATIVE SERVICES WITH
SCI CONSULTING GROUP**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 16th day of October, 2018, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and SCI CONSULTING GROUP, a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective April 1, 2018 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to provide for changes in the term of the Agreement and increase compensation.

(iii). All legal prerequisites to the making of this Amendment No. 1 have occurred.

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

B. Amendment to Agreement.

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed One Hundred Fifteenth Thousand, Nine Hundred and Eighty-One Dollars (\$115,981.00)

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

This Agreement shall commence on the Effective Date and continue for a period of 48 months, ending on April 1, 2022, with a two, one-year renewal option, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

3. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all

prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

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

CONSULTANT

CITY OF PLACENTIA

By: _____
John W. Bliss, President

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

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b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

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(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

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- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

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- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

i. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

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- (13) Arising out of a violation of any anti-trust law;
 - (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
 - (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.
- q. Electronic Data**
Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".
- r. Employment-Related Practices**
"Bodily injury" or "personal and advertising injury" to:
- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
 - (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.
- This exclusion applies:
- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- s. Asbestos**
- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
 - (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".
- t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**
"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**
- Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.
- e. Permits Issued By State Or Political Subdivisions**
- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. Any Other Party**
- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

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Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

BUSINESS LIABILITY COVERAGE FORM

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

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- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means** any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means** a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means** a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23. "Volunteer worker" means** a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

- 1. Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Premium:
The additional premium charge for this endorsement shall be 3 percent of the California Workers' Compensation pre-mium otherwise due subject to a minimum premium of \$750 per policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/20/2018

Policy No. MWC0003533-08

Endorsement No.

Insured: SCI CONSULTING GROUP (A CORP.)

Premium (See Attached)

Insurance Company:
MWC14000510

Markel Insurance Company

Countersigned by _____

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Copyright 1983 National Council on Compensation Insurance.

LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 20__, between the **City of Placentia**, ("City") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

- 1. Scope of Work ("Work").** Consultant shall perform the work and render the services described in the Scope of Work shown below (the "Work"). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
- 2. Payment.**
 - a. In exchange for the Work, City shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by City. The Consultant's fee shall include all the Consultant's costs and expenses related to the Work.
 - b. At the completion of each phase of the Work, the Consultant shall submit to the City an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the City shall pay the invoice within 30 days of its receipt.
- 3. Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
- 4. Insurance.**
 - a. **Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate
 - b. **Other Requirements.** The general liability policy(ies) shall be endorsed to name the City, its officers and employees as additional insureds regarding liability arising out of the Work.
 - c. **Proof of Insurance.** Upon request, the Consultant shall provide to the City proof of insurance.

- 5. Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the City, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
- 6. Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
- 7. Independent Contractor.** The Consultant's relationship to the City is that of an independent contractor.
- 8. Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the City.
- 9. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 10. Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
- 11. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 12. Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the City may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
- 13. Cancellation.** The City or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.
- 14. Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

15. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:

City of Placentia
2490 Hilborn Road
Fairfield, CA 94534

Consultant:

SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

SCOPE OF WORK

This section outlines the levy administration services and other responsibilities SCI would perform as the Community Facilities City ("CFD") Administrator for City of Placentia.

DEFINITIONS

City:	City of Placentia, staff and Board of Education.
CFD:	City of Placentia Community Facilities Districts No. 2014-1 and 2018-1
Trash	City of Placentia Solid Waste Handling Charge
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors
Administration:	Services related to the determination, levy and collection of the tax revenues

IDENTIFICATION OF CFD PARCELS AND LEVY CALCULATION

1. Obtain and carefully review the resolution ordering the election and other election documents for the CFDs to develop a thorough understanding of the tax requirements.
2. In the first quarter of the year, create a database with every parcel in the boundaries of the area covered by the CFDs, including the parcel attributes necessary for calculating the taxes, and update it with new information for the upcoming year.
3. From County Assessor records, determine the taxable and nontaxable parcels in the CFDs.
4. On a parcel-by-parcel basis, calculate and verify the proposed specific tax amount for each parcel and prepare the preliminary tax roll to be used by the City as a basis for the annual budget.

DOCUMENT PREPARATION

1. Prepare any needed resolutions and staff reports for the CFDs.
2. Prepare and assist with the publication of any notices for the continuation of the CFDs if needed.
3. Attend City Council meetings as needed, including those at which the resolution(s) are approved.

LEVY RECALCULATION, REVERIFICATION AND SUBMITTAL

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor Roll from the County and create an updated database for CFDs.
2. Identify new or changed parcels that may require an updated or new tax calculation and recalculate the final tax on a parcel-by-parcel basis.
3. Finalize the Tax Roll, other documents and supporting materials.

4. Prepare the final Tax Roll for the CFDs and submit it to the County for inclusion on the upcoming fiscal year tax bills.

DISTRICT INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.

ANNUAL CFD TAX REPORT AND OTHER ACCOUNTABILITY REPORTING REQUIREMENTS

1. Prepare Annual CFD Tax Reports as required by the Mello-Roos Community Facilities Act.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Assist City with inquiries from property owners, the public and other interested parties.
2. Throughout the fiscal year, research and, if necessary, revise any taxes which we find to be based upon incorrect information being used to apply the CFD Tax methodology. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if at all.)

SUBMITTAL OF ANNUAL TRASH FEE

1. Based on prior years' Trash Fee levies, updated rates adopted by the City Council, and the final lien-date Assessor Roll from the County, create an updated database for Trash Fees.
2. Identify new or changed parcels that may require an updated or new fee calculation and recalculate the final fee on a parcel-by-parcel basis.
3. Prepare the final Tax Roll for the CFDs and submit it to the County for inclusion on the upcoming fiscal year tax bills.

FEE SCHEDULE

SCI shall be compensated for the performance of the Scope of Work as follows:

Fiscal Year	2018-19	2019-20	2020-21	2021-22
CFD 2014-1	\$ 4,000	\$ 4,120	\$ 4,240	\$ 4,370
CFD 2018-1 *	-	4,120	4,240	4,370
Trash Fee	1,500	1,546	1,590	1,640
Subtotal	\$ 5,500	\$ 9,786	\$ 10,070	\$ 10,380
Incidentals	500	500	500	500
Total	\$ 6,000	\$ 10,286	\$ 10,570	\$ 10,880

* CFD 2018-1 is assumed to not be levied until FY 2019-20.

- All fees will be billed as follows:
 - 50% plus incidentals on August 15 of the Fiscal Year
 - 50% plus incidentals on January 15 of the Fiscal Year
- The Scope of Work includes one meeting with the City. Any additional meetings shall be billed at the rate of \$550 per person per meeting.
- In the event that the City elects to request optional, additive scope of work, SCI will work with the City to negotiate compensation for these additional tasks, and execute an Addendum to the agreement of these additional services.
- Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the City with total cost not to exceed \$500 per year (as shown above), without prior authorization from the City.

Note: All costs associated with this proposal can be financed or refunded by tax or fee proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the City.

SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Accepted:

CLIENT NAME
CLIENT TITLE
PUBLIC AGENCY

John W. Bliss
President
SCI Consulting Group

Date

Date

LEVY ADMINISTRATION SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 2018, between the **City of Placentia**, ("City") and **SCI Consulting Group** ("Consultant" or "SCI"), a California Corporation, who agree as follows:

- 1. Scope of Work ("Work").** Consultant shall perform the work and render the services described in the Scope of Work shown below (the "Work"). The Consultant shall provide all labor, equipment, material and supplies required or necessary to properly and competently perform the Work, and determine the method, details and means of doing the Work.
- 2. Payment.**
 - a.** In exchange for the Work, City shall pay to the Consultant a fee for completed phases of the Work. The total fee for the Work shall not exceed amounts set forth in the Fee Schedule shown below. There shall be no compensation for extra or additional work or services by the Consultant unless approved in advance in writing by City. The Consultant's fee shall include all of the Consultant's costs and expenses related to the Work.
 - b.** At the completion of each phase of the Work, the Consultant shall submit to the City an invoice for the Work performed. If the Work is satisfactorily completed and the invoice is accurately computed, the City shall pay the invoice within 30 days of its receipt.
- 3. Term.** This Agreement shall take effect on the above date and shall continue in effect until completion of the Work.
- 4. Insurance.**
 - a. Types & Limits.** The Consultant, at its sole cost and expense, shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

Commercial General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$2,000,000 per accident
Workers' Compensation	Statutory limits
Professional Liability	\$2,000,000 per claim
Excess Liability (over General Liability & Auto Liability)	\$1,000,000 per occurrence & \$1,000,000 aggregate
 - b. Other Requirements.** The general liability policy(ies) shall be endorsed to name the City, its officers and employees as additional insureds regarding liability arising out of the Work.
 - c. Proof of Insurance.** Upon request, the Consultant shall provide to the City proof of insurance.

- 5. Indemnification.** The Consultant shall indemnify, defend, protect, and hold harmless the City, and its officers and employees from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) arising out of the Consultant's performance of the Work and caused by willful misconduct of or by the Consultant or its employees, agents and subcontractors.
- 6. Entire Agreement.** This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
- 7. Independent Contractor.** The Consultant's relationship to the City is that of an independent contractor.
- 8. Successors and Assignment.** This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, the Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of the City.
- 9. No Waiver of Rights.** Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.
- 10. Severability.** If any part of this Agreement is held to be void, invalid or unenforceable, then the remaining parts will nevertheless continue in full force and effect.
- 11. Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- 12. Default.** In the event that the Consultant defaults in the obligations of the Consultant under this Agreement, or the Consultant defaults in the performance of the terms and conditions of this Agreement, the City may, at its option, declare this Agreement to be in default and, at any time thereafter, may do any one or more of the following: a) enforce performance of the Agreement by the Consultant; or b) terminate this Agreement. In the event that this Agreement is terminated, payment shall still be due for all Work performed by the Consultant through the date of the termination.
- 13. Cancellation.** The City or the Consultant may cancel this Agreement without cause. The party desiring to cancel this Agreement shall notify the other party in writing. In the event that this Agreement is cancelled, payment shall still be due for all Work performed by the Consultant through the date of the notification of cancellation.
- 14. Attorney's Fees.** In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

15. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail or by commercial delivery service, addressed as follows:

Public Agency:
City of Placentia
401 E, Chapman Ave
Placentia, CA 92870-6101

Consultant:
SCI Consulting Group
4745 Mangels Boulevard
Fairfield, CA 94534

Any party may change its address by notifying the other party of the change in the manner provided below:

_____	_____
_____	_____
_____	_____
_____	_____

SCOPE OF WORK

This section outlines the engineering services and other responsibilities SCI would perform as the Engineer of Work and Assessment Levy Administrator for the City of Placentia Landscape Maintenance District No. 92-1 and Street Lighting District No. 81-1.

DEFINITIONS

City:	City of Placentia, staff and Council Members.
Assessments:	Assessments for Landscape Maintenance District No. 92-1 and Street Lighting District No. 81-1
SCI or Consultant:	SCI Consulting Group, and any and all employees and subcontractors.
Administration:	Services related to the determination, levy and collection of assessment revenues.

CONFIRMATION OF CITY PARCELS AND LEVY CALCULATION

1. In the first quarter of the year, create a database including every parcel in the boundaries of the Assessment Districts, including the parcel attributes necessary for calculating the Assessments, and update it with new information for the upcoming year.
2. Obtain upcoming fiscal year estimated cost information from the City to use as a basis for the budget in the Engineer's Report.
3. On a parcel-by-parcel basis, calculate and verify the proposed specific assessment amount for each parcel and prepare the preliminary assessment roll.

ENGINEER'S REPORT AND OTHER DOCUMENTS

1. Update the previous Engineer's Reports as necessary, including upgrades to improve compliance with Proposition 218 and other requirements.
2. File the final Engineer's Report with the City.
3. Prepare any needed resolutions and staff reports for the Assessments.
4. Prepare and assist with the publication of any notices for the continuation of the Assessments.
5. Attend City Council meetings as needed, including those at which the Engineer's Report is approved and the public hearing is held.

LEVY RE-CALCULATION, RE-VERIFICATION AND SUBMITTAL

1. After the close of each fiscal year on June 30, obtain the final lien-date Assessor Roll from the County and create an updated City database.
2. Identify new or changed parcels that may require an updated or new assessment calculation and recalculate the final assessment on a parcel-by-parcel basis.
3. Finalize the Assessment Roll, other documents and supporting materials for the Assessments.

4. Prepare the final Assessment Rolls for the Assessment Districts and submit them to the County for inclusion on the upcoming fiscal year tax bills.

CITY INFORMATION AND LEVY CONFIRMATION

1. Verify and validate Auditor's levy data prior to the printing of tax bills.

RESPONDING TO PUBLIC INQUIRIES AND APPEALS

1. Provide the County Auditor/Tax Collector with our toll-free phone number so property owners can directly contact SCI Consulting Group throughout the fiscal year regarding any questions that arise.
2. Throughout the fiscal year, research and, if necessary, revise any Assessments which we find to be based upon incorrect information being used to apply the method of assessment. (It should be noted that, due to our comprehensive levy validation procedures, actual revisions are expected to be very minimal, if at all.)

DEFENSE AND SUPPORT OF THE ASSESSMENTS

1. Provide a full response, support of the Assessments and basis for the Assessments to any person who questions the Assessments or the legal basis for the Assessments.
2. In the event of any legal challenge or petition against the Assessments, provide professional, assessment engineering and technical support in support of the Assessments. If such services are required, they would be provided in close collaboration with the City and City legal counsel.

FEE SCHEDULE

SCI's total compensation for the Scope of Work for Fiscal Year 2018-19 shall be \$17,510 payable as follows:

- a. On August 15 of the fiscal year, the amount of \$13,510 shall be due.
- b. On January 15 of the fiscal year, the amount of \$4,000 shall be due.

If agreed upon by SCI and the City, this contract may be extended for three additional years. Total compensation for the Scope of Work shall be as follows.

1. For Fiscal Year 2019-20, the total compensation for the Scope of Work shall be \$18,025 payable as follows:
 - a. On August 15 of the fiscal year, the amount of \$14,025 shall be due.
 - b. On January 15 of the fiscal year, the amount of \$4,000 shall be due.
2. For Fiscal Year 2020-21, the total compensation for the Scope of Work shall be \$18,576 payable as follows:
 - a. On August 15 of the fiscal year, the amount of \$14,576 shall be due.
 - b. On January 15 of the fiscal year, the amount of \$4,000 shall be due.
3. For Fiscal Year 2021-22, the total compensation for the Scope of Work shall be \$19,134 payable as follows:
 - a. On August 15 of the fiscal year, the amount of \$15,134 shall be due.
 - b. On January 15 of the fiscal year, the amount of \$4,000 shall be due.
4. For each Fiscal Year, incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the Scope of Work shall be reimbursed at actual cost by the City with total cost not to exceed \$1,250 per year, without prior authorization from the City.

ADDITIONAL TERMS

The Scope of Work includes two meetings with the City. Any additional meetings shall be billed at the rate of \$1,150 per person per meeting.

In the event that the City elects to request optional, additive scope of work, SCI will work with the City to negotiate compensation for these additional tasks, and execute an Addendum to the agreement of these additional services.

If the City desires to extend the term of this agreement, the fee amount for each additional year will be the amount of the last fiscal year shown above, increased annually by 3%.

Note: All costs associated with this proposal can be financed or refunded by assessment proceeds.

The Fee Schedule shown above is valid as long as this agreement is executed within 90 days from the date this agreement was submitted to the City.

SIGNATURE PAGE

By signing below, we agree to the terms of this Levy Administration Services Agreement.

Accepted:

Accepted:

Damien Arrula
City Administrator
City of Placentia



John W. Bliss
Vice President
SCI Consulting Group

Date

April 10, 2018
Date



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: OCTOBER 16, 2018

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES, INC. FOR FATS, OILS, AND GREASE (FOG) PROGRAM INSPECTION SERVICES**

FISCAL
IMPACT: EXPENSE: \$ 14,500 ANNUAL CONTRACT AMOUNT
BUDGETED: \$ 14,500 FISCAL YEAR 2018-19 GENERAL FUND OPERATING BUDGET

SUMMARY:

In 2002, the Santa Ana Regional Water Quality Board (Water Board) adopted Order Number R8-2002-0014 establishing Waste Discharge Requirements (WDRs) for all sewage collection agencies in Orange County within the Santa Ana Region. One of the requirements was to create and implement a Fats, Oils, and Grease (FOG) control program that would reduce the amount of FOG being discharged into the sewer system by December 30, 2004. Accumulation of FOG in the sewer collection system is the primary cause for sanitary sewer overflows which are expensive in terms of clean up and fines from the Water Board. As a result of the WDRs, the City of Placentia established a FOG Control Program in 2004. The FOG Control Program is designed to reduce or eliminate the discharge of FOG from Food Service Establishments (FSEs) into the City's sanitary collection system.

Environmental Compliance Inspection Services, Inc. (ECIS) has been providing professional FOG Control Program consulting services to several other Orange County agencies within the Santa Ana Region for many years. Since 2009, the City has utilized the services of ECIS to provide FOG inspection and commercial plan check services. These services include Bi-Annual Grease Control Device Inspections (GCDIs) performed at various FSEs throughout the City's sewer service area, an annual Grease Best Management Practices (GBMP) inspection at eligible FSEs, and as needed, FOG plan check reviews for new FSEs. This proposed action will award a three (3) year agreement with a potential two (2) year extension to ECIS for an annual not-to-exceed amount of \$14,500 or \$43,500 for a cumulative not-to-exceed three (3) year contract amount. The cost for the FOG Program is fully covered by the annual FOG permit and plan check fees collected by the City from FSEs as part of their annual business license renewal.

1.f.
October 16, 2018

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with ECIS, Inc., for an amount not-to-exceed \$14,500 per year for an initial three (3) year contract term, with the option to extend for one (1) additional two (2) year term; and
2. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the annual contract not-to-exceed amount; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
4. Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two (2) year term based upon contractor performance and at the discretion of the City.

DISCUSSION:

On November 16, 2004, the City Council adopted Ordinance No. O-2004-07 creating a FOG Control Program for FSEs in the City. Through this ordinance all FSEs are required to obtain a FOG wastewater discharge permit for sewer discharges which could contain fats, oils, and grease and imposing requirements for monitoring and elimination of fats, oils, and grease from sewer discharges. A limited food preparation establishment such as a juice bar or coffee shop is not considered an FSE and is exempt from obtaining a FOG Wastewater Discharge Permit. A limited food preparation establishment is one that only engages in the reheating, hot holding or assembly of ready to eat food products and does not change the form, flavor, or consistency of food.

The accumulation of FOG is the primary source for sanitary sewer overflows. Under the FOG Control Program, all new or existing FSEs undergoing a change of operations are required to install and maintain a grease interceptor. FSEs are also required to implement Kitchen Best Management Practices (BMPs) and to educate their employees in the use of FOG reduction practices. The FOG Control Program is enforced through a series of routine inspections with penalties for noncompliance being established by the City's FOG ordinance. Funding for this program is provided from the application and permit fees collected from each participating FSE. Since 2009, the City has utilized the consulting services of ECIS to perform FOG inspection services.

ECIS is a qualified firm that has expertise in grease control device requirements and BMP's, a well-developed reputation with the City's existing restaurants, and the ability to represent the City in a professional and courteous manner in enforcement of the City's FOG Ordinance. ECIS has developed extensive experience implementing FOG program inspection services for the City and the surrounding communities. ECIS also contracts with various other local agencies, including City of Buena Park, City of Laguna Beach, and South Coast Water District. These services are very specialized and there are a limited number of firms which provide these unique types of services. Staff did find one additional firm, EEC Environmental (EEC), whom provides these

services to other Orange County public agencies, and accordingly, obtained a proposal from EEC as noted in the table below.

Consultant	Annual Cost Proposal
ECIS	\$14,500
EEC Environmental	\$30,345

All the costs for this contract and the services provided are paid for by the annual FOG permit fees the City collects as well as plan check fees paid by new FSEs during the normal City development process. For Fiscal Year 2018-19, ECIS proposes to allocate \$3,480 per year for Grease Control Device Inspections, \$9,360 per year for Grease BMP Inspections and \$5,000 for two (2) plan reviews for a total fiscal year commitment of \$13,340. As these numbers are based upon level-of-effort estimates, Staff proposes to establish an annual not-to-exceed contract amount of \$14,500 in to order to cover any increase in the number of food service establishments opening for business, and a reasonable level-of-effort needed. The recommended action will approve a Professional Services Agreement with ECIS to provide FOG Program inspection services for the City. The recommended action also authorizes the City Administrator to approve one (1) two (2) year term extension based on the contractor's performance and at the discretion of the City.

FISCAL IMPACT:

The agreement with ECIS is for an annual not-to-exceed amount of \$14,500. The term of the agreement is three (3) years for a cumulative three (3) year not-to-exceed contract amount of \$43,500, with the option to extend for one (1) additional two (2) year term based upon contractor performance and at the discretion of the City. All FOG Program-related costs are paid for by the annual FOG Program fees and plan check fees collected from FSEs by the City as part of the annual business license renewal.

Prepared by:


Elsa Y. Robinson
Management Analyst

Reviewed and approved:


Luis Estevez
Director of Public Works

Reviewed and approved:


Kim Krause
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with ECIS, Inc.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES**

THIS AGREEMENT is made and entered into this 2nd day of October, 2018 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide provide inspection services and program support for the City's Fats, Oil, Grease Control Program, 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 Twenty-Three Thousand Nine-Hundred Dollars (\$ 14,500.00) per year or a cumulative not-to-exceed amount of Seventy-One Thousand Seven-Hundred Dollars (\$43,500.00) over the initial three-year contract term

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on October 2, 2021 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The contract may also be extended for an additional two-year term based on the City's discretion and contractor performance

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

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

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

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

rearrangement of its affairs.

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

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

5.0. INSURANCE

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

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

compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

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

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

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:		IF TO CITY:
Environmental Compliance Inspection Services 33322 Marina Vista Dr. Dana Point, CA 92629		City of Placentia 401 E. Chapman Avenue Placentia, CA 92870
Tel: (949) 481-8826		Tel: 714-993-8189
Attn: Jon C. Kinley, President		Attn: Elsa Robinson

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

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

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Elsa Y. Robinson, Management Analyst

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Director of Public Works

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK



ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES

SOURCE CONTROL SOLUTIONS

Date: 8-22-18

To: Mrs. Elsa Robinson / FOG Program Manager / City of Placentia

From: Jon C. Kinley / President / ECIS

Re: 3 year FOG Program inspections proposal

Dear Mrs. Robinson,

Per your recent request, ECIS is pleased to submit this proposal to implement a Fats-Oil-Grease Inspection Program for the City of Placentia (COP) for FY 2018-21. This program will consist of 3 components. Bi-Annual Grease Control Device Inspections (GCDIs) performed at various FSE's throughout COP sewer service area, an annual Grease Best Management Practices (GBMP) inspection at eligible FSE's, and as needed FOG Plan Reviews.

➤ GCDI'S	GREASE CONTROL DEVICE INSPECTIONS
-----------------	--

INSPECTION FREQUENCY: Bi-annually

INSPECTION S.O.P. : ECIS proposes to perform the following minimum at all inspections:

1. Contact customer.
2. Determine capacity and condition of grease interceptor.
3. Observe recent pumping manifests and or receipts-record on database.
4. Inform customer of all results and/or actions.
5. Issuance and follow up of notice of non-compliance (NON) if necessary.
6. Inform COP FOG Program Manager of any/all deficiencies found.

DATABASE: ECIS proposes to gather, maintain, and provide a complete Excel database of all FSE's which do and/or do not discharge wastewater containing fats, oil or grease (FOG) into the sewer collection system. This database will include, but is not limited to, the following information:

1. Name-location of establishment.



ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES

SOURCE CONTROL SOLUTIONS

2. *Property owner, manager, contacts person name(s), and phone number(s).*
3. *Grease interceptor location, number of inspection points, and volume in gallons.*
4. *Date of inspection, most recent pumping date, and condition of interceptor.*
5. *Waste hauler names, addresses, and phone numbers.*
6. *NON issuance date(s), recheck dates, and results as well as any/all relevant information.*

ECIS proposes to supply electronically, an updated copy of the Excel database to COP within two weeks of the end date of each inspection run.

RECORDS: *ECIS proposes to keep all written records and all computer files for a minimum of 3 years. All records will be made available to COP at all times.*

EDUCATIONAL MATERIALS / DOCUMENTATION: *ECIS proposes to provide all dischargers and/or contractors, with all relevant documents pertaining to COP sewer ordinance requirements. These documents shall be drafted, approved, and supplied by COP. All pictures, video, paperwork, and any other work related documentation, shall be made available to COP at all times.*

NOTIFICATION PROCEDURE: *ECIS proposes to notify all FSE's found to be in non-compliance, or subject to notice of violation, using the submitted NON (Notice of Non-Compliance). ECIS proposes to cooperate in full with COP in all matters regarding possible enforcement action(s) and other general matters regarding COP sewer ordinance requirements..*

GGI FEE: *ECIS proposes to charge COP at a rate of twenty (20) dollars per inspection point.*

PROGRAM COST ESTIMATION: *ECIS proposes that as of the date of the last inspections, December 2017, with an inspection point count of 83 at \$20 per, a Bi- annual GCDI inspection cycle will cost approximately\$3,320 (83 x \$20 = \$1,660 x 2) Historically COP has only added 2-3 restaurants/grease control devices per year. In order to anticipate the cost of future restaurants added to the database and the addition of grease control devices with those restaurants, ECIS proposes to increase the anticipated total amount to the annual cost by an additional 8 inspection points per year (2 GGI's with 4 inspection points per). Therefore the GCDI portion of the overall FOG Program cost may increase the first year during the second of the bi-annual GCDI's from \$1,660 to \$1,820. Therefore the anticipated annual portion of the GCDI's for the overall FOG Program for year 1 of the agreement may be \$3,480. Going forward with that model of adding 2 gravity grease interceptors and the additional 8 inspection points per year, the anticipated GCDI portion of the overall FOG Program cost may increase during year 2 of the agreement to \$3,640,*



and to \$3,800 for year 3. The per inspection/service Fee will not increase at any time within the 3 year agreement.

➤ **GBMP'S: GREASE BEST MANAGEMENT PRACTICES INSPECTIONS**

INSPECTION FREQUENCY: ECIS proposes to perform annual on-site, Grease Best Management Practices (GBMP's) inspections at all FSE's listed currently, or in the future, within the COP FOG Program database. ECIS proposes to inspect each FSE a total of two times, the initial inspection and then the return inspection if required. If compliance is not obtained by the FSE after this second inspection, ECIS will notify COP of all such FSE's, along with all relevant information including the reason(s) for the issuance of the NON.

INSPECTION S.O.P. : ECIS proposes to perform these inspections in accordance with all criteria as outlined in the existing COP Grease Best Management Practices Inspection Form.

ECIS proposes to inspect for the following at these inspections: (1) Removal of food grinder (2) Inspect Grease Collection Maintenance logs and Employee Training logs (3) Inspect for installation and maintenance of all Drain Screens (4) Inspect to ensure Food Waste BMP's are followed (5) Inspect to ensure Dry Wiping BMP is followed (6) Inspect for Emergency Spill Materials or Spill Response Kit (7) Inspect to ensure Grease BMP poster(s) are located in approved areas.

NOTIFICATION PROCEDURE: ECIS proposes to inform and give written notification of all instances of Non-Compliance to the affected FSE, and how to obtain compliance, as described within the Grease Best Management Practices inspection form.

ECIS proposes to inform COP of all FSE's found to be in Non-Compliance, with all enforcement procedures beyond the established notification of non-compliance procedure(s) by ECIS, to be COP responsibility.

COMPLIANCE OBTAINMENT: All FSE's in non-compliance will be given 30 days to obtain compliance for any/all instance(s) of non-compliance found deemed to be structural such as the removal of garbage grinders or the installation of drain screens. All FSE's found to be non compliant for non-structural issues such as lack of employee training or lack of service receipts shall be given 14 days to obtain compliance.

GBMP FEE: ECIS proposes to charge COP a fee of \$ 80.00 per FSE inspected. All return inspections due to non-compliance will carry a fee of \$80.00 per FSE, per visit.

ADDITIONAL SERVICES FEE: ECIS proposes to charge COP a fee of seventy Five (75) dollars per hour for additional services such as council/committee meetings etc..



SOURCE CONTROL SOLUTIONS

EDUCATIONAL MATERIALS / DOCUMENTATION: ECIS proposes to distribute all applicable and relevant material related to the program to all known and/or affected FSE's at the time of the inspections.

DATABASE: ECIS proposes to include all information relevant to the program on the same Excel database as the Gravity Grease Interceptor Inspections. This information will be located within a separate worksheet labeled "GBMP's".

ECIS proposes to supply electronically, an updated copy of the Excel database to COP within two weeks of the end date of each inspection run.

GBMP PROGRAM COST ESTIMATION: Using the estimated number of 78 FSE's subject to inspection, (December 2017) estimated annual cost of Grease BMP Inspection Program **without return inspection charge** is \$ 6,240. (78 X \$80). Because the level of non-compliance is so difficult to estimate, ECIS estimates that out of 75 FSE's, half (39), may be found to be non-compliant and subject to return inspection, thus increasing the cost of the estimated yearly program by an additional \$ 3,120-(39 X \$80). Estimated annual total cost of the GBMP component of the FOG Program for year 1 is \$9,360. To account for future restaurants, much like the GCDI portion, ECIS anticipates the GBMP portion of the overall FOG Program cost will increase in year 2 of the agreement, due to the possible addition of 2 restaurants, from \$9,360 to \$9,600, and to \$9,840 for the final year. The per inspection/service fee will not increase at any time within the 3 year agreement.

➤ **FPR: FOG PLAN REVIEW**

ECIS proposes to also perform FOG Plan Review services as is currently included in the existing agreement with no changes made. ECIS proposes to charge the usual \$225 per plan. ECIS estimates that there may be 2 plan reviews performed over the next year of the new agreement. This will add an additional \$500 to the program cost. The per Plan Review Fee will not increase at any time within the 3 year agreement.

Estimated annual cost of all 3 components of the FOG Inspections Program breakdown.

Year 1:

Bi-Annual GCDI = \$3,480.

Annual GBMP with return inspections = \$9,360

2 estimated annual Plan Reviews @ \$225 per = \$500.

Approximate total for Year 1 of 3 of FOG Program Inspections Program = \$ 13,340



ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES

SOURCE CONTROL SOLUTIONS

Year 2:

Annual GCDI = \$3,640.

Annual GBMP with return inspections = \$9,600

2 Estimated annual FOG Plan Reviews @ \$225 per = \$500

Approximate total for Year 2 of 3 of FOG Program Inspections Program = \$ 13,740

Year 3:

Annual GCDI = \$3,800

Annual GBMP = \$9,840

2 Estimated FOG Plan Reviews @ \$225 per = 500

Approximate total for Year 3 of 3 of FOG Program Inspections Program = \$ 14,140

SUMMARY OF INSPECTIONS PROGRAM COSTS/FEE SCHEDULE:

Service	Service Cost
Grease Control Device Inspections (GCDI)	\$20 per inspection point
FSE-Plan Review Services	\$ 225 per FSE
Consulting Fees, as required	\$75 per hour
Grease Best Management Practices Inspection (GBMP)	\$80 per inspection



ENVIRONMENTAL COMPLIANCE INSPECTION SERVICES

SOURCE CONTROL SOLUTIONS

Thank you Mrs. Robinson for the opportunity to provide this FOG Program Proposal. If you have any questions please do not hesitate to contact me.

Respectfully submitted,

*Jon C. Kinley
President
ECIS*

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2018

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 Michael Rodgick 196 Technology Dr Ste B Irvine CA 92618-2433		CONTACT NAME: Mike PHONE (A/C, No, Ext): 949-753-9555 FAX (A/C, No): 949-753-9559 E-MAIL ADDRESS: mrodgick@farmersagent.com	
INSURED Jon Kinley DBA: Environmental Compliance Inspection Service 26 Dauphin Dana Point CA 92629		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual - Ohio Security Insurance Company NAIC # 24082 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	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	BKS 57739408	01/30/2018	01/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (En occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	BKS 57739408	01/30/2018	01/30/2019	COMBINED SINGLE LIMIT (En accident) \$ 2,000,000 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Those usual to the insured's operations. Certificate holder, is additional Insured by written contract per the Business Liability Coverage Form CG 88 10 04 13 attached to the policy.

CERTIFICATE HOLDER City of Placentia Dept of Building & Safety 401 E Chapman Ave Placentia CA 92870-6101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF OF POLICE
DATE: OCTOBER 16, 2018
SUBJECT: **ACCEPTANCE OF NORTH ORANGE COUNTY PUBLIC SAFETY TASK FORCE PROGRAM GRANT FUNDING AND PURCHASE OF K-9 VEHICLE**

FISCAL
IMPACT: EXPENSE: \$ 222,000 PD PERSONNEL (FISCAL YEAR 2018-19)
\$ 68,000 VEHICLE
\$ 20,000 EQUIPMENT
REVENUE: \$ 310,000 CORRECTIONS PLANNING & PROGRAMS

SUMMARY:

In 2017, Staff from the Law Enforcement community and City Management from the cities of Placentia, Fullerton, Brea, Anaheim, Stanton, and Buena Park worked with former Senator Josh Newman's Office to secure funding to create a North Orange County Public Safety Task Force (Task Force). The Task Force created the Gang Prevention and Homeless Intervention Regional Pilot Program (Pilot Program) for consideration by the Board of State and Community Corrections (BSCC) under the Corrections Planning and Programs (CPP) Division. The objectives of the Task Force are prevention, intervention and suppression of youth violence and homelessness activities.

The guidelines of the BSCC funding include personnel costs, police vehicle, uniforms and safety equipment. This action will formally accept the grant funding and approve the purchase of one (1) vehicle to be utilized by a K-9 team (Handler and Police Service Dog) for Task Force purposes using the aforementioned State funding.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the acceptance of the grant funding allocation to include police vehicles, uniforms, safety equipment, and salaries; and
2. Approve the purchase of one (1) new 2019 Ford Interceptor V-6 K-9 SUV from Wondries Fleet Group in Alhambra. The purchase price is not-to-exceed \$40,000; and

3.a.
October 16, 2018

3. Approve the use of West Coast Lights & Sirens, Inc. as the designated provider for the purchase and installation of the required emergency equipment and custom graphics, in an amount not-to-exceed \$ 17,000; and
4. Approve the purchase of one (1) Motorola APX6500 700/800 MHZ police radio from Motorola Solutions. The purchase price is not-to-exceed \$11,000; and
5. Direct the Chief of Police or his designee to complete the necessary reporting documentation as required by the grant program; and
6. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In 2017, Staff from the Law Enforcement community and City Management from the cities of Placentia, Fullerton, Brea, Anaheim, Stanton, and Buena Park worked with former Senator Josh Newman's Office to secure funding to create a Public Safety Task Force. The Task Force created the Gang Prevention and Homeless Intervention Regional Pilot Program (Pilot Program) for consideration by the BSCC under the CPP Division. The objectives of the Task Force are prevention, intervention and suppression of youth violence and homelessness activities. The guidelines for the BSCC funding include personnel costs, police vehicles, uniforms and safety equipment.

This action will formally accept the grant funding and approve the purchase of one (1) vehicle to be utilized by a K-9 team (Handler and Police Service Dog) for Task Force purposes using the aforementioned State funding. The current K-9 vehicle, a 2011 Ford Crown Victoria Police Interceptor sedan, has reached its end of service life and needs to be replaced.

VEHICLE

The Department contacted Wondries Fleet Group in Alhambra, California, for a bid on one (1) police vehicle. Wondries is a Sourcewell, formerly National Joint Powers Alliance (NJPA) approved dealer. Sourcewell is an industry leading dealer network which guarantees fair and competitive vehicle pricing to California State and Local Government agencies. The use of these contracts is optional and the City's procurement policy permits the use of Sourcewell for these purchases. The attached quote is for one (1) 2019 Ford Interceptor V-6 SUV, which has been made available at Sourcewell guaranteed pricing under the Los Angeles County Sheriff Purchase Order #DPO-SH18361203-1.

Staff also obtained a bid from Fairway Ford in Placentia per Placentia Municipal Code 3.95-Local Business Preference Program. In the competitive bidding process, awarding authorities are authorized to extend local business preference to contractors qualifying as a local business in accordance with the requirements of this chapter (PMC 3.95.020(a)). If granted, the local business preference shall be in the form of a five (5) percent price advantage in the evaluation of

a contractor's total bid price (PMC 3.95.020 (c)). The City retains the right to deny a local business preference in any situation where it would not be in the City's best interest (PMC 3.95.020(d)).

Fairway was able to meet the requirements of the Local Business Preference requirements and provide a low bid (approximately \$500 less); however, Fairway staff advised they do not have a 2019 Ford Police Interceptor SUV available for purchase and instead would deliver the City a 2020 Ford Police Interceptor SUV by approximately July 2019. Wondries can deliver a 2019 Ford SUV from its existing inventory during the first week of December 2018. As stated previously, the current K-9 vehicle has reached its end of service life and is out of service often due to mechanical issues. The air conditioning system has been problematic and keeping the vehicle cool is a vital necessity for the Police Service Dog's health. Based upon the aforementioned facts, Staff believes that it is in the best interest of the City to select the Wondries bid.

In selecting the aforementioned vehicle, Department Staff evaluated available vehicle platforms from all three major producers of police vehicles including Dodge, Ford and Chevrolet. The Chevrolet Caprice, which is part of the current Department fleet, is no longer available for police use. The Dodge Charger was deemed to have limited and restrictive interior space for the Handler and Police Service Dog and the Chevrolet Tahoe was deemed too expensive (approximately \$4,000 more). Additionally, the Department has experienced some mechanical issues with the current Chevrolet Tahoes in the fleet. The Ford Interceptor SUV is already part of the Patrol fleet and has shown to have good reliability and adequate interior space for the Handler and Police Service Dog. Based on price, performance, fuel economy, durability, interior space and overall lifetime cost of the vehicle, the Ford Interceptor SUV was found to be the best overall purchase for K-9 operations.

VEHICLE EQUIPMENT

The K-9 team car also requires the installation of emergency equipment for use in operations and it is recommended that the Department's current specialized fleet vendor, West Coast Lights & Siren (WCLS), be utilized to remain consistent with Department operations. WCLS has provided a competitive bid for the conversion of this vehicle and has been utilized for the conversions of other Department Patrol vehicles. Additionally, one (1) Motorola APX6500 Police vehicle "Hot Red" radio needs to be purchased and installed into this new vehicle. Motorola Solutions is the sole source provider of the Motorola APX6500 police radio which is standard in police vehicles.

EQUIPMENT AND UNIFORMS

Task Force Officers utilize various tools and equipment to perform Task Force duties. This equipment includes, but is not limited to, new uniforms, ballistic vests, computers and electronic devices, and other law enforcement tools. This equipment is purchased through existing established vendors that supply all the Department's uniforms and equipment and comply with City procurement policies.

Below is a summary of new BSCC grant funding allocations for the City of Placentia for Fiscal Year 2018-19:

Law Enforcement Gang Prevention/Homeless Outreach	Annual Cost	Opportunities/Objectives
Homeless Liaison Officer	\$200,000	Focus on homeless and homeless-related calls for service. Partner with other local area Homeless Liaison Officers
Part-Time Gang Officers	\$22,000	Focus on gang-related activity and partner with other local area gang detectives
Vehicle Purchase	\$68,000	One (1) Ford Interceptor K-9 SUV, fully outfitted
Equipment and Uniform Purchases	\$20,000	Tactical vests, uniforms, field equipment
TOTAL PLACENTIA POLICE	\$310,000	For Fiscal Year 2018-19

ALTERNATIVE OPTIONS:

An alternative option is not to purchase a new K-9 unit and equipment for Task Force operations, relying on the existing vehicle and equipment. Another option is to select Fairway Ford's bid and wait to take delivery of the vehicle by approximately July of 2019. The current vehicle has reached its end of service life and is having mechanical issues. Repair costs are likely to continue escalating and if the vehicle is down for repairs, the K-9 team will not be able to be utilized for Task Force operations. Staff does not recommend either of these options as the age and reliability problems of the existing vehicle may hinder Task Force operations and cost the City more in the long term due to increased maintenance and fueling.

FISCAL IMPACT:

The Task Force has been awarded \$310,000 from the BSCC under the CPP Division for youth violence prevention, homeless outreach, and reentry offenders. These funds will be used to pay for approved positions, the aforementioned vehicle purchase, and equipment and uniform purchases in the Fiscal Year 2018-19 Operating Budget.

Submitted by:



Eric Point
 Captain

Reviewed and approved:



Darin Lenyi
 Chief of Police

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Vehicle and Emergency Equipment Quotes



FLEET GROUP

1247 W. Main Street, P.O. Box 3860, Alhambra, CA 91803
626/457-5590 626/457-5593 Fax

April 11, 2018

Ms. Julie Kennicutt
Placentia police Dept.
401 E Chapman Ave
Placentia, Ca 92870
Delivery Via Email

Dear, Ms. Kennicutt

In response to your inquiry, we are pleased to submit the following for your consideration:

Wondries Fleet Group will sell, service and deliver at Placentia, new/unused 2019 Police Interceptor Utility with Rear Air and Eco Boost Engine responding to your requirement with the attached specifications for \$ 37,036.00 plus State Sales Tax, and \$8.75 tire tax (non-taxable). This Price Includes Black and White Paint. These vehicles are available under the Los Angeles County PO# DPO-SH-18361203-1

Selling Price	37,036.00
Sales Tax 7.75%	2,870.29
Tire tax	8.75
Total	39,915.04

Unit for K-9 use

Unit has ballistic left and right doors and secure idle.

Terms are net 30 days.

Delivery is 90-120 days.

Sincerely

Kevin Buzzard
National Law Enforcement Sales Manager
National Auto Fleet Group
Wondries Fleet Group
626-656-8431 O
714-2641867 C
562-684-4672 F
Buzzard5150@gmail.com



Prepared By:
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2019 Ford Police Interceptor Utility

K8A AWD Base



Photo may not represent actual vehicle configuration.

Prepared By:
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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K8A AWD Base

SELECTED MODEL

Code	Description
K8A	2019 Ford Police Interceptor Utility AWD Base

SELECTED VEHICLE COLORS

Code	Description
-	Interior: CHARCOAL BLACK
-	Exterior 1: AGATE BLACK
-	Exterior 2: No color has been selected.

SELECTED OPTIONS

Code	Description	Class
	PACKAGES	
500A	Order Code 500A (99R) Engine: 3.7L V6 Ti-VCT FFV; (44C) Transmission: 6-Speed Automatic; (STDAX) 3.65 Axle Ratio; (STDGV) GVWR: 6,300 lbs; (STDTR) Tires: 245/55R18 AS BSW; (STDWL) Wheels: 18" x 8" 5-Spoke Painted Black Steel : Includes center caps and full size spare.; (9) Unique HD Cloth Front Bucket Seats w/Vinyl Rear : Includes driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.; (STDRD) Radio: AM/FM/CD/MP3 Capable : Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	OPT
	EMISSIONS	
422	California Emissions System Required code for California Emissions States - California, Connecticut, Delaware, Massachusetts, Maryland, Maine, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington registration unless codes 936 or 423 are applicable. Optional for Cross Border state dealers - Arizona, District of Columbia, Idaho, New Hampshire, Nevada, Ohio, Virginia and West Virginia.	OPT
	POWERTRAIN	
99T	Engine: 3.5L V6 EcoBoost (76D) Deflector Plate; (NONAX) 3.16 Axle Ratio. 131 MPH top speed.	OPT

Model shown is illustrative only. Actual equipment may vary. ©2019 Ford Motor Company. All rights reserved. Ford, the Ford logo, and the Ford Police Interceptor Utility are trademarks of Ford Motor Company. Other trademarks are the property of their respective owners. 06/19/2019

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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K9A AWD Base

SELECTED OPTIONS

Code	Description	Class
POWERTRAIN (Continued)		
44C	Transmission: 6-Speed Automatic	INC
	3.16 Axle Ratio	INC
STDGV	GVWR: 6,300 lbs	INC
WHEELS & TIRES		
STDTR	Tires: 245/55R18 AS BSW	INC
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel Includes center caps and full size spare.	INC
SEATS & SEAT TRIM		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear Includes driver 6-way power track (fore/aft up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.	INC
OTHER OPTIONS		
113WB	113" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM/CD/MP3 Capable Includes clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display.	INC
86P	Front Headlamp/Police Interceptor Housing Only Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights).	OPT
86T	Tail Lamp/Police Interceptor Housing Only Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies).	OPT
153	Front License Plate Bracket	OPT
43D	Dark Car Feature Courtesy lamps disabled when any door is opened.	OPT
17T	Red/White Dome Lamp in Cargo Area	OPT

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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K&A AWD Base

SELECTED OPTIONS

Code	Description	Class
OTHER OPTIONS (Continued)		
51S	Dual (Driver & Passenger) LED Spot Lamps (Unity)	OPT
76D	Deflector Plate	INC
87R	Rear View Camera Electrochromic Rear View Mirror : Video is displayed in rear view mirror. Note: This option would replace the camera that comes standard in the 4" center stack area. Camera can only be displayed in the 4" center stack (standard) OR the rear view mirror (87R).	OPT
53M	SYNC Basic (Voice-Activated Communications System) Includes single USB port and single auxiliary audio input jack.	OPT
61S	4 Remappable Steering Wheel Switches w/SYNC	OPT
52P	Hidden Door-Lock Plunger/Rf-Door Handles Inoperable	OPT
18W	Windows - Rear-Window Power Delete Operable from front driver side switches.	OPT
85R	Rear Console Plate Contours through 2nd row; channel for wiring.	OPT
59B	Keyed Alike - 12B4x	OPT
90E	Ballistic Door-Panels (Level III+) Driver and passenger front-doors. Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9 7g M80 (.308 Winchester 150gr). Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56), 5.56 x 45 mm M193 3.36g and 5.56 x 45mm M855 4g.	OPT
47A	Police Engine Idle Feature This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling.	OPT
76R	Reverse Sensing	OPT
17A	Aux Air Conditioning	OPT
16D	Badge Delete Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost).	OPT

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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K&A AWD Base

SELECTED OPTIONS

Code	Description	Class
OTHER OPTIONS (Continued)		
60R	Noise Suppression Bonds (Ground Straps)	OPT
INTERIOR COLORS FOR : PRIMARY		
9W	Charcoal Black	OPT
EXTERIOR COLORS FOR : PRIMARY		
UM	Agate Black	OPT

OPTIONS TOTAL

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3/1/2019

Prepared By:
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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K8A AWD Base

STANDARD EQUIPMENT

Powertrain

- *EcoBoost 365hp 3.5L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection*
- *Recommended fuel : premium unleaded*
- *Emissions Type: ULEV II*
- *6 speed automatic transmission with overdrive*
- *All-wheel drive*
- *Fuel Economy City: 16mpg*
- *Fuel Economy Highway: 21mpg*
- *Fuel Tank Capacity: 18.6gal.*

Suspension/Handling

- *Front independent strut suspension with anti-roll bar, gas-pressurized shocks*
- *Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks*
- *Electric power-assist rack-pinion steering*
- *Front and rear 18" x 8" black steel wheels with hub covers*
- *P245/55WR18.0 BSW AS front and rear tires*

Body Exterior

- *4 doors*
- *Driver and passenger power remote door mirrors*
- *Black door mirrors*
- *Rear lip spoiler*
- *Body-colored bumpers*

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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K&A AWD Base

STANDARD EQUIPMENT

Body Exterior (Continued)

- 1 skid plate
- Clearcoat paint

Convenience

- Manual air conditioning with air filter
- Rear HVAC
- Auxiliary rear heater
- Cruise control with steering wheel controls
- Power windows
- Driver and passenger 1-touch down
- Driver and passenger 1-touch up
- Power door locks
- Manual tilt steering wheel
- Day-night rearview mirror with auto-dimming
- Power adjustable pedals
- Wireless phone connectivity
- 2 1st row LCD monitors
- Dual visor vanity mirrors
- Driver and passenger door bins

Seats and Trim

- Seating capacity of 5

FORD POLICE INTERCEPTOR UTILITY K&A AWD BASE. MSRP \$24,999. *MSRP includes destination charge, excludes taxes, license, title, dealer fees, and optional equipment. ©2019 Ford Motor Company. All rights reserved. Ford, the Ford logo, and the Ford Police Interceptor Utility are trademarks of Ford Motor Company. All other marks are the property of their respective owners.

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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K&A AWD Base

STANDARD EQUIPMENT

Lighting, Visibility and Instrumentation (Continued)

- *Fixed interval rear windshield wiper*
- *Rear window defroster*
- *Fixed rearmost windows*
- *Deep tinted windows*
- *Front and rear reading lights*
- *Tachometer*
- *Low tire pressure warning*
- *Trip computer*
- *Parking sensors*
- *Trip odometer*
- *Rear camera*

Safety and Security

- *4-wheel ABS brakes*
- *Brake assist*
- *4-wheel disc brakes*
- *AdvanceTrac w/Roll Stability Control electronic stability*
- *ABS and driveline traction control*
- *Dual front impact airbag supplemental restraint system*
- *Dual seat mounted side impact airbag supplemental restraint system*
- *Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system*

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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K8A AWD Base

STANDARD EQUIPMENT

Safety and Security (Continued)

- *Airbag supplemental restraint system occupancy sensor*
- *Power door locks*
- *Manually adjustable front head restraints*

Specs and Dimensions

- *Engine displacement: 3.5L*
- *Engine horsepower: 365hp @ 5,500RPM*
- *Engine torque: 350 lb.-ft. @ 1,500RPM*
- *Bore x stroke : 3.64" x 3.49"*
- *Compression ratio: 10.00:1*
- *Gear ratios (1st): 4.48*
- *Gear ratios (2nd): 2.87*
- *Gear ratios (3rd): 1.84*
- *Gear ratios (4th): 1.41*
- *Gear ratios (5th): 1.00*
- *Gear ratios (6th): 0.74*
- *Gear ratios (reverse): 2.88*
- *Curb weight: 4,639lbs.*
- *GVWR: 6,300lbs.*
- *Payload: 1,580lbs.*
- *Towing capacity: 2,000lbs.*

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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K6A AWD Base

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- Exterior length: 197.1"
- Exterior body width: 82.5"
- Exterior height: 69.2"
- Wheelbase: 112.6"
- Front track: 67.0"
- Rear track: 67.0"
- Turning radius: 19.4'
- Min ground clearance: 6.5"
- Max ground clearance: 8.5"
- Front legroom: 40.6"
- Rear legroom: 41.6"
- Front headroom: 41.4"
- Rear headroom: 40.1"
- Front hiproom: 57.3"
- Rear hiproom: 56.6"
- Front shoulder room: 61.3"
- Rear shoulder room: 60.9"
- Passenger volume: 118.4cu.ft.
- Approach angle: 19.7 deg

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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K&A AWD Base

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- *Departure angle: 21.7 deg*
- *Interior cargo volume: 48.1cu.ft.*
- *Interior cargo volume seats folded: 85.1cu.ft.*
- *Interior maximum cargo volume: 85.1cu.ft.*

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2019 Ford Police Interceptor Utility

• VEHICLE REPORT

2019 Ford Police Interceptor Utility K8A AWD Base

WARRANTY INFORMATION

WARRANTY

Basic:

36 month/36,000 miles

Powertrain:

60 month/100,000 miles

Corrosion Perforation:

60 month/unlimited mileage

Roadside Assistance:

60 month/60,000 miles

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
 Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
8/17/2018	7791

Name / Address
CITY OF PLACENTIA 401 EAST CHAPMAN AVE. PLACENTIA, CA 92870 ATTN: ACCOUNTS PAYABLE

				Project
Item	Description	Qty	Cost	Total
	>>TO INSTALL THE FOLLOWING EQUIPMENT IN A 2018 FORD UTILITY - K9<< >>CUSTOMER SUPPLIED RADIO >>GUN LOCK ON AUX BUTTON ONLY - NOT AUX + BLANK >>ADD BRAKE/BLACK OUT FUNCTION			
75.00/HOUR	LABOR TO INSTALL THE FOLLOWING	48	75.00	3,600.00
SIFZS-1527873025	2013+ FORD UTILITY ILS. LOW PROFILE (4) RED/WHITE, (4) BLUE WHITE. FOR USE WITH SSP	1	886.60	886.60T
CNSM8R-00012	8 LAMP CN SIGNAL MASTER W/ RED/BLUE OUT SIDE FLASHING LIGHTS	1	497.64	497.64T
FABRICATED	FABRICATION OF REAR CN BRACKETS	1	42.50	42.50T
SSP3000B	SMART SIREN PLATINUM	1	688.22	688.22T
4030-10	10 POSITION CONNECTOR OUTPUT HARNESS (X200)	1	45.40	45.40T
4030-18	18 POSITION CONNECTOR INPUT HARNESS (X200)	1	20.41	20.41T
ES100C	ES100C SPEAKER W/O BRACKET	1	156.00	156.00T
ESB-EXP07	KIT, SPKR, MTG, 07-08 EXPEDITION	1	21.84	21.84T
MPS652-RW	12LEDS RED/WHITE MICRO PULSE	1	75.00	75.00T
MPS652-BW	12 L.E.DS BLUE/WHITE MICROPLUSE LIGHT	1	75.00	75.00T
FHL-CHG	FLASHER, HEADLIGHT, DODGE CHARGER, (2006-2015)	1	46.33	46.33T
5342	PUSH BUMPER FOR 2016 FORD UTILITY INTERCEPTOR	1	286.51	286.51T
MPS600U-BR	6-LED LIGHTHEAD, (BLUE/RED)MICROPULSE ULTRA	2	60.00	120.00T
FABRICATED	>>SIDES OF BUMPER<< FABRICATION - 45 DEGREE BRACKETS FOR PUSH BUMPER LIGHTS	1	47.50	47.50T
SI 240-T-IH	SECURE-IDLE FOR 2012-2016 FORD UTILITY	1	148.85	148.85T
			Subtotal	
			Sales Tax (8.75%)	
			Total	

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PROPOSAL

Date	Estimate #
8/17/2018	7791

Name / Address
CITY OF PLACENTIA 401 EAST CHAPMAN AVE. PLACENTIA, CA 92870 ATTN: ACCOUNTS PAYABLE

				Project
Item	Description	Qty	Cost	Total
F2 K9 HEAT ALERT	TACTICAL K9 HEAT ALERT SYSTEM W/PAGER >>DISPLAY IN HEADLINER<<	1	1,001.00	1,001.00T
MD10-F	7" 12 VOLT KENNEL FAN	1	62.10	62.10T
SHIPPING	SHIPPING OF RAY ALLEN PRODUCTS	1	45.00	45.00
EZPF-INTERC.SUV	EZ RIDER PLATFORM FOR 2011-2018 FORD UTILITY/ RUBBER LINER/ EZ POD LED LIGHT - 52"W X 26"D X 40"H	1	2,072.40	2,072.40T
WATER DISH	SPILL PROOF WATER DISH W/BRACKET (ONE GALLON)	1	92.40	92.40T
SHIPPING	SHIPPING OF AMERICAN ALUMINUM PRODUCTS	1	370.00	370.00
USGT	GUN LOCK TIMER	1	38.32	38.32T
FABRICATED	FABRICATION OF SINGLE WEAPON RACK	1	125.00	125.00T
SC-1	SANTA CRUZ GUN LOCK S-C1 W STANDARD KEY	1	68.59	68.59T
SC-1901	SOLID ALUMINUM BUTT PLATE (X 25-50)	1	19.50	19.50T
BLACRAC_1080E	BLAC-RAC 1080E ELECTRONIC VERTICAL RELEASE >>MOUNTED OVERHEAD<< >>OR FABRICATION OF OVER HEAD GUN RACK	1	538.80	538.80T
CC-UV-PCFX14	14" LOW PROFILE CONSOLE W/ COMPUTER DECK FOR FORD UTILITY	1	298.35	298.35T
AC-INBHG	4" INTERNAL BEVERAGE HOLDER W/GROMMETS	1	35.10	35.10T
AC-ARM MNT	HEIGHT ADJUSTABLE : BOLTS TO CONSOLE	1	98.28	98.28T
1016B	DUAL USB SOCKET	1	17.77	17.77T
782-1636	3-OUTLET 12 VOLT RECEPTACLE	1	30.67	30.67T
7170-0243	GETAC V110 DOCKING STATION KIT- TRIPLE RF (SMA), COMES WITH LIND EXTERNAL POWER SUPPLY	1	926.90	926.90T
7160-0497	6 INCH ARTICULATING ARM	1	135.85	135.85T
LOWSWIVEL	LOW PROFILE SWIVEL ATTACHMENT	1	29.25	29.25T
SHIPPING	SHIPPING OF GAMBER JOHNSON EQUIPMENT	1	50.00	50.00

Subtotal

Sales Tax (8.75%)

Total

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 Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
8/17/2018	7791

Name / Address
CITY OF PLACENTIA 401 EAST CHAPMAN AVE. PLACENTIA, CA 92870 ATTN: ACCOUNTS PAYABLE

				Project
Item	Description	Qty	Cost	Total
AC-UV-R-SET	2013-17 PI UTILITY DRIVER/PASSENGER SET OF CARGO WINDOW SCREENS; SQUARE-HOLE PUNCHED	1	132.68	132.68T
AC-UV-HATCH	FORD UTILITY HATCH WINDOW SCREEN; SQUARE-HOLE PUNCHED 2012-2017	1	92.14	92.14T
CP-UV-CARGO-MNT	TILT-UP CARGO MOUNT FOR FORD UTILITY	1	306.77	306.77T
AC-UV-TRAY-H	EQUIPMENT TRAY FOR FORD UTILITY	1	175.50	175.50T
CP-403212-2S	CP-403212-2S STORAGE BOX WITH 1 FULL LENGTH DIVIDER & 1.5 LIP ALL THE WAY AROUND THE TOP	1	1,150.00	1,150.00T
SHIPPING	SHIPPING OF TROY PRODUCTS	1	100.00	100.00
MPS600U-BA	6-LED LIGHTHEAD, (BLUE/AMBER)MICROPLUSE ULTRA	2	60.00	120.00T
416900-BA	>>REAR HATCH LIGHTS<<			
	DUAL CORNER LED LIGHT HEAD W/IN-LINE FLASHER	2	59.80	119.60T
	>>TAILLIGHTS<<			
JOB MATERIALS	FABRICATION OF ELECTRONICS BOARD WITH CARPET	1	50.00	50.00T
WCLAPD-004	INTERCEPTOR SEDAN/UTILITY BLACKOUT 4-RELAY HARNESS (X150)	1	51.83	51.83T
5026B	FUSE BLOCK STBLADE 12 CIRC W/GND/CVR	1	28.725	28.73T
5028B	FUSE BLOCK ST BLADE 6 WITHOUT GROUND CIRCUIT	1	19.51	19.51T
7615B	AUTOMATIC TIMER DISCONNECT	1	90.00	90.00T
ANXMB8U	3/4" HOLE NMO STYLE BRASS MT W/17" RG58U & NO CONNECTOR	1	10.47	10.47T
ANXQWFT120	118-970 MHZ 0 DB FIELD TUNABLE 1/4 WAVE MOBILE ANTENNA	1	8.01	8.01T
4020	BOBBER BATON HOLDER	2	28.60	57.20T
JOB MATERIALS	MISC. PARTS, WIRE, ZIP TIES, CLAMPS, FASTENERS, RELAYS, ETC.	1	175.00	175.00T

Subtotal
Sales Tax (8.75%)
Total

WEST COAST LIGHTS & SIRENS, INC.

601 COLUMBIA AVENUE
 UNIT "B"
 RIVERSIDE, CA 92507

Phone # 9517799257 trish@wcls.us
 Fax # 951-779-9256 WCLS.US



PROPOSAL

Date	Estimate #
8/17/2018	7791

Name / Address
CITY OF PLACENTIA 401 EAST CHAPMAN AVE. PLACENTIA, CA 92870 ATTN: ACCOUNTS PAYABLE

Project

Item	Description	Qty	Cost	Total
JOB MATERIALS	WINDOW TINT	1	255.00	255.00

PROPOSAL IS VALID FOR 30 DAYS

CALIFORNIA CERTIFIED SMALL BUSINESS #49878

NOTE: SALES TAX WILL BE CHARGED ON ANY INSTALLATION LABOR ON A VEHICLE WITH 500 MILES OR LESS PER NEW CALIFORNIA STATE BOE REGULATIONS.

Subtotal	\$15,755.52
Sales Tax (8.75%)	\$1,014.17
Total	\$16,769.69



Motorola Solutions
 10680 Treenna Street, Suite 200
 San Diego, Ca 92131

Attention: Kim Caplan
 Phone: 858-442-3979
 kim.caplan@motorolasolutions.com

Quote: GJK-11JUL18-Placentia_Pat
 greg.kaplanek@bearcom.com

PREPARED FOR: JULIE KENNICUTT, SENIOR MANAGEMENT ANALYST, POLICE ADMINISTRATION
 AGENCY : PLACENTIA, CITY OF (1000404541)

(714) 993-8200
 jkennicutt@placentia.org

Equipment Details and Pricing

Qty:	Model	Description	List Price	Price Book	Extended
PATROL MOBILE HOT RED RECEIVER RADIO					
HOT RED RECEIVER GREEN RADIO MOBILE					
1	M25URS9PW1 N	APX6500 700/800 MHZ MID POWER MOBILE 10-35 WATT	\$15,214.00	\$10,193.38	\$ 10,193.38
1	G51	ADD: SMARTZONE OPERATION			
1	G806	ADD: ASTRO DIGITAL CAI OPERATION			
1	GA00805	ADD: APX 07 CONTROL HEAD			
1	G444	ADD: CONTROL HEAD SOFTWARE			
1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION			
1	G361	ADD:P25 TRUNKING			
1	G67	ADD: REMOTE MOUNT MID POWER			
1	G335	ADD: ANT 1/4 WAVE 762-870 MHZ			
1	W22	ADD: PALM MICROPHONE			
1	B18	ADD: AUXILIARY SPKR 7.5 WATT			
1	W599	ADD: 8 MODE DIRECT ENTRY			
1	GA001115	ADD: DUAL RADIO STACKABLE MID POWER TRUNNION			
1	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
1	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1	GA01113AA	ENH: DUAL RADIO OPERATION (PRIMARY RADIO)			
1	GA00235	ADD: NO GPS ANTENNA NEEDED			
1	G24	ADD: 3 YEAR SERVICE FROM THE START LITE			
HOT RED RECEIVER RED RADIO MOBILE					
1	M25URS9PW1 N	APX6500 700/800 MHZ MID POWER MOBILE 10-35 WATT			
1	G51	ADD: SMARTZONE OPERATION			
1	G806	ADD: ASTRO DIGITAL CAI OPERATION			
1	G361	ADD:P25 TRUNKING			
1	G88	ADD: NO CONTROL HEAD NEEDED			
1	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION			
1	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1	G444	ADD: CONTROL HEAD SOFTWARE			
1	G67	ADD: REMOTE MOUNT MID POWER			
1	G335	ADD: ANT 1/4 WAVE 762-870 MHZ			
1	G90	ADD: NO MICROPHONE NEEDED			
1	B18	ADD: AUXILIARY SPKR 7.5 WATT			
1	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
1	GA01117AA	ENH: DUAL RADIO OPERATION (SECONDARY RADIO)			
1	GA00235	ADD: NO GPS ANTENNA NEEDED			
1	G24	ADD: 3 YEAR SERVICE FROM THE START LITE			

Pricing per Orange County Price Book Agreement # MA-060-15011560

QUOTE TERMS AND CONDITIONS:

- 1) Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes.
- 2) Purchaser will be responsible for shipping costs, which will be added to the invoice
- 3) Prices quoted are valid for thirty(30) days from the date of this quote
- 4) Unless otherwise stated, payment will be due within thirty days after invoice
- 5) The information provided in this quote is provided for budgetary purposes only, and does not constitute an offer to sell or license any Motorola product.

Subtotal	\$	10,193.38
Tax	\$	789.99
Shipping	\$	-
Total	\$	10,983.37

REQUIRED INFORMATION FOR THE PURCHASE ORDER:

- 1) Be a valid Purchase Order / Contract / Notice to Proceed on Company Letterhead (note: Purchase Requisitions cannot be accepted).
- 2) Have a PO Number / Contract Number & Date
- 3) Identify "Motorola Solutions Inc." as the Vendor (Motorola Solutions Inc, 10680 Treenna Street, Suite 200, San Diego, CA 92131)
- 4) Have Payment Terms or Contract Number (Net 30, or Agreement # MA-060-15011560)
- 5) Be issued in the Legal Entity's Name
- 6) Include a Bill-To Address with a Contact Name and Phone Number
- 7) Include a Ship-To Address with a Contact Name and Phone Number
- 8) Include an Ultimate Address (only if different than the Ship-To)
- 9) Be Greater than or Equal to the Value of the Order
- 10) Be in a Non-Editable Format
- 11) Identify Tax Exemption Status (where applicable)
- 12) Include a Signature (as Required)
- 13) Email PO to "greg.kaplanek@bearcom.com" to submit order



Fairway Ford
 1350 E. Yorba Linda Blvd., Placentia, California,
 928703887
 Office: 714-524-1200

2019 Police Interceptor Utility, Sport
 Utility
 AWD Base(K8A)
 Price Level: 915 Quote ID: placentia

Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$33,275.00
Options & Colors	\$9,305.00
Upfitting	\$0.00
Destination Charge	\$995.00
Total	\$43,575.00

Customer Signature

Acceptance Date

FAIRWAY FORD SALES PRICE @ \$ 35598⁰⁰

7.75% SALES TAX @ \$ 2758⁸⁵

CAL. TIRE FEE @ \$ 875

DMV @ EXEMPT

TOTAL @ \$ 38365⁶⁰

EACH.

* INCLUDES (4) DOORS

PAINTED OXFORD WHITE

* 2019 ORDER BANK IS CLOSED

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Date: 10/04/2018

Attachment 11



Fairway Ford
 1350 E. Yorba Linda Blvd., Placentia, California, 928703887
 Office: 714-524-1200

2019 Police Interceptor Utility, Sport Utility
 AWD Base(K8A)
 Price Level: 915 Quote ID: placentia

Major Equipment

(Based on selected options, shown at right)

EcoBoost 3.5L V-6 DOHC w/gasoline direct injection 365hp

6 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Advance Trac w/Roll Stability Control
- * Tinted glass
- * Bluetooth streaming audio
- * Rear child safety locks
- * Variable intermittent speed-sensitive wipers wipers
- * Dual front airbags
- * Airbag occupancy sensor
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Axle to end of frame: 46.5"

Exterior:Agate Black

Interior:Charcoal Black

- * Brake assistance
- * P 245/55R18 BSW AS W-rated tires
- * Air conditioning
- * AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, auxiliary audio input, external memory control
- * LED brakelights
- * Dual power remote mirrors
- * 18 x 8 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Rear window defroster
- * Message Center
- * Reclining front bucket seats
- * Audio control on steering wheel

Fuel Economy

City
16 mpg



Hwy
21 mpg

Selected Options

MSRP

STANDARD VEHICLE PRICE	\$33,275.00
Order Code 500A	N/C
113" Wheelbase	STD
Monotone Paint Application	STD
Engine: 3.5L V6 EcoBoost	\$3,295.00
Front Headlamp/Police Interceptor Housing Only	\$125.00
Tail Lamp/Police Interceptor Housing Only	\$60.00
Dark Car Feature	\$20.00
Red/White Dome Lamp in Cargo Area	\$50.00
Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$620.00
Rear View Camera	N/C
SYNC Basic (Voice-Activated Communications System)	\$295.00
4 Remappable Steering Wheel Switches w/SYNC	\$155.00
Hidden Door-Lock Plunger/Rr-Door Handles Inoperable	\$160.00
Windows - Rear-Window Power Delete	\$25.00
Rear Console Plate	\$35.00
Keyed Alike - 1284x	\$50.00
Ballistic Door-Panels (Level III+)	\$3,170.00
Police Engine Idle Feature	\$260.00
Reverse Sensing	\$275.00

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Date: 10/04/2018



Fairway Ford
1350 E. Yorba Linda Blvd., Placentia, California, 928703887
Office: 714-524-1200

2019 Police Interceptor Utility, Sport Utility
AWD Base(K8A)
Price Level: 915 Quote ID: placentia

Aux Air Conditioning	\$610.00
Badge Delete	N/C
Noise Suppression Bonds (Ground Straps)	\$100.00
California Emissions System	N/C
Priced DORA	N/C
COV Required	N/A
Agate Black	N/C
Charcoal Black	N/C
Transmission: 6-Speed Automatic	Included
GVWR: 6,300 lbs	Included
Tires: 245/55R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Radio: AM/FM/CD/MP3 Capable	Included
Deflector Plate	Included
3.16 Axle Ratio	Included
Electrochromic Rear View Mirror	Included
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SUBTOTAL	\$42,580.00
Destination Charge	\$995.00
<hr/>	
TOTAL	\$43,575.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Date: 10/04/2018