



Regular Meeting Agenda

March 19, 2019

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

Rhonda Shader
Mayor

Ward L. Smith
Mayor Pro Tem

Craig S. Green
Councilmember

Chad P. Wanke
Councilmember

Jeremy B. Yamaguchi
Councilmember

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

Phone: (714) 993-8117

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Email:

administration@placentia.org

Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
March 19, 2019
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 Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Smith
Mayor/Board Chair Shader

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 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Rosanna Ramirez, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employees
2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 527 Fee Ana Street APN: 346-015-07
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: OERP, LLC
Under Negotiations: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
Name of Case: Joseph V. Aguirre vs City of Placentia, et al.
Orange County Superior Case No. 30-2018-00999734-CU-BC-CJC
4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: USA Properties
Under Negotiations: Price and Terms of Payment
5. Pursuant to Government Code Section 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
City of Placentia vs Onward Engineering, et. al.;
Case 30-2018-01040701

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
March 19, 2019
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 Wanke
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Smith
Mayor/Board Chair Shader

INVOCATION: Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Boy Scout Troop 723 Honor Guard

PRESENTATIONS:

- a. **Recognition of the Retirement of City Clerk Patrick Melia and His Years of Service to the City of Placentia**
Recipient: Patrick Melia
Presenters: City Council

- b. **Recognition of Police Officer Dillon Titus for Receiving the MADD Award for DUI Enforcement Efforts**
Recipient: Placentia Police Officer Dillon Titus
Presenters: Mayor Shader and Police Chief Darin Lenyi

- c. **Recognition of 2019 Miss Placentia and Miss Placentia's Outstanding Teen Titleholders**
Recipients: Miss Placentia 2019 Ashley Nelson, Miss Placentia's Outstanding Teen 2019 Peyton Heitz
Presenters: Mayor Shader and Miss Placentia/Miss Yorba Linda Executive Director Karen Urell

- d. **Proclamation Recognizing Mayor's "Do the Right Thing" Award to Karen Urell for Her Work on the Miss Placentia Pageant**
Recipient: Karen Urell
Presenter: Mayor Shader

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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

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

- 1.b. **City Fiscal Year 2018-19 Register for March 19, 2019**
Check Register
Fiscal Impact: \$630,868.62
Electronic Disbursement Register
Fiscal Impact: \$646,048.02
Recommended Action: It is recommended that the City Council:
 - 1) Receive and file

- 1.c. **Award of Contract for the Koch Park Community Center Building Roof Replacement Project – City Project No. 7908**
Fiscal Impact: Expense: \$93,686.00 Project Cost
Revenue: \$93,686.00 General Fund Developer Fees
Recommended Action: It is recommended that the City Council:
 - 1) Award a Public Works Agreement to Rite-Way Roof Corporation, for the Koch Park Community Center Building Roof Replacement and Improvements in the amount of \$85,169; and
 - 2) Authorize the City Administrator to approve contract change orders up to 10% or \$8,517, for a total project not-to-exceed amount of \$93,686; and
 - 3) Approve Resolution No. R-2019-06, 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) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

- 1.d. **Award of Contract to RF Dickson, Inc. for Street Sweeping Services**
Fiscal Impact: Expense: \$144,581.69 Annual Contract Amount
Budgeted: \$180,000.00 Fiscal Year 2018-19 Operating Budget
Recommended Action: It is recommended that the City Council:
 - 1) Approve a Maintenance Services Agreement with RF Dickson, Inc. for Street Sweeping Services in an amount not-to-exceed \$144,581.69 for the first year of a five (5)-year contract term ending June 30, 2024 with the option to extend for one (1) additional two-year term; and
 - 2) Authorize the City Administrator to approve contract change orders up to 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-year term based upon contractor performance and at the discretion of the City.

1.e. **2018 Housing Element Annual Progress Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the 2018 Housing Element Annual Progress Report.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Study Session - Citywide Fiber Optic Deployment Options**

Fiscal Impact: There is no fiscal impact associated with the recommended action.

Recommended Action: It is recommended that the City Council:

- 1) Receive and file this report and direct Staff accordingly.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, April 2, 2019 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:

- Agreement for Storm Water Pump Station Maintenance Services
- Amendment No. 2 to Agreement with Halo Confidential Services
- Notice of Completion for Powell Building ADA Improvement Project
- Annual Disadvantaged Business Enterprise (DBE) Calculation and Resolution
- Final Tract Map for Van Buren/Panattoni Development
- FY 2019-20 SB 1 Project List and Resolution
- Amendment to the Exclusive Negotiating Agreement (ENA) with USA Properties for 207-209 Crowther Avenue

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 March 19, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on March 14, 2019.

Rosanna Ramirez, Director of Administrative Services

City of Placentia
Check Register
 For 03/19/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 630,868.62

Check Totals by ID

AP	630,868.62
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 630,868.62

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	300,079.87
205-State Gas Tax (0017)	9,142.92
208-Scssr Agency Ret Oblg (0054)	3,135.93
210-Measure M (0018)	94,706.00
215-Air Quality Management (0019)	1,352.50
224-Asset Seiz 15% Training (0073)	2,242.21
227-Explorer Grant NOC (0076)	4.26
228-NOC-Public Safety Grant(0061)	4,184.22
229-Comm Trans Hous Grant (0062)	333.18
233-Gen Plan Update Fees (0074)	2,715.00
238-City Traffic Impct Fees (0065)	27,339.00
242-City Pub Sfty Impct Fee (0067)	52,189.53
265-Landscape Maintenance (0029)	8,254.26
270-CDBG Fund (0030)	463.39
275-Sewer Maintenance (0048)	927.03
280-Misc Grants Fund (0050)	167.00
405-Afford Housing In-Lieu (0034)	631.80
501-Refuse Administration (0037)	796.55
601-Employee Health & Wlfre (0039)	3,814.32
605-Risk Management (0040)	6,411.00
701-Special Deposits (0044)	111,978.65

Check Total: 630,868.62

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 03/11/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 2/23/19 PD 3/1/19	0029-2196 Garnishments W/H	PY19005	18.00	2700/1901005		00100549	03/01/2019
MW OH	CALIFORNIA STATE V004813	PE 2/23/19 PD 3/1/19	0048-2196 Garnishments W/H	PY19005	156.46	2700/1901005		00100549	03/01/2019
MW OH	CALIFORNIA STATE V004813	PE 2/23/19 PD 3/1/19	0037-2196 Garnishments W/H	PY19005	69.23	2700/1901005		00100549	03/01/2019
MW OH	CALIFORNIA STATE V004813	PE 2/23/19 PD 3/1/19	0010-2196 Garnishments W/H	PY19005	1,046.29	2700/1901005		00100549	03/01/2019
Check Total:					1,289.98				
MW OH	FRANCHISE TAX BOARD V000404	PE 2/23/19 PD 3/1/19	0048-2196 Garnishments W/H	PY19005	6.00	2710/1901005		00100550	03/01/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 2/23/19 PD 3/1/19	0029-2196 Garnishments W/H	PY19005	6.00	2710/1901005		00100550	03/01/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 2/23/19 PD 3/1/19	0010-2196 Garnishments W/H	PY19005	48.00	2710/1901005		00100550	03/01/2019
Check Total:					60.00				
MW OH	ORANGE COUNTY V000699	PE 2/23/19 PD 3/1/19	0010-2176 PCEA/OCEA Assoc Dues	PY19005	344.43	2610/1901005		00100551	03/01/2019
MW OH	ORANGE COUNTY V000699	PE 2/23/19 PD 3/1/19	0048-2176 PCEA/OCEA Assoc Dues	PY19005	21.63	2610/1901005		00100551	03/01/2019
MW OH	ORANGE COUNTY V000699	PE 2/23/19 PD 3/1/19	0037-2176 PCEA/OCEA Assoc Dues	PY19005	2.40	2610/1901005		00100551	03/01/2019
MW OH	ORANGE COUNTY V000699	PE 2/23/19 PD 3/1/19	0029-2176 PCEA/OCEA Assoc Dues	PY19005	6.72	2610/1901005		00100551	03/01/2019
Check Total:					375.18				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 2/23/19 PD 3/1/19	0029-2176 PCEA/OCEA Assoc Dues	PY19005	0.70	2615/1901005		00100552	03/01/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 2/23/19 PD 3/1/19	0010-2176 PCEA/OCEA Assoc Dues	PY19005	35.80	2615/1901005		00100552	03/01/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 2/23/19 PD 3/1/19	0048-2176	PY19005	2.25	2615/1901005		00100552	03/01/2019

**City of Placentia
Check Register
For 03/11/2019**

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	PE 2/23/19 PD 3/1/19	0037-2176 PCEA/OCEA Assoc Dues	PY19005	0.25	2615/1901005		00100552	03/01/2019
Check Total:					39.00				
MW OH	PLACENTIA POLICE V000839	PE 2/23/19 PD 3/1/19	0010-2180 Police Mgmt Assn Dues	PY19005	864.79	2625/1901005		00100553	03/01/2019
MW OH	PLACENTIA POLICE V000839	PE 2/23/19 PD 3/1/19	0061-2180 Police Mgmt Assn Dues	PY19005	4.04	2625/1901005		00100553	03/01/2019
Check Total:					868.83				
MW OH	PLACENTIA POLICE V003519	PE 2/23/19 PD 3/1/19	0010-2178 Placentia Police Assoc Dues	PY19005	2,103.13	2620/1901005		00100554	03/01/2019
MW OH	PLACENTIA POLICE V003519	PE 2/23/19 PD 3/1/19	0050-2178 Placentia Police Assoc Dues	PY19005	5.54	2620/1901005		00100554	03/01/2019
MW OH	PLACENTIA POLICE V003519	PE 2/23/19 PD 3/1/19	0061-2178 Placentia Police Assoc Dues	PY19005	78.35	2620/1901005		00100554	03/01/2019
MW OH	PLACENTIA POLICE V003519	PE 2/23/19 PD 3/1/19	0062-2178 Placentia Police Assoc Dues	PY19005	300.38	2620/1901005		00100554	03/01/2019
MW OH	PLACENTIA POLICE V003519	PE 2/23/19 PD 3/1/19	0076-2178 Placentia Police Assoc Dues	PY19005	4.26	2620/1901005		00100554	03/01/2019
Check Total:					2,491.66				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 2/23/19 PD 3/1/19	0061-2170 Deferred Comp Payable - ICMA	PY19005	6.35	2606/1901005		00100555	03/01/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 2/23/19 PD 3/1/19	0029-2170 Deferred Comp Payable - ICMA	PY19005	94.48	2606/1901005		00100555	03/01/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 2/23/19 PD 3/1/19	0037-2170 Deferred Comp Payable - ICMA	PY19005	8.12	2606/1901005		00100555	03/01/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 2/23/19 PD 3/1/19	0048-2170 Deferred Comp Payable - ICMA	PY19005	230.34	2606/1901005		00100555	03/01/2019
MW OH	VANTAGEPOINT TRANSFER	PE 2/23/19 PD 3/1/19	0054-2170	PY19005	17.40	2606/1901005		00100555	03/01/2019

**City of Placentia
Check Register
For 03/11/2019**

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 2/23/19 PD 3/1/19 V007191		0010-2170 Deferred Comp Payable - ICMA	PY19005	2,650.62	2606/1901005		00100555	03/01/2019
				Check Total:	3,007.31				
MW OH	ANAHEIM REGIONAL V007613	SART EXAM DR19-00247	103040-6099 Professional Services	AP022119	850.00	81569559002		00100556	02/28/2019
				Check Total:	850.00				
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	296561-6215 Telephone	AP022119	503.36	02212019		00100557	02/28/2019
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 / 21008-6215 Telephone	AP022119	10.36	02212019		00100557	02/28/2019
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 / 21009-6215 Telephone	AP022119	10.36	02212019		00100557	02/28/2019
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 Telephone	AP022119	4,857.66	02212019		00100557	02/28/2019
				Check Total:	5,381.74				
MW OH	AT&T V011041	2/10-3/11 CITY HALL INTERNET	109595-6215 Telephone	AP022119	1,127.30	9976676408		00100558	02/28/2019
				Check Total:	1,127.30				
MW OH	BLODGETT BAYLOSIS V010467	FEB CEQA DOC PREP SERVICES	0044-2042 / 45082-2042 Construction Deposits	AP022119	4,350.00	191806	P11477	00100559	02/28/2019
				Check Total:	4,350.00				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP022119	327.02	72099652		00100560	02/28/2019
MW OH	CALMAT CO. V010007	ASHALT	103652-6132 Repair & Maintenance/Streets	AP022119	325.41	72102195		00100560	02/28/2019
MW OH	CALMAT CO. V010007	ASHALT	103652-6132 Repair & Maintenance/Streets	AP022119	375.51	72106939		00100560	02/28/2019
MW OH	CALMAT CO.	ASHALT	103652-6132	AP022119	328.64	72106940		00100560	02/28/2019

**City of Placentia
Check Register
For 03/11/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010007		Repair & Maintenance/Streets						
				Check Total:	1,356.58				
MW OH	CBE V008124	1/20-2/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP022119	408.99	IN2114343		00100561	02/28/2019
MW OH	CBE V008124	1/20-2/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP022119	210.93	IN2114344		00100561	02/28/2019
				Check Total:	619.92				
MW OH	CITY OF RIVERSIDE V010977	PD TRAINING REG - ANGEL	733041-6250 Staff Training	AP022119	220.00	032819-ANGEL		00100562	02/28/2019
MW OH	CITY OF RIVERSIDE V010977	PD TRAINING REG - CONNELL	733041-6250 Staff Training	AP022119	220.00	032819-CONNE		00100562	02/28/2019
MW OH	CITY OF RIVERSIDE V010977	PD TRAINING REG - MCELHINNEY	733041-6250 Staff Training	AP022119	220.00	032819-MCELHI		00100562	02/28/2019
MW OH	CITY OF RIVERSIDE V010977	PD TRAINING REG - PERRY	733041-6250 Staff Training	AP022119	220.00	032819-PERRY		00100562	02/28/2019
MW OH	CITY OF RIVERSIDE V010977	PD TRAINING REG - GOMEZ	733041-6250 Staff Training	AP022119	220.00	32819-GOMEZ		00100562	02/28/2019
				Check Total:	1,100.00				
MW OH	CONROY, BRIAN V008501	PD TRAINING MEALS	733041-6250 Staff Training	AP022119	40.00	BC024819M		00100563	02/28/2019
				Check Total:	40.00				
MW OH	CRAFCO INC. V009329	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP022119	607.71	9401993346		00100564	02/28/2019
				Check Total:	607.71				
MW OH	EJ WARD INC V001108	FUEL PUMP REPAIRS	103654-6137 Repair Maint/Equipment	AP022119	928.50	0065899-IN		00100565	02/28/2019
				Check Total:	928.50				
MW OH	GLASBY MAINT. SUPPLY V000445	COJANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP022119	1,369.35	293925A		00100566	02/28/2019

City of Placentia
Check Register
For 03/11/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	GLASBY MAINT. SUPPLY V000445	COJANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP022119	126.07 293925B		00100566	02/28/2019
				Check Total:	1,495.42			
MW OH	GOLDEN STATE WATER V000928	DEC-FEB WATER CHARGES	109595-6335 Water	AP022119	9,780.37 021219		00100567	02/28/2019
				Check Total:	9,780.37			
MW OH	GOLDEN WEST COLLEGE V010550	SPRING ACADEMY ENROLLMENT	103041-6250 Staff Training	AP022119	2,291.00 RBC 160		00100568	02/28/2019
				Check Total:	2,291.00			
MW OH	HEALTHPOINTE MEDICAL V010713	JAN PRE EMPLOYMENT EXAM	101512-6099 Professional Services	AP022119	181.00 30601-2785091		00100569	02/28/2019
				Check Total:	181.00			
MW OH	HERNANDEZ, EDUARDO V011105	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP022119	100.00 2002432.002		00100570	02/28/2019
				Check Total:	100.00			
MW OH	HOME DEPOT CREDIT V010624	PARK REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP022119	138.84 1013358		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	DRYWALL FOR PD	103654-6301 Special Department Supplies	AP022119	37.65 15669		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	PARK REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP022119	100.19 20016		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	RAIN GUTTERS & SUPPLIES	103654-6301 Special Department Supplies	AP022119	385.98 2014457		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	KRAEMER PARK REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP022119	35.50 2034997		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	CONCRETE MIX	103655-6130 Repair & Maint/Facilities	AP022119	33.62 3014266		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	WHITTEN REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP022119	85.04 4014120		00100571	02/28/2019

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MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP022119	138.53	40690		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP022119	131.07	5020706		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	PAINT FOR PD	103654-6301 Special Department Supplies	AP022119	68.70	5111448		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	PAINT FOR PD	103654-6301 Special Department Supplies	AP022119	16.54	5214478		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	PADLOCKS FOR SPORTS COMPLEX	296561-6301 Special Department Supplies	AP022119	56.58	6015105		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	PADLOCKS FOR GOMEZ	103655-6301 Special Department Supplies	AP022119	8.49	6026270		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	QUIKRETE FOR POTHOLE REPAIRS	103652-6301 Special Department Supplies	AP022119	217.71	7223500		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	WHITTEN REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	AP022119	49.53	8021451		00100571	02/28/2019
MW OH	HOME DEPOT CREDIT V010624	PAINT & SUPPLIES	103655-6301 Special Department Supplies	AP022119	65.85	9020186		00100571	02/28/2019
Check Total:					1,569.82				
MW OH	ICMA RETIREMENT TRUST V010029	P/E 2/23/19 PD 3/1/19	0010-2170 Deferred Comp Payable - ICMA	AP022119	2,444.19	030119A		00100572	02/28/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 2/23/19 PD 3/1/19	0029-2170 Deferred Comp Payable - ICMA	AP022119	82.63	030119A		00100572	02/28/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 2/23/19 PD 3/1/19	0037-2170 Deferred Comp Payable - ICMA	AP022119	145.75	030119A		00100572	02/28/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 2/23/19 PD 3/1/19	0054-2170 Deferred Comp Payable - ICMA	AP022119	238.70	030119A		00100572	02/28/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 2/23/19 PD 3/1/19	0048-2170 Deferred Comp Payable - ICMA	AP022119	233.26	030119A		00100572	02/28/2019
Check Total:					3,144.53				

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MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/23 PD 3/1	0048-2131 Employer PARS/ARS Payable	AP022119	277.09	030119A		00100573	02/28/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/23 PD 3/1	0037-2131 Employer PARS/ARS Payable	AP022119	182.86	030119A		00100573	02/28/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/23 PD 3/1	0054-2131 Employer PARS/ARS Payable	AP022119	85.70	030119A		00100573	02/28/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/23 PD 3/1	0010-2131 Employer PARS/ARS Payable	AP022119	1,134.62	030119A		00100573	02/28/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/23 PD 3/1	0029-2131 Employer PARS/ARS Payable	AP022119	76.42	030119A		00100573	02/28/2019
Check Total:					1,756.69				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - WADE	103043-6360 / 50080-6360 Uniforms	AP022119	339.34	700025688		00100574	02/28/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - FLORES	103041-6360 / 50040-6360 Uniforms	AP022119	464.35	700025720		00100574	02/28/2019
Check Total:					803.69				
MW OH	KING, ZACH V009974	PD TRAINING REG, MEALS	733041-6250 Staff Training	AP022119	43.00	ZK021519		00100575	02/28/2019
Check Total:					43.00				
MW OH	KOSMONT COMPANIES V006131	JAN CONSULTING SVS	547525-6099 Professional Services	AP022119	2,616.90	1502.9 045	P11396	00100576	02/28/2019
Check Total:					2,616.90				
MW OH	KOSMONT REALTY CORP V009555	JAN 33433 SUMMARY REPORT SVS	340000-6099 Professional Services	AP022119	631.80	1806.5 005		00100577	02/28/2019
Check Total:					631.80				
MW OH	LIEBERT CASSIDY V000597	JAN LEGAL SERVICES	101005-6005 Legal Services	AP022119	1,334.00	1473505		00100578	02/28/2019
MW OH	LIEBERT CASSIDY V000597	JAN LEGAL SERVICES	101005-6005 Legal Services	AP022119	575.00	1473506		00100578	02/28/2019

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				Check Total:	1,909.00				
MW OH	LOMELI, MICHAEL V010791	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP022119	97.96	ML021919		00100579	02/28/2019
				Check Total:	97.96				
MW OH	MARIN CONSULTING V003507	ASSERTIVE SUPERVISOR REG	733041-6250 Staff Training	AP022119	300.00	040119-MCKEN		00100580	02/28/2019
				Check Total:	300.00				
MW OH	MOBILE INDUSTRIAL SUPPL V000649	WELDING EQUIPMENT CHEMICALS	103658-6137 Repair Maint/Equipment	AP022119	417.47	319637		00100581	02/28/2019
				Check Total:	417.47				
MW OH	NATIONAL PEN CO LLC V011104	PENS FOR PD EVENT	103040-6301 / 50095-6301 Special Department Supplies	AP022119	243.39	110612785		00100582	02/28/2019
				Check Total:	243.39				
MW OH	NICKEY PETROLEUM V000696	MOTOR OIL	103658-6345 Gasoline & Diesel Fuel	AP022119	1,003.91	342447		00100583	02/28/2019
				Check Total:	1,003.91				
MW OH	OFFICE INDUSTRIES V007477	HEAVY DUTY STAPLER	102532-6315 Office Supplies	AP022119	32.96	62863		00100584	02/28/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP022119	202.09	62925		00100584	02/28/2019
				Check Total:	235.05				
MW OH	ORANGE COUNTY CHIEFS V010084	OTRI-COUNTY WORKSHOP REG	733041-6250 Staff Training	AP022119	200.00	020419 - LENYI		00100585	02/28/2019
				Check Total:	200.00				
MW OH	ORANGE COUNTY SHERIFF V003655	CRITICAL INCIDENT RESPONSE REG	733041-6250 Staff Training	AP022119	20.00	030519-GILLIS		00100586	02/28/2019
				Check Total:	20.00				
MW OH	PARS V006999	DEC PARS REP FEES	109595-6295 City Admin Services	AP022119	400.00	42305		00100587	02/28/2019

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				Check Total:	400.00				
MW OH	PERRIN, PAUL L V010648	FEB PRE-EMPLOYEMENT EXAMS	103040-6099 Professional Services	AP022119	450.00	19-02		00100588	02/28/2019
				Check Total:	450.00				
MW OH	PERRY, BRIAN V002942	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP022119	97.96	021919		00100589	02/28/2019
				Check Total:	97.96				
MW OH	PLACENTIA, CITY OF V000822	CAPE AWARDS REG	103043-6301 Special Department Supplies	AP022119	60.00	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	GAS FOR PD VEHICLE	103658-6345 Gasoline & Diesel Fuel	AP022119	27.92	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL - CONROY	613041-6250 Staff Training	AP022119	8.00	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP022119	15.08	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP022119	15.08	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL - MCELHINNEY	733041-6250 Staff Training	AP022119	8.00	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL - BUTTS	733041-6250 Staff Training	AP022119	8.00	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL, MILEAGE	733041-6250 Staff Training	AP022119	6.42	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL, MILEAGE	733041-6250 Staff Training	AP022119	15.08	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MILEAGE	733041-6250 Staff Training	AP022119	6.20	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MILEAGE	733041-6250 Staff Training	AP022119	6.42	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF	PD TRAINING MILEAGE	733041-6250	AP022119	6.42	022019		00100590	02/28/2019

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	V000822		Staff Training						
MW OH	PLACENTIA, CITY OF V000822	COURT PARKING	103042-6301 Special Department Supplies	AP022119	16.00	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MILEAGE	733041-6250 Staff Training	AP022119	6.42	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL, MILEAGE	733041-6250 Staff Training	AP022119	28.84	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	OCEMO LUNCHEON REG	101514-6301 Special Department Supplies	AP022119	32.00	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD SUPPLIES	103040-6301 Special Department Supplies	AP022119	5.84	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	COURT PARKING	103040-6301 Special Department Supplies	AP022119	15.00	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	DISPATCHER MEALS	103040-6301 Special Department Supplies	AP022119	25.91	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	SRO PINS	103041-6360 Uniforms	AP022119	20.70	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	FTO PINS	103041-6360 Uniforms	AP022119	47.55	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEAL, MILEAGE	733041-6250 Staff Training	AP022119	25.41	022019		00100590	02/28/2019
MW OH	PLACENTIA, CITY OF V000822	COURT PARKING	103042-6301 Special Department Supplies	AP022119	15.00	022019		00100590	02/28/2019
				Check Total:	421.29				
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	AP022119	151.39	124121910000-00		00100591	02/28/2019
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP022119	955.17	124121910000-00		00100591	02/28/2019
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	104070-5163 Life Insurance Premiums	AP022119	116.55	124121910000-00		00100591	02/28/2019

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MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	103550-5163 Life Insurance Premiums	AP022119	148.94	124121910000-00		00100591	02/28/2019
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	AP022119	105.30	124121910000-00		00100591	02/28/2019
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP022119	77.41	124121910000-00		00100591	02/28/2019
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PREMIUMS	102531-5163 Life Insurance Premiums	AP022119	139.84	124121910000-00		00100591	02/28/2019
Check Total:					1,694.60				
MW OH	REVAR, TAYLOR V011038	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP022119	97.96	021919		00100592	02/28/2019
Check Total:					97.96				
MW OH	SPARKLETTS V000967	FEB WHITTEN WATER SVS	104071-6299 Other Purchased Services	AP022119	10.32	15169979 020919		00100593	02/28/2019
MW OH	SPARKLETTS V000967	FEB WATER, COFFEE SVS	109595-6301 Special Department Supplies	AP022119	2,213.37	4106122 021719		00100593	02/28/2019
Check Total:					2,223.69				
MW OH	TIME WARNER CABLE V004450	MARCH 10MB DEDICATED ACCESS	109595-6215 Telephone	AP022119	1,221.28	347700021719		00100594	02/28/2019
MW OH	TIME WARNER CABLE V004450	MARCH WHITTEN INTERNET SVS	109595-6215 Telephone	AP022119	632.86	347726021719		00100594	02/28/2019
MW OH	TIME WARNER CABLE V004450	MARCH PW YARD FIBER	109595-6215 Telephone	AP022119	632.86	347858021719		00100594	02/28/2019
Check Total:					2,487.00				
MW OH	TITUS, DILLON V011003	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP022119	97.96	021919		00100595	02/28/2019
Check Total:					97.96				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 2/23 PD 3/1	0050-2126 Employee PARS/ARS W/H	AP022119	80.73	030119A		00100596	02/28/2019

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MW OH	US BANK PARS #6746022400 V008781	PARS P/E 2/23 PD 3/1	0010-2126 Employee PARS/ARS W/H	AP022119	863.26	030119A		00100596	02/28/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 2/23 PD 3/1	0010-2131 Employer PARS/ARS Payable	AP022119	863.26	030119A		00100596	02/28/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 2/23 PD 3/1	0062-2131 Employer PARS/ARS Payable	AP022119	16.40	030119A		00100596	02/28/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 2/23 PD 3/1	0062-2126 Employee PARS/ARS W/H	AP022119	16.40	030119A		00100596	02/28/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 2/23 PD 3/1	0050-2131 Employer PARS/ARS Payable	AP022119	80.73	030119A		00100596	02/28/2019
Check Total:					1,920.78				
MW OH	V & V MANUFACTURING INC D BADGE #1237 REPAIRS V010393		103040-6299 Other Purchased Services	AP022119	123.91	47839		00100597	02/28/2019
Check Total:					123.91				
MW OH	AFTERMATH SERVICES LLC BIO HAZARD CLEANING SVS V009949		103043-6099 Professional Services	AP030719	245.00	JC2019-2178		00100598	03/07/2019
Check Total:					245.00				
MW OH	ALL CITY MANAGEMENT V000005	1/27-2/9 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP030719	3,393.25	59643	P11361	00100599	03/07/2019
Check Total:					3,393.25				
MW OH	BANK OF AMERICA V008179	JAN SA BANK FEES	547525-6099 Professional Services	AP030719	114.99	0013189943		00100600	03/07/2019
Check Total:					114.99				
MW OH	BEAR ELECTRICAL V010997	JAN TRAFFIC SIGNAL MAINT	103590-6099 Professional Services	AP030719	3,165.00	7582	P11430	00100601	03/07/2019
MW OH	BEAR ELECTRICAL V010997	JAN EMERGENCY SIGNAL MAINT	103590-6099 Professional Services	AP030719	12,246.25	7625	P11430	00100601	03/07/2019
Check Total:					15,411.25				
MW OH	BONILLA ROOFING	REISSUE ROOFING BOND REFUND	0044-2033	AP030719	100.00	30-16-047A		00100602	03/07/2019

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	V009721		Construction & Demo Deposit						
				Check Total:	100.00				
MW OH	CALIFORNIA DENTAL V008102	MARCH DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP030719	498.86	JAN 2019		00100603	03/07/2019
MW OH	CALIFORNIA DENTAL V008102	MARCH DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP030719	131.08	JAN 2019		00100603	03/07/2019
				Check Total:	629.94				
MW OH	CALIFORNIA PARK & V000174	CPRS MEMBERSHIP - ORTIZ	104071-6255 Dues & Memberships	AP030719	185.00	03042019		00100604	03/07/2019
				Check Total:	185.00				
MW OH	CALIFORNIA STATE V010097	JAN LIVE SCAN PROCESSING	101512-6099 Professional Services	AP030719	44.00	ASR18405		00100605	03/07/2019
				Check Total:	44.00				
MW OH	CELLEBRITE USA INC V008838	UFED 4PC ULTIMATE SW RENEWAL	103042-6290 Dept. Contract Services	AP030719	3,700.00	Q-70179-2		00100606	03/07/2019
				Check Total:	3,700.00				
MW OH	CITY CLERKS ASSOCIATION V010474	MEMBERSHIP RENEWAL - RAMIREZ	101002-6255 Dues & Memberships	AP030719	70.00	586		00100607	03/07/2019
MW OH	CITY CLERKS ASSOCIATION V010474	MEMBERSHIP RENEWAL - O'LEARY	101002-6255 Dues & Memberships	AP030719	70.00	656		00100607	03/07/2019
				Check Total:	140.00				
MW OH	CITY OF FULLERTON V000385	JUL-DEC TRAFFIC SIGNAL SYNCH	192809-6185 Construction Services	AP030719	566.00	AR168956	P11400	00100608	03/07/2019
MW OH	CITY OF FULLERTON V000385	SIGNAL ACCIDENT REPAIRS	192809-6185 Construction Services	AP030719	786.50	AR168957	P11400	00100608	03/07/2019
				Check Total:	1,352.50				
MW OH	COUNTY OF ORANGE V008881	GENERAL ELECTION COSTS	101002-6299 Other Purchased Services	AP030719	40,699.98	R874		00100609	03/07/2019
				Check Total:	40,699.98				

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MW OH	DATA TICKET INC. V006119	JAN CITATION PROCESSING	102533-6290 Dept. Contract Services	AP030719	297.00	97273		00100610	03/07/2019
					Check Total:	297.00			
MW OH	DOWNING, MONTE V011111	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP030719	20.00	030619		00100611	03/07/2019
					Check Total:	20.00			
MW OH	EMPLOYMENT V000203	OCT-DEC UNEMPLOYMENT	404581-5155 Employee Insurance Claims	AP030719	6,411.00	L1885192800		00100612	03/07/2019
					Check Total:	6,411.00			
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	7.55	101-241728		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	108.19	102-067133		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	51.29	102-067147		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	CREDIT - VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	-15.00	102-067183		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	29.97	102-067264		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	28.75	102-067322		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	65.78	102-067424		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	8.02	102-067656		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	22.53	102-067681		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	15.87	102-067809		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS	VEHICLE PARTS	103658-6134	AP030719	27.15	102-067913		00100613	03/07/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	28.19	102-067920		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	108.19	102-068307		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	75.86	102-068364		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	CREDIT - VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	-27.25	102-068385		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	115.27	12-3005531		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	38.65	12-3008183		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	114.10	12-3008659		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	16.44	12-3012377		00100613	03/07/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP030719	16.16	12-3020876		00100613	03/07/2019
				Check Total:	835.71				
MW OH	FAIRWAY FORD V000376	MOLDING	103658-6134 Vehicle Repair & Maintenance	AP030719	111.94	246221		00100614	03/07/2019
MW OH	FAIRWAY FORD V000376	VEHICLE DOOR	103658-6134 Vehicle Repair & Maintenance	AP030719	168.95	246488		00100614	03/07/2019
MW OH	FAIRWAY FORD V000376	VEHICLE DOOR HANDLE	103658-6134 Vehicle Repair & Maintenance	AP030719	47.30	246489		00100614	03/07/2019
				Check Total:	328.19				
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	AP030719	25.04	6-476-02927		00100615	03/07/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	25.04				
MW OH	FIS V008518	JAN B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP030719	3,561.59	34487832		00100616	03/07/2019
				Check Total:	3,561.59				
MW OH	FRISCH, DAVID W. V011107	POOL BOND REFUND	0044-2033 Construction & Demo Deposit	AP030719	500.00	40-19-01		00100617	03/07/2019
				Check Total:	500.00				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP030719	170.48	294400A		00100618	03/07/2019
				Check Total:	170.48				
MW OH	GOLDEN WEST COLLEGE V010550	RANGE REMEDIATION FEES	103041-6250 Staff Training	AP030719	175.00	RBC159-2		00100619	03/07/2019
				Check Total:	175.00				
MW OH	GST V009410	APC REPLACEMENT BATTERIES	101523-6840 Machinery & Equipment	AP030719	2,610.95	INV30679		00100620	03/07/2019
				Check Total:	2,610.95				
MW OH	HIGH PEAKS PLANNING LLC V010423	GENERAL PLAN UPDATE SVS	749822-6017 Special Studies	AP030719	740.00	GPU 2019-13	P11448	00100621	03/07/2019
				Check Total:	740.00				
MW OH	HIRSCH PIPE AND SUPPLY V004494	FAUCET SOLENOID	103654-6130 Repair & Maint/Facilities	AP030719	100.32	6309038		00100622	03/07/2019
MW OH	HIRSCH PIPE AND SUPPLY V004494	FAUCET KIT	103654-6130 Repair & Maint/Facilities	AP030719	239.16	6362815		00100622	03/07/2019
				Check Total:	339.48				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	AP030719	251.63	3637215-00		00100623	03/07/2019
MW OH	IMPERIAL SPRINKLER V006506	CHANNEL GRATE	296561-6130 Repair & Maint/Facilities	AP030719	65.98	3637215-01		00100623	03/07/2019
MW OH	IMPERIAL SPRINKLER	BATTERY CONTROLLER	103655-6130	AP030719	168.57	3644301-00		00100623	03/07/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006506		Repair & Maint/Facilities						
				Check Total:	486.18				
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP030719	12,375.00	90918	P11474	00100624	03/07/2019
				Check Total:	12,375.00				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORM - HURTADO	103041-6360 / 50044-6360 Uniforms	AP030719	1,023.36	700026017		00100625	03/07/2019
MW OH	KEYSTONE UNIFORMS V009178	PD EQUIPMENT - HURTADO	103041-6360 / 50044-6360 Uniforms	AP030719	132.51	700026018		00100625	03/07/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - CONTRERAS	103041-6360 / 50040-6360 Uniforms	AP030719	246.72	700026108		00100625	03/07/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - EILEY	103041-6360 / 50040-6360 Uniforms	AP030719	91.58	700026212		00100625	03/07/2019
				Check Total:	1,494.17				
MW OH	MANAGED HEALTH V008122	SEPT EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP030719	313.95	PRM-028270		00100626	03/07/2019
MW OH	MANAGED HEALTH V008122	OCT EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP030719	313.95	PRM-029529		00100626	03/07/2019
MW OH	MANAGED HEALTH V008122	NOV EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP030719	313.95	PRM-030767		00100626	03/07/2019
MW OH	MANAGED HEALTH V008122	DEC EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP030719	313.95	PRM-032148		00100626	03/07/2019
MW OH	MANAGED HEALTH V008122	JAN EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP030719	313.95	PRM-033336		00100626	03/07/2019
MW OH	MANAGED HEALTH V008122	FEB EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP030719	313.95	PRM-034527		00100626	03/07/2019
MW OH	MANAGED HEALTH V008122	MARCH EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP030719	313.95	PRM-035891		00100626	03/07/2019
				Check Total:	2,197.65				

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MW OH	MC FADDEN-DALE V000635	O-RING KIT	103658-6134 Vehicle Repair & Maintenance	AP030719	70.02 361543/5		00100627	03/07/2019
					Check Total:	70.02		
MW OH	MOTOROLA SOLUTIONS V010749	800MHz UPGRADE PMT	675525-6935 Lease Expenditure	AP030719	41,867.53 27682	P11348	00100628	03/07/2019
					Check Total:	41,867.53		
MW OH	MUNOZ, AILEEN V010724	SUPPLIES REIMBURSEMENT	104079-6301 Special Department Supplies	AP030719	140.00 030419		00100629	03/07/2019
					Check Total:	140.00		
MW OH	OCTMA V011108	MEMBERSHIP DUES - GLOE	103040-6255 Dues & Memberships	AP030719	100.00 022619		00100630	03/07/2019
					Check Total:	100.00		
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP030719	38.80 62899		00100631	03/07/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP030719	7.61 62916		00100631	03/07/2019
					Check Total:	46.41		
MW OH	ORANGE COUNTY V011002	DEC FEES - 1945 VETERANS WAY	0044-2037 County Sanitation Dist Fee	AP030719	103,007.74 B18-1274		00100632	03/07/2019
					Check Total:	103,007.74		
MW OH	ORANGE COUNTY V007306	FEB PARKING CITATIONS	0044-2038 Parking Fines	AP030719	1,937.50 030519		00100633	03/07/2019
					Check Total:	1,937.50		
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP030719	959.90 1020206671		00100634	03/07/2019
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP030719	1,277.76 1020206673		00100634	03/07/2019
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP030719	398.94 1020206730		00100634	03/07/2019

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				Check Total:	2,636.60			
MW OH	PARS V006999	DEC PARS ARS FEES	109595-6295 City Admin Services	AP030719	600.91 42250		00100635	03/07/2019
				Check Total:	600.91			
MW OH	PREMIER CHRYSLER V011109	INSTALL DOOR HANDLES UNIT 26	613041-6842 Vehicles	AP030719	1,059.81 185439		00100636	03/07/2019
MW OH	PREMIER CHRYSLER V011109	INSTALL DOOR HANDLES UNIT 69	613041-6842 Vehicles	AP030719	1,059.81 185805		00100636	03/07/2019
				Check Total:	2,119.62			
MW OH	PRINCIPAL LIFE V008141	FEB DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP030719	31.56 FEBRUARY		00100637	03/07/2019
				Check Total:	31.56			
MW OH	RIOS, PATRICIA V010741	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP030719	100.00 2002449.002		00100638	03/07/2019
				Check Total:	100.00			
MW OH	RODRIGUEZ, DONNA V005014	SUPPLIES REIMBURSEMENT	0044-2063 Placentia Community Chorus	AP030719	67.82 02282019		00100639	03/07/2019
				Check Total:	67.82			
MW OH	SAN DIEGO POLICE EQUIP. V000984	SNIPER AMMO	103043-6162 Range Training	AP030719	1,259.07 636560		00100640	03/07/2019
				Check Total:	1,259.07			
MW OH	SERNA, MARIO V004667	TOOL REIMBURSEMENT	103658-6350 Small Tools/Equipment	AP030719	498.81 022019		00100641	03/07/2019
				Check Total:	498.81			
MW OH	SHRED-IT USA V000905	JAN DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP030719	387.94 8126586690		00100642	03/07/2019
				Check Total:	387.94			
MW OH	SO CAL GAS V000909	JAN-FEB GAS CHARGES	109595-6340 Natural Gas	AP030719	1,112.11 022119		00100643	03/07/2019

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				Check Total:	1,112.11			
MW OH	SO CAL LAND MAINTENANCE V011102	PAN PARK MAINT SVS	103655-6115 Landscaping	AP030719	17,883.09 8000	P11483	00100644	03/07/2019
				Check Total:	17,883.09			
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP030719	119.05 022819		00100645	03/07/2019
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRICAL CHARGES	109595-6330 Electricity	AP030719	8,322.05 022819		00100645	03/07/2019
MW OH	SOUTHERN CALIFORNIA V000910	JAN-FEB ELECTRICAL CHARGES	296561-6330 Electricity	AP030719	1,051.13 022819		00100645	03/07/2019
				Check Total:	9,492.23			
MW OH	SOUTHERN CALIFORNIA V010641	DEPOSIT, OVERPAYMENT REFUND	100000-4385 Facility Rental	AP030719	212.00 2002436.002		00100646	03/07/2019
				Check Total:	212.00			
MW OH	SUNSET SIGNS AND V011081	REDESIGN SIGNS FOR FACADE	302535-6401 Community Programs	AP030719	463.39 75008	P11473	00100647	03/07/2019
				Check Total:	463.39			
MW OH	THE PUBLIC GROUP LLC V009635	REISSUE JULY RECORDS MGMT	101513-6299 Other Purchased Services	AP030719	80.00 646870A		00100648	03/07/2019
				Check Total:	80.00			
MW OH	TIAA COMMERCIAL FINANCE V010867	MARCH PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP030719	2,017.64 5992605		00100649	03/07/2019
				Check Total:	2,017.64			
MW OH	TIME WARNER CABLE V004450	2/21-3/20 EOC INTERNET SVS	109595-6215 Telephone	AP030719	589.08 0034466021719		00100650	03/07/2019
				Check Total:	589.08			
MW OH	TOM DODSON & ASSOCIATES V009472	PAN CEQA SERVICES	749822-6017 Special Studies	AP030719	1,975.00 PLA88 19-1	P11391	00100651	03/07/2019
				Check Total:	1,975.00			

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MW OH	TRANSUNION RISK & V009317	FEB PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP030719	111.00	030119		00100652	03/07/2019
Check Total:					111.00				
MW OH	UNIQUE PRINTING V010259	CHAPLAIN HATS	103043-6360 Uniforms	AP030719	150.85	40269		00100653	03/07/2019
MW OH	UNIQUE PRINTING V010259	BUSINESS CARDS, ENVELOPES	103040-6230 Printing & Binding	AP030719	355.58	40269		00100653	03/07/2019
MW OH	UNIQUE PRINTING V010259	RETRACTABLE BANNER	101514-6301 Special Department Supplies	AP030719	129.30	40272		00100653	03/07/2019
Check Total:					635.73				
MW OH	VERIZON WIRELESS V008735	1/21-2/20 PD IPADS, DEVICES	109595-6215 Telephone	AP030719	2,086.24	9824580463		00100654	03/07/2019
MW OH	VERIZON WIRELESS V008735	1/21-2/20 IPAD CHARGES	109595-6215 Telephone	AP030719	38.01	9824580464		00100654	03/07/2019
MW OH	VERIZON WIRELESS V008735	1/21-2/20 IPAD CHARGES	109595-6215 Telephone	AP030719	363.14	9824580465		00100654	03/07/2019
MW OH	VERIZON WIRELESS V008735	1/21-2/20 IPAD CHARGES	109595-6215 Telephone	AP030719	220.95	9824580466		00100654	03/07/2019
MW OH	VERIZON WIRELESS V008735	1/21-2/20 PUMP STATION INTERNE	109595-6215 Telephone	AP030719	19.00	9824585331		00100654	03/07/2019
MW OH	VERIZON WIRELESS V008735	1/21-2/20 PUMP STATION INTERNE	109595-6215 Telephone	AP030719	19.01	9824585331		00100654	03/07/2019
Check Total:					2,746.35				
MW OH	WATERLOGIC AMERICAS LLDEC PD WATER SERVICES V010708		103041-6301 Special Department Supplies	AP030719	225.20	141089		00100655	03/07/2019
MW OH	WATERLOGIC AMERICAS LLKAN PD WATER SERVICES V010708		103041-6301 Special Department Supplies	AP030719	225.20	143063		00100655	03/07/2019
MW OH	WATERLOGIC AMERICAS LLKEB PD WATER SERVICES V010708		103041-6301 Special Department Supplies	AP030719	225.20	144943		00100655	03/07/2019

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				Check Total:	675.60				
MW OH	WEST COAST ARBORISTS INC V001124	2/16-31 RESIDENT TREE MAINT	0044-2039 Tree Trimming Deposits	AP030719	418.00	143815		00100656	03/07/2019
MW OH	WEST COAST ARBORISTS INC V001124	2/16-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP030719	190.00	143815	P11372	00100656	03/07/2019
MW OH	WEST COAST ARBORISTS INC V001124	2/16-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP030719	195.00	144806	P11372	00100656	03/07/2019
MW OH	WEST COAST ARBORISTS INC V001124	1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP030719	760.00	145227	P11372	00100656	03/07/2019
				Check Total:	1,563.00				
MW OH	WEST COAST LIGHTS & SIRENS V006106	INSTALL SIDE LIGHTS ON UNIT 26	613041-6842 Vehicles	AP030719	467.86	17928		00100657	03/07/2019
MW OH	WEST COAST LIGHTS & SIRENS V006106	INSTALL CAGE ON P2	103043-6301 Special Department Supplies	AP030719	845.50	17960		00100657	03/07/2019
				Check Total:	1,313.36				
MW OH	WEX BANK V007269	JAN PD FUEL CHARGES	103658-6345 Gasoline & Diesel Fuel	AP030719	922.90	57529970		00100658	03/07/2019
MW OH	WEX BANK V007269	FEB PD FUEL CHARGES	103658-6345 Gasoline & Diesel Fuel	AP030719	659.71	57950268		00100658	03/07/2019
				Check Total:	1,582.61				
MW OH	CITY OF ANAHEIM V000021	PAVEMENT REHAB PROJECT PMT	181902-6185 Construction Services	AP030819	94,706.00	EN003173		00100659	03/07/2019
MW OH	CITY OF ANAHEIM V000021	PAVEMENT REHAB PROJECT PMT	651908-6185 Construction Services	AP030819	27,339.00	EN003173		00100659	03/07/2019
				Check Total:	122,045.00				
MW OH	CITY OF LA HABRA V000600	1ST QTR COURT LIAISON SVS	103043-6290 Dept. Contract Services	AP030819	8,316.25	LH 19-301-AR	P11485	00100660	03/07/2019
MW OH	CITY OF LA HABRA V000600	2ND QTR COURT LIAISON SVS	103043-6290 Dept. Contract Services	AP030819	8,316.25	LH 19-302-AR	P11485	00100660	03/07/2019

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				Check Total:	16,632.50				
MW OH	COMPAREX USA INC V010730	MICROSOFT OFFICE 365 RENEWAL	101523-6136 Software Maintenance	AP030819	35,320.65	180007653VR	P11484	00100661	03/07/2019
				Check Total:	35,320.65				
MW OH	COUNTY OF ORANGE V000715	JAN-MARCH 800MHZ COSTS	673043-6137 Repair Maint/Equipment	AP030819	10,322.00	SC11450	P11385	00100662	03/07/2019
				Check Total:	10,322.00				
MW OH	DBX INC V011039	CONNECT FIBER TO TEEN CENTER	103654-6840 Machinery & Equipment	AP030819	7,200.00	0569-01	P11449	00100663	03/07/2019
MW OH	DBX INC V011039	CONNECT FIBER TO TEEN CENTER	614071-6840 Machinery & Equipment	AP030819	1,500.00	0569-01	P11449	00100663	03/07/2019
				Check Total:	8,700.00				
MW OH	HALO CONFIDENTIAL V008544	2/27 PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP030819	5,272.50	0121	P11363	00100664	03/07/2019
				Check Total:	5,272.50				
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	18,596.14	90594		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	0044-2042 / 45077-2042 Construction Deposits	AP030819	622.43	90595		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	0044-2042 / 45066-2042 Construction Deposits	AP030819	975.16	90596		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	2,157.79	90598		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	373.46	90599		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	1,680.58	90600		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP030819	603.30	90602		00100665	03/07/2019

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MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP030819	67.03	90603		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	134.06	90605		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	1,154.95	90606		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	134.07	90610		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	715.02	90611		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	44.68	90618		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	1,286.37	90619		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	829.92	90620		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	975.16	90621		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	893.75	90622		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	1,497.04	90623		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	536.25	90624		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	3,530.35	90629		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	547525-6005 Legal Services	AP030819	62.24	90630		00100665	03/07/2019
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP030819	8,216.27	90780		00100665	03/07/2019

**City of Placentia
Check Register
For 03/11/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	45,086.02			
MW OH	MARIPOSA LANDSCAPES INC V000647	EUB LANDSCAPE MAINT	103655-6115 Landscaping	AP030819	3,643.37 83650	P11384	00100666	03/07/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	EUB LANDSCAPE MAINT	173555-6115 Landscaping	AP030819	9,142.92 83650	P11384	00100666	03/07/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	EUB LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP030819	1,492.67 83650	P11384	00100666	03/07/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	EUB LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP030819	6,040.63 83650	P11384	00100666	03/07/2019
				Check Total:	20,319.59			
MW OH	RELIANCE STANDARD LIFE V008214	JAN LTD INSURANCE PREMIUM	109595-5169 STD Ins Premium	AP030819	5,262.29 022119 LTD		00100667	03/07/2019
MW OH	RELIANCE STANDARD LIFE V008214	JAN STD INSURANCE PREMIUM	109595-5169 STD Ins Premium	AP030819	2,651.14 022119 STD		00100667	03/07/2019
				Check Total:	7,913.43			
				Type Total:	630,868.62			
				Check Total:	630,868.62			

City of Placentia
Electronic Disbursement Register
For 03/19/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
					Grand Total:	336,326.52		

<u>EDR Totals by ID</u>	
AP	0.00
EP	336,326.52
IP	0.00
OP	0.00

<u>Fund Name</u>	<u>EDR Totals by Fund</u>	Void Total:	0.00
101-General Fund (0010)	213,385.83	EDR Total:	336,326.52
208-Scssr Agency Ret Oblg (0054)	2,081.99		
211-PEG Fund (0058)	26.95		
224-Asset Seiz 15% Training (0073)	435.00		
227-Explorer Grant NOC (0076)	2,133.66		
228-NOC-Public Safety Grant(0061)	3,749.27		
229-Comm Trans Hous Grant (0062)	7,513.28		
265-Landscape Maintenance (0029)	1,626.51		
275-Sewer Maintenance (0048)	8,378.24		
280-Misc Grants Fund (0050)	324.22		
501-Refuse Administration (0037)	2,118.52		
601-Employee Health & Wlfre (0039)	94,553.05		

Electronic Disbursement Sub Totals:	336,326.52
ACH Payroll Direct Deposit for 03/15/19:	309,721.50
Electronic Disbursement Total:	646,048.02

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

City of Placentia
Electronic Disbursement Register
For 03/11/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 2/23/19 PD 3/1/19	0029-2170 Deferred Comp Payable - ICMA	PY19005	140.39	2995/1901005		00011681	03/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 2/23/19 PD 3/1/19	0037-2170 Deferred Comp Payable - ICMA	PY19005	183.50	2995/1901005		00011681	03/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 2/23/19 PD 3/1/19	0048-2170 Deferred Comp Payable - ICMA	PY19005	732.23	2995/1901005		00011681	03/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 2/23/19 PD 3/1/19	0010-2170 Deferred Comp Payable - ICMA	PY19005	13,182.37	2995/1901005		00011681	03/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 2/23/19 PD 3/1/19	0050-2170 Deferred Comp Payable - ICMA	PY19005	4.19	2995/1901005		00011681	03/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 2/23/19 PD 3/1/19	0076-2170 Deferred Comp Payable - ICMA	PY19005	8.16	2995/1901005		00011681	03/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 2/23/19 PD 3/1/19	0054-2170 Deferred Comp Payable - ICMA	PY19005	268.70	2995/1901005		00011681	03/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 2/23/19 PD 3/1/19	0061-2170 Deferred Comp Payable - ICMA	PY19005	507.98	2995/1901005		00011681	03/01/2019
EP	ICMA RETIREMENT TRUST V000496	PE 2/23/19 PD 3/1/19	0062-2170 Deferred Comp Payable - ICMA	PY19005	635.01	2995/1901005		00011681	03/01/2019
Check Total:					15,662.53				
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH022519	268.85	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BP STATE OF THE CITY - SHADER	101001-6245 Meetings & Conferences	ACH022519	30.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH022519	12.91	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PLACENTIA GALA REG - SHADER	101001-6245 Meetings & Conferences	ACH022519	65.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PLACENTIA GALA - MELIA	101001-6245 Meetings & Conferences	ACH022519	65.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	ACC-OC ADVOCACY REG - SHADER	101001-6245	ACH022519	700.00	JANUARY 19		00011682	02/25/2019

City of Placentia
Electronic Disbursement Register
For 03/11/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	AIRFARE ACC-OC TRIP - SHADER	101001-6245 Meetings & Conferences	ACH022519	529.96	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	ICSC HOTEL DEPOSIT - SHADER	101001-6245 Meetings & Conferences	ACH022519	225.85	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	ICSC HOTEL DEPOSIT - WANKE	101001-6245 Meetings & Conferences	ACH022519	225.85	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	JAN OC REGISTER SUBSCRIPTION	101001-6301 Special Department Supplies	ACH022519	10.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	SHADOW BOX	101001-6301 Special Department Supplies	ACH022519	29.08	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	RETIREMENT EVENT SUPPLIES	101001-6301 Special Department Supplies	ACH022519	129.09	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	RETIREMENT EVENT SUPPLIES	101001-6301 Special Department Supplies	ACH022519	56.64	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	RETIREMENT EVENT SUPPLIES	101001-6301 Special Department Supplies	ACH022519	167.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	RETIREMENT EVENT SUPPLIES	101001-6301 Special Department Supplies	ACH022519	52.65	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	CMTA CONF REG - LARSON	101003-6245 Meetings & Conferences	ACH022519	315.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	CALIF CM MEETING REG - ARRULA	101511-6245 Meetings & Conferences	ACH022519	65.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH022519	12.35	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	OCCMA DINNER RECEPTION REG	101511-6245 Meetings & Conferences	ACH022519	75.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH022519	73.45	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	COUNTY MTG PARKING	101511-6245	ACH022519	3.00	JANUARY 19		00011682	02/25/2019

City of Placentia
Electronic Disbursement Register
For 03/11/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	PLACENTIA GALA REG - ORTEGA	101511-6245 Meetings & Conferences	ACH022519	65.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH022519	56.82	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH022519	40.02	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH022519	69.38	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	101511-6245 Meetings & Conferences	ACH022519	54.13	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	ICSC HOTEL DEPOSIT - ESTEVEZ	101511-6245 Meetings & Conferences	ACH022519	225.85	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	ICSC HOTEL DEPOSIT - ARRULA	101511-6245 Meetings & Conferences	ACH022519	102.04	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	1/22 WEBINAR FEES	101512-6250 Staff Training	ACH022519	75.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	MMASC MEMBERSHIP - ORTEGA	101512-6255 Dues & Memberships	ACH022519	85.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH022519	23.91	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH022519	44.78	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH022519	20.45	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EMPLOYEE WELLNESS SUPPLIES	101512-6301 Special Department Supplies	ACH022519	361.85	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101512-6315 Office Supplies	ACH022519	5.10	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	OFFICE SUPPLIES	101512-6315	ACH022519	3.86	JANUARY 19		00011682	02/25/2019

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
	V008741		Office Supplies						
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH022519	170.20	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH022519	104.80	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EARTHQUAKE EXCERCISE SUPPLIES	101514-6301 Special Department Supplies	ACH022519	118.53	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EARTHQUAKE EXCERCISE SUPPLIES	101514-6301 Special Department Supplies	ACH022519	336.68	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EARTHQUAKE EXCERCISE SUPPLIES	101514-6301 Special Department Supplies	ACH022519	32.29	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	COMPUTER APPLICATION	101523-6136 Software Maintenance	ACH022519	99.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	JAN AMAZON PRIME MEMBERSHIP	101523-6255 Dues & Memberships	ACH022519	14.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	STAFF RETIREMENT LUNCHEON	102020-6315 Office Supplies	ACH022519	92.56	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	OC PLANNING DIRECTOR MTG REG	102531-6245 Meetings & Conferences	ACH022519	25.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	OC PLANNING DIRECTOR MTG REG	102531-6250 Staff Training	ACH022519	10.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BLDG INSPECTOR TRAINING REG	102531-6250 Staff Training	ACH022519	100.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	CODE ENFORCEMENT UNIFORMS	102531-6360 Uniforms	ACH022519	224.94	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BLDG INSPECTOR TRAINING REG	102532-6245 Meetings & Conferences	ACH022519	100.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BLDG INSPECTOR TRAINING REG	102533-6250 Staff Training	ACH022519	500.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	BUSINESS MTG LUNCH	102534-6245	ACH022519	38.90	JANUARY 19		00011682	02/25/2019

City of Placentia
Electronic Disbursement Register
For 03/11/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	ICSC HOTEL DEPOSIT - LAMBERT	102534-6245 Meetings & Conferences	ACH022519	225.85	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	ICSC HOTEL DEPOSIT - ORTEGA	102534-6245 Meetings & Conferences	ACH022519	225.85	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	103040-6245 Meetings & Conferences	ACH022519	27.42	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PLACENTIA GALA REG - LENYI	103040-6245 Meetings & Conferences	ACH022519	65.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PD WORKING LUNCH FOR CIP	103040-6245 Meetings & Conferences	ACH022519	75.63	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PD SUPERVISOR LUNCH MTG	103040-6245 Meetings & Conferences	ACH022519	41.65	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	IAPE MEMBERSHIP - KENNICUTT	103040-6255 Dues & Memberships	ACH022519	50.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	CAPE MEMBERSHIP - KENNICUTT	103040-6255 Dues & Memberships	ACH022519	45.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	15.48	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	23.13	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	10.42	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	22.49	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	19.37	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	28.13	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	PD STAFF MEETING SUPPLIES	103040-6301	ACH022519	36.00	JANUARY 19		00011682	02/25/2019

City of Placentia
Electronic Disbursement Register
For 03/11/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	21.05	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	12.80	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	25.60	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	13.99	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	3.45	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	29.26	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	20.83	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	10.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	24.53	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	10.43	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	50.07	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PD BRIEFING ROOM SNACKS	103040-6301 Special Department Supplies	ACH022519	251.24	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	7.64	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	14.91	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	DISPATCHER MEALS	103040-6301	ACH022519	18.30	JANUARY 19		00011682	02/25/2019

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Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	32.69	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DISPATCHER MEALS	103040-6301 Special Department Supplies	ACH022519	5.43	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH022519	7.62	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH022519	27.35	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	ID CARD HOOKS	103041-6301 Special Department Supplies	ACH022519	7.21	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	ID CARD CURTAIN & ROD	103041-6301 Special Department Supplies	ACH022519	37.69	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	MEGAPHONE FOR PD	103041-6301 Special Department Supplies	ACH022519	59.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	CHAIRS FOR PD WC OFFICE	103041-6301 Special Department Supplies	ACH022519	479.96	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	FEB MCV DIRECT TV SVS	103041-6301 Special Department Supplies	ACH022519	80.99	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BATTERIES	103041-6301 / 50040-6301 Special Department Supplies	ACH022519	160.55	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	SCREENCLOUD SUBSCRIPTION	103042-6255 Dues & Memberships	ACH022519	3.20	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	SCREENCLOUD SUBSCRIPTION	103042-6255 Dues & Memberships	ACH022519	400.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	USB FOR CASE 19-00178	103042-6301 Special Department Supplies	ACH022519	62.48	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	HEATERS FOR DISPATCH	103043-6301 Special Department Supplies	ACH022519	119.49	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	DISPATCH MUTE SWITCHES	103043-6301	ACH022519	79.55	JANUARY 19		00011682	02/25/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	TONER FOR PROPERTY DEPT	103043-6301 Special Department Supplies	ACH022519	465.82	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	JAIL BLANKETS	103043-6301 / 50085-6301 Special Department Supplies	ACH022519	211.87	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	GLOVES,WIPES,LABELS FOR PD	103043-6301 / 50100-6301 Special Department Supplies	ACH022519	992.38	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BATTERIES	103043-6301 / 50100-6301 Special Department Supplies	ACH022519	63.49	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PRA REQUEST	103550-6015 Engineering Services	ACH022519	109.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	BUSINESS MTG LUNCH	103550-6245 Meetings & Conferences	ACH022519	31.39	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	POSTER FRAME	103550-6315 Office Supplies	ACH022519	26.17	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	POSTER FRAME	103550-6315 Office Supplies	ACH022519	76.98	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	TRAFFIC CAMERA VIDEO SYSTEM	103590-6099 Professional Services	ACH022519	976.57	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	CITY LEADER RECEPTION - WANKE	101001-6245 Meetings & Conferences	ACH022519	25.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PW SUPPLIES	103650-6245 Meetings & Conferences	ACH022519	35.65	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EXPLORER VAN KEYS	763041-6250 Staff Training	ACH022519	140.08	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PAINT SPRAYER MAINT SVS	103652-6132 Repair & Maintenance/Streets	ACH022519	415.68	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	RESTROOM LIGHTS	103654-6130 Repair & Maint/Facilities	ACH022519	62.12	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	A/C UNIT REPAIR SVS	103654-6130	ACH022519	116.37	JANUARY 19		00011682	02/25/2019

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	V008741		Repair & Maint/Facilities						
EP	BANK OF AMERICA V008741	FLOOD LIGHTS	103654-6130 Repair & Maint/Facilities	ACH022519	290.97	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	FLAG POLE LIGHT	103654-6301 Special Department Supplies	ACH022519	40.99	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	LIGHT FOR CITY HALL SIGN	103654-6301 Special Department Supplies	ACH022519	98.99	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	HEATERS FOR CONF ROOMS	103654-6301 Special Department Supplies	ACH022519	105.60	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	LIGHTS FOR MONUMENT	103654-6301 Special Department Supplies	ACH022519	98.99	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PARK REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	ACH022519	46.70	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PW AMAZON PRIME MEMBERSHIP	103655-6301 Special Department Supplies	ACH022519	128.22	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PESTICIDE SEMINAR - NAJERA	103655-6301 Special Department Supplies	ACH022519	125.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	INSTALL MUFFLER ON PW TRUCK	103658-6134 Vehicle Repair & Maintenance	ACH022519	93.10	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	FLASHDRIVE, MOUSE	103658-6301 Special Department Supplies	ACH022519	30.90	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	JAN REC SCHEDULING SOFTWARE	104070-6099 Professional Services	ACH022519	102.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	VALENTINE'S DAY EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH022519	130.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	VALENTINE'S DAY EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH022519	10.90	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	VALENTINE'S DAY EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH022519	36.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	JAN VOLUNTEER MATCH FEES	104071-6301	ACH022519	9.95	JANUARY 19		00011682	02/25/2019

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH022519	69.99	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH022519	97.74	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH022519	35.31	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH022519	13.94	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH022519	85.68	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH022519	62.95	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PYB CSUF BASKETBALL TICKETS	104071-6301 / 79376-6301 Special Department Supplies	ACH022519	31.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	CONCERT SHARE EVENT REG	104074-6301 Special Department Supplies	ACH022519	45.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH022519	43.67	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	109595-6301 Special Department Supplies	ACH022519	83.25	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	109595-6999 Other Expenditure	ACH022519	20.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EB 2019 SEMINAR - NAJERA	484356-6250 Staff Training	ACH022519	125.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	JAN CITY HALL MUSIC	581573-6290 Dept. Contract Services	ACH022519	26.95	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	PD TRAINING REG - KING	733041-6250 Staff Training	ACH022519	135.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA	PD TRAINING REG - CONROY	733041-6250	ACH022519	75.00	JANUARY 19		00011682	02/25/2019

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	V008741		Staff Training						
EP	BANK OF AMERICA V008741	CAPE CONF REG - TORRES	733041-6250 Staff Training	ACH022519	225.00	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EXPLORER COMPETITION HOTEL	763041-6250 Staff Training	ACH022519	288.12	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EXPLORER COMPETITION HOTEL	763041-6250 Staff Training	ACH022519	288.12	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EXPLORER COMPETITION HOTEL	763041-6250 Staff Training	ACH022519	310.45	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EXPLORER COMPETITION HOTEL	763041-6250 Staff Training	ACH022519	288.12	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EXPLORER COMPETITION HOTEL	763041-6250 Staff Training	ACH022519	310.45	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EXPLORER COMPETITION HOTEL	763041-6250 Staff Training	ACH022519	310.45	JANUARY 19		00011682	02/25/2019
EP	BANK OF AMERICA V008741	EXPLORER VAN KEYS	763041-6250 Staff Training	ACH022519	91.59	JANUARY 19		00011682	02/25/2019
Check Total:					17,460.16				
EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	0010-2188 Health Care SSA	ACH022719	322.55	021519		00011683	02/26/2019
EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	0010-2190 Dependent Care SSA	ACH022719	68.75	021519		00011683	02/26/2019
EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	0029-2188 Health Care SSA	ACH022719	9.25	021519		00011683	02/26/2019
EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	0010-2155 Per Sec Plan - Opt. Life	ACH022719	35.10	021519		00011683	02/26/2019
EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	0037-2188 Health Care SSA	ACH022719	16.83	021519		00011683	02/26/2019
EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	395000-2187 Voluntary Plan Life	ACH022719	474.85	021519		00011683	02/26/2019

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EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	0037-2190 Dependent Care SSA	ACH022719	18.75 021519		00011683	02/26/2019
EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	0048-2188 Health Care SSA	ACH022719	14.67 021519		00011683	02/26/2019
EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	0048-2190 Dependent Care SSA	ACH022719	37.50 021519		00011683	02/26/2019
EP	AMERICAN FIDELITY V010011	P/E 2/9/19 PD 2/15/19	0054-2188 Health Care SSA	ACH022719	32.50 021519		00011683	02/26/2019
Check Total:					1,030.75			
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0010-2150 Survivor Benefit Package	ACH030819	107.01 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0010-2195 PERS Uniform	ACH030819	19.92 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0029-2140 Employee PERS W/H	ACH030819	1,008.36 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0029-2150 Survivor Benefit Package	ACH030819	1.06 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0029-2195 PERS Uniform	ACH030819	0.30 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0010-2140 Employee PERS W/H	ACH030819	122,228.58 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0037-2140 Employee PERS W/H	ACH030819	1,052.15 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	395083-5145 Retirement PERS	ACH030819	-63,343.96 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0037-2150 Survivor Benefit Package	ACH030819	1.02 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0048-2140 Employee PERS W/H	ACH030819	5,056.63 030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC	PERS P/E 2/23 PD 3/1	0048-2150	ACH030819	4.50 030119		00011684	03/08/2019

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	V010053		Survivor Benefit Package						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0048-2195 PERS Uniform	ACH030819	1.47	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0050-2140 Employee PERS W/H	ACH030819	26.55	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0050-2150 Survivor Benefit Package	ACH030819	0.08	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0054-2140 Employee PERS W/H	ACH030819	848.55	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0054-2150 Survivor Benefit Package	ACH030819	0.70	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0061-2140 Employee PERS W/H	ACH030819	2,454.97	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0061-2150 Survivor Benefit Package	ACH030819	0.98	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0061-2195 PERS Uniform	ACH030819	0.58	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0062-2140 Employee PERS W/H	ACH030819	3,783.84	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0062-2150 Survivor Benefit Package	ACH030819	4.33	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0062-2195 PERS Uniform	ACH030819	0.28	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0076-2140 Employee PERS W/H	ACH030819	23.38	030119		00011684	03/08/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 2/23 PD 3/1	0076-2150 Survivor Benefit Package	ACH030819	0.06	030119		00011684	03/08/2019
					Check Total:	73,281.34			
EP	EMPLOYMENT V010052	STATE TAX P/E 2/23 PD 3/1	0029-2135 Calif Income Tax W/H	ACH030819	102.20	030119		00011685	03/08/2019

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EP	EMPLOYMENT V010052	STATE TAX P/E 2/23 PD 3/1	0010-2135 Calif Income Tax W/H	ACH030819	14,012.24	030119		00011685	03/08/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 2/23 PD 3/1	0037-2135 Calif Income Tax W/H	ACH030819	211.14	030119		00011685	03/08/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 2/23 PD 3/1	0076-2135 Calif Income Tax W/H	ACH030819	19.97	030119		00011685	03/08/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 2/23 PD 3/1	0048-2135 Calif Income Tax W/H	ACH030819	573.32	030119		00011685	03/08/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 2/23 PD 3/1	0050-2135 Calif Income Tax W/H	ACH030819	40.35	030119		00011685	03/08/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 2/23 PD 3/1	0054-2135 Calif Income Tax W/H	ACH030819	247.66	030119		00011685	03/08/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 2/23 PD 3/1	0061-2135 Calif Income Tax W/H	ACH030819	207.41	030119		00011685	03/08/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 2/23 PD 3/1	0062-2135 Calif Income Tax W/H	ACH030819	750.77	030119		00011685	03/08/2019
Check Total:					16,165.06				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0010-2115 Employee Medicare W/H	ACH030819	5,392.07	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0010-2120 Employer Medicare Payable	ACH030819	5,392.07	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0010-2125 Employee Social Sec W/H	ACH030819	18.60	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0010-2130 Employer Soc Sec Payable	ACH030819	18.60	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0029-2110 Federal Income Tax W/H	ACH030819	272.65	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0029-2115 Employee Medicare W/H	ACH030819	46.15	030119		00011686	03/08/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 2/23 PD 3/1	0029-2120	ACH030819	46.15	030119		00011686	03/08/2019

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	V010054		Employer Medicare Payable						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0037-2110 Federal Income Tax W/H	ACH030819	511.89	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0037-2115 Employee Medicare W/H	ACH030819	61.62	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0037-2120 Employer Medicare Payable	ACH030819	61.62	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0048-2110 Federal Income Tax W/H	ACH030819	1,436.82	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0048-2115 Employee Medicare W/H	ACH030819	198.05	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0048-2120 Employer Medicare Payable	ACH030819	198.05	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0050-2110 Federal Income Tax W/H	ACH030819	179.19	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0010-2110 Federal Income Tax W/H	ACH030819	37,742.14	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0050-2115 Employee Medicare W/H	ACH030819	36.93	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0076-2120 Employer Medicare Payable	ACH030819	4.46	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0050-2120 Employer Medicare Payable	ACH030819	36.93	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0054-2110 Federal Income Tax W/H	ACH030819	555.30	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0054-2115 Employee Medicare W/H	ACH030819	64.29	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0054-2120 Employer Medicare Payable	ACH030819	64.29	030119		00011686	03/08/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 2/23 PD 3/1	0061-2110	ACH030819	422.85	030119		00011686	03/08/2019

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	V010054		Federal Income Tax W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0061-2115 Employee Medicare W/H	ACH030819	77.25	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0061-2120 Employer Medicare Payable	ACH030819	77.25	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0062-2110 Federal Income Tax W/H	ACH030819	1,825.03	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0062-2115 Employee Medicare W/H	ACH030819	257.01	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0062-2120 Employer Medicare Payable	ACH030819	257.01	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0076-2110 Federal Income Tax W/H	ACH030819	45.79	030119		00011686	03/08/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 2/23 PD 3/1	0076-2115 Employee Medicare W/H	ACH030819	4.46	030119		00011686	03/08/2019
				Check Total:	55,304.52				
EP	CALIFORNIA PUBLIC V010053	FEB MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH022819	142,656.35	10000001555425		00011687	02/27/2019
EP	CALIFORNIA PUBLIC V010053	FEB MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	ACH022819	14,765.81	10000001555425		00011687	02/27/2019
				Check Total:	157,422.16				
				Type Total:	336,326.52				
				Check Total:	336,326.52				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MARCH 19, 2019

SUBJECT: **AWARD OF CONTRACT FOR THE KOCH PARK COMMUNITY CENTER BUILDING ROOF REPLACEMENT PROJECT – CITY PROJECT NO. 7908**

FISCAL

IMPACT: EXPENSE: \$93,686.00 PROJECT COST
REVENUE: \$93,686.00 GENERAL FUND DEVELOPER FEES

SUMMARY:

This project entails replacement of the Koch Park Community Center Building roofing system. The planned improvements include a new polyester liner roofing over the existing roof, all ancillary work, and replacement of the existing clay tile roofing materials with a new standard metal roof. The project also includes installation of a new access hatch, construction of a new pad for the rooftop HVAC and minor wall repairs. A total of three (3) cost proposals for this project were received. Staff recommends the City Council award a construction contract to the lowest responsive, responsible bidder, Rite-Way Roof Corporation (Rite-Way), in the amount of \$85,169. There will be an additional 10% allocated for unknown conditions as a construction contingency in the amount of \$8,517. The total project cost amounts to \$93,686. The entire project budget is funded utilizing developer fees.

RECOMMENDATION:

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

1. Award a Public Works Agreement to Rite-Way Roof Corporation, for the Koch Park Community Center Building Roof Replacement and Improvements in the amount of \$85,169; and
2. Authorize the City Administrator to approve contract change orders up to 10% or \$8,517, for a total project not-to-exceed amount of \$93,686; and
3. Approve Resolution No. R-2019-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. c.
March 19, 2019

4. 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 replacement of roof of the Koch Park Community Center Building located at 2210 North Valencia Avenue. The current roof is in poor condition and it has reached the end of its life cycle and needs replacement. Also, the clay tiles over the exterior decking have deteriorated and may detach and fall. The scope of the project includes installation of new roofing materials, embedding roof reinforcement fabric and top coat, in addition to all ancillary coping, cleaning, and sheet metal work. In addition, the existing clay tile roofing materials will be replaced with new 40-millimeter self-adhering membrane over existing deck with new metal roofing material. Currently, there is no access to the roof for servicing the HVAC and the roof itself. This project will provide a new access hatch, so access to the roof can be gained from inside the building. The contractor will provide the City with a two (2)-year workmanship warranty with a 20-year manufacturer's warranty for materials.

Staff solicited cost proposals from three (3) qualified vendors for the roof replacement. The following table provides the proposal amounts received from each contractor:

Contractor	Proposal Amount
Rite-Way Roof Corporation	\$85,169
Chapman Coast	\$133,450
Best Contracting Services, Inc.	\$142,142

Staff reviewed the proposals received and checked the references for Rite-Way who received favorable reviews. Based on the cost proposals received, and Rite-Way's experience and references, Staff recommends awarding a Public Works Agreement to Rite-Way for the Koch Park Community Center Building Roof Replacement Project for a not-to-exceed amount of \$85,169.

FISCAL IMPACT:

The proposed resolution amending the Fiscal Year 2018-19 budget is presented for City Council consideration to allocate \$93,686 of General Fund monies for the project. The General Fund revenues used to fund this project come from the \$350,000 Developer Fee paid by SC Development for their recently approved commercial and residential development project located at the southeast corner of Rose Drive and Alta Vista Drive. The project was originally budgeted for \$45,000 utilizing Parks and Recreation Development Impact Fees, however the project budget has increased to \$93,686 due to the poor condition of the roof. In addition, the City has not yet received Parks and Recreation Development Impact Fees originally anticipated to arrive this Fiscal Year to fund the project. Instead, Staff is proposing to utilize a portion of the Developer Fees provided by SC Development which have already been received by the City to fund this project. The balance of the \$350,000 Developer Fee paid by SC Development will be allocated to fund landscaped median and parkway renovations on Rose Drive and Alta Vista Drive as well as park and playground improvements at Parque del Arroyo Verde. It should be noted that the

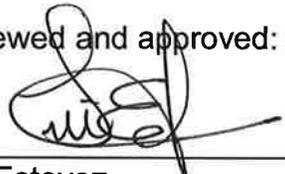
Developer Fee is separate and apart from the additional \$1,033,758 in Development Impact Fees that SC Development must still pay upon issuance of the first building permit for their project.

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. Public Works Agreement
2. Resolution No. R-2019-XX

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
KOCH PARK COMMUNITY CENTER ROOF REPLACEMENT PROJECT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 19th day of March 2019 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Rite-Way Roof Corporation, (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of Koch Park Community Center Building Roof Replacement as set forth more fully in this Agreement.

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean a California corporation, located at 15425 Arrow Rt. Fontana, CA 92335.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract

Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Eighty Five Thousand, One Hundred Sixty Nine Dollars (\$85,169) (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 March 5, 2020, 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:

Rite-Way Roof Corporation
Attention: Bill LaMontagne, Vice President
15425 Arrow Route
Fontana, CA 92335

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

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

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

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

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

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

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

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

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor 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 with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

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 signatory'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: Rite-Way Roof Corporation
Attention: Bill LaMontagne, Vice President
15425 Arrow Route
Fontana, CA 92335

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.

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

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

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or

employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Patrick J. Melia, City Clerk

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez,
Director of Administrative Services

Date: _____

APPROVED BY:

Masoud Sepahi, P.E., Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Director of Public Works

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: _____

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 _____

Street _____

City _____ State _____ Zip _____

(Signature)

(Print Name & Title)

**CITY OF PLACENTIA
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: 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)

(Seal)

SURETY

By _____

_____ ADDRESS

PRINCIPAL

By X _____
X _____

_____ ADDRESS

APPROVED:

CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

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

EXHIBIT A

SCOPE OF SERVICES

This project entails replacement of the Koch Park Community Center Building roofing system.

The planned improvements include a new polyester liner roofing over the existing roof, all ancillary work, in addition to replacement of the existing clay tile roofing materials which will be replaced with a new standard metal roof. The project also includes installation of a new access hatch, construction of a new pad for the rooftop HVAC and minor wall repairs.

EXHIBIT B
SCHEDULE OF PERFORMANCE

All work must be complete within 15 working days from the issuance of the Notice to Proceed.

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; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)
 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: Koch Park Community Center Building Roof Replacement
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance**, subparagraph c. **Method of Sharing**. The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

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.

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
<p>As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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 limits of insurance show 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
<p>As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.</p> <p>The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL AUTOMOBILE ELITE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Who is An Insured		2
Board Members	Included	
Newly Acquired Entities	Included	
Designated Insured	Included	
Lessor of Leased Autos	Included	
Cost of Bail Bonds	\$5,000	2
Reasonable Expenses – Loss of Earnings	\$500 per day	2
Fellow Employee Coverage	Amended	3
Towing	\$100 per disablement	3
Glass Breakage (Windshields and Windows)	No deductible applies	3
Transportation Expenses	\$100 per day / \$3,000 maximum	3
Hired Auto Physical Damage – Loss of Use	\$100 per day / \$1,000 maximum	3
Hired Auto Physical Damage	ACV or repair or replacement of the vehicle whichever is less	4
Personal Effects	\$500	4
Rental Reimbursement	\$100 per day / 30 days	4
Accidental Discharge – Air Bag	Amended	4
Electronic Equipment	\$1000	5
Original Equipment Manufacturer Parts Replacement	Included	5
Auto Loan / Lease Gap Coverage	Amended	5
One Comprehensive Coverage Deductible Per Occurrence	Amended	6
Notice of and Knowledge of Occurrence	Amended	7
Blanket Waiver of Subrogation	Amended (as required by written contract)	7
Unintentional Errors or Omissions	Amended	7
Mental Anguish – Bodily Injury Redefined	Amended	7

Coverage extensions under this endorsement only apply in the event that no other specific coverage for these extensions is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

Any deductible listed in the Auto Declarations Page will apply unless specific deductible provisions are set forth under a coverage enhancement below.

I. LIABILITY COVERAGE EXTENSIONS

A. Who Is An Insured

SECTION II – LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is amended by adding the following:

The following are also "insureds":

1. **Board Members** – Board members (or their spouses) while renting a vehicle while on business for the named insured.
2. **Newly Acquired Entities** – Any business entity newly acquired or formed by you during the policy period, provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following the acquisition or the formation of the business entity.
3. **Designated Insured** – Any person or organization designated by the "insured" is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **SECTION II** of the Coverage Form.
4. **Lessor of Leased Autos** – The lessor of a "leased auto" is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

Any "leased auto" in the policy schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" in the policy schedule until the expiration date of the lease, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

B. Cost of Bail Bonds

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (2) is deleted in its entirety and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

C. Reasonable Expenses

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Item (4) is deleted in its entirety and replaced with the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is deleted in its entirety and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

However, this exclusion does not apply to any manager or officer of your company.

II. PHYSICAL DAMAGE COVERAGE EXTENSIONS

A. Towing

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

2. Towing

We will pay up to \$100 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

B. Glass Breakage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles is amended by adding the following:

No deductible applies to "loss" to glass used in the windshield or windows.

C. Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expenses incurred by you because of a "loss" to a covered "auto." We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

D. Hired Auto Physical Damage – Loss of Use

The last sentence of **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses** is deleted in its entirety and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Hired Auto Physical Damage

Any "auto" you lease, hire, rent or borrow from someone other than your "employees" or partners, or members of their household is a covered "auto" for each of your physical damage coverages.

The most we will pay for any "loss" in any one "accident" is the ACV or the cost for repair or replacement of the vehicle, whichever is less.

For each covered "auto" our obligation to pay will be reduced by a deductible of \$500 for Comprehensive Coverage and \$1000 for Collision Coverage.

F. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Personal Effects Coverage

We will pay up to \$500 for "loss" to personal effects, which are:

1. Owned by an "insured"; and
2. In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage.

G. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by adding the following extension:

Rental Reimbursement Coverage

We will pay up to \$100 per day, for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto."

We will also pay up to \$300 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto."

If "loss" results from the total theft of a covered "auto," we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Item **III. C. Transportation Expenses** of this endorsement.

H. Accidental Discharge – Airbag Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph 3. is amended by adding the following exception:

This exclusion does not apply to the accidental discharge of an airbag. This coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

I. Electronic Equipment Coverage

The following supersedes anything to the contrary in **SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph 4.

Exclusions **4.c.** and **4.d.** do not apply to:

Any risk management or monitoring equipment and electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

The most we will pay for all "loss" to risk management or monitoring equipment, audio, visual or data electronic equipment that is not designed solely for the reproduction of sound and any accessories used with this equipment as a result of any one "accident" is the least of:

- a. The actual cash value of the damaged or stolen property at the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$1,000.

This coverage will not apply if there is other insurance provided by this policy for the above-described electronic equipment. We will, however, pay any deductible, up to \$500, that is applicable under the provisions of the other insurance.

J. Original Equipment Manufacturer (OEM) Parts Replacement

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance, Paragraph 1. is amended to include:

However, if the covered "auto" has less than 20,000 miles on its odometer, then the following condition will apply:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer replacement parts if the damaged parts cannot be repaired.

K. Auto Loan / Lease Gap Protection

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended to include the following:

- 4. In the event of "loss" to a covered "auto" that is loaned or leased to an "insured":
 - a. The most we will pay for "loss" in any one "accident" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss";
or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like, kind and quality.
- b. Our Limit of Insurance for "total loss" will be the greater of:
- (1) The balance due under the terms of the lease or loan, to which your "auto" is subject but not including:
 - (a) Past due payments;
 - (b) Financial penalties imposed under the lease;
 - (c) Security deposits not refunded;
 - (d) Costs for extended warranties or insurance; or
 - (e) Final payment due under a "balloon loan"; or
 - (2) Actual cash value of the stolen or damaged property.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss."

c. Additional Definitions

- (1) "Total loss" for the purpose of this coverage, means a loss in which the estimated cost of repairs, plus the salvage value, exceeds the actual cash value.
- (2) "Balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

d. Additional Conditions

This coverage will apply only to the original lease or loan written on your covered "auto." In order for this coverage to apply, leased "autos" must be leased or rented to you under a leasing or rental agreement, for a period of not less than six months, which requires you to provide direct primary insurance for the benefit of the lessor.

L. One Comprehensive Coverage Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

Only one Comprehensive Coverage Deductible per occurrence will apply to any "loss" resulting from a covered peril.

For the purpose of this extension, occurrence means a single incident, including continuous or repeated exposure to substantially the same general harmful conditions within a 24-hour period.

III. BUSINESS AUTO CONDITIONS

A. Notice and Knowledge of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, Paragraph a. is deleted in its entirety and replaced with the following:

- a. In the event of "accident," claim, "suit" or "loss," you must give us, or our authorized representative, prompt notice of the "accident" or "loss." Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

B. Blanket Waiver Of Subrogation

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract."

C. Unintentional Errors or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

IV. DEFINITIONS

A. Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

Named Insured Rite-way Roof Corporation			Endorsement Number
Policy Symbol CPW	Policy Number G71473600 001	Policy Period 12/19/2018 to 12/19/2019	Effective Date of Endorsement 12/19/2018
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 Rite-way Roof Corporation			Endorsement Number
Policy Symbol CPW	Policy Number G71473600 001	Policy Period 12/19/2018 to 12/19/2019	Effective Date of Endorsement 12/19/2018
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 Rite-way Roof Corporation			Endorsement Number
Policy Symbol CPW	Policy Number G71473600 001	Policy Period 12/19/2018 to 12/19/2019	Effective Date of Endorsement 12/19/2018
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2019

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 Newfront Insurance Services, LLC 101 2nd Street Suite 525 San Francisco CA 94105	CONTACT NAME: Thang Nguyen PHONE (A/C, No, Ext): (415) 754-3635 E-MAIL ADDRESS: thang.nguyen@newfrontinsurance.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Rite-Way Roof Corp 15425 Arrow Route Fontana CA 92335	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D: State Compensation Insurance Fund (State Fund)		35076
	INSURER E:		
	INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
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	1962802-2018	12/22/2018	12/22/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000

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

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia 401 E. Chapman Ave. Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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-2019-06

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-2018-41 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
General Fund	Construction Services	Public Works	107908-6185	93,686.00	Expense
General Fund	Construction Services	Public Works	107902-6185	(50,000.00)	Expense
Parks & Rec Impact Fee Fund	Construction Services	Public Works	637908-6185	(45,000.00)	Expense

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

PASSED, ADOPTED AND APPROVED THIS 19TH DAY OF MARCH 2019.

Rhonda Shader, Mayor

ATTEST:

Patrick J. Melia, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 19th day of March 2019 by the following vote:

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

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: MARCH 19, 2019

SUBJECT: **AWARD OF CONTRACT TO RF DICKSON, INC. FOR STREET SWEEPING SERVICES**

FISCAL

IMPACT: EXPENSE: \$144,581.69 ANNUAL CONTRACT AMOUNT
BUDGETED: \$180,000.00 FY 2018-19 OPERATING BUDGET

SUMMARY:

The Cities of Placentia, Brea and Fullerton issued a joint Request for Proposals for Street Sweeping Services to solicit competitive proposals for a new Regional Maintenance Services Contract. RF Dickson, Inc. (Dickson) provided the lowest cost proposal to the City of Placentia. Fullerton and Brea ultimately decided not to enter into an agreement with a contractor for these services however Dickson advised the City that it would honor its pricing and contract terms with the City of Placentia as a stand-alone agreement. This new agreement also results in an annual cost savings of 20% compared to the current cost to the City for these services. The term of the agreement is five (5) years with one (1) additional two-year contract term extension based upon contractor performance and at the discretion of the City.

RECOMMENDATION:

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

1. Approve a Maintenance Services Agreement with RF Dickson, Inc. for Street Sweeping Services in an amount not-to-exceed \$144,581.69 for the first year of a five (5)-year contract term ending June 30, 2024 with the option to extend for one (1) additional two-year term; and
2. Authorize the City Administrator to approve contract change orders up to 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-year term based upon contractor performance and at the discretion of the City.

1. d.
March 19, 2019

DISCUSSION:

The City's existing street sweeping contract is set to expire in September and there are no additional contract term extensions available. In partnership with the Cities of Fullerton and Brea, a joint Request for Proposals (RFP) was issued to solicit competitive proposals for the provision of street sweeping services for all three Cities. The RFP was prepared by the City of Brea with input from Fullerton and Placentia Staff. The procurement process was also managed by the City of Brea. A regional approach to this solicitation was undertaken as a pilot project to evaluate the financial benefits and feasibility of implementing and managing regional common service contracts across several jurisdictions.

The scope of work for these services under the proposed agreement generally entails the same level of work the City currently receives via its existing street sweeping vendor. Street sweeping schedules and frequencies will not change, and an extraordinary work provision in the agreement allows for additional sweeps for special events. All public residential streets in the City are swept on a bi-weekly basis and each arterial street is swept on a weekly basis. The street sweeper must also be fitted with a GPS tracking device and GPS location data must be furnished to the City for inspection upon request. One new provision to the work scope requires the sweeper operator to manually sweep catch basins retrofitted with debris screens to ensure landscape and other litter is not allowed to build up in front of those screens.

Two (2) proposals for these services were received from the following contractors:

Contractor	Cost Proposal Amount (Annual)
RF Dickson	\$148,378.60
CleanStreet	\$209,818.29

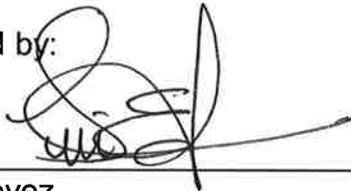
The cost proposal amounts noted in the table above were specific to Placentia. Cost proposal amounts for the Cities of Fullerton and Brea varied between both contractors. In addition, both cities were still evaluating weekly versus bi-weekly sweeping schedules as well as negotiating with their respective labor groups regarding the contracting of these services. Street sweeping services are still provided by in-house Staff in both cities. Ultimately, both cities opted to reject the proposals submitted by both contractors and continue providing these services in-house.

Dickson provided the lowest cost proposal for Placentia, and they were invited to submit a Best and Final Offer to which they responded by reducing their annual cost proposal amount to \$144,581.69. Since Fullerton and Brea declined to proceed with awarding a contract for these services, Staff reached out to Dickson directly to ask if they would still honor their pricing even though the contract would not include Fullerton and Brea. Dickson indicated that they would indeed honor the same contract pricing and terms in an individual agreement with Placentia. Through this process, the City will be able to maintain the same level of service under a new agreement for less than the City is paying its current contractor. Staff reviewed the references for Dickson who provided positive feedback on their level of service and based upon that feedback and the proposal submitted by Dickson, Staff recommends City Council award Dickson a contract for street sweeping services.

FISCAL IMPACT:

The initial first year contract not-to-exceed amount for these services is \$144,581.69. Per the proposed agreement, the contractor can increase its annual fee based on the Consumer Price Index for the Los Angeles – Long Beach – Anaheim area for the previous 12-month period. For comparison purposes, the City is paying its current service provider \$180,000 per year for these services. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:



Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Maintenance Services Agreement with RF Dickson Company, Inc.

**CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH
RF DICKSON COMPANY, INC.**

THIS AGREEMENT is made and entered into this ___ day of ___, 20__ (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and RF Dickson Company, Inc., a California Corporation (“Contractor”).

WITNESSETH:

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

B. WHEREAS, Contractor 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 Contractor 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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor’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 Contractor 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 Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor 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 Contractor’s performance of this Agreement. Contractor 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 Contractor 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 Contractor to comply with this section.

1.3. Performance to Satisfaction of City. Contractor 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 Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor 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. Contractor 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. Contractor 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 Contractor's performance under this Agreement. Contractor has submitted a proposal accepted by the City based on non-prevailing wages.

1.5. Non-discrimination. In performing this Agreement, Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor 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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. All insurance requirements contained in this Agreement are

independently applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B" and compensation may be adjusted on an annual basis as outlined in Exhibit "A". Contractor's first year total annual compensation shall not exceed One Hundred and Forty-Four Thousand, Five-Hundred Eighty-One Dollars, and Sixty-Nine cents (\$144,581.69).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor'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 Contractor 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 Contractor's standard hourly rates shall be paid to the Contractor 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. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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 Contractor'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 Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor 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 five years, ending on June 30, 2024 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The agreement may be extended for an additional two-year term based on contractor performance and at the City's discretion.

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 thirty (30) days prior written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor. 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 Contractor 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 Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all 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 Four Million Dollars (\$4,000,000.00), 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 Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Contractor.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than Two Million Dollars (\$2,000,000.00), 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 Contractor. Contractor 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 Contractor 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 Contractor shall file with the Public Works Director the following signed certification:

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

The Contractor 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 Contractor 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 Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor 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 as worded below:

- (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 Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "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; (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, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any

anceled policy, the City may procure such insurance at Contractor's sole cost and expense."

- (c) Other insurance: "The Contractor'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 Contractor'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. 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 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 Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who 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.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor 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.

Contractor 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 Contractor without the express written approval by the City. Contractor 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 CONTRACTOR:

R.F. Dickson Co., Inc.
12524 Columbia Way
Downey, CA 90242
Tel: 800-573-3222

Attn: Steve Dickson, President

IF TO CITY:

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

Attn: Luis Estevez, Director of
Public Works

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. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor

of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor'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 Contractor, 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 Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the 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. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. 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.

6.11. 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.

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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor 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 Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor 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. Contractor or Contractor'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. 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.

6.14. Conflict of Interest. 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 subcontractors 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.

6.15. 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.

6.16. Prohibited Employment. Contractor 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 Contractor'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 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.

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

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, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Joel Cardenas, Public Works Superintendent

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Director of Public Works

Date: _____

EXHIBIT A

CONTRACTOR'S PROPOSAL AND SCOPE OF WORK

Workmanship and Supervision

Provide all labor, sweeper operators, and equipment sufficient to use modern regenerative air street sweepers to thoroughly sweep each public street twice per month along with park parking lots and the Civic Center parking lot.

Have work performed by competent and experienced operators. Ensure that all employees have the appropriate class of driver's license for the type of equipment they are operating.

Provide a thoroughly skilled, experienced, and competent supervisor who is responsible for adherence to the specifications. **Supervisors and lead workers must communicate effectively, both in written and oral English, and shall be present at all times during contract operations.** Any order given to these supervisors or lead workers shall be deemed as delivered to Contractor.

Ensure that all personnel working at the outlined areas are neat in appearance; wear identification badges, patches, and uniforms approved by the Public Works Superintendent.

Remove personnel who are found not to be satisfactory by a given City from work on the resultant contract.

Equipment

Ensure that all vehicles and equipment used in conjunction with the work:

Are maintained in a neat, clean, orderly manner, and are in good working order. At the discretion of the Public Works Superintendent, or authorized agent, each City may reject any vehicle or piece of equipment and order it removed from the service area(s).

Meet all current federal, State, and AQMD regulations. Only alternative-fuel sweepers compliant with AQMD Rule 1186.1 may be used to provide these services. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative-fuel technologies for the purposes of Rule 1186.1

Bear identification signs that Contractor is performing services for the City wherein the work is being performed. Only City-approved signs may be installed by Contractor.

Are equipped with GPS tracking devices and GPS data must be provided to Cities upon request. Equipment used exclusively for providing services under this contract may be stored at the City Yard and Contractor may use the City's wash bay to maintain its sweeper. As part of this work scope, Contractor will be required to sweep the City Yard once per week. The Contractor is not permitted to dump loads at the City Yard.

Safety Requirement

Ensure that all work performed under the resultant contract provides maximum safety to the public, the City, and Contractor employees, and where applicable, comply with all safety standards required by CAL-OSHA. The Public Works Superintendent reserves the right to assess liquidated damages and issue restraint or cease and desist orders to

Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this contract.

Ensure that all vehicles have a "W.A.T.C.H." work area traffic control manual at all times. Maintain all service areas free of hazards to persons and/or property resulting from Contractor's operations.

Report any hazardous condition not a result of Contractor's operations immediately to the Public Works Superintendent.

Do not permit access into any City or other private structures by any unauthorized persons.

Liability for Damages

Be fully responsible for any and all damage done to City property, equipment, or other property of the public premises that result from Contractor's operations under the resultant contract. Insure the equipment, materials, and work covers Contractor's interest in the same. The City will not, under any circumstances, be answerable or accountable for any loss or damage that may happen to said equipment, materials and work, or any part or parts thereof, used and employed in fully completing the contract.

Hold harmless and indemnify each City in accordance with the General Terms and Conditions section, Hold Harmless and Indemnification subsection.

Advertising

Do not advertise or allow any advertising of any kind or description, bill posters, printed, painted, or by the use of any other method application legible to human sight to appear on any equipment, buildings, structures, fences, canopies, posts, or signs except valid and authorized legal notices required to be placed thereon and except as may be specifically authorized by a given City within their jurisdiction.

Guarantees

Guarantee that the work performed under the resultant contract will be performed to the highest standards specified in the RFP, the highest industry standards, and remain as such for the term of the contract.

Audit Requirements

The City reserves the right, at its expense, to periodically inspect and audit selected Contractor's accounting procedures and supporting documentation in conjunction with the performance of the required services in a reasonable manner. The City will notify Contractor in writing at least 30 days prior to any such audit and the Contractor must fully cooperate with any such audit. The City will notify Contractor in writing of any exception taken as a result of an audit. Contractor must fully reimburse the City for any overcharges per audit findings.

Insurance Coverage

Before the commencement of the term of this Agreement, Contractor shall furnish each City with certification showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the General Terms & Conditions section, Insurance Requirements subsection as modified by the paragraphs below.

Commercial General Liability: The aggregate limit shall be no less than \$4,000,000.

Commercial Auto Liability and Property Insurance: The combined single limit per accident for bodily injury and property damage shall be no less than \$2,000,000.

Professional Errors and Omissions Liability is not required for these services.

Termination

If, in the opinion of a given City, Contractor fails to perform or provide prompt, efficient service, that City has the right to terminate or cancel the Agreement upon 5-day's written notice and pay Contractor for the value of the actual work satisfactorily performed to the date of termination.

The City has the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Contractor for the value of actual work satisfactorily performed to the date of termination.

These rights are in addition to any other rights each City may have available.

Liquidated Damages

Force majeure applies only when delays are clearly beyond the control of or could not have been anticipated by Contractor. City will grant an extension in time equivalent to the exact time of delay caused by the force majeure incident(s).

To ensure that Contractor performs all of the required work and by the time required per Specifications and since City cannot accurately determine the exact amount of a given deficiency, City will assess liquidated damages for all work performance deficiencies.

City will notify Contractor both verbally and in writing each time service requirements are unsatisfactory and corrective action is necessary. Should Contractor fail to correct any deficiencies within the prescribed times, City may exercise one or more of the following measures: 1) deduct from Contractor's payment the amount necessary to correct the deficiency; 2) withhold payment; 3) utilize City forces or an alternate source, to correct the deficiency and deduct from Contractor's payment the total cost, including City overhead not to exceed 15%.

Following are violations that would be cause for liquidated damages:

1. Failing to respond to complaints within 24 hours.
2. Operation of sweeper exceeding the stated speed limits for operation.
3. Leaving excessive amounts of debris in the street, gutter, or parkway.
4. Failure to thoroughly clean areas close to parked cars or other obstructions.
5. Missing scheduled sweeping days without providing prior notice to the Contract Officer or their designee (excluding inclement weather).
6. Any failure or refusal by Contractor to perform in accordance with the terms of this contract.

When the City determines that a violation of any nature described above has occurred, the Contractor will be notified in writing, via email or facsimile, by the City of the observed violation. Contractor shall respond within twenty-four (24) hours with a written plan stating how compliance will be obtained.

When the City determines that a second violation of a nature has occurred within a 180-calendar day period of the first violation, a written complaint shall be filed with the Contractor by the City along with an assessment of liquidated damages in the amount of

\$100 for each working day of delay in the performance of any service required hereunder.

When the City determines that a third violation of a similar nature has occurred within a 180-calendar day period of the first violation, a written complaint shall be filed with the Contractor by the City along with an assessment of liquidated damages in the amount of \$250 for each working day of delay in the performance of any service required hereunder.

When the City determines that a fourth violation of a similar nature has occurred within a 180-calendar day period of the first violation, a written complaint shall be filed with the Contractor by the City along with an assessment of liquidated damages in the amount of \$500 for each working day of delay in the performance of any service required hereunder.

If repeated violations continue, the City may provide notice of termination in accordance with the Termination section in the RFP.

Definitions

Curb Mile – measurement of curbing of streets and medians.

Linear Mile – measurement of actual miles driven in order to satisfactorily clean streets to these standards, which may require multiple passes depending on condition and width of street.

Curb-to-Curb – area within the curb limits of the street including medians, intersections, and street ends.

Holiday – all observed holidays are (unless otherwise noted):

New Year's Day

Martin Luther King Jr Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving (including the following Friday)

Christmas Eve & Christmas Day (The City cancels all sweeping operations on residential streets typically between December 22nd and January 2nd. These specific dates may change from year to year but generally encompass the last two weeks of the year). Arterial streets are still swept during this time period

New Year's Eve

Inclement Weather – weather prohibiting effective sweeping operations.

Debris – litter, rubbish, leaves, sand, dirt, garbage, other foreign material.

Street – all paved dedicated public rights-of-way within the existing or future corporate limits of each City.

Re-sweep –when prior sweeps deemed by each City to be below standard or when a street or sections of a street are missed during regular schedule.

Special Sweep – sweep involving unusual conditions such as traffic hazards, parades, and similar events billed at the prices stated in the Unit Price Forms.

Swept clean - minimal debris residual or tailings.

Travel Speed – sweeper operator must maintain a speed of no more than six miles per hour while sweeping broom is lowered in the operating position

Working Hours

Complete all sweeping activities per the days, times, routes, and Schedules unless prior approval is given by the Public Works Superintendent. Submit written variations in the Schedule to each City for review and consideration; City's determination is final.

Level of Maintenance Requirements

General

The Scope of Services is intended to cover all labor, material and standards of workmanship to be employed in the work called for in this RFP or reasonably implied by terms of same.

Provide all services or materials of a minor nature, which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work. Perform all work in accordance with the highest industry and maintenance standards. Comply with the standards, schedules, and frequencies as modified from time to time by each City to ensure proper maintenance. Adhere to each City-approved schedule for sweeping posted streets, as Contractor is required to coordinate sweeping operations with Parking Control Officers from the Police Department.

Be aware that a significant number of City streets are posted no parking for street sweeping during designated hours on various days. Be aware that street sweeping may require slower travel speed and/or multiple passes, due to different street widths to ensure uniform curb face to curb face coverage including median curbs. Ensure sweepers do not blow debris onto private property nor drain water onto the street from the rear hopper.

Do not permit any sweeper to travel against the flow of traffic.

Sweep curb-gutter perimeter and turnouts with streets that have raised medians (commercial and residential).

Sweep the entire street grade striped medians.

Sweep clean each street to the adjacent property line.

Sweep parking lots, including City Facilities, adjacent to streets along the scheduled route.

Remove all street-sweeping generated deposits within intersections.

Use only City-approved alternatives to hand sweeping, for locations such as street ends, portions of parking lots, catch basins with retrofitted catch basin screens. Contractor shall not allow debris to build up in front of catch basin screens.

Deficient Sweeping

Correct deficiencies within 24 hours of notification. Note re-sweeps of the deficient area are not to be billed to City. Note if deficient work has not been completed, payment for subject deficiency shall be withheld for current billing period and shall continue to be withheld until deficiency is corrected, without right to retroactive payments.

If, in the judgment of City, the level of maintenance is less than that specified herein, City shall, at its option, in addition to or in lieu of other remedies provided herein, withhold appropriate payment from Contractor until services are rendered in accordance with specifications set forth within this document and providing no other arrangements have been made between Contractor and City. Failure to notify City of a change and/or failure to perform an item or work on a scheduled day may result in deduction of payment for that date or week. Payment will be retained for work not performed until such time as the work is performed according to the requirements herein.

Free Sweeps

Perform **100 curb miles of free sweeps** for each contract year at the request of the City for inclement weather sweeps and special event sweeps. These sweeps are not re-sweeps of an area not done properly but rather an additional sweep that is not part of the regular schedule.

Adjust work force to accomplish activities unaffected by weather.

Be aware failure to adjust work force to show good progress shall result in deduction of payments to reflect only work actually done.

Notify Public Works Superintendent immediately when work force is removed from job site due to inclement weather or other reasons.

Emergency Services

Provide each City with names and telephone numbers of at least two qualified persons who can be called by City representatives when emergency maintenance conditions occur during hours when Contractor's normal work force is not present in the given City.

Respond emergencies within thirty (30) minutes of notification.

Extra Work

Perform extra work at listed Unit Price rates as each City requests.

Water

Pay for all charges stemming from the use of water provided either by Golden State Water Company or Yorba Linda Water District fire hydrants. Contractor will need to obtain construction meters from both or one of these agencies.

Hours of Operation

The earliest start time is 4:00 a.m. Old Town Placentia is to be swept between the hours of 5:00 a.m. and 6:00 a.m. Sweeping within school zones are limited between the hours of 5:00 a.m. to 7:00 a.m.

Disposal

Dispose of sweeping debris in accordance with all applicable federal, state, county, and local requirements. The Contractor will dispose of collected street sweeping debris at CVT Recycling Center. There will be no charge to the Contractor to dispose of sweeping debris at this facility as it is owned by the City's franchised waste hauler. In

the event that CVT Recycling Center is unable to accept the collected street sweeping debris, the City will direct Contractor to another facility owned by the City's franchised waste hauler to dispose of sweeping debris or be allowed to dispose of that debris at the City Yard.

Meetings and Status Reports

Meet with City representative at least monthly to determine progress and to establish areas needing attention.

Provide a written weekly status report of activities performed and maintenance issues addressed Contractor.

Records

Keep accurate records concerning all of Contractor employees or agents.

Complete a written monthly maintenance report indicating work performed and submit this completed report to the Public Works Superintendent. This report should also contain a description of work performed, including labor hours, equipment, and any additional work ordered by each City.

A phone log will be submitted monthly of all calls from the City Public Works Departments and City Police Department to Contractor, whether or not those calls require a request for service, and a description of the action taken from each City's call.

Contractor's Office

Maintain an office that can respond within 30 minutes of any City inquiry.

Utilize a telephone answering service that is capable of contacting Contractor by phone for after normal working hours.

Maintain a yard for operational requirements and equipment storage.

Term of Contract

The term of the agreement will be for five years with one (1) two-year extension based on the City's discretion and contractor performance.

Prices will be fixed for each year of the contract.

Quantities

Are annual estimates based on available information and may vary. The City does not imply or make any commitment to purchase any specific quantity; quantities may vary from time-to-time.

Adjustments

Streets, as developed or assumed by a given City, may be added to or removed from the contract and total payable curb miles will be adjusted accordingly.

Pricing Terms and Conditions

Cost Components: all rates must be fully loaded and include all cost including, but not limited to: Direct Labor & Burden, G & A, Overhead, Profit, Consumables & Materials, Fuel; Equipment, Taxes & Fees.

Fixed Prices: prices are fixed for each year of the agreement.

Price Changes:

During the second twelve (12) month period of the Agreement, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1967 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). The 12 month period shall be March to March each year this agreement is in effect. If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index.

EXHIBIT B

**BEST AND FINAL OFFER
ANNUAL COST / CURB MILES AND PER CURB MILE COST / PER ROUTE RATE**

ATTACHED

EXHIBIT B

Best and Final Offer

- I. **Total Annual Cost Form (24 Sweeps per Year) – City of Placentia**
 - A. Day & Time = day of the week and the earliest start and latest end times
 - B. Monthly Sweeps = 2
 - C. Annual Sweeps = 24
 - D. Annual Curb Miles = Route Curb Miles x Annual Sweeps
 - E. Per Route Rate = the fully-loaded costs to perform the Scope of Services requirements as modified by this schedule for each Route
 - F. Total Annual Cost = Annual Curb Miles x Per Route Rate (D x E)

A	B	C	D	E	F
RTE#	Day & Time	Route Curb Miles	Annual Curb Miles	Per Route Rate	Total Annual Cost (D x E)
1	1 st and 3 rd Monday 7:30 am-4 pm	30.50	732	\$502.95	\$12,070.68
2	1 st and 3 rd Tuesday 7:30 am-12pm	41.60	998.4	\$685.98	\$16,463.62
3	1 st and 3 rd Wednesday 12 pm-4 pm	51.70	1,240.8	\$852.53	\$20,460.79
4	1 st and 3 rd Thursday 7:30 am-4 pm	22.60	542.4	\$372.67	\$8,941.54
5	2 nd and 4 th Monday 7:30 am-4 PM	31.60	754.4	\$518.34	\$12,440.06
6	2 nd and 4 th Tuesday 7:30 am-4 pm	52.70	1,264.8	\$869.02	\$20,856.55
7	2 nd and 4 th Wednesday 12 pm-4 pm	51.60	1,238.4	\$850.88	\$20,421.22
8	2 nd and 4 th Thursday 7:30 am-4 pm	31.50	756	\$519.44	\$12,466.44
9	Route 9 Arterial Streets Wednesday; 2:00-6:00am	51.70	1,240.8	\$582.53	\$20,460.79
Totals for all above routes			8,772		\$144,581.69

Annual Per Curb Mile Cost (Annual Per Curb Mile Cost = Total Annual Cost / Annual Curb Miles)	\$ 16.48
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Continued on Next Page

Best and Final Offer

II. Unit Price Form for Additional Sweeps – City of Placentia

- A. Contractor agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs.
- B. Contractor is advised that the unit prices may enter into the determination of the contract award. Unit prices listed below refer to all services and include all Cost Components
- C. The unit prices quoted by Contractor shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.
- D. All work shall be performed in accordance with all requirements herein.

Additional Sweeps	
Scheduled Sweeps (new development, etc..) based on 24 Annual Sweeps	Curb Mile Cost \$25.67
Special Sweeps (special events, emergencies)	Curb Mile Cost \$28.33

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in this policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

- COVERAGES PARTS A AND B – GENERAL LIABILITY**
- COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage A, B and D, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the performance of **your work** which is the subject of such written contract or written agreement.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.
2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of **pollution conditions** that are the result of:
 - a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
 - b. **Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



ZURICH

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP4503531-06	10/01/2018	10/01/2019	10/01/2018			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan 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) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. **Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"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.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

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. 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".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF DEVELOPMENT SERVICES
DATE: MARCH 19, 2019
SUBJECT: **2018 HOUSING ELEMENT ANNUAL PROGRESS REPORT**
FISCAL
IMPACT: NONE

SUMMARY:

State law requires cities to prepare and submit an Annual Progress Report on the status and progress of implementing the goals within the City's certified Housing Element. Government Code Section 65700, exempts charter cities from preparing an Annual Progress Report on the status of the housing element. However, all cities including charter cities must submit an Annual Progress Report to be eligible for certain funding programs. This report is to be submitted to the City Council, the Governor's Office of Planning and Research, and the California Department of Housing and Community Development prior to April 1st of each year. This action receives and files the 2018 Housing Element Annual Progress Report which will subsequently be sent to the State.

RECOMMENDATION:

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

1. Receive and file the 2018 Housing Element Annual Progress Report.

DISCUSSION:

Government Code Section 65400 requires that the City provide the governing body, in this case the City Council, an Annual Progress Report (APR) on the status and progress in implementing the Housing Element using forms and definitions adopted by the California Department of Housing and Community Development (HCD). Government Code Section 65700, exempts charter cities from preparing an annual report on the status of the housing element. However, all cities including charter cities must submit an annual report to be eligible for certain funding programs. As stated by HCD, the APR is an important tool to facilitate implementation of a community's Housing Element and to track and monitor progress in addressing housing needs and goals. The APR includes information on a city's progress in fulfilling the Regional Housing Needs Allocation (RHNA), including the number of housing units permitted (that is, how many building permits pulled by developers) by defined income level, as well as, the status of programs in the housing element and efforts to remove governmental constraints.

1. e.
March 19, 2019

The APR is to be provided to the Governor's Office of Planning and Research (OPR) and the HCD prior to April 1st of every year. Once reviewed and received and filed by the City Council, Staff will electronically submit the APRs to the OPR and the HCD.

The APR is primarily a spreadsheet of required information regarding annual building activity broken down into pre-defined income levels (for example, very-low, low, and moderate). These income levels correspond to the regional housing need allocation as assigned by the Southern California Association of Governments (SCAG). As detailed in the City's Amendment to the Housing Element for the 2013-2021 Planning Period, which was adopted by the City Council on January 7, 2014, the City's RHNA is 492 units. These numbers are based on proposed housing units to be built in addition to employment and population statistics. Those 492 units, which must be achieved in the planning period of 2013 to 2021, are broken down into the following income categories:

Income Level	2006-2014 Unfulfilled RHNA Units	2013-2021 RHNA Units	2013-2021 Total RHNA Units	2013-2021 Total Remaining RHNA by Income Level
Extremely Low	10	56	49	63
Very Low Income	11	56	0	
Low Income	17	81	0	81
Moderate/Above Mod Income	0	90	33	57
Above Moderate Income	0	209	115	94
Totals	38	492	197	295
FINAL RHNA TOTAL				333

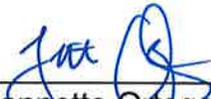
During the prior Housing Element planning period of 2006-2014, Placentia was assigned a RHNA allocation of 98 units, of which 38 units were in the extremely-low, very-low and low income categories. Collectively, these three income categories are referred to as "low income." The City's total remaining RHNA by income level is 333.

Under state law, a density of 30 units/acre is considered necessary to facilitate low income housing. Because the City did not have adequate sites with zoning that allowed this density in the prior planning period, those 38 lower-income units must be carried over and accommodated in the new planning period. Therefore, the City's obligation for the 2013-2021 planning period is to provide sites with appropriate zoning to accommodate at least 231 units at a density of 30 units/acre or more. This requirement was satisfied within the newly adopted Old Town Placentia Revitalization Plan near the proposed Metrolink station, as described in Program 1.8 on page 4-4 of the Housing Element for the 2013-2021 planning period. In addition, the City will be examining the City-owned lots at Baker Street for workforce housing and will be soliciting Request for Proposals from qualified developers to build a high-quality workforce housing development in this area.

Lastly, the City worked with the County of Orange, and in partnership with Mercy Housing California, to begin construction of a 49-unit affordable housing development for homeless and/or disabled Veterans (with an additional manager's unit) partially located on a property owned by Orange County Flood Control, leased to Mercy Housing and located in the City of Placentia. This development, known as Placentia Veterans Village is currently under construction and will be completed in 2020. The City reached a mutual agreement with the County of Orange to "share" the RHNA credit to be distributed based on each agency's funding proportion. As a result, the City's total RHNA allocation for this project was agreed to be seven units. Nonetheless, after consulting with Tom Brinkhuis from the State Department Housing and Community Development, there is currently no provision in the statute for "sharing" of RHNA credit. As Mr. Brinkhuis specified in an e-mail dated March 13, 2019, "the agency that issues the building permits is the agency that should be reporting the units and getting the credit towards the RHNA." Thus, the City will be reporting 49 "Very Low" affordable housing units for this development as directed by HCD staff and this is reflected in the attached 2018 Housing Element Annual Progress Report.

Prepared by:

Reviewed and approved:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

2018 Housing Element Annual Progress Report

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §5202)

Jurisdiction	Placenta
Reporting Year	2016 (Jan. 1 - Dec. 31)

Note: * Optional field
 Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes		
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17			
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+ ADU,MH)	Tenure R= Renter O= Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC § 6913.4(b)? (SS-SS Streamlining)	Notes*
Summary Row: Start Date Entry Below																			
343-691-00	343-691-06	SWC Orchard & Highland	HQ1	DPR 2018-03	S*	O	3/8/2018							553	553	445			
339-431-02, 339-431-03, 339-431-04, 339-431-05, 339-431-06, 339-401-008, 339-401-00	339-431-02, 339-431-03, 339-431-04, 339-431-05, 339-431-06, 339-401-008, 339-401-00	505, 515, 523, 531, 535 W, Crowther Ave., 407 Goetz Place, 409 Evelyn Place	Blackwood	DPR 2018-04	S*	R								16	16	16		No	
346-172-23	346-172-23	1633, 1637 La Paloma Ave	La Paloma	SPR 2018-03	SFD	O	12/12/2018							2	2	2		No	
344-163-16	344-163-16	229 W. La Jolla St.	229 W. La Jolla	SPR 2018-04	SFA	O	10/11/2018							2	2	2		No	
339-634-18	339-634-18	229 S. Main St.	229 S. Main St.	SPR 2018-05	2 to 4	O	12/12/2018							2	2	2		No	
338-381-05	338-381-05	1812 Kingston Rd.	1812 Kingston	B18-1322	ADU	O	12/19/2017					1		1	1	1		No	
338-411-08	338-411-08	2134 Kathryn	2134 Kathryn	B18-0564	ADU	O	3/7/2018					1		1	1	1		No	
346-391-50	346-391-50	1802 N. Valencia Avenue	Henderson Subdivision	TPM 2007-186	SFD	O	10/24/2016							3	3	3		No	
346-164-22, 346-164-25, 346-164-26	346-164-22, 346-164-25, 346-164-26	455 S. Van Buren	Van Buren Condos	Dpr 2018-01; T1M 18154; ZC 2018-01; GPA 2018-01	S*	O	1/11/2018							110	110			No	

The application has been put c

Placenta
2018 (Jan. 1 - Dec. 31)

Project Identifier			mes - Building Permits			Affordability by Household Incomes - Certificates of Occupancy										Streamlining			
1	2	3	4	5	6	7	8	9	10	11	12	13	14						
Current APN	Street Address	Project Name*	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units Issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 66913.4(b)? (BB 36 Streamlining) Y/N	
Data Entry Below			2	3			54							10		12			
343-891-06	SWC Orchard & Highland	HQT																	N
339-431-02, 339-431-03, 339-431-04, 339-431-05, 339-431-08, 339-401-008, 339-401-09	505, 515, 523, 531, 535 W Crowther Ave., 407 Goetz Place, 408 Evalyn Place	Blackwood																	N
346-172-23	1633, 1637 La Palma Ave.	La Palma			2	11/28/2018	2												N
344-163-16	228 W. La Jolla St.	228 W. La Jolla																	N
339-834-16	228 S. Main St.	228 S. Main St.																	N
336-381-05	1612 Kingaton Rd.	1612 Kingaton	1			1/8/2018	1												N
336-411-08	2134 Kathryn	2134 Kathryn	1			5/1/2018	1												N
346-241-02, 346-331-08	1945 Valerana Way	Mercy Housing			1	12/18/2018	50												N
344-011-12	738 W. La Jolla St.	738 W. La Jolla St.												10	11/7/2018	10			N
341-324-01	SEC Rose Dr. & Alta Vista St.	SC Development																	N
346-181-35	1617 Oak Street	Habitat for Humanity homes									1			6/4/2018		1			N
346-181-30	1621 Oak Street	Habitat for Humanity homes									1			6/4/2018		1			N

Project Identifier			Infill	Housing with Financial Assistance and/or Dead Restrictions		Housing without Financial Assistance or Dead	Term of Affordability or Dead Restriction	Demolished/Destroyed Units			Notes
1			16	16	17	18	19	20			21
Current APN	Street Address	Project Name*	Infill Units? Y/N*	Assistance Programs for Each Development (see instructions)	Dead Restriction Type (see instructions)	financial assistance or dead restrictions; explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Dead Restriction (years) (if affordable opportunity under 1000*)	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*
Data Entry Below											
343-681-08	SWC Orohard & Highland	HQ7	Y	Other							Conventional Private Loan
339-431-02, 339-431-03, 339-431-04, 339-431-05, 339-431-08, 339-401-008, 339-401-09	505, 515, 523, 531, 535 W. Crewther Ave., 407 Goetz Place, 409 Evelyn Place	Blackwood	Y	Other							Conventional Private Loan
346-172-23	1633, 1637 Le Paloma Ave.	Le Paloma	Y	Other							Conventional Private Loan
344-163-16	229 W. Le Jolla St	229 W. Le Jolla	Y	Other							Conventional Private Loan
338-634-10	220 S. Main St	220 S. Main St	Y	Other							Conventional Private Loan
336-381-05	1812 Kingston Rd	1812 Kingston	Y	Other							Conventional Private Loan
336-411-08	2134 Kathryn	2134 Kathryn	Y	Other							Conventional Private Loan
346-241-02, 346-331-08	1945 Veterans Way	Mercy Housing	Y	LIHTC	Other		1,000				TOAC used for low-income housing tax credits; Dead restriction is for qualified Veterans at 0-80% AMI. Also affordability is restricted by Development Agreement No. 2016-01. 49 Extremely-Very Low units and 1 Above-Moderate Unit were permitted.
344-011-12	738 W. Le Jolla St	738 W. Le Jolla St	Y	Other							Conventional Private Loan
341-324-01	SEC Rose Dr. & Ara Vista St	SC Development	Y	Other							Conventional Private Loan
346-181-35	1617 Oak Street	Habitat for Humanity homes	Y	Other	Other						Dead restriction provided by DDA 2014-01
346-181-30	1621 Oak Street	Habitat for Humanity homes	Y								Dead restriction provided by DDA 2014-01

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

(CCR Title 25 §6202)

Jurisdiction	Piacentia	
Reporting Year	2018	(Jan. 1 - Dec. 31)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2								3	4	
Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	2021	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	112						49				49	63
	Non-Deed Restricted												
Low	Deed Restricted	81										81	81
	Non-Deed Restricted												
Moderate	Deed Restricted	90						2				33	57
Above Moderate	Non-Deed Restricted	209		11	10	10							
Total RHNA		492		35	45	23	9	3				115	84
Total Units 44				46	65	33	9	64				197	295

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Placencia
Reporting Year	2018 (Jan 1 - Dec 31)

Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
HE-1.1: Manufactured Housing	Use of Manufactured Housing	1-Jun-10	Completed. Staff reviewed the use of manufactured housing and is encouraging manufactured housing use through contacting distributors for information.
HE-1.2: Locale Housing Near Transportation, Employment and Services	Proximity to transportation employment and services	Ongoing	Ongoing. This remains a high priority of the City as the construction of the Placencia Metrolink Station is scheduled to start late 2019. The City Council approved and adopted the Transit Oriented Development (TOD) Packing House District near the future Metrolink Station on April 18, 2017 which allows densities up to 95 du/acre. To date, 633 units have been entitled in the TOD District. On July 18, 2017, the Old Town Zoning District was adopted (Ordinance No. O-2017-05) by City Council and the Development Standards include a sub-area allowing high density housing by right without a public hearing, at a density up to 65 dwelling units per acre. Both the TOD and Old Town Zoning Districts are immediately adjacent to the Placencia Metrolink Station.
HE-1.3: Pursue County, State and Federal Funds	Increase use of County, State and Federal funds	Ongoing	Ongoing. The City is continually reviewing grant funding opportunities for housing developments and is actively pursuing County and State funds, including transportation circulation grants provided by the State Department of Transportation and SCAG. In partnership with SCAG, the City Council recently approved formation of an EIFD in the Old Town Zoning District that will result in \$8.2 million in funding for infrastructure related to transit oriented development.
HE-1.4: Emergency Shelters and Transitional and Supportive Housing	Zoning for Emergency Shelters, transitional and supportive housing	1-Dec-09	Completed. On May 7, 2016 the City Council approved Ordinance No. O-2013-08 to amend Title 23 (Zoning Ordinance) of the Placencia Municipal Code Pertaining to Emergency Shelters, Supportive and Transitional Housing Facilities, Single Room Occupancies and Provisions for Reasonable Accommodations for Persons with Disabilities, including Standards and Procedures Thereof.
HE-1.5: Infrastructure Program	Reduce constraints associated with infrastructure	Ongoing	Ongoing. The City annually reviews development costs and opportunities for removing constraints due to the high cost of infrastructure improvements. The City is near build-out with infrastructure mostly in place. Infrastructure near proposed Metrolink Station is a strong candidate for competitive grant funding. The City is continually reviewing grant funding opportunities for housing developments and is actively pursuing County and State funds, including transportation circulation grants provided by the State Department of Transportation and SCAG. In partnership with SCAG, the City Council recently approved formation of an EIFD in the Old Town Zoning District that will result in \$8.2 million in funding for infrastructure related to transit oriented development.
HE-1.6: Development Processing System Review	Minimize development review/processing time	Ongoing	Completed/Ongoing. The City annually reviews its development processing procedures and has adopted several streamlined procedures in the last three years. Ordinance No. O-2017-05 adopted by City Council in July 2017 codifies Old Town Development Standards including a sub-area allowing high density housing by right without a public hearing, reducing development processing timeframes, allowing housing at a density up to 65 dwelling units per acre.
HE-1.7: Vacant and Underutilized Land Inventory	Inventory of vacant and underutilized land	Annual	Ongoing. The City provides the inventory of vacant and underutilized lands upon request and routinely discusses these parcels with developers. In FY 17-18, the City has budgeted consulting services with an private economic development firm to assist with identifying up-to-date inventory of vacant and underutilized land. The City is in the process of selling these vacant lands to qualified developers.
HE-1.8: Adequate Sites for Housing Development	Rezone a minimum of 1.27 acres to permit residential development at a minimum density of 30 du/ac	1-Dec-09	Completed. Ordinance No. O-2017-05 adopted by the City Council in July 2017 codifies the Old Town District Development Standards which includes a sub-area allowing high density residential housing by right without a discretionary review nor public hearing, at a density up to 65 dwelling units per acre for an area exceeding 1.27 acres. The maximum density for this sub-area is up to 65 dwelling units/acre.
HE-1.9: Monitoring of Constructed Units Based on Income Level	Tracking performance by income level	Ongoing	Ongoing. Forms have been developed to gain the information at the time a building permit is issued.
HE-1.10: Encourage Development of Housing for Extremely Low-Income Households	11 Extremely low income units by 2014	1-Jun-10	Completed. The issuance of permits for 49 very low income units in 2018 (the Veteran's Village development) contributes to achieving this goal. The City is reviewing other incentive programs to implement. The City has increased its contacts with non-profit developers regarding affordable housing opportunities. The elimination of redevelopment set aside funds severely restricts this effort.
HE-1.11: Amend the Density Bonus Ordinance	Review and Revise Density Bonus Ordinance	1-Dec-09	Completed. The City's density bonus ordinance was reviewed and the City will follow changes in State law relating to such bonuses.
HE-1.12: Development of Senior Housing	Senior Housing Development	Ongoing	Ongoing. The City provides incentives and density bonuses for senior housing development.
HE-1.13: Development of Housing for Larger Families	Housing Units with larger bedroom counts	1-Jun-10	Ongoing. The City has not implemented an incentive program. The elimination of redevelopment funds severely restricts this effort. The City is reviewing incentive programs to implement. The City has increased its contacts with non-profit developers regarding affordable housing opportunities.
HE-1.14: Housing for Persons with Special Needs	Housing Units for households with special needs	1-Jun-10	Completed/Ongoing. The City has not implemented an incentive program at this time, however the issuance of permits for 49 very low income units in 2018 (the Veteran's Village development) contributes to this as qualified residents must be Veterans who are homeless or at risk of homelessness and the development will provide "wrap around" services to provide vocational training, mental health services, job placement, and more. The City has also identified potential parcels for additional special needs housing.
HE-1.15: Redevelopment Agency Housing Set-Aside Fund	20% of tax increment for Housing Set-Aside	Eliminated	Eliminated by the Governor and State Legislature. The elimination of redevelopment funds severely restricts our ability to create affordable housing.
HE-1.16: Transit-Oriented Development	Encourage Transit-Oriented Development	1-Dec-09	Completed and ongoing. The City Council approved and adopted the Transit Oriented Development (TOD) Packing House District near the future Metrolink Station on April 18, 2017 which allows densities up to 95 du/acre. To date, 633 units have been entitled in the TOD District. On July 18, 2017, the Old Town Zoning District was adopted (Ordinance No. O-2017-05) by City Council and the Development Standards include a sub-area allowing high density housing by right without a public hearing, at a density up to 65 dwelling units per acre. Both the TOD and Old Town Zoning Districts are immediately adjacent to the Placencia Metrolink Station and allow Transit Oriented Development. The City continues to work with developers on Transit Oriented Development opportunities connected with the forthcoming Placencia Metrolink Station. Incentives include the utilization of City owned property as well as reduced parking requirements and densities up to 95 dwelling units per acre for the TOD Zone and up to 65 dwelling units per acre for the Old Town Zone, both of which surround the proposed facility.
HE-1.17: Single-Room Occupancy Units (SROs)	Amend Zoning Code to include SRO's	1-Dec-09	Completed. On May 7, 2016 the City Council approved Ordinance No. O-2013-08 to amend Title 23 (Zoning Ordinance) of the Placencia Municipal Code Pertaining to Emergency Shelters, Supportive and Transitional Housing Facilities, Single Room Occupancies and Provisions for Reasonable Accommodations for Persons with Disabilities, including Standards and Procedures Thereof.
HE-1.18: Review and Revise Residential Parking Requirements	Review/Revise residential parking requirements	1-Dec-09	Partially completed. The City will review and propose amendments to its city-wide residential parking requirements during the forthcoming General Plan and Zoning Code updates. The City has already adopted significantly reduced parking requirements for the newly adopted Transit Oriented Development (TOD) Zone and Old Town District Zone, both of which were adopted in 2017.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
HE-1.19: Encourage and Facilitate Lot Consolidation	Encourage and Facilitate Lot Consolidation	1-Jun-10	Completed and Ongoing. The City is not in a financial position to incentivize lot consolidation but will address potential regulatory incentives through the General Plan, Zoning Code, and newly adopted Transit Oriented Development (TOD) Zone and Old Town Zone, both of which were adopted in 2017 and both of which encourage lot consolidation. To date, 633 units have been entitled in the TOD District. One development consists of two lots being consolidated to accommodate the new TOD development and the other consists of seven lots consolidated to accommodate the new TOD development.
HE-2.1: Support of Regional Fair Housing Efforts	Fair Housing Activities	Ongoing	Ongoing. The City continues to support the Fair Housing Council of Orange County and to refer members of our community to the Council for counseling, mediation and low-cost advocacy for housing related needs.
HE-2.2: Section 8 Rental Assistance	187 Vouchers	Annual	Ongoing. The City continues to partner with the Orange County Housing Authority to receive vouchers for Placentia residents.
HE-2.3: Reasonable Accommodation Procedures	Adopt reasonable accommodation procedures	1-Dec-09	Completed. On May 7, 2016 the City Council approved Ordinance No. O-2013-08 to amend Title 23 (Zoning Ordinance) of the Placentia Municipal Code Pertaining to Emergency Shelters, Supportive and Transitional Housing Facilities, Single Room Occupancies and Provisions for Reasonable Accommodations for Persons with Disabilities, including Standards and Procedures Thereof.
HE-2.4: Comprehensive Housing Resource Directory	Housing Resource Directory	1-Jun-10	Completed. The City does not have the resources to develop its own directory but works with the Orange County Community Resources Department to provide information and direct residents to their online housing resource area for information.
HE-3.1: Community Based Neighborhood Rehabilitation	Conserve and Improve existing residential neighborhoods	Ongoing	Ongoing. The City created a Neighborhood Services Division in order to foster increased neighborhood services to include the coordination of CDBG funded rehabilitation. This Office is responsible for the rehabilitation program and is working with specific neighborhoods on community-centered programs.
HE-3.2: Neighborhood Identity	Creation of Neighborhood Identity	Ongoing	Ongoing. Through the City's Neighborhood Services Division, the City continues to work with neighborhoods to foster their sense of identification.
HE-3.3: Placentia Rehabilitation Grant Program	72 units provided rehabilitation grants	1-Jun-14	Ongoing/Completed. The City is very successful in implementing the CDBG rehabilitation program. The City is on track to exceed the identified number of units rehabilitated.
HE-3.4: Acquisition and Rehabilitation	18 units of acquired and/or rehabbed affordable housing units	1-Jun-14	Ongoing, but severely restricted due to the elimination of redevelopment. Due to demise of redevelopment, the City may not meet this goal.
HE-3.5: Energy Conservation	Programs for energy conservation/reduced utility costs	1-Dec-09	Completed. The City has utilized federal Energy Efficiency & Conservation Block Grants to provide material and energy efficient products to residents in order to promote energy efficiency. Additionally, on December 6, 2016, the City Council adopted Ordinance No. O-2016-07 adopting the new 2016 California Building Codes, including the latest Green Building Code and the City Council has authorized incentivizing increased compliance with Title 24 through building permit fee reduction.
HE-3.6: Sustainable Building Practices	Encourage Green Building practices	1-Dec-10	Completed. The City has reviewed Green Building best practices and adopted the 2016 Green Building Code. As more information is made available, the City has made it available on its website and at the Development Services counter for public consumption.
HE-3.7: Monitoring At-Risk Units	Encourage the preservation and extension of "at-risk" units. Prevent blight and deterioration in neighborhoods	1-Dec-10	Ongoing. The City continues to work with the County of Orange Community Resources department to target at-risk projects and seek assistance from the County and non-profit housing groups to continue monitoring and implementing a strategy to preserve such units. Separately, the City is currently partnering with a non-profit to possibly apply for a Federal grant.
HE-3.8: Vacant Building Ordinance	Prevent blight and deterioration in neighborhoods	Ongoing	Completed and ongoing. On May 7, 2013 the City Council adopted Ordinance No. O-2013-02 pertaining to the maintenance and rehabilitation of long term boarded and vacant building. The City continues to enforce the Vacant Building Ordinance through its Code Enforcement, Planning, and Building Divisions.
HE-4.1 Partnerships with Housing Industry	Establish partnerships with non-profit and for-profit housing developers	Ongoing	Ongoing. The City began to establish, and continues to do establish, relationships with non-profit and for-profit housing partners. The City issued building permits for 49 very low income units in 2018 (the Veteran's Village development) and qualified residents must be Veterans who are homeless or at risk of homelessness and the development will provide "wrap around" services to provide vocational training, mental health services, job placement, and more. The City has also identified potential parcels for additional special needs housing.
HE-4.2: Participation in Continuum of Care Forum	Continue participating in the County of Orange Continuum of Care Forum	Ongoing	The City continues to participate with the County of Orange Continuum of Care Forum and has actively responded to the needs of the County in providing letters of support and other requested material in support of funding applications to the Federal government.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Placentia	
Reporting Period	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
 Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Date Entry Below									

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Placentia
Reporting Period	2018 (Jan. 1 - Dec. 31)

Note: + Optional field
 Cells in grey contain auto-calculation formulas

Table F
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)

This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).

Activity Type	Units that Do Not Count Towards RHNA* Listed for Informational Purposes Only				Units that Count Towards RHNA* Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1*
	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	Extremely Low-Income*	Very Low-Income*	Low-Income*	TOTAL UNITS*	
Rehabilitation Activity	2			2					Housing Rehabilitation Program
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income	2			2					

Jurisdiction	Placentia	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		494
Total Units 44		494

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Applications Summary	
Total Housing Applications Submitted:	9
Number of Proposed Units in All Applications Received:	555
Total Housing Units Approved:	445
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF PUBLIC WORKS
DATE: MARCH 19, 2019
SUBJECT: **STUDY SESSION - CITYWIDE FIBER OPTIC DEPLOYMENT OPTIONS**

FISCAL
IMPACT: There is no fiscal impact associated with the recommended action.

SUMMARY:

A City Council Study Session on Citywide fiber optic deployment models and financing options is presented for consideration and for City Council to provide further direction to Staff.

RECOMMENDATION:

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

Receive and file this report and direct Staff accordingly.

DISCUSSION:

The City was recently approached by a company that builds and operates community fiber optic networks that are marketed and leased to Internet Service Providers. This company is currently undertaking such a project for the City of Fullerton and the purpose of the contact was to open discussions for building a similar network in Placentia. The goal of building any Citywide fiber optic network is to provide high-speed Internet access to every home and business in the City.

The City Council has requested to review the feasibility of such a project and how it could be structured and financed. A Study Session discussion on this subject has been placed on the Council agenda for its consideration and to provide further direction to Staff.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

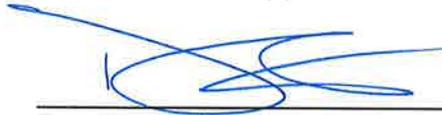
3. a.
March 19, 2019

Prepared by:



Luis Estevez
Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Presentation on Citywide Fiber Optic Deployment

Citywide Fiber Optic Deployment Options



City Council Study Session
March 19, 2019

ATTACHMENT 1



Background

- Consumer demand for faster Internet speeds and greater bandwidth continues to increase.
- Access to high speed Internet and broadband is a key component to expansion of economic development opportunities.
- Wireless and broadband connections to the Internet are changing the way we live - residents want faster speeds to stream content in their homes on multiple devices as well as for home-based businesses.
- High speed broadband access critical to City services and operations.



How Can We Expand Access to High Speed Broadband Communications via Fiber

Three potential options to consider:

1. City-owned, installed and operated Municipal Broadband Network
2. Investor-owned, installed and operated Broadband Network leased to Internet Service Providers
3. Hybrid Model Similar to City of Ontario: City installed/owned infrastructure that is leased to Internet Service Provider to operate and market to community directly



Option	Opportunities	Constraints
1. City-owned, installed and operated Municipal Broadband Network	<ul style="list-style-type: none"> • Reduced cost to consumers or potentially free access • Connect disadvantaged communities to equal high-speed internet opportunities • Value-added benefit to residents and businesses • Potential to control costs and deliver for less than for profit private companies 	<ul style="list-style-type: none"> • Opposition from telecommunications industry • Requires creation of new City division and expertise • City pays for all infrastructure, large upfront cost
Investor-owned, installed and operated broadband network	<ul style="list-style-type: none"> • No upfront cost to City • Network is deployed to every home and business • City receives ancillary benefits to support operations 	<ul style="list-style-type: none"> • Long-term evergreen arrangement; exclusive use of City ROW • Restricts competition and competitive pricing for residents and businesses
Hybrid Model; City-owned, leased to Internet Service Provider to operate	<ul style="list-style-type: none"> • Network is deployed to every home and business • City does not have to operate system 	<ul style="list-style-type: none"> • Requires upfront capital investment by City



Overall Policy Discussion Points

- Staffing Capacity regardless of option
- Private Sector Services vs. Public Services
- Timing
 - Most OC cities have not participated
 - Small amount that have – limited data/no data analysis
- Exclusivity/Evergreen Contract for 40-50yrs.
 - No guaranteed franchise fee/revenue post 50yr period
- No control private lease rates for exclusivity – potential for cost increases for residents/bus. using City ROW. No audit of private entity.
- Developing Technology

