



Regular Meeting Agenda June 18, 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

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
June 18, 2019
5:30 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 54956.9(d)(1):
CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
Name of Case: Pike v. City of Placentia; Case CV-08-08586 DSF

2. 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

3. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (1 Case)

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
June 18, 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 Ken Milhander

PLEDGE OF ALLEGIANCE: Boy Scout Troop 723 Honor Guard

PRESENTATION:

1. Presentation by Placentia Library Board of Trustees Gayle Carline Regarding the Library's Renovation Update

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.n.):

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 June 18, 2019**

Check Register

Fiscal Impact: \$3,089,874.90

Electronic Disbursement Register

Fiscal Impact: \$ 712,271.10

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.c. **Amendment No. 1 to Public Works Agreement with Suntrek Industries, Inc.**

Fiscal Impact: Expense: \$ 33,632
\$ 10,000 FY 2018-19 General Fund Operating Budget
\$ 14,000 FY 2018-19 Special Grant Fund (St. Jude)
\$ 9,632 FY 2019-20 General Fund Operating Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Public Works Agreement with Suntrek Industries, Inc. for an additional not-to-exceed amount of \$15,855 of which the remaining balance owed to the vendor is \$9,632 and will be paid in FY 2018-19 through savings in other line items; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.d. **Award of Contract to the PM Group in the Amount of \$30,679 for the Design and Printing Services for the Publication of the Placentia Palm Quarterly**

Fiscal Impact: Expense: \$ 30,679 Fiscal Year 2019-20 General Fund Operating Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve a three (3) year agreement with PMG for a not-to-exceed annual amount of \$30,679, with the option to extend for two (2) additional one-year extensions; and
- 2) Authorize the City Administrator to approve the eligible contract term extensions for two (2) additional one-year terms, based upon contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$30,679, or \$33,747; and
- 3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.e. **Award of Contract for Senior Transportation Services to Keolis Transit Services, LLC.**

Fiscal Impact: Expense: \$ 65,000
Offsetting Revenue: \$ 52,000 OCTA Measure M Funding
\$ 13,000 Air Quality Management District Funds

Recommended Action: It is recommended that the City Council:

- 1) Approve a three (3) year Professional Services Agreement with Keolis Transit Services, LLC. for senior transportation services from the date that the agreement is fully executed in a not-to-exceed annual amount of \$65,000 with the option to extend for two (2) additional one-year terms; and
- 2) Authorize the City Administrator to approve the eligible contract term extensions for two (2) additional one-year terms, based on contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$65,000 or \$71,500; and
- 3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.f. **Award Professional Services Agreement to Totum Corporation for Design and Construction Management Services for the Navigation Center Located at 731 S. Melrose Street**

Fiscal Impact: Expense: \$522,500 Homeless Emergency Aid Program (HEAP) Funding
Budgeted: \$522,500 Homeless Emergency Aid Program (HEAP) Funding

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Totum Corporation for design and construction management services for the Navigation Center located at 731 S. Melrose in a not-to-exceed amount of \$475,000; and
- 2) Authorize the City Administrator to approve contract change orders up to 10%, or \$47,500; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

- 1.g. **Award of Contract for City Pool and Fountain Maintenance Services**
Fiscal Impact: Expense: \$39,588 Annual Contract Amount
 To Be Budgeted: \$39,588 FY 2019-20 Operating Budget
Recommended Action: It is recommended that the City Council:
- 1) Approve a Maintenance Services Agreement with The Illini Companies, Inc. DBA Commercial Aquatic Services for Pool and Fountain Maintenance Services for an amount not-to-exceed \$118,764 for an initial three (3) year contract term ending June 30, 2022, with the option to extend for two (2) additional one-year terms for an amount not-to-exceed \$39,588 per year; and
 - 2) Authorize the City Administrator to approve contract change orders up to 10% of the annual contract average of \$39,588; 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 extensions for two (2) additional one-year terms based upon contractor performance and at the discretion of the City.
- 1.h. **Measure M Eligibility Application Package for Fiscal Year 2019-20**
Fiscal Impact: Revenue: \$859,500 In Estimated Measure M Funds
Recommended Action: It is recommended that the City Council:
- 1) Approve the Measure M Eligibility Application Package for FY 2019-20; and
 - 2) Approve Resolution No. R-2019-25, A Resolution of the City Council of the City of Placentia concerning the status and update of the Circulation Element and Mitigation Fee Program for the Measure M (M2) Program; and
 - 3) Authorize Staff to submit the Measure M Eligibility application package to OCTA which includes a seven (7) year Capital Improvement Program (CIP).
- 1.i. **Fiscal Year 2019-20 Special Tax Rate for Community Facilities District No. 2018-01 Transit Oriented District Maintenance Services**
Fiscal Impact: Revenue: \$27,617 Fiscal Year 2019-20
Recommended Action: It is recommended that the City Council:
- 1) Adopt Resolution R-2019-26, A Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2018-01 (TOD Maintenance Services); and
 - 2) Authorize inclusion of the Annual Special Tax for Community Facilities District 2018-01 (TOD Maintenance Services) for Fiscal Year 2019-20 on the Orange County Secured Property Tax Roll.
- 1.j. **Fiscal Year 2019-20 Annual Special Tax Rate for Community Facilities District No. 2014-01 Public Safety Services**
Fiscal Impact: Revenue: Maximum of \$34,747 Fiscal Year 2019-20
Recommended Action: It is recommended that the City Council:
- 3) Adopt Resolution R-2019-27, A Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2014-01 (Public Services); and
 - 4) Authorize inclusion of the Annual Special Tax for Community Facilities District 2014-01 (Public Services) for Fiscal Year 2019-20 on the Orange County Secured Property Tax Roll.
- 1.k. **PULLED**

- 1.l. **Resolution Approving the Infrastructure Financing Plan (“IFP”) for the Placentia Enhanced Infrastructure Financing District (“Placentia EIFD”)**
Fiscal Impact: Up to \$9.1 Million in Property Tax Increment Revenue over Approx. 20 years
Recommended Action: It is recommended that the City Council:
- 1) Adopt Resolution No. R-2019-28, A Resolution of the City Council of the City of Placentia, California approving the Infrastructure Financing Plan for Placentia Enhanced Infrastructure Financing District and the allocation of the City’s incremental tax revenue from the project area pursuant to Government Code Section 53398.75 *et seq*; and
 - 2) Authorize the City Administrator, or his designee, to execute all documents necessary, substantially in a form approved by the City Attorney.
- 1.m. **Contract Extension with the Pun Group, Inc. for Financial Auditing Services for Fiscal Year 2019-2020 with an Option for 2020-2021**
Fiscal Impact: Expense: \$ 74,306 (Fiscal Year 2019-2020)
\$ 76,535 (Fiscal Year 2020-2021)
Recommended Action: It is recommended that the City Council:
- 1) Approve Amendment No. 1 to the Professional Services Agreement with the Pun Group for a one-year extension for Fiscal Year 2019-2020 in an amount not-to-exceed \$74,306; and
 - 2) Authorize the City Administrator to extend the contract for another one-year term pending satisfactory performance, in an amount not-to exceed \$76,535; and
 - 3) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.
- 1.n. **Annual Appropriations Limit for Fiscal Year 2019-20**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
- 1) Approve the use of the County’s population growth and California per capita income growth as determined by the State Department of Finance for the calculation of the Fiscal Year 2019-20 Annual Appropriation Limit; and
 - 2) Adopt Resolution R-2019-29, A Resolution of the City Council of the City of Placentia, California, approving and adopting the Annual Appropriations Limit for the Fiscal Year 2019-20 in the amount of \$92,770,169.

2. PUBLIC HEARINGS:

- 2.a. **Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Landscape Maintenance District 92-1**
Fiscal Impact: Expenditure: \$447,200
Revenue: \$439,700 (Recouped Through Assessments)
- | | | |
|------------------------------|------------|---------|
| Single Family Residential: | \$154.87 | /Parcel |
| Commercial/Industrial: | \$1,548.70 | /Acre |
| Multiple Family Residential: | \$108.41 | /Unit |
| Undeveloped: | \$774.35 | /Parcel |
- Recommended Action: It is recommended that the City Council:
- 1) Open the Continued Public Hearing concerning the levy and collection of assessments within the Landscape Maintenance District 92-1; and
 - 2) Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
 - 3) Close the Public Hearing; and
 - 4) Adopt Resolution No. R-2019-30, A Resolution of the City Council of the City of Placentia approving Engineer’s Report, confirming diagram and assessment, and ordering levy of continued assessments for Fiscal Year 2019-20 for Placentia Landscape Maintenance District No. 92-1.

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

Fiscal Impact: (Recouped Through Assessments) \$154,400.00

Single Family Residential:	\$27.38	/Parcel
Commercial/Industrial:	\$164.28	/Acre
Tentative/Final Map:	\$8.21	/Unit

Recommended Action: It is recommended that the Housing Successor Agency Board:

- 1) Open the Continued Public Hearing concerning the levy and collection of assessments within the Placentia Street Lighting District 81-1; and
- 2) Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2019-31, A Resolution of the City Council of the City of Placentia approving Engineer's Report, confirming diagram and assessment, and ordering levy of continued assessments for Fiscal Year 2019-20 for Placentia Street Lighting District No. 81-1.

2.c. **Annual Adjustment to Solid Waste Handling Services Rates for Fiscal Year 2019-20**

Fiscal Impact: There is no direct fiscal impact to the City's budget associated with the recommended actions.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the Solid Waste Handling Services Rate Adjustment and related resolutions for Fiscal Year 2019-20; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing and direct City Clerk to tabulate the written protests and report the results of the tabulation to the City Council; and
- 4) Adopt Resolution No. R-2019-32, A Resolution of the City Council of the City of Placentia, California approving the Amended Fee Schedule for Solid Waste Handling Services for Fiscal Year 2019-20; and
- 5) Adopt Resolution No. R-2019-33, A Resolution of the City Council of the City of Placentia, California authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County property tax rolls for Fiscal Year 2019-20; and
- 6) Approve Amendment No. 10 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
- 7) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

2.d. **Public Hearing No. 1 Regarding the Proposal to Adjust the Boundaries of the Council District Map**

Fiscal Impact: Expenditures: \$47,612 (to date)

Recommended Action: It is recommended that the City Council:

- 1) Open and conduct Public Hearing No. 1 to receive public comments regarding the 2019 Adjusted Map containing the proposed adjustments of boundaries and other matters related to the adjustment of boundaries for council district elections; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing.

2.e. **City of Placentia Annual Budget, Capital Improvement Program (CIP) Budget, & Position Allocation Plan for Fiscal Year 2019-20**

<u>Fiscal Impact:</u>	<u>Est. Revenues</u>	<u>Appropriations</u>
General Fund	\$38,055,700	\$38,263,900
General Fund Reserves	1,400,000	0
Special Revenue Funds	13,505,810	12,778,800
Debt Service Fund	484,500	484,500
Enterprise Funds	3,958,900	4,291,300
Internal Service Funds	2,412,200	2,398,700
Total	\$59,817,110	\$58,217,200

Capital Improvement Program Appropriations: \$5,900,500

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the City of Placentia Budget for Fiscal Year 2019-20 and Capital Improvement Program (CIP) for Fiscal Year 2019-20; and
- 2) Receive the Staff Report and consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2019-34, A Resolution of the City Council of the City of Placentia, California, taking actions necessary to adopt the Fiscal Year 2019-20 Annual Budget; adopt the Fiscal Year 2019-20 Capital Improvement Program (CIP) budget; and authorize the Position Allocation Plan and Compensation Plan for Fiscal Year 2019-20.

3. REGULAR AGENDA:

3.a. **Professional Services Agreement with Lincoln Public Safety Management**

Fiscal Impact: Expense: Not-to-Exceed \$187,500

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Lincoln Public Safety Management for a total not-to-exceed amount of \$187,500; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, July 9, 2019 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

- Award Contract for ADA Ramp Reconstruction Project
- Agreement for HSIP Cycle 9 Traffic Safety Improvement Project (Tentative)
- Yorba Linda Water District Billing Agreement
- Surplus of City Vehicles
- Agreement for Alarm Monitoring
- CNG and Electric Vehicle Charging Station Lease Agreement
- Orange County Trust Fund
- Media Production Contract Services
- TTM 18129 (16-Unit Condo Subdivision)
- Amendment to Agreement with Carl Warren & Company

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 June 18, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on June 13, 2019.

Rosanna Ramirez, Director of Administrative Services

City of Placentia
Check Register
For 06/18/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 3,089,874.90

Check Totals by ID

AP	3,089,874.90
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 3,089,874.90

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	187,838.32
208-Sccssr Agency Ret Oblg (0054)	17.40
210-Measure M (0018)	31,956.80
224-Asset Seiz 15% Training (0073)	317.59
227-Explorer Grant NOC (0076)	990.40
228-NOC-Public Safety Grant(0061)	48,625.00
229-Comm Trans Hous Grant (0062)	184.99
231-Placentia Reg Nav Cent(0078)	2,728,714.40
265-Landscape Maintenance (0029)	5,632.24
275-Sewer Maintenance (0048)	411.05
280-Misc Grants Fund (0050)	25,019.87
401-City Capital Projects (0033)	34,327.56
501-Refuse Administration (0037)	24,946.43
601-Employee Health & Wlfre (0039)	474.85
701-Special Deposits (0044)	418.00

Check Total: 3,089,874.90

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 06/11/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALL CITY MANAGEMENT V000005	4/21-5/4 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP053019	3,393.25	61412	P11361	00101401	05/30/2019
					Check Total:	3,393.25			
MW OH	AMERICAN FIDELITY V011191	#94969 P/E 5/18 PD 5/24	0010-2155 Per Sec Plan - Opt. Life	AP053019	35.10	B890708		00101402	05/30/2019
MW OH	AMERICAN FIDELITY V011191	#94969 P/E 5/18 PD 5/24	395000-2187 Voluntary Plan Life	AP053019	474.85	B890708		00101402	05/30/2019
					Check Total:	509.95			
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	101.75	178888		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	178895		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	182865		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	182867		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	183724		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	192694		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	192715		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	192837		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	192839		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75	192848		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75	192849		00101403	05/30/2019

**City of Placentia
Check Register
For 06/11/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 193434		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 193439		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 193710		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 193713		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 193916		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 194171		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 194174		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 194195		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 194737		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 194743		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 195041		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 195113		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 195126		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 195132		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 195299		00101403	05/30/2019

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MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 195355		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 195378		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 195383		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 195386		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 196232		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 197509		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 197530		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 197570		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JAN 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 197960		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 198106		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 198131		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	185.00 198148		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 198152		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 198170		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	101.75 198173		00101403	05/30/2019

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MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	101.75	198181		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	198184		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	199084		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75	199159		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	101.75	199162		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	JUNE 2018 TOWING SVS	103047-6181 Towing Services	AP053019	185.00	199168		00101403	05/30/2019
MW OH	ANAHEIM FULLERTON V006631	DEC 2017 TOWING SVS	103047-6181 Towing Services	AP053019	101.75	200247		00101403	05/30/2019
Check Total:					7,131.75				
MW OH	AT&T V004144	APRIL-MAY PHONE CHARGES	109595-6215 Telephone	AP053019	1,611.04	051219		00101405	05/30/2019
MW OH	AT&T V004144	APRIL-MAY PHONE CHARGES	296561-6215 Telephone	AP053019	509.68	051219		00101405	05/30/2019
Check Total:					2,120.72				
MW OH	AT&T V011189	SURVEILLANCE ACTIVATION FEE	103042-6290 Dept. Contract Services	AP053019	565.00	312331		00101406	05/30/2019
Check Total:					565.00				
MW OH	ATHENS SERVICES V006622	APRIL STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP053019	14,866.43	6608412	P11440	00101407	05/30/2019
Check Total:					14,866.43				
MW OH	AXIS GENERAL V011183	PUMP STATION INSPECTIONS	103652-6099 Professional Services	AP053019	520.00	6548		00101408	05/30/2019
MW OH	AXIS GENERAL	PUMP STATION INSPECTIONS	103652-6099 / 21010-6099	AP053019	130.00	6548		00101408	05/30/2019

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	V011183		Professional Services					
MW OH	AXIS GENERAL V011183	PUMP STATION INSPECTIONS	103652-6099 / 21009-6099 Professional Services	AP053019	130.00 6548		00101408	05/30/2019
				Check Total:	780.00			
MW OH	BEE MAN, THE V000117	BEE REMOVAL AT WHITTEN CENTER	03654-6130 Repair & Maint/Facilities	AP053019	275.00 102425		00101409	05/30/2019
				Check Total:	275.00			
MW OH	BIGGS CARDOSA V010461	JAN ENGINEERING SVS	331801-6185 Construction Services	AP053019	34,327.56 75584R	P11399	00101410	05/30/2019
				Check Total:	34,327.56			
MW OH	BOYACK, KIM V011152	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP053019	47.00 PK476077		00101411	05/30/2019
				Check Total:	47.00			
MW OH	CALIFORNIA STATE V006510	DEC 2018 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP053019	192.88 18-1396		00101412	05/30/2019
MW OH	CALIFORNIA STATE V006510	DEC 2018 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP053019	635.00 18-1409		00101412	05/30/2019
MW OH	CALIFORNIA STATE V006510	DEC 2018 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP053019	142.87 18-1425		00101412	05/30/2019
MW OH	CALIFORNIA STATE V006510	DEC 2018 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP053019	533.75 18-1475		00101412	05/30/2019
MW OH	CALIFORNIA STATE V006510	JAN 2019 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP053019	667.88 19-0014		00101412	05/30/2019
MW OH	CALIFORNIA STATE V006510	JAN 2019 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP053019	542.50 19-0020		00101412	05/30/2019
MW OH	CALIFORNIA STATE V006510	JAN 2019 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP053019	342.87 19-0041		00101412	05/30/2019
MW OH	CALIFORNIA STATE V006510	FEB 2019 CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP053019	78.75 19-102		00101412	05/30/2019

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				Check Total:	3,136.50				
MW OH	CBE V008124	4/20-5/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP053019	82.41	IN2147054		00101413	05/30/2019
				Check Total:	82.41				
MW OH	COUNTY OF ORANGE V008881	MAY AFIS SERVICES	103040-6290 Dept. Contract Services	AP053019	2,108.00	SH 53070	P11394	00101414	05/30/2019
				Check Total:	2,108.00				
MW OH	DEPARTMENT OF JUSTICE V000213	APRIL LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP053019	322.00	372484		00101415	05/30/2019
MW OH	DEPARTMENT OF JUSTICE V000213	APRIL LIVESCAN PROCESSING	101512-6099 Professional Services	AP053019	548.00	372484		00101415	05/30/2019
MW OH	DEPARTMENT OF JUSTICE V000213	APRIL LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP053019	96.00	372484		00101415	05/30/2019
				Check Total:	966.00				
MW OH	ENTENMANN-ROVIN CO V000342	SERVICE MEDALS FOR PD	103040-6299 Other Purchased Services	AP053019	408.71	0143652		00101416	05/30/2019
				Check Total:	408.71				
MW OH	FACTORY MOTOR PARTS V010842	BOOT KIT	103658-6134 Vehicle Repair & Maintenance	AP053019	22.86	102-074318		00101417	05/30/2019
MW OH	FACTORY MOTOR PARTS V010842	STABILIZER BAR LINK KIT	103658-6134 Vehicle Repair & Maintenance	AP053019	15.73	102-074367		00101417	05/30/2019
MW OH	FACTORY MOTOR PARTS V010842	TRANSMISSION FILTER	103658-6134 Vehicle Repair & Maintenance	AP053019	10.51	102-074580		00101417	05/30/2019
MW OH	FACTORY MOTOR PARTS V010842	OIL PRESSURE FILTER	103658-6134 Vehicle Repair & Maintenance	AP053019	49.26	102-074590		00101417	05/30/2019
MW OH	FACTORY MOTOR PARTS V010842	MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP053019	51.72	102-074690		00101417	05/30/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP053019	85.47	12-3100716		00101417	05/30/2019

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MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP053019	24.62	12-3103808		00101417	05/30/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PART	103658-6134 Vehicle Repair & Maintenance	AP053019	6.42	12-3105139		00101417	05/30/2019
MW OH	FACTORY MOTOR PARTS V010842	ENGINE OIL FILTER	103658-6134 Vehicle Repair & Maintenance	AP053019	21.38	12-3105228		00101417	05/30/2019
MW OH	FACTORY MOTOR PARTS V010842	STEERING SHIFT TUBE	103658-6134 Vehicle Repair & Maintenance	AP053019	36.06	12-3105438		00101417	05/30/2019
MW OH	FACTORY MOTOR PARTS V010842	SHIFT TUBE	103658-6134 Vehicle Repair & Maintenance	AP053019	41.76	164-016511		00101417	05/30/2019
Check Total:					365.79				
MW OH	FAIRWAY FORD V000376	MOTOR SENSOR	103658-6134 Vehicle Repair & Maintenance	AP053019	101.26	248263		00101418	05/30/2019
MW OH	FAIRWAY FORD V000376	CABLE ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP053019	93.96	248410		00101418	05/30/2019
Check Total:					195.22				
MW OH	FEDEX V000394	SHIPPING CHARGES	109595-6325 Postage	AP053019	63.07	6-563-42556		00101419	05/30/2019
Check Total:					63.07				
MW OH	FLEET SERVICES INC V000400	ANTIFREEZE	103658-6134 Vehicle Repair & Maintenance	AP053019	61.70	01P38791		00101420	05/30/2019
Check Total:					61.70				
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN CONSTRUCTION SVS	104902-6185 Construction Services	AP053019	5,000.00	190229	P11472	00101421	05/30/2019
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN CONSTRUCTION SVS	374902-6185 Construction Services	AP053019	10,000.00	190229	P11472	00101421	05/30/2019
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN CONSTRUCTION SVS	184902-6185 Construction Services	AP053019	31,956.80	190229	P11472	00101421	05/30/2019
MW OH	G2 CONSTRUCTION INC	CATCH BASIN CONSTRUCTION SVS	504902-6185	AP053019	25,000.00	190229	P11472	00101421	05/30/2019

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	V009688		Construction Services					
				Check Total:	71,956.80			
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	109595-6335 Water	AP053019	2,685.06 050819		00101422	05/30/2019
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	296561-6335 Water	AP053019	1,113.16 050819		00101422	05/30/2019
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	296561-6335 Water	AP053019	2,594.56 050919		00101422	05/30/2019
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	109595-6335 Water	AP053019	2,673.87 050919		00101422	05/30/2019
				Check Total:	9,066.65			
MW OH	HERREN, MATT V009898	PD TRAINING MEALS, MILEAGE	103047-6250 Staff Training	AP053019	146.12 MH051319		00101423	05/30/2019
				Check Total:	146.12			
MW OH	HI SIGN V010900	PD VEHICLE GRAPHICS	103040-6299 Other Purchased Services	AP053019	598.01 8065		00101424	05/30/2019
MW OH	HI SIGN V010900	PD VEHICLE GRAPHICS	103042-6301 Special Department Supplies	AP053019	598.02 8065		00101424	05/30/2019
				Check Total:	1,196.03			
MW OH	IRVINE, JEFFREY V009851	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP053019	32.36 JI52319MM		00101425	05/30/2019
				Check Total:	32.36			
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	124.48 91433		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	35,243.17 91851		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	871.42 91853		00101426	05/30/2019
MW OH	JONES & MAYER	APRIL LEGAL SERVICES	101005-6005	AP053019	228.23 91854		00101426	05/30/2019

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	V009822		Legal Services					
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP053019	536.24 91855		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	111.71 91859		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	715.01 91860		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	20.75 91866		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	784070-6005 Legal Services	AP053019	11,618.86 91867		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	290.47 91868		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	8,066.19 91869		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	1,005.48 91870		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	44.69 91871		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	7,386.28 91874		00101426	05/30/2019
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP053019	1,978.39 91876		00101426	05/30/2019
Check Total:					68,241.37			
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MARTINEZ	103041-6360 / 50050-6360 Uniforms	AP053019	426.02 700029317		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - DEAN	103041-6360 / 50050-6360 Uniforms	AP053019	184.60 700029360		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SHIRVANY	103043-6360 / 50080-6360 Uniforms	AP053019	78.65 700029555		00101427	05/30/2019

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MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - MACCUBBIN	103041-6360 / 50040-6360 Uniforms	AP053019	120.15	700029830		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - HERNANDEZ	103043-6360 / 50080-6360 Uniforms	AP053019	156.22	700029834		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - DEAN	103041-6360 / 50050-6360 Uniforms	AP053019	223.94	700029984		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - CORTEZ	103043-6360 / 50080-6360 Uniforms	AP053019	410.70	700030174		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SHIRVANY	103043-6360 / 50080-6360 Uniforms	AP053019	19.64	700030845		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORM - HURTADO	763041-6360 / 50067-6360 Uniforms	AP053019	712.19	700031635		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	EXPLORER UNIFORM - GUTIERREZ	763041-6360 / 50067-6360 Uniforms	AP053019	273.09	700031636		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - SANCHEZ	103043-6360 / 50080-6360 Uniforms	AP053019	87.40	700031985		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - BROWN	103047-6360 / 50045-6360 Uniforms	AP053019	400.89	700031992		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - VASQUEZ	103043-6360 / 50080-6360 Uniforms	AP053019	50.20	700032053		00101427	05/30/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - VASQUEZ	103043-6360 / 50080-6360 Uniforms	AP053019	249.06	700032213		00101427	05/30/2019
Check Total:					3,392.75				
MW OH	LAMBERT, JOSEPH V010732	ICSC CONF REIMBURSEMENT	102534-6245 Meetings & Conferences	AP053019	24.75	05232019		00101428	05/30/2019
Check Total:					24.75				
MW OH	MACCUBBIN, MICHAEL V007311	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP053019	302.77	MM31919MM		00101429	05/30/2019
Check Total:					302.77				
MW OH	MARK43 INC	RECORD MGMT & DISPATCH AID	106904-6185 / 51001-6185	AP053019	59,220.00	0149		00101430	05/30/2019

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	V010565		Construction Services						
				Check Total:	59,220.00				
MW OH	MORALES, GLADYS V011192	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP053019	150.00	2002516.002		00101431	05/30/2019
				Check Total:	150.00				
MW OH	NEOFUNDS V010852	POSTAGE MACHINE SUPPLIES	109595-6325 Postage	AP053019	152.25	INV15715327		00101432	05/30/2019
				Check Total:	152.25				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP053019	121.31	63285		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP053019	105.81	63287		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP053019	40.67	63288		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP053019	123.78	63321		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP053019	85.65	63322		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES V007477 .	OFFICE SUPPLIES	103650-6315 Office Supplies	AP053019	14.48	63323		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP053019	39.99	63337		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP053019	20.51	B63285-1		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP053019	64.96	B63288-1		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES V007477	FISCAL YEAR STAMP	102020-6315 Office Supplies	AP053019	40.66	B63322-1		00101433	05/30/2019
MW OH	OFFICE INDUSTRIES	OFFICE SUPPLIES	103040-6315	AP053019	23.01	B63324-1		00101433	05/30/2019

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	V007477		Office Supplies						
				Check Total:	680.83				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP053019	442.28	1020207984		00101434	05/30/2019
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP053019	1,889.91	1020211593		00101434	05/30/2019
				Check Total:	2,332.19				
MW OH	PARS V006999	MARCH REP FEES	109595-6295 City Admin Services	AP053019	400.00	42984		00101435	05/30/2019
				Check Total:	400.00				
MW OH	PERRIN, PAUL L V010648	5/7 PRE EMPLOYMENT POLYGRAPHY	103040-6099 Professional Services	AP053019	450.00	19-10		00101436	05/30/2019
MW OH	PERRIN, PAUL L V010648	5/14 PRE EMPLOYMENT POLYGRAPHY	103040-6099 Professional Services	AP053019	675.00	19-11		00101436	05/30/2019
				Check Total:	1,125.00				
MW OH	PVP COMMUNICATIONS V010610	RIDING HELMET - HERREN	103047-6360 Uniforms	AP053019	877.01	125730		00101437	05/30/2019
				Check Total:	877.01				
MW OH	RBI TRAFFIC INC V010707	MARCH TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP053019	6,480.00	2331	P11470	00101438	05/30/2019
				Check Total:	6,480.00				
MW OH	RODRIGUEZ, JOSEPH V011058	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP053019	150.00	2002518.002		00101439	05/30/2019
				Check Total:	150.00				
MW OH	SA AQUATICS V002842	APRIL FOUNTAIN MAINT	103654-6290 / 21008-6290 Dept. Contract Services	AP053019	142.50	205003		00101440	05/30/2019
MW OH	SA AQUATICS V002842	APRIL FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP053019	142.50	205003		00101440	05/30/2019
				Check Total:	285.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	SMITH, WARD V002806	SCAG CONF HOTEL	101001-6245 Meetings & Conferences	AP053019	273.46 052119		00101441	05/30/2019
					Check Total:	273.46		
MW OH	SOUTH COAST AQMD V001190	HOT SPOT PROGRAM FEES	103654-6257 Licenses & Permits	AP053019	132.98 3445612		00101442	05/30/2019
					Check Total:	132.98		
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP053019	23.19 051119		00101443	05/30/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	109595-6330 / 21012-6330 Electricity	AP053019	14.93 051119		00101443	05/30/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP053019	114.61 051119		00101443	05/30/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	296561-6330 Electricity	AP053019	1,282.54 051119		00101443	05/30/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	109595-6330 Electricity	AP053019	5,721.57 051119		00101443	05/30/2019
MW OH	SOUTHERN CALIFORNIA V000910	APRIL-MAY ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP053019	46.38 051119		00101443	05/30/2019
					Check Total:	7,203.22		
MW OH	UNIQUE PRINTING V010259	NNO STREET BANNER	103040-6301 Special Department Supplies	AP053019	242.44 40577		00101444	05/30/2019
MW OH	UNIQUE PRINTING V010259	EZ UP FOR CERT PROGRAM	101514-6301 Special Department Supplies	AP053019	2,951.27 40585		00101444	05/30/2019
MW OH	UNIQUE PRINTING V010259	PD UNIFORMS - TURTLENECKS	103041-6360 Uniforms	AP053019	766.50 40613		00101444	05/30/2019
MW OH	UNIQUE PRINTING V010259	PRINTING SVS - PD FORMS	103040-6230 Printing & Binding	AP053019	340.02 40678		00101444	05/30/2019
					Check Total:	4,300.23		
MW OH	V & V MANUFACTURING INC	PD BADGES	103040-6299	AP053019	550.23 48160		00101445	05/30/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V010393		Other Purchased Services					
				Check Total:	550.23			
MW OH	WATERLOGIC AMERICAS LLC V010708	MAY PD WATER SERVICE	103041-6301 Special Department Supplies	AP053019	225.20 171597		00101446	05/30/2019
				Check Total:	225.20			
MW OH	WONDRIES FLEET DIVISION V001106	2018 FORD EXPLORER K9 UNIT	613041-6842 Vehicles	AP053019	37,445.94 PC94627	P11451	00101447	05/30/2019
				Check Total:	37,445.94			
MW OH	XLNT TINT WINDOW TINTING V001145	TINT PD VEHICLE FRONT WINDOW	103041-6301 Special Department Supplies	AP053019	55.25 57849		00101448	05/30/2019
				Check Total:	55.25			
MW OH	YORBA LINDA WATER V001148	MARCH-MAY WATER CHARGES	109595-6335 Water	AP053019	187.99 050619		00101449	05/30/2019
				Check Total:	187.99			
MW OH	BRYTON PRINTING INC V011194	FIRE & EMS FLYERS	101001-6001 Management Consulting Services	AP060619	2,951.46 15119		00101450	06/06/2019
				Check Total:	2,951.46			
MW OH	LAWYERS TITLE V003010	731 S MELROSE-NAVIGATION CTR	784070-6830 Land Acquisition	AP060619	2,717,095.54 IRL36135-LL-2		00101451	06/06/2019
				Check Total:	2,717,095.54			
MW OH	MOTOROLA SOLUTIONS INC V010820	INCAPX UNIT RADIO	613041-6842 Vehicles	AP060619	11,085.30 41267004	P11467	00101452	06/06/2019
				Check Total:	11,085.30			
MW OH	UNITED STATES POSTAL V001085	USPS FIRE EMS MAILERS	101001-6001 Management Consulting Services	AP060619	3,100.00 060319		00101453	06/06/2019
				Check Total:	3,100.00			
MW OH	CALIFORNIA STATE V004813	PE 6/1/19 PD 6/7/19	0010-2196 Garnishments W/H	PY19012	1,268.75 2700/1901012		00101454	06/10/2019
MW OH	CALIFORNIA STATE	PE 6/1/19 PD 6/7/19	0029-2196	PY19012	18.00 2700/1901012		00101454	06/10/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004813		Garnishments W/H						
MW OH	CALIFORNIA STATE V004813	PE 6/1/19 PD 6/7/19	0037-2196 Garnishments W/H	PY19012	69.23	2700/1901012		00101454	06/10/2019
MW OH	CALIFORNIA STATE V004813	PE 6/1/19 PD 6/7/19	0048-2196 Garnishments W/H	PY19012	156.46	2700/1901012		00101454	06/10/2019
Check Total:					1,512.44				
MW OH	FRANCHISE TAX BOARD V000404	PE 6/1/19 PD 6/7/19	0010-2196 Garnishments W/H	PY19012	48.00	2710/1901012		00101455	06/10/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 6/1/19 PD 6/7/19	0029-2196 Garnishments W/H	PY19012	6.00	2710/1901012		00101455	06/10/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 6/1/19 PD 6/7/19	0048-2196 Garnishments W/H	PY19012	6.00	2710/1901012		00101455	06/10/2019
Check Total:					60.00				
MW OH	ORANGE COUNTY V000699	PE 6/1/19 PD 6/7/19	0010-2176 PCEA/OCEA Assoc Dues	PY19012	324.79	2610/1901012		00101456	06/10/2019
MW OH	ORANGE COUNTY V000699	PE 6/1/19 PD 6/7/19	0029-2176 PCEA/OCEA Assoc Dues	PY19012	6.74	2610/1901012		00101456	06/10/2019
MW OH	ORANGE COUNTY V000699	PE 6/1/19 PD 6/7/19	0037-2176 PCEA/OCEA Assoc Dues	PY19012	2.40	2610/1901012		00101456	06/10/2019
MW OH	ORANGE COUNTY V000699	PE 6/1/19 PD 6/7/19	0076-2176 PCEA/OCEA Assoc Dues	PY19012	0.38	2610/1901012		00101456	06/10/2019
MW OH	ORANGE COUNTY V000699	PE 6/1/19 PD 6/7/19	0048-2176 PCEA/OCEA Assoc Dues	PY19012	21.63	2610/1901012		00101456	06/10/2019
Check Total:					355.94				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 6/1/19 PD 6/7/19	0029-2176 PCEA/OCEA Assoc Dues	PY19012	0.70	2615/1901012		00101457	06/10/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 6/1/19 PD 6/7/19	0010-2176 PCEA/OCEA Assoc Dues	PY19012	33.76	2615/1901012		00101457	06/10/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 6/1/19 PD 6/7/19	0076-2176	PY19012	0.04	2615/1901012		00101457	06/10/2019

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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 6/1/19 PD 6/7/19	0037-2176 PCEA/OCEA Assoc Dues	PY19012	0.25	2615/1901012		00101457	06/10/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 6/1/19 PD 6/7/19	0048-2176 PCEA/OCEA Assoc Dues	PY19012	2.25	2615/1901012		00101457	06/10/2019
Check Total:					37.00				
MW OH	PLACENTIA POLICE V003519	PE 6/1/19 PD 6/7/19	0050-2178 Placentia Police Assoc Dues	PY19012	19.87	2620/1901012		00101458	06/10/2019
MW OH	PLACENTIA POLICE V003519	PE 6/1/19 PD 6/7/19	0076-2178 Placentia Police Assoc Dues	PY19012	4.70	2620/1901012		00101458	06/10/2019
MW OH	PLACENTIA POLICE V003519	PE 6/1/19 PD 6/7/19	0010-2178 Placentia Police Assoc Dues	PY19012	2,259.26	2620/1901012		00101458	06/10/2019
MW OH	PLACENTIA POLICE V003519	PE 6/1/19 PD 6/7/19	0073-2178 Placentia Police Assoc Dues	PY19012	13.31	2620/1901012		00101458	06/10/2019
MW OH	PLACENTIA POLICE V003519	PE 6/1/19 PD 6/7/19	0061-2178 Placentia Police Assoc Dues	PY19012	87.88	2620/1901012		00101458	06/10/2019
MW OH	PLACENTIA POLICE V003519	PE 6/1/19 PD 6/7/19	0062-2178 Placentia Police Assoc Dues	PY19012	184.99	2620/1901012		00101458	06/10/2019
Check Total:					2,570.01				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/1/19 PD 6/7/19	0029-2170 Deferred Comp Payable - ICMA	PY19012	100.86	2606/1901012		00101459	06/10/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/1/19 PD 6/7/19	0073-2170 Deferred Comp Payable - ICMA	PY19012	1.51	2606/1901012		00101459	06/10/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/1/19 PD 6/7/19	0010-2170 Deferred Comp Payable - ICMA	PY19012	2,758.29	2606/1901012		00101459	06/10/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/1/19 PD 6/7/19	0061-2170 Deferred Comp Payable - ICMA	PY19012	5.88	2606/1901012		00101459	06/10/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 6/1/19 PD 6/7/19	0037-2170 Deferred Comp Payable - ICMA	PY19012	8.12	2606/1901012		00101459	06/10/2019
MW OH	VANTAGEPOINT TRANSFER	PE 6/1/19 PD 6/7/19	0054-2170	PY19012	17.40	2606/1901012		00101459	06/10/2019

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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 6/1/19 PD 6/7/19 V007191		0048-2170 Deferred Comp Payable - ICMA	PY19012	224.71	2606/1901012		00101459	06/10/2019
					Check Total:	3,116.77			
					Type Total:	3,089,874.90			
					Check Total:	3,089,874.90			

City of Placentia
Electronic Disbursement Register
For 06/18/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
					Grand Total:	398,693.30		

<u>EDR Totals by ID</u>	
AP	0.00
EP	398,693.30
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>	Void Total:	0.00
101-General Fund (0010)	154,912.44	EDR Total:	398,693.30
208-Sccssr Agncy Ret Oblg (0054)	2,131.37		
224-Asset Seiz 15% Training (0073)	843.20		
227-Explorer Grant NOC (0076)	343.10		
228-NOC-Public Safety Grant(0061)	2,270.01		
229-Comm Trans Hous Grant (0062)	6,710.42		
265-Landscape Maintenance (0029)	1,116.33		
275-Sewer Maintenance (0048)	6,039.84		
280-Misc Grants Fund (0050)	578.72		
501-Refuse Administration (0037)	1,902.91		
601-Employee Health & Wlfre (0039)	221,844.96		

Electronic Disbursement Sub Totals:	398,693.30
ACH Payroll Direct Deposit for 06/07/19:	313,577.80
Electronic Disbursement Total:	712,271.10

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	ACOSTA, JOAQUIN E000017	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00 JUNE 19		00011902	06/01/2019
				Check Total:	206.00			
EP	ALDWIR, MAMOUN E000113	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,535.05 JUNE 19		00011903	06/01/2019
				Check Total:	1,535.05			
EP	ANDERSON, MARLA E000071	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00 JUNE 19		00011904	06/01/2019
				Check Total:	549.00			
EP	ARMSTRONG, JOHN T E000046	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	854.82 JUNE 19		00011905	06/01/2019
				Check Total:	854.82			
EP	AUDISS, JAY SCOTT E000125	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,836.00 JUNE 19		00011906	06/01/2019
				Check Total:	1,836.00			
EP	BABCOCK, CHARLES A E000015	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	351.00 JUNE 19		00011907	06/01/2019
				Check Total:	351.00			
EP	BEALS, SHARLENE E000076	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00 JUNE 19		00011908	06/01/2019
				Check Total:	206.00			
EP	BERMUDEZ, ALBERT E000124	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	500.00 JUNE 19		00011909	06/01/2019
				Check Total:	500.00			
EP	BONESCHANS, DENNIS E000020	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00 JUNE 19		00011910	06/01/2019
				Check Total:	206.00			
EP	BUNNELL, DONALD E000062	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00 JUNE 19		00011911	06/01/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	549.00				
EP	BURGNER, ARTHUR E000074	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011912	06/01/2019
				Check Total:	549.00				
EP	BUSSE, MICHAEL E000131	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,406.00	JUNE 19		00011913	06/01/2019
				Check Total:	1,406.00				
EP	CHANDLER, JOHN P E000109	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,406.00	JUNE 19		00011914	06/01/2019
				Check Total:	1,406.00				
EP	CHANG, ROBERT E000107	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,303.00	JUNE 19		00011915	06/01/2019
				Check Total:	1,303.00				
EP	COBBETT, GEOFFREY E000007	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011916	06/01/2019
				Check Total:	549.00				
EP	COOK, ARLENE M E000018	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011917	06/01/2019
				Check Total:	549.00				
EP	D'AMATO, ROBERT E000056	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00	JUNE 19		00011918	06/01/2019
				Check Total:	206.00				
EP	DAVID, PRESTON E000112	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	891.00	JUNE 19		00011919	06/01/2019
				Check Total:	891.00				
EP	DAVIS, CAROLYN E000005	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011920	06/01/2019
				Check Total:	549.00				
EP	DELOS SANTOS, JAMIE	JUNE MEDICAL REIMBURSEMENT	395083-5161	ACH060119	492.63	JUNE 19		00011921	06/01/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000045		Health Insurance Premiums						
				Check Total:	492.63				
EP	DICKSON, ROBERTA JO E000011	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00	JUNE 19		00011922	06/01/2019
				Check Total:	206.00				
EP	DOWNEY, CAROL E000082	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011923	06/01/2019
				Check Total:	549.00				
EP	ECKENRODE, NORMAN E000029	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011924	06/01/2019
				Check Total:	549.00				
EP	ESCOBOSA, LILLIAN E000055	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011925	06/01/2019
				Check Total:	549.00				
EP	ESPINOZA, ROSALINDA E000016	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	585.11	JUNE 19		00011926	06/01/2019
				Check Total:	585.11				
EP	FRICKE, JUERGEN E000075	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	835.00	JUNE 19		00011927	06/01/2019
				Check Total:	835.00				
EP	FULLER, GLENN H E000081	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	835.00	JUNE 19		00011928	06/01/2019
				Check Total:	835.00				
EP	GALLANT, KAREN E000008	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011929	06/01/2019
				Check Total:	549.00				
EP	GARNER, JO ANN E000047	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011930	06/01/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	549.00				
EP	GARNER, KITTY E000080	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	854.82	JUNE 19		00011931	06/01/2019
				Check Total:	854.82				
EP	GOMEZ, DANIEL E000049	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011932	06/01/2019
				Check Total:	549.00				
EP	GRIMM, DENNIS L E000042	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	599.00	JUNE 19		00011933	06/01/2019
				Check Total:	599.00				
EP	HOLTSCLAW, KATHERINE E000121	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	492.63	JUNE 19		00011934	06/01/2019
				Check Total:	492.63				
EP	IRVINE, SUZETTE E000019	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011935	06/01/2019
				Check Total:	549.00				
EP	JENKINS, ROBERT E000084	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	584.82	JUNE 19		00011936	06/01/2019
				Check Total:	584.82				
EP	JOHNSON, SHARON E000099	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011937	06/01/2019
				Check Total:	549.00				
EP	JONES, ROBERT E000053	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	163.37	JUNE 19		00011938	06/01/2019
				Check Total:	163.37				
EP	JUDD, TERRELL E000115	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,308.00	JUNE 19		00011939	06/01/2019
				Check Total:	1,308.00				
EP	KIRKLAND, RICHARD L	JUNE MEDICAL REIMBURSEMENT	395083-5161	ACH060119	163.37	JUNE 19		00011940	06/01/2019

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	E000110		Health Insurance Premiums					
				Check Total:	163.37			
EP	LITTLE, DIANE M E000098	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	599.00 JUNE 19		00011941	06/01/2019
				Check Total:	599.00			
EP	LOOMIS, CORINNE E000122	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	586.00 JUNE 19		00011942	06/01/2019
				Check Total:	586.00			
EP	LOWREY, B J E000041	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	351.00 JUNE 19		00011943	06/01/2019
				Check Total:	351.00			
EP	MAERTZWEILER, MICHAEL E000032	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00 JUNE 19		00011944	06/01/2019
				Check Total:	549.00			
EP	MANNING, VEDA M E000063	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00 JUNE 19		00011945	06/01/2019
				Check Total:	206.00			
EP	MILANO, JAMES E000054	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00 JUNE 19		00011946	06/01/2019
				Check Total:	549.00			
EP	MILLER, RICHARD E000106	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,158.00 JUNE 19		00011947	06/01/2019
				Check Total:	1,158.00			
EP	MOORE, LARRY W E000044	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00 JUNE 19		00011948	06/01/2019
				Check Total:	206.00			
EP	OLEA, ARLENE J E000014	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00 JUNE 19		00011949	06/01/2019

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				Check Total:	549.00			
EP	PALMER, GEORGE E000094	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,158.00 JUNE 19		00011950	06/01/2019
				Check Total:	1,158.00			
EP	PASCARELLA, RICHARD E000129	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,836.00 JUNE 19		00011951	06/01/2019
				Check Total:	1,836.00			
EP	PASCUA, RAYNALD E000114	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,738.89 JUNE 19		00011952	06/01/2019
				Check Total:	1,738.89			
EP	PASPALL, MIHAJLO E000085	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	462.74 JUNE 19		00011953	06/01/2019
				Check Total:	462.74			
EP	PEREZ, ROBERT E000111	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	163.37 JUNE 19		00011954	06/01/2019
				Check Total:	163.37			
EP	PICHON, WALTER E000103	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	258.83 JUNE 19		00011955	06/01/2019
				Check Total:	258.83			
EP	PINEDA, MATEO E000127	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	511.48 JUNE 19		00011956	06/01/2019
				Check Total:	511.48			
EP	PISCHEL, STEPHEN E000130	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,306.22 JUNE 19		00011957	06/01/2019
				Check Total:	1,306.22			
EP	REDIFER, KIM R E000022	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	835.00 JUNE 19		00011958	06/01/2019
				Check Total:	835.00			
EP	RENDEN, BRIAN	JUNE MEDICAL REIMBURSEMENT	395083-5161	ACH060119	832.98 JUNE 19		00011959	06/01/2019

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	E000083		Health Insurance Premiums						
				Check Total:	832.98				
EP	REYES, ROGER T E000024	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011960	06/01/2019
				Check Total:	549.00				
EP	REYNOLDS, MATTHEW E000132	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	586.00	JUNE 19		00011961	06/01/2019
				Check Total:	586.00				
EP	RICE, RUSSELL J E000059	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,406.00	JUNE 19		00011962	06/01/2019
				Check Total:	1,406.00				
EP	RISHER, THOMAS A E000013	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011963	06/01/2019
				Check Total:	549.00				
EP	RIVERA, AIDA E000026	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00	JUNE 19		00011964	06/01/2019
				Check Total:	206.00				
EP	ROACH, MICHAEL E000105	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,406.00	JUNE 19		00011965	06/01/2019
				Check Total:	1,406.00				
EP	ROBB, SANDRA E000043	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011966	06/01/2019
				Check Total:	549.00				
EP	ROKOSZ, KEN A E000035	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	586.00	JUNE 19		00011967	06/01/2019
				Check Total:	586.00				
EP	ROSE, RICHARD D E000050	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	908.00	JUNE 19		00011968	06/01/2019

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				Check Total:	908.00				
EP	SALE, LEE R E000031	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011969	06/01/2019
				Check Total:	549.00				
EP	SANCHEZ, LAURA E000058	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00	JUNE 19		00011970	06/01/2019
				Check Total:	206.00				
EP	SCHLIEDER, BEVERLY E000120	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,518.00	JUNE 19		00011971	06/01/2019
				Check Total:	1,518.00				
EP	SMITH, WARD E000128	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,406.00	JUNE 19		00011972	06/01/2019
				Check Total:	1,406.00				
EP	SOMOYA, JOHN P E000089	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	835.00	JUNE 19		00011973	06/01/2019
				Check Total:	835.00				
EP	SOTO, PHILIP J E000052	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011974	06/01/2019
				Check Total:	549.00				
EP	SPRAGUE, GARY A E000064	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,406.00	JUNE 19		00011975	06/01/2019
				Check Total:	1,406.00				
EP	STEPHEN, JEFFREY E000119	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,498.44	JUNE 19		00011976	06/01/2019
				Check Total:	1,498.44				
EP	TAYLOR, DAVID M E000088	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	599.00	JUNE 19		00011977	06/01/2019
				Check Total:	599.00				
EP	TAYLOR, LINDA	JUNE MEDICAL REIMBURSEMENT	395083-5161	ACH060119	500.00	JUNE 19		00011978	06/01/2019

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	E000126		Health Insurance Premiums						
				Check Total:	500.00				
EP	THOMANN, DARYLL L E000101	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011979	06/01/2019
				Check Total:	549.00				
EP	TRIFOS, WILLIAM E000104	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,588.00	JUNE 19		00011980	06/01/2019
				Check Total:	1,588.00				
EP	VALENTINE, THOMAS E000118	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,406.00	JUNE 19		00011981	06/01/2019
				Check Total:	1,406.00				
EP	VERSTYNEN, WILLIAM E000092	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	163.37	JUNE 19		00011982	06/01/2019
				Check Total:	163.37				
EP	WAHL, KATHLEEN A E000030	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	206.00	JUNE 19		00011983	06/01/2019
				Check Total:	206.00				
EP	WIEST, STEPHEN E000079	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	549.00	JUNE 19		00011984	06/01/2019
				Check Total:	549.00				
EP	WORDEN, LARRY M E000116	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	533.75	JUNE 19		00011985	06/01/2019
				Check Total:	533.75				
EP	YAMAGUCHI, BRIAN E000123	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,406.00	JUNE 19		00011986	06/01/2019
				Check Total:	1,406.00				
EP	ZAMORA, JERRY E000037	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	835.00	JUNE 19		00011987	06/01/2019

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				Check Total:	835.00				
EP	ZINN, JOHN E000009	JUNE MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH060119	1,101.28	JUNE 19		00011988	06/01/2019
				Check Total:	1,101.28				
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0029-2135 Calif Income Tax W/H	ACH053019	113.49	052419		00011989	05/29/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0037-2135 Calif Income Tax W/H	ACH053019	214.75	052419		00011989	05/29/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0048-2135 Calif Income Tax W/H	ACH053019	640.07	052419		00011989	05/29/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0050-2135 Calif Income Tax W/H	ACH053019	15.14	052419		00011989	05/29/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0054-2135 Calif Income Tax W/H	ACH053019	254.86	052419		00011989	05/29/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0061-2135 Calif Income Tax W/H	ACH053019	146.16	052419		00011989	05/29/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0062-2135 Calif Income Tax W/H	ACH053019	879.95	052419		00011989	05/29/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0010-2135 Calif Income Tax W/H	ACH053019	14,953.59	052419		00011989	05/29/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0073-2135 Calif Income Tax W/H	ACH053019	127.13	052419		00011989	05/29/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 5/18 PD 5/24	0076-2135 Calif Income Tax W/H	ACH053019	46.45	052419		00011989	05/29/2019
				Check Total:	17,391.59				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0010-2115 Employee Medicare W/H	ACH053019	5,764.64	052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0010-2120 Employer Medicare Payable	ACH053019	5,764.64	052419		00011990	05/29/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 5/18 PD 5/24	0029-2110	ACH053019	311.41	052419		00011990	05/29/2019

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	V010054		Federal Income Tax W/H					
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0029-2115 Employee Medicare W/H	ACH053019	48.92 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0029-2120 Employer Medicare Payable	ACH053019	48.92 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0037-2110 Federal Income Tax W/H	ACH053019	540.40 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0037-2115 Employee Medicare W/H	ACH053019	64.82 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0037-2120 Employer Medicare Payable	ACH053019	64.82 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0048-2110 Federal Income Tax W/H	ACH053019	1,611.73 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0048-2115 Employee Medicare W/H	ACH053019	235.18 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0048-2120 Employer Medicare Payable	ACH053019	235.18 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0050-2110 Federal Income Tax W/H	ACH053019	172.36 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0050-2115 Employee Medicare W/H	ACH053019	38.81 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0050-2120 Employer Medicare Payable	ACH053019	38.81 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0054-2110 Federal Income Tax W/H	ACH053019	611.56 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0054-2115 Employee Medicare W/H	ACH053019	67.46 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0054-2120 Employer Medicare Payable	ACH053019	67.46 052419		00011990	05/29/2019
EP	INTERNAL REVENUE	FED/MED/SS P/E 5/18 PD 5/24	0010-2110	ACH053019	41,084.56 052419		00011990	05/29/2019

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	V010054		Federal Income Tax W/H					
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0061-2110 Federal Income Tax W/H	ACH053019	465.00 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0076-2120 Employer Medicare Payable	ACH053019	9.68 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0061-2115 Employee Medicare W/H	ACH053019	96.22 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0061-2120 Employer Medicare Payable	ACH053019	96.22 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0062-2110 Federal Income Tax W/H	ACH053019	2,275.27 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0062-2115 Employee Medicare W/H	ACH053019	299.02 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0062-2120 Employer Medicare Payable	ACH053019	299.02 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0073-2110 Federal Income Tax W/H	ACH053019	307.23 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0073-2115 Employee Medicare W/H	ACH053019	32.34 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0073-2120 Employer Medicare Payable	ACH053019	32.34 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0076-2110 Federal Income Tax W/H	ACH053019	107.27 052419		00011990	05/29/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 5/18 PD 5/24	0076-2115 Employee Medicare W/H	ACH053019	9.68 052419		00011990	05/29/2019
Check Total:					60,800.97			
EP	AMERICAN FIDELITY V010011	FSA P/E 5/18 PD 5/24	0010-2190 Dependent Care SSA	ACH053119	68.75 052419		00011991	05/29/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 5/18 PD 5/24	0029-2188 Health Care SSA	ACH053119	9.59 052419		00011991	05/29/2019

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EP	AMERICAN FIDELITY V010011	FSA P/E 5/18 PD 5/24	0010-2188 Health Care SSA	ACH053119	301.04	052419		00011991	05/29/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 5/18 PD 5/24	0037-2188 Health Care SSA	ACH053119	16.83	052419		00011991	05/29/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 5/18 PD 5/24	0054-2188 Health Care SSA	ACH053119	32.50	052419		00011991	05/29/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 5/18 PD 5/24	0037-2190 Dependent Care SSA	ACH053119	18.75	052419		00011991	05/29/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 5/18 PD 5/24	0048-2188 Health Care SSA	ACH053119	15.01	052419		00011991	05/29/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 5/18 PD 5/24	0048-2190 Dependent Care SSA	ACH053119	37.50	052419		00011991	05/29/2019
Check Total:					499.97				
EP	ICMA RETIREMENT TRUST V000496	PE 6/1/19 PD 6/7/19	0029-2170 Deferred Comp Payable - ICMA	PY19012	109.75	2995/1901012		00011992	06/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/1/19 PD 6/7/19	0037-2170 Deferred Comp Payable - ICMA	PY19012	97.75	2995/1901012		00011992	06/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/1/19 PD 6/7/19	0048-2170 Deferred Comp Payable - ICMA	PY19012	714.26	2995/1901012		00011992	06/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/1/19 PD 6/7/19	0050-2170 Deferred Comp Payable - ICMA	PY19012	21.08	2995/1901012		00011992	06/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/1/19 PD 6/7/19	0054-2170 Deferred Comp Payable - ICMA	PY19012	96.19	2995/1901012		00011992	06/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/1/19 PD 6/7/19	0061-2170 Deferred Comp Payable - ICMA	PY19012	523.11	2995/1901012		00011992	06/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/1/19 PD 6/7/19	0062-2170 Deferred Comp Payable - ICMA	PY19012	162.21	2995/1901012		00011992	06/10/2019
EP	ICMA RETIREMENT TRUST V000496	PE 6/1/19 PD 6/7/19	0073-2170 Deferred Comp Payable - ICMA	PY19012	29.76	2995/1901012		00011992	06/10/2019
EP	ICMA RETIREMENT TRUST	PE 6/1/19 PD 6/7/19	0010-2170	PY19012	13,010.94	2995/1901012		00011992	06/10/2019

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	V000496		Deferred Comp Payable - ICMA						
EP	ICMA RETIREMENT TRUST V000496	PE 6/1/19 PD 6/7/19	0076-2170 Deferred Comp Payable - ICMA	PY19012	7.48	2995/1901012		00011992	06/10/2019
Check Total:					14,772.53				
EP	PLACENTIA POLICE V000839	PE 6/1/19 PD 6/7/19	0061-2180 Police Mgmt Assn Dues	PY19012	3.74	2625/1901012		00011993	06/10/2019
EP	PLACENTIA POLICE V000839	PE 6/1/19 PD 6/7/19	0010-2180 Police Mgmt Assn Dues	PY19012	864.43	2625/1901012		00011993	06/10/2019
EP	PLACENTIA POLICE V000839	PE 6/1/19 PD 6/7/19	0073-2180 Police Mgmt Assn Dues	PY19012	0.66	2625/1901012		00011993	06/10/2019
Check Total:					868.83				
EP	CALIFORNIA PUBLIC V006234	JUNE MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH061019	143,636.98	10000001567663		00011994	06/06/2019
EP	CALIFORNIA PUBLIC V006234	JUNE MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	ACH061019	14,490.01	10000001567663		00011994	06/06/2019
Check Total:					158,126.99				
EP	EMPLOYMENT V010052	STATE TAX P/E 6/1 PD 6/7	0029-2135 Calif Income Tax W/H	ACH061119	101.48	060719		00011995	06/11/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/1 PD 6/7	0010-2135 Calif Income Tax W/H	ACH061119	16,482.04	060719		00011995	06/11/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/1 PD 6/7	0037-2135 Calif Income Tax W/H	ACH061119	214.75	060719		00011995	06/11/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/1 PD 6/7	0076-2135 Calif Income Tax W/H	ACH061119	43.23	060719		00011995	06/11/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/1 PD 6/7	0048-2135 Calif Income Tax W/H	ACH061119	597.33	060719		00011995	06/11/2019
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EP	EMPLOYMENT	STATE TAX P/E 6/1 PD 6/7	0054-2135	ACH061119	254.86	060719		00011995	06/11/2019

City of Placentia
Electronic Disbursement Register
For 06/11/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H					
EP	EMPLOYMENT V010052	STATE TAX P/E 6/1 PD 6/7	0061-2135 Calif Income Tax W/H	ACH061119	180.55 060719		00011995	06/11/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/1 PD 6/7	0062-2135 Calif Income Tax W/H	ACH061119	662.78 060719		00011995	06/11/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/1 PD 6/7	0073-2135 Calif Income Tax W/H	ACH061119	84.35 060719		00011995	06/11/2019
Check Total:					18,650.27			
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0010-2115 Employee Medicare W/H	ACH061119	5,882.47 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0010-2120 Employer Medicare Payable	ACH061119	5,882.47 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0010-2125 Employee Social Sec W/H	ACH061119	69.58 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0010-2130 Employer Soc Sec Payable	ACH061119	69.58 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0029-2110 Federal Income Tax W/H	ACH061119	279.47 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0029-2115 Employee Medicare W/H	ACH061119	46.65 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0029-2120 Employer Medicare Payable	ACH061119	46.65 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0010-2110 Federal Income Tax W/H	ACH061119	44,713.71 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0037-2110 Federal Income Tax W/H	ACH061119	540.40 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0076-2120 Employer Medicare Payable	ACH061119	8.75 060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0037-2115 Employee Medicare W/H	ACH061119	64.82 060719		00011996	06/11/2019

City of Placentia
Electronic Disbursement Register
For 06/11/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0037-2120 Employer Medicare Payable	ACH061119	64.82	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0048-2110 Federal Income Tax W/H	ACH061119	1,499.22	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0048-2115 Employee Medicare W/H	ACH061119	227.18	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0048-2120 Employer Medicare Payable	ACH061119	227.18	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0050-2110 Federal Income Tax W/H	ACH061119	175.50	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0050-2115 Employee Medicare W/H	ACH061119	44.06	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0050-2120 Employer Medicare Payable	ACH061119	44.06	060719		00011996	06/11/2019
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EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0062-2110 Federal Income Tax W/H	ACH061119	1,713.91	060719		00011996	06/11/2019
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City of Placentia
Electronic Disbursement Register
For 06/11/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0062-2120 Employer Medicare Payable	ACH061119	209.13	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0073-2110 Federal Income Tax W/H	ACH061119	194.59	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0073-2115 Employee Medicare W/H	ACH061119	17.40	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0073-2120 Employer Medicare Payable	ACH061119	17.40	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0076-2110 Federal Income Tax W/H	ACH061119	101.81	060719		00011996	06/11/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/1 PD 6/7	0076-2115 Employee Medicare W/H	ACH061119	8.75	060719		00011996	06/11/2019
Check Total:					63,864.18				
Type Total:					398,693.30				
Check Total:					398,693.30				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JUNE 18, 2019

SUBJECT: **AMENDMENT NO. 1 TO PUBLIC WORKS AGREEMENT WITH SUNTREK INDUSTRIES, INC.**

FISCAL
IMPACT: EXPENSE: \$33,632
\$10,000 FY 2018-19 GENERAL FUND OPERATING BUDGET
\$14,000 FY 2018-19 SPECIAL GRANT FUND (ST. JUDE)
\$ 9,632 FY 2019-20 GENERAL FUND OPERATING BUDGET

SUMMARY:

In October 2018, the City of Placentia ("City") entered into a Public Works Agreement with Suntrek Industries, Inc. ("Suntrek") for the installation of thermal solar heating panels and roof enhancements at the Whitten Community Center Pool for a not-to-exceed amount of \$17,777. Per an agreement with St. Jude Medical Center, \$8,000 of the \$17,777 City cost would be grant funded. During the installation process, it was determined by the City and Suntrek that gas utility service was no longer active at the site, which was not initially known by either party prior to construction. This resulted in a change order in the amount of \$15,855. Per the bid specifications, for Suntrek to obtain a rebate as payment from the Southern California Gas Company for the balance of the project cost, gas utility service must be active at the site. A partial payment of \$6,223 for the change order was paid to the vendor in Fiscal Year (FY) 2018-19 and was funded as follows: \$6,000 (FY 2018-19 St. Jude Special Fund Grant) and \$223 (FY 2018-19 Community Services General Fund Operating Budget).

This action would finalize the project and would increase the initial contract amount by an additional \$15,855 of which the remaining balance owed to the vendor is \$9,632. Funding will be obtained through savings in other line items.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to Public Works Agreement with Suntrek Industries, Inc. for an additional not-to-exceed amount of \$15,855 of which the remaining balance owed to the vendor is \$9,632 and will be paid in FY 2018-19 through savings in other line items; and

1. c.
June 18, 2019

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

DISCUSSION:

In addition to providing recreational services to the community, the Community Services Department ("Department") is also responsible for implementation of capital improvement projects, supporting the recreational services throughout the City. Currently, the Department staffs and operates two (2) City-owned community pools located at McFadden Park and Parque de los Niños. Recreational swim is offered free of cost to all participants seasonally for nine (9) weeks throughout the summer months at both sites. Pool hours have remained seasonal and are not provided during the months of September through May since heating is not available at either site. Installation of thermal solar heating would provide year-round enjoyable physical activity through public lap swim, swim classes designed for Parent and Me, senior exercise classes, and other aqua aerobics for residents.

In order to provide year-round Aquatic programs, the City obtained a quote for thermal solar heating. As part of the community wellness effort, St. Jude Medical Center agreed to provide fifty percent (50%) of the total City cost in grant funding for the installation of thermal solar heating at the Whitten Community Center Pool. The Whitten Community Center Pool is the most highly attended site during the summer months and it was determined that it would be best to implement the thermal solar heating at this site first. In July 2017, the City Council approved a restricted grant agreement between the City and St. Jude Medical Center to provide various program enhancements including the installation of thermal solar heating at the Whitten Community Center Pool with an initial conclusion date of December 31, 2018.

The City entered into a Public Works Agreement with Suntek in October 2018 for the installation of thermal solar panels and roof enhancements at the Whitten Community Center Pool. The complete cost of the thermal heating project was \$33,632 with a cost to the City of \$17,777. Per the agreement with St. Jude Medical Center, \$8,000 of the \$17,777 City cost would be grant funded.

During the installation of the thermal solar panels, it was determined by the City and the vendor that gas utility service was no longer active at the site, therefore resulting in a change order in the amount of \$15,855. Per the bid specifications, for Suntek to obtain a rebate as payment for the balance of the project cost from the Southern California Gas Company, gas utility service must be active at the site.

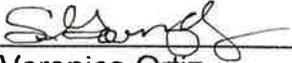
The recommended action will approve an amendment to the Public Works agreement to increase the contract amount for an additional not-to-exceed \$15,855 of which the remaining balance of \$9,632 will be paid to Suntek through savings in other line items. This would allow for the completion of the thermal solar heating and roof enhancement project at the Whitten Community Center Pool. Completion of the project will allow the Department to begin programming year-round Aquatics classes beginning in Spring 2020. No other terms of the original agreement have been changed.

FISCAL IMPACT:

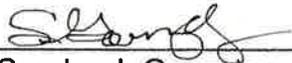
The amendment with Suntek is for an additional not-to-exceed amount of \$15,855 of which the remaining balance of \$9,632 will be paid to Suntek through savings in other line items.

Prepared by:

Reviewed and approved:



for
Veronica Ortiz
Community Services Supervisor



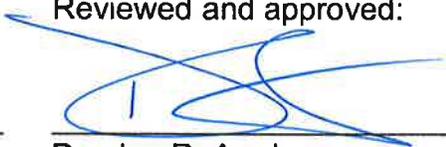
Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:

Reviewed and approved:



Kim Krause
Director of Finance



Damien R. Arrula
City Administrator

Attachments:

1. Amendment No. 1 to Public Works Agreement with Suntek Industries, Inc.
2. Public Works Agreement with Suntek Industries, Inc.

**AMENDMENT NO. 1 TO
PUBLIC WORKS AGREEMENT
INSTALLATION OF SOLAR HEATING AT WHITTEN COMMUNITY POOL WITH
SUNTREK**

This Amendment No. 1 (“Amendment”) to Public Works Agreement is made and entered into effective the 18 day of June, 2019, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and SUNTREK, a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Public Works Agreement (“Agreement”) effective September 27, 2018 through which CONSULTANT provided professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to increase the contract amount by an additional \$15,855 from \$17,777 to \$33,632.

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

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

B. Amendment to Agreement.

1. Section 3 of the Agreement is hereby amended to read as follows:

3.1. Contract Sum Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed Thirty Three Thousand, Six Hundred and Thirty Two Dollars (33,632.00)

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

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

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

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

CONSULTANT

CITY OF PLACENTIA

By: _____
Roy Heine
Consultant

By: _____
Damien R. Arrula
City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
INSTALLATION OF SOLAR HEATING AT WHITTEN COMMUNITY CENTER POOL**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 15th day of October, 2018 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and SUNTREK herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the installation of solar heating at Whitten Community Center Pool as set forth more fully in this Agreement.

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

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean Suntrek a (California corporation, partnership, individual) located at 5 Holland, Building 125, Irvine, Ca 92618
- (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 seventeen thousand, seven hundred and seventy-seven dollars (\$17,777.00) herein "Contract Sum", except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the

contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than November 15, 2018, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Ethan Heine

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

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

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

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

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

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

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

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

6.0 INSURANCE AND INDEMNIFICATION

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

Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

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

7.0 RECORDS AND REPORTS

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

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

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

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

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

8.0 GENERAL PROVISIONS

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

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

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

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by

said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Administrator or his/her designee, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Sandra J. Gonzalez

To Contractor:
Suntrek
5 Holland, Building 125
Irvine, California 92618
Attn.: Ethan Heine
949-348-9276

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

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

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or

sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. 7909

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City



Damien R. Arrula, City Administrator

Date: 10/10/18

CONTRACTOR



Signature
Ethan Heine - VP

Name and Title
617-44-5817

Social Security or Taxpayer ID Number

Date: 9/19/18

ATTEST:



Patrick Melia, City Clerk

APPROVED AS TO FORM:



Christian L. Bettenhausen, City Attorney

Date: 9/27/18

Project No. 7909

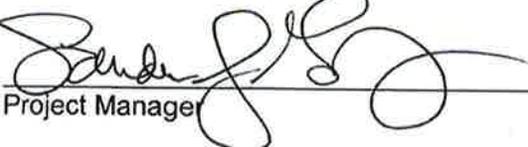
APPROVED AS TO INSURANCE:



Rosanna Ramirez, Director of
Administrative Services

Date: 9-26-18

APPROVED AS TO CONTENT:



Project Manager

Date: 9-26-18

DEPARTMENTAL APPROVAL



Name, Title

Date: 9-26-18

Project No.

EXHIBIT A
SCOPE OF SERVICES

Project No. 7909

EXHIBIT B
SCHEDULE OF PERFORMANCE

Once Suntrek receives a signed agreement, we will do a final site visit to make measurements for plans/engineering. We will then submit for a permit (This can take 10 days). Once permit is in hand we will get the project scheduled (usually within 10 days). I estimated the project will take 4 days.

ATTACHMENT 2

Schedule of Performance

Agreement Term: October 1, 2018-November 1, 2018

Final site visit for plans/engineering-estimated time 1 day

Submit for a permit- estimated time 10 days

Project Scheduled- estimated 10 days

Installation: estimated 4 days

EXHIBIT C

Insurance Requirements

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar

language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.
 - 5.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the

insurance or is named as a party in any action involving CITY.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. 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.

F. Documentation

- The Certificate of Insurance shall include the following reference:
_____7909_____
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. 7909

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/5/2018

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

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

PRODUCER Milestone Risk Management & Insurance Agency License No. 0B72766 8 Corporate Park, Suite 130 Irvine CA 92606	CONTACT NAME: Catherine Sariana PHONE (A/C, No, Ext): (949) 852-0909 E-MAIL ADDRESS: csariana@milestonepromise.com	FAX (A/C, No): (949) 852-1131													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Homeland Insurance Company of NY</td> <td>34452</td> </tr> <tr> <td>INSURER B: AmGUARD Insurance Company</td> <td>42390</td> </tr> <tr> <td>INSURER C: Granite State Insurance Co.</td> <td>23809</td> </tr> <tr> <td>INSURER D: Commerce & Industry Insurance Co.</td> <td>19410</td> </tr> <tr> <td>INSURER E: Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Homeland Insurance Company of NY	34452	INSURER B: AmGUARD Insurance Company	42390	INSURER C: Granite State Insurance Co.	23809	INSURER D: Commerce & Industry Insurance Co.	19410	INSURER E: Ohio Casualty Insurance Company	24074	INSURER F:
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INSURED Suntrek Industries, Inc. 5 Holland, Bldg 215 Irvine CA 92618															

COVERAGES **CERTIFICATE NUMBER: 18/19 Master** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			793-00-04-09-0006	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SUAU934610	8/24/2018	8/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. / Coll. Deductibles \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1863590 (CA)			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			793-00-04-09-0005	1/1/2018	1/1/2019	Limit / Deductible \$1M / \$10K
E	Rented/Leased Equipment			BKO (18) 58181336	12/1/2017	12/1/2018	Limit \$25K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insureds. Coverage is Primary and the City will be excess and Non-Contributory. Waiver of Subrogation applies when required by written contract.

CERTIFICATE HOLDER

City of Placentia
Attn: City Administrator
401 E. Chapman Ave.
Placentia, CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Teresa Shen/TERESA

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Policy Number: 793 00 04 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant.
401 E. Chapman Ave.
Placentia, CA 92870

(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 above, 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, property damage or environmental damage** occurring after:

- (a) 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
- (b) 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.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: Suntrek Industires, Inc.

Endorsement Effective Date: 08/24/2018

SCHEDULE

Name Of Person(s) Or Organization(s):

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insured's with respect to liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; automobiles owned, leased, hired, or borrowed by the Consultant.

401 E. Chapman Ave.
Placentia, CA 92870

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

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

Policy Number: 793-00-04-09-0006

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us is deleted and replaced with the following:

13. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a claim or suit have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

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.

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM forms a part of Policy No. WC 001-86-3590

Issued to SUNTREK INDUSTRIES, INC. (A CORP)

By GRANITE STATE INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

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.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JUNE 18, 2019

SUBJECT: **AWARD OF CONTRACT TO PM GROUP IN THE AMOUNT OF \$30,679 FOR DESIGN AND PRINTING SERVICES FOR THE PUBLICATION OF THE PLACENTIA PALM QUARTERLY**

FISCAL
IMPACT: EXPENSE: \$ 30,679 Fiscal Year 2019-20 General Fund Operating Budget

SUMMARY:

Currently, the Placentia Palm is published quarterly by an outside vendor, and contains City news, Recreation programs, events, and community events. The current vendor has done an excellent job collaborating with the City and creating, designing, and printing a quality publication. Per the City's purchasing policy, it is a best practice to periodically go through a competitive bidding process on all services including design and printing of the Placentia Palm community publication. This action will approve an agreement with the PM Group ("PMG") for a not-to-exceed amount of \$30,679 for design and printing services for the publication of the Placentia Palm Quarterly.

RECOMMENDATION:

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

1. Approve a three (3) year agreement with PMG for a not-to-exceed annual amount of \$30,679, with the option to extend for two (2) additional one-year extensions; and
2. Authorize the City Administrator to approve the eligible contract term extensions for two (2) additional one-year terms, based upon contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$30,679, or \$33,747; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City released a Request for Proposal ("RFP") for the design and printing services for the publication of the Placentia Palm Quarterly on April 10, 2019 with proposals received on May 1,

1. d.
June 18, 2019

2019. Currently, the Placentia Palm is published quarterly by an outside vendor, and contains City news, Recreation programs, events, and community events. The specifications called for the newsletter to be formatted as an 8 ½ x 11 booklet, consisting of twenty-four pages for fall, spring and winter issues, and thirty-two pages for summer issues, including front and back covers. It was specified that the inside pages and cover be printed on 45 lb. paper, full color print.

As a part of the RFP process and to ensure competitive pricing, the City contacted over fifteen (15) companies to inform them of the RFP release. Two proposals were received and accordingly rated by the Community Services Department. Submitted proposals were rated on the selected criteria set forth in the RFP, which included the following:

- Quality of the proposal in terms of completeness and responsiveness to the RFP
- Approach to Scope of Services
- Proven experience of the contractor to successfully complete a service of similar nature with other agencies
- Professional qualifications and capability of consultant
- Quality of references and result of reference checks
- Demonstration that the contractor has read the RFP, agreement, and indemnification clause
- Cost effectiveness.

On May 1, 2019 the City received two (2) proposals to provide design and printing services for the publication of the Placentia Palm Quarterly. After review of the proposals received, the lowest responsive bidder is the PM Group (“PMG”) for an annual not-to-exceed contract amount of \$30,679. The following table provides the proposal amounts received from each contractor:

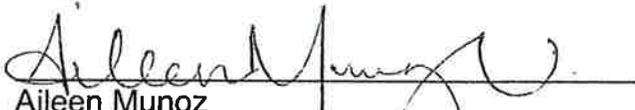
Contractor	Proposal Amount
The PM Group	\$30,679.00
The Sauce Creative Services	\$40,801.56

Based on the quality of the proposal in terms of completeness and responsiveness to the RFP, cost relative to the level of work proposed, professional qualifications, and results of reference checks, the evaluation panel selected PMG proposal for the design and printing services for publication of the Placentia Palm Quarterly. Staff recommends the City Council award a three (3) year contract from the date that the agreement is fully executed to PMG in an annual not-to-exceed amount of \$30,679 with the option to extend for two (2) additional one-year terms in an amount not-to-exceed 110% of the annual contract amount of \$30,679.

FISCAL IMPACT:

The Fiscal Year 2019-20 proposed budget currently has \$39,700 budgeted for printing and design services of the Placentia Palm Quarterly.

Prepared by:


Aileen Munoz
Community Services Coordinator

Reviewed and approved:


Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:


Kim Krause
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with the PM Group

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
THE PM GROUP**

THIS AGREEMENT is made and entered into this 1st day of July 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and THE PM GROUP, a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide design and printing services for the 2019-2020 Fall, Winter, Spring and Summer brochure as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed an annual amount of thirty thousand six hundred and seventy-nine Dollars (\$ 30,679.00), with the option to extend for two (2) additional one-year extensions. Additionally, the City Administrator may authorize eligible contract term extensions for two (2) additional one-year terms, based upon contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$30,679, or \$33,747.

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on June 30th, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

5.0. INSURANCE

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

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

do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions 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 Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and

submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

Agreement.

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

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

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

IF TO CONSULTANT:

The PM Group
25 Rancho Circle
Lake Forest, CA 92630
Tel: (949) 597-1662

Attn: Paul McKinney

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8232

Attn: Sandra J. Gonzalez

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

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

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

hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City,

including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk and
ex-officio Clerk of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Name, Title

Date: _____

ATTACHMENT D

Design and Printing Services for the publication of the **Placentia Palm Quarterly**

REQUEST FOR PROPOSAL FORM

Printing Method Web, Heatset Printing

Fall, Winter, Spring (24 pages)

Summer (32 pages)

Fall, Winter, Spring
24 pages, per issue

Summer
32 pages, per issue

Service	Cost for one edition of the <i>Placentia Palm Quarterly</i>	
Layout and production services	\$ 1,800	\$ 2,400
Provide stock photos as required	\$ 5 each	\$ 5 each
Hourly rate for additional services	\$ 75	\$ 75
Graphic design, layout, and artwork (contractor to provide three sample covers per brochure)	Included above	Included above
Printing and delivery of 18,600 quarterly copies of the "Placentia Palm Quarterly"	\$ 5,446	\$ 6,541
Turn Page Web File (Optional)	\$ 150	\$ 150

Service	Cost	
Option 1: Printing of 1,000 extra brochures	\$ 155	\$ 196
Option 2: Cost of adding four (4) extra pages per brochure Artwork plus Printing	\$ 1,148	\$ 1,777
Option 3: Flyers for special events (graphic design, layout, and artwork per flyer)	\$ 150	Flyer Artwork
Note: Price flyers per following specifications: 8.5x5.5 full color 16pt. gloss flyer 4/4		
Printing 500 copies (flyers):	\$ 154	Flyer Printing
Printing 1,000 copies (flyers):	\$ 165	Flyer Printing
Printing 5,000 copies (flyers):	\$ 328	Flyer Printing

Submitted By: Paul McKinney, Novak & Normal, Inc. dba The PM Group

Address: 25 Rancho Parkway

Email: paulm@pmgrp.net

City: Lake Forest, CA 92630

Phone: (949) 597-1662

Signature: _____

Date: May 1, 2019

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: JUNE 18, 2019
SUBJECT: **AWARD OF CONTRACT FOR SENIOR TRANSPORTATION SERVICES TO KEOLIS TRANSIT SERVICES, LLC.**

FISCAL

IMPACT: EXPENSE: \$ 65,000
OFFSETTING REVENUE: \$ 52,000 OCTA Measure M Funding
\$ 13,000 Air Quality Management District Funds

SUMMARY:

The City provides transportation services to the Senior Center Monday through Friday for seniors in the community. The Senior Mobility Program (SMP) also includes additional trips for seniors throughout Orange County. The City funds this program through a grant agreement with the Orange County Transportation Authority ("OCTA") in which OCTA provides 80% of the annual operating cost and the balance is provided through Air Quality Management District ("AQMD") grant funds.

The City currently has an agreement in the amount of \$60,749 with Keolis Transit Services, LLC. ("Keolis"), formerly known as Western Transit Systems ("WTS"), to provide senior transportation services through June 30, 2019. After reviewing bid proposals received for senior transportation services, it has been determined that Keolis remains the most cost effective contractor for these services. This action will award a new three-year agreement to Keolis in a not-to-exceed annual amount of \$65,000 with the option to extend for two (2) additional one-year terms, based upon contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$65,000, or \$71,500.

RECOMMENDATION:

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

1. Approve a three (3) year Professional Services Agreement with Keolis Transit Services, LLC. for senior transportation services from the date that the agreement is fully executed in a not-to-exceed annual amount of \$65,000 with the option to extend for two (2) additional one-year terms; and

1. e.
June 18, 2019

2. Authorize the City Administrator to approve the eligible contract term extensions for two (2) additional one-year terms, based on contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$65,000 or \$71,500; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City currently provides an average of over 4,000 trips per fiscal year for seniors from their homes to the Senior Center and to other locations throughout Orange County in accordance with the SMP. The services provided beyond the base bid of \$61,337 would include additional in-County trips for seniors to be determined on an as-needed basis. The program is funded utilizing grant funds from the OCTA and AQMD.

On April 10, 2019 the City released a Request for Bids (“RFB”) for senior transportation services. The City contacted over fifteen (15) transportation companies to inform them of the RFB release. On May 1, 2019 the City received one (1) proposal from Keolis Transit Services, LLC., to provide daily transportation services for seniors in the community to the Placentia Senior Center. Currently, Keolis is providing senior transportation services to the City. After review of the proposal received, Keolis has met the requirements for the bid of \$61,337. The following table provides the bid amount received from the contractor:

Contractor	Proposal Amount
Keolis Transit Services, LLC.	\$61,337/year

Based on the bid received, Staff recommends the City Council award a three (3) year contract to Keolis for a not-to-exceed annual amount of \$65,000. If the contract is approved, Keolis will provide these services under a new Professional Services Agreement beginning July 1, 2019.

FISCAL IMPACT:

The agreement with Keolis is for a not-to-exceed annual amount of \$65,000. The term of the agreement is for three (3) years with the option to extend for two (2) additional one-year terms, based upon contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$65,000, or \$71,500. Funding for senior transportation services has been included in the proposed Fiscal Year 2019-20 Budget.

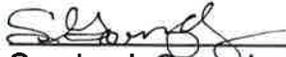
The Keolis agreement includes providing the vehicles, drivers (qualified and specifically trained), gas, maintenance, dispatch services, and insurance. The services will be funded as follows: \$52,000 from the OCTA Senior Mobility Program grant; and \$13,000 from AQMD funding. No General Fund dollars will be used for this program.

Prepared by:



Madelinne Cuevas
Community Services Coordinator

Reviewed and approved:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Kim Krause
Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with Keolis Transit Services

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
KEOLIS TRANSIT SERVICES, LLC.**

THIS AGREEMENT is made and entered into this 1st day of July 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and KEOLIS TRANSIT SERVICES, LLC., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide senior transportation services with respect to the Senior Mobility Program, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

matters of concern;

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed an annual amount of Sixty-five thousand Dollars (\$ 65,000.00), with the option to extend for two (2) additional one-year extensions. Additionally, the City Administrator may authorize eligible contract term extensions for two (2) additional one-year terms, based upon contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract of \$65,000 or \$71,500.

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on June 30th, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

5.0. INSURANCE

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

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

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions 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 Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City

may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Keolis Transit Services, LLC.
6053 W. Century Blvd, Suite 900
Los Angeles, CA 90045
Tel: (310) 981-9500

Attn: Sandy Hill

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: (714)993-8232

Attn: Sandra J. Gonzalez

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending

provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Rhonda Shader, Mayor

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk and
ex-officio Clerk of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Sandra J. Gonzalez, Director of Community Services

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

**Exhibit H
Bid Form
Senior Mobility RFB 2019-010**

Name of Agency: Keolis Transit Services, LLCType of Agency: CorporationAgency Address: 6053 W Century Blvd Suite.900Agency phone: 310-981-9500 ext.109 Email: Sandi.Hill@KeolisNA.com
Mark.Slagle@KeolisNA.com

Item Number:	Description:	Unit Cost:	Extended Cost:
1	Single, \$ per mile (\$/mi) rate for a minimum capacity forty (40) Passenger bus	\$32.91	\$2,501
2	Single, hourly rate for a minimum capacity forty (40) Passenger bus	\$119.10	\$2,501
3	Single, \$ per mile (\$/mi) rate for a minimum capacity twenty (20) Passenger bus	\$6.32	\$58,836
4	Single, hourly rate for a minimum capacity twenty (20) Passenger bus	\$59.55	\$58,836

In submitting this Bid, Respondent agrees to comply with the terms and conditions illustrated in this RFB. Bids shall include all costs, fees, licenses, equipment, drivers, services, insurance, fuel, tolls, etc. and shall have no hidden costs. City will not incur any additional costs above the Contractor's Bid price.

Total Bid Amount:

Sixtyone thousand, three hundred and thirty seven Dollars: \$61,337
(in words)

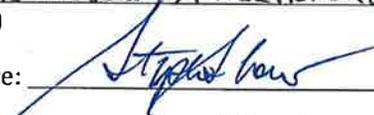
Signature:  Date: 4/22/2018Printed Name and Title: Stephen Shaw, President & CEO

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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
The City of Placentia, its elected and appointed officers, officials, employees and agents whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**

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
The City of Placentia, its elected and appointed officers, officials, employees and agents whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Keolis America Inc, et al			Endorsement Number
Policy Symbol HDO	Policy Number G71238015	Policy Period 6/1/19 to 6/1/20	Effective Date of Endorsement 6/1/19
Issued By (Name of Insurance Company) ACE American 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.
COMMERCIAL GENERAL LIABILITY COVERAGE**

Schedule

<u>Organization</u>	The City of Placentia, its elected and appointed officers, officials, employees and agents	<u>Additional Insured Endorsement</u>
---------------------	--	---------------------------------------

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Keolis America, Inc, et al			Endorsement Number 1
Policy Symbol ISA	Policy Number H25294439	Policy Period 06/01/2019 to 06/01/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American 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.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): The City of Placentia, its elected and appointed officers, officials, employees and agents whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Keolis America Inc, et al			Endorsement Number
Policy Symbol ISA	Policy Number H25294439	Policy Period 6/1/19 to 6/1/20	Effective Date of Endorsement 6/1/19
Issued By (Name of Insurance Company) ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Property & Casualty Insurance Company, Indemnity Insurance Company of North America, Pacific Employers 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.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

Schedule

Organization

The City of Placentia, its elected and appointed officers, officials, employees and agents

Additional Insured Endorsement

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Workers' Compensation and Employers' Liability Policy

Named Insured Keolis America Inc, et al	Endorsement Number
	Policy Number Symbol: WLR Number: C65890768
Policy Period 06-01-2019 TO 06-01-2020	Effective Date of Endorsement 06-01-2019
Issued By (Name of Insurance Company) ACE AMERICAN 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.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. Specific Waiver
Name of person or organization: The City of Placentia, its elected and appointed officers, officials, employees and agents

Blanket Waiver

2. Operations:

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : \$0



Authorized Agent



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JUNE 18, 2019

SUBJECT: **AWARD PROFESSIONAL SERVICES AGREEMENT TO TOTUM CORPORATION FOR DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE NAVIGATION CENTER LOCATED AT 731 S. MELROSE STREET**

FISCAL

IMPACT: EXPENSE: \$522,500 HOMELESS EMERGENCY AID PROGRAM (HEAP) FUND
BUDGETED: \$522,500 HOMELESS EMERGENCY AID PROGRAM (HEAP) FUND

SUMMARY:

This proposed agreement provides for design and construction management services for the Placentia Navigation Center for the entire duration of the project. Services include architecture, space planning, coordination with the selected operator and other team consultants, engineering, and peer reviews. The selected consultant will negotiate three (3) bids for the construction of the facility and oversee all tenant improvements through the completion of the project, which is estimated to be December 2019. Associated costs in the amount of \$522,500 will be allocated from the Homeless Emergency Aid Program ("HEAP") grant fund. This includes the bid amount of \$475,000 submitted by Totum Corporation ("Totum") as well as a 10% construction contingency amount.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Totum Corporation for design and construction management services for the Navigation Center located at 731 S. Melrose in a not-to-exceed amount of \$475,000; and
2. Authorize the City Administrator to approve contract change orders up to 10% or \$47,500; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1. f.
June 18, 2019

DISCUSSION:

Public meetings and community engagement sessions on the Homeless Navigation Center project took place on February 20, February 27, and May 15, 2019. On May 21, 2019, the City identified 731 S. Melrose Street as a preferred site for the Homeless Navigation Center. The City Council previously approved the HEAP agreement with the County of Orange and directed Staff to initiate plans necessary for the preferred site.

In an effort to be responsive to the proposed settlement agreement pending in Federal Court, Staff is recommending an aggressive timeline. The tentative agreement compels the City to open the shelter by December 31, 2019. To meet this schedule, the preferred consultant is recommending a 'Fast Track' construction option that would enable completion of the project by the December 2019 deadline. Working closely with the center operator and consistent and dedicated team members, an accelerated design process would be executed that would provide permit-ready plans by the end of July 2019. Prequalified bidders would concurrently submit bids for a construction agreement that would be awarded at the September 10, 2019 City Council meeting. This would provide just under four (4) months for construction to meet the deadline of December 31, 2019.

Totum has performed similar projects in the cities of Santa Monica, Los Angeles, and Long Beach. Staff recommends awarding a contract to Totum for the design development and construction management of the Placentia Navigation Center.

Upon approval of a contract with Totum, a comprehensive initial assessment will be provided to the City with a perspective on all aspects of the project. A meeting between Totum and the City of Placentia will be scheduled to confirm the program requirements and begin developing a project schedule. The project schedule will be prepared and submitted to the City for approval. This schedule will include all aspects of the project including but not limited to design iterations, bid estimates, utility connections, construction phasing, and commissioning of the project. Additional design costs are not anticipated during the design development phase.

FISCAL IMPACT:

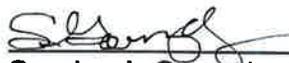
On May 2, 2019, the City received three (3) bids from consultants to provide design and construction management services and a summary of those bid amounts are noted in the table below:

Consultant	Scope of Work	Bid Amount
Totum Corporation	Full Planning and Construction Documents and Construction Management through Project Completion.	\$ 475,000
Griffin Structures	Planning and Design Development, and Construction Management through Project Completion	\$ 483,600
General Contractor selected by Griffin Structures	Construction Documents under Griffin	\$ 174,700
HomeAid		Withdrew bid

Staff and a City Council Ad-Hoc Committee reviewed the bids and it was determined that the apparent low bid was submitted by Totum. Based on the bid amount received and reference checks, Staff recommends the City Council award a Professional Services Agreement to Totum in the amount of \$475,000, plus a 10% construction contingency amount for a total of \$522,500.

Grant funding through the County of Orange Homeless Emergency Aid Program ("HEAP") was appropriated at mid-year in the current Fiscal Year 2018-19. Funds that remain unspent at the end of the fiscal year will be carried over into Fiscal Year 2019-20. If the contract is approved, Totum will begin providing these services immediately to meet the settlement agreement deadline.

Prepared by:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with Totum Corporation

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

THIS AGREEMENT is made and entered into this ___ day of ___, 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and TOTUM Corporation a California Non-Profit ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Design and Construction Management Services for the Placentia Navigation Center, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Four Hundred Seventy Five Thousand Dollars (\$ 475,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum or \$47,500.00 whichever is more. The City Administrator is authorized to approve a Change Order for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on June 30, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

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

Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

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

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

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions 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 Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary

insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to

assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

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

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

IF TO CONSULTANT:

Totum Corporation
15130 Ventura Blvd.
Suite 327
Sherman Oaks, CA 91403
Tel: 310-351-0138

Attn: Danny Kaye

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8227

Attn: City Administrator

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

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

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

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

performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

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

CONSULTANT

Signature Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management Date: _____

APPROVED AS TO CONTENT:

Sandra J. Gonzalez, Director Community Services Date: _____

DEPARTMENTAL APPROVAL:

Sandra J. Gonzalez, Director Community Services Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

See Attached Proposal on Letterhead



Friday, May 3, 2019

Ms. Sandra Gonzalez,
Director of Community Services
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870

15130 Ventura Blvd.
Suite 327
Sherman Oaks
CA 91403,
818 986 9870 p/f

Proposal for CM Services - City of Placentia Navigation Center.

Dear Ms. Gonzalez

Principals

Danny Kaye, CCM, PMP, MRICS, LEED
AP
310 351 0138 m

Giulio Zavolta, LEED AP
310 291 4074 m

e-fax
818 337 7248

www.totumconsulting.com

danny@totumconsulting.com
giulio@totumconsulting.com

Thank you for asking Totum for a proposal to provide construction management services to assist with the City of Placentia's Navigation Center project. We are aware of the special circumstances behind this project and its critical nature to fast track it to completion as close to the end of 2019 as possible. As you know from our previous experience together, Totum can successfully fast track projects. We helped complete the City of Long Beach Mark Twain Library 2 months early and the El Dorado Park project – we only had 5 months to design, bid out and complete the replacement bridge, ADA improvements and switch backs using grant funds. We are innovative and get things done. Totum would be pleased to provide the PM / CM services alone, or if desired, have design through our firm too. "Totum, Latin for complete, was created to allow clients a one stop shop if needed.

Pursuant to our letter to you on 4/19, our experience goes back to the mid 1990's when as a contractor, I helped build "step up on 2nd street" for the nonprofit "a community of friends" – 36 SRO units in Santa Monica and Turning Point Housing, also a nonprofit, with a shelter for abused women, also in Santa Monica. We have also worked on multiple traditional apartment buildings and single-family homes as well as adaptive re-use of existing buildings. Over the last 15 years or so, Totum, have helped clients with construction / project management and design with numerous related projects that included the renovation of abandoned buildings to create affordable housing, the building of new affordable housing units and adaptive re-use of existing properties such as warehouses into clinics, offices and housing. The projects were a mixture of fund raising, federal and state funding.

Clients include: [* Current projects]

- Old Timers Housing Corp [affordable housing]
- City of Huntington Park [affordable housing]
- Burbank Housing [affordable housing]
- *Volunteers of America [transitional housing]
- *St Johns Wellchild and Family Center [transitional housing medical]
- *National Health Foundation [Transitional Housing]



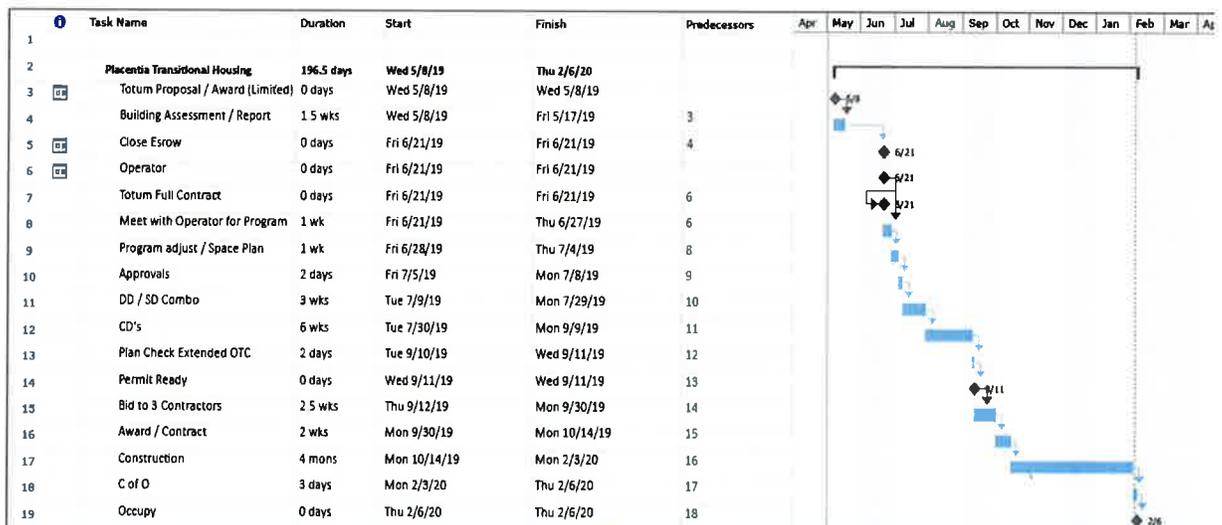
We understand that the City is looking to purchase an ~11,000 sq. ft. property. The City requires design and construction management services for the conversion of this facility to transitional housing.

Without knowing anything further on the project, with prior experience on similar projects, we would allocate a hard cost of \$221 - 300 per sq. ft, equating to a hard budget cost within the range of \$2.5MM - \$3.4MM [to be used for design fee estimation]

We propose a fast track project delivery method to the project, as outlined below. We have two potential delivery routes, understanding the City is utilizing an emergency protocol that allows a more expeditious entitlement and procurement process.

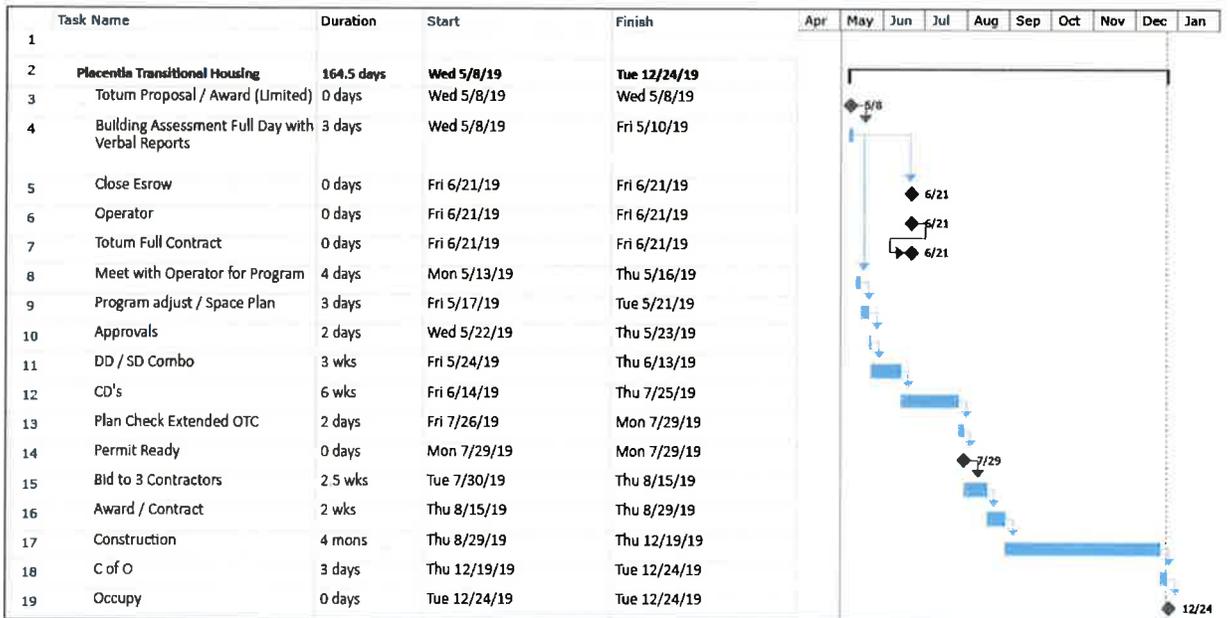
Option #1: Traditional [and longest]

This method utilizes a traditional, yet fast track process. It would enable completion around February 2019. We would have the building condition assessment carried out within ~1 week “from the go” and give the team 1.5 weeks for final reports. Of course, assumptions have been made with other items. This scenario assumes we can have an operator vendor on board by 6/21 and we proceed with space plans and roll into SD / DD phase swiftly and into CD’s with approvals along the way as needed to keep the project moving swiftly, followed by an accelerated, ideally extended [full day session] plan check process with the City to wrap up all issues / corrections so we can be permit ready by 9/11. We would promptly bid this out to 3 contractors [we would prequalify three firms in August] and award / start by Mid October. Again, the assumption is that Council would approve this process. Allowing 4 months for construction [we have verified this duration as reasonable with 3 “TI” contractors], completion would occur in early February.



Option #2: Fast Track

This method utilizes a traditional, but faster track process. It would enable completion towards the very end of 2019. Assumptions have been made. We would carry out the assessment within ~ 1 week from the “go” and have a team session immediately after the visit to get all verbal findings and create a brief summary of findings. This scenario also assumes we can have an *operator to discuss the program, perhaps under Totum wing, immediately*, so a space plan could be established to allow design to continue. When you get the operator on board by 6/21, we could still make some minor tweaks and get approvals / buy in as needed as we have until 7/26 before we go into an accelerated, ideally extended plan check [1 full day session] with the City to wrap up all issues / corrections so we can be permit ready by end of July. We would promptly bid this out to 3 contractors [we would prequalify 3 in June] and award / start by end of August. Again, the assumption is that Council would approve this process. Allowing 4 months for construction [we have verified this duration as reasonable with 3 “TI” contractors], completion would occur by the end of 2019.



It would appear that a *range of completion between December 2019 and February 2020 is plausible*. December is certainly aggressive. February would be comfortable.

Totum would be pleased to assist with this process. We are familiar with all the required steps and risks with each.



We suggest the following staff plan and fee:
 Fee based on a time and material basis. We shall only bill for time spent.

Fee / Staff Plan

Assessment

CM, Architectural, Structural, M,E,P, Roofing - full assessment: \$ 25,000
 Report to be provided **Budget**
 (No environmental included).

CM Fees: Preconstruction, construction and close out process

CM – One 50%-time Sr. CM and one 50% CM assigned for duration \$ 200,000
T&M - bill for time spent. [fee range to be discussed] - \$230,000

Design Fees: (Totum Design or another design firm)

Initial Space Planning and Programming: \$ 7,500
 Full Design Services [Based on 5 - 8% of estimated hard cost] \$ 170,000
 Budget range - \$272,000

Please see the following matrix of both option #1 and #2 fees

Placentia Navigation Center
5/2/19

			OPTION #1												
			2019					2020							
Title	Rate	Staff	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	FEE RANGE	
Principal/SOM	\$160	DK/PL	82	82	82	82	82	82	82	82	82	82	82		\$130,400
CM	\$125	AP	41	41	41	82	82	82	82	82	82	82	82		\$230,000
														CM Sub Total	\$227,181
Assessment	Lump Sum	Consultants													\$25,000
Design	Space Planning	Totum													\$9,750
	Design	Totum												RANGE	\$170,000 - \$270,000
		Subtotal	122	122	122	163	163	163	163	163	163	163	82	\$431,931	\$531,931

Reimbursable Expenses At Cost

Placentia Navigation Center
5/2/19

			OPTION #2												
			2019					2020							
Title	Rate	Staff	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	FEE RANGE	
Principal/SOM	\$160	DK/PL	82	82	82	82	82	82	82	82	82	82	82		\$117,360
CM	\$125	AP	41	41	82	82	82	82	82	82	82	54			\$195,464
														CM Sub Total	\$195,464
Assessment	Lump Sum	Consultants													\$25,000
Design	Space Planning	Totum													\$9,750
	Design	Totum												RANGE	\$170,000 - \$270,000
		Subtotal	122	122	163	163	163	163	163	163	118	0	0	\$400,214	\$500,214

Reimbursable Expenses At Cost

We are ready to jump into this project. This is a typical and perfect project type for Totum. We will assign dedicated staff to this critical project, continuously until it is complete.

Our scope will include all typical preconstruction and construction phase. We attach a sample list but upon meeting with you, shall edit and include all other tasks as needed.

Thank you for considering Totum on this project.



Regards,
Danny Kaye, CCM, PMP, FRICS, LEED AP
Principal

Typical Totum PM / CM Tasks.

Preconstruction Phase:

Includes but not limited to, as necessary:

- Kick off meeting with all stake holders.
- Manage and coordinate all aspects of the project and report directly to the City.
- Master budget and hard cost estimating and maintaining / tracking master budget.
- Master scheduling and updates / tracking.
- Advising on procurement strategy and contract arrangements having regard to client's requirements with regard to risk, program, quality and cost.
- Assist with design team selection and contracts.
- In conjunction with design team, interviewing and assisting in selection of suitable contractors / subcontractors for carrying out the works.
- Preparing, reviewing and commenting on bid documents for main and or subcontractors for multi prime approach / contract and contract packages.
- Constructability / buildability review.
- Value Engineering.
- Liaising with client's Legal Advisors in the preparation of the above as needed.
- Coordinate with appropriate agencies.
- Attend as needed site and go-to type meetings.
- Receiving and resolving bidding RFI's in conjunction with design team.
- Prequalification of Contractors if required.
- Issuing request for proposals (RFP) from all needed consultants, manage proposal process and receive proposal for relevant scope and prepare bid review / evaluation reports and recommendations accordingly.
- Assist with retention of deputy inspections and coordinate accordingly.
- Solicit and Issue request for bids (RFB) for contractors, manage bid process and receive bids for all elements of the work and preparing bid review / evaluation reports and recommendations accordingly.
- Conduct pre-bid job walks and pre-construction meetings.

Typical Totum PM / CM Tasks.

- Review and scope / level bids received; provide bid matrix.
- Preparing contract documentation for signature by the Owner, contractors and subcontractors.
- Assist with interaction with tenants / users [if any] to accommodate their needs within the project design.
- Coord with IT / AV / Security vendors and consultants.
- Coord with FF&E vendors.
- Coord with all licensing and other related agencies.

Construction Phase:

Includes but not limited to, as necessary:

- Attend kick off meeting.
- Chair / manage all weekly meetings.
- Work with contractor for site logistics.
- Invite / coord with stakeholders
- Coord with agencies for utilities.
- Monitor and manage the schedule.
- Arranging for commencement of the works and checking / coordinating the contractor's / subcontractors schedule.
- Supply necessary information to the contractors to complete the works within a reasonable time, at the cost of the client
- Manage the submittal and RFI process.
- Ensure time, cost and quality are managed.
- Coordinate all subs within the multi prime scope to maintain schedule [along with a Totum field superintendent or CM].
- Review and recommend for payment contractor pay applications.
- Review and comment / approve on all consultant invoices.
- Preparing a cash flow forecast and monitoring actual progress against it.
- Prepare monthly cost and progress reports
- Agreeing with the contractor any variations / change order requests to the contract.
- Preparing and negotiating the final costs with the contractors and subcontractors.
- Provide weekly photo documentation and "WAG"
- Establishing appropriate systems of communication for the project.

Typical Totum PM / CM Tasks.

- Monitoring the progress of the project by periodic site visits.
- Chairing formal site meetings and preparing agenda and minutes.
- Preparing monthly reports to the client on progress and contract expenditure.
- Create our custom "BLU" cost tracking and projection document.
- Issuing contract instructions in the manner set out in the contract.
- Coordinate work to minimize disruption to existing tenants and patrons
- Conduct weekly coordination meetings with contractors and prepare minutes
- Resolve field issues, prepare and issue clarifications
- Review contract change orders for validity and process
- Manage and coordinate materials inspections
- Prepare a punch list of unfinished work towards the completion of construction and ensure all items are complete.
- Coordinate as built plans / hand over / C of O with City
- Work with inspector for all inspections and outstanding clearances.
- Create a summary close out "bible" for tenant / operator use
- Provide all accounting close out documents



PRIOR MEMO

Friday April 19, 2019

Ms. Sandra Gonzalez, FASLA
Director of Community Services
City of Placentia
401 E. Chapman Ave. Placentia, CA 92870
sgonzalez@placentia.org

15130 Ventura Blvd.
Suite 327
Sherman Oaks
CA 91403,
818 986 9870 p/f

Dear Ms. Gonzalez,

Principals

Danny Kaye, CCM, PMP,
FRICS, LEED AP

310 351 0138 m

e-fax
818 337 7248

www.totumconsulting.com

danny@totumconsulting.com

Thank you for reaching out to Totum regarding our experience with transitional housing, and affordable housing.

Our experience goes back to the mid 1990's when as a contractor, I helped build "step up on 2nd street" for the nonprofit "a community of friends" – 36 SRO units in Santa Monica and Turning Point Housing, also a nonprofit, with a shelter for abused women, also in Santa Monica. We have also worked on multiple traditional apartment buildings and single-family homes as well as adaptive re-use of existing buildings.

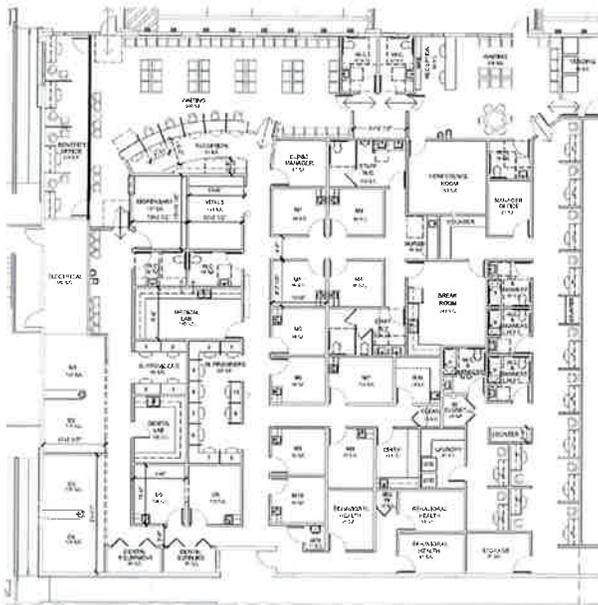
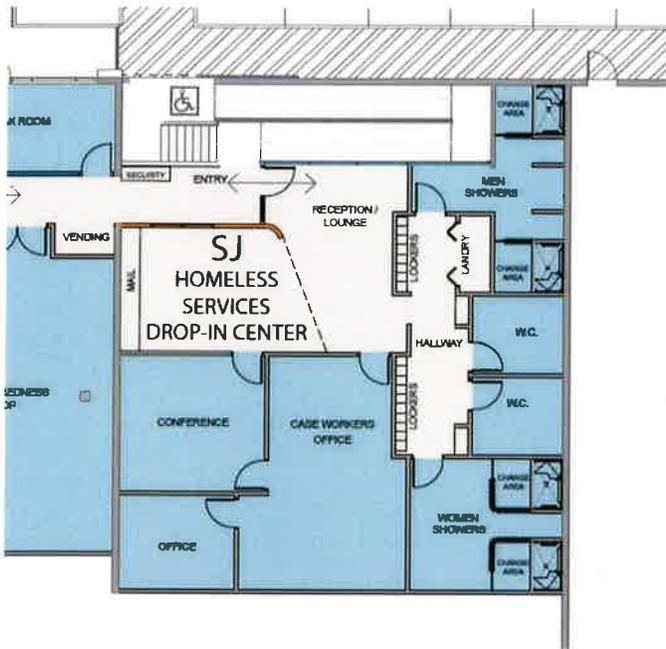
Over the last 15 years or so, Totum, have helped clients with construction / project management and design with numerous related projects that included the renovation of abandoned homes to create affordable housing, the building of new affordable housing units and adaptive re-use of existing properties such as warehouses into clinics, offices and housing. The projects were a mixture of fund raising, federal and state funding.

Clients include:

- Old Timers Housing Corp [affordable housing]
- City of Huntington Park [affordable housing]
- Burbank Housing [affordable housing]
- *Volunteers of America [transitional housing]
- *St Johns Wellchild and Family Center [transitional housing medical]
- *National Health Foundation [Transitional Housing]

Currently, we are wrapping up / working on 3* related projects.

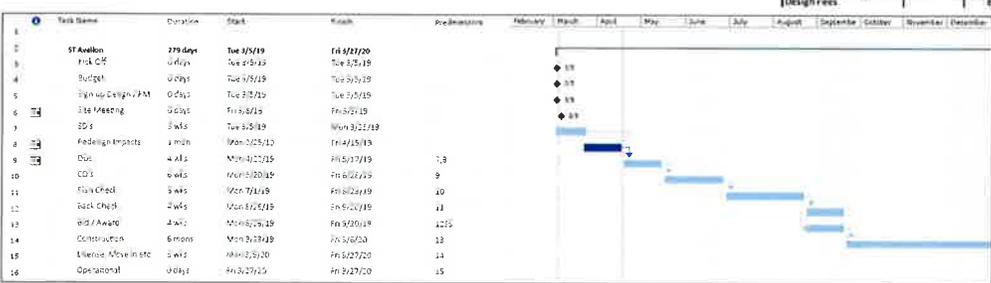
St Johns Well Child and Family Center is a conversion of 11,000 SF of an existing 22,000 SF empty warehouse in south Los Angeles, with the other 11,000 SF adjacent to the Volunteers of America space (see below). This project is due to complete in the spring of 2020 and includes the medical component of a joint project. The STJWC project includes a homeless drop in center, exam rooms, nurse stations, showers and connectivity to the homeless housing. The intent is to process the homeless before they move into the transitional housing. Totum have helped with design and project / construction management. See images below of the space plans and budget process:



STJWC @ Avalon		As of 3/12/19	Budget	\$ 3,500,000	Item	Hard & Soft Costs
SD Budget Based on Option 1			Contingency		Item	Hard & Soft Costs
Narrative			Total Budget		Item	Exc F&E
Almost 10,500 sq ft OSHPD 3 clinic. All basic materials: Sheet Linoleum floor with color accents (Marmoleum) or stained, 3" feet x 1.5" corner guards, plain doors, Koroseal Rub Strip on exams for chair rail, Group 3 Oat tiles or equal, "K" quartz stone at reception desk only, basic ceiling tiles and fixtures equivalent to completion plan on millwork throughout. One moderate feature material behind reception desk. STJ to buy dental island. Nurse call system as per OSHPD 3. Vanity mirrors must have trim, no exposed glass. PREVAILING WAGE. Restrooms have hard lists. Common areas open, with the balance with 1 bar. No exterior work other than LID.						
Data						
Sq Ft Gross					10,500	
Lin Ft Walls					1,376	
Wall to ceiling					10	General
Wall to ceiling					12	Lobby
DJF/PH					52	
Restrooms					10	

Hard Costs	Quantity	Rate	Cost
Demolition Rolls Ups etc	1	12,500.0	\$ 12,500
Remove mezzanine NIC	-	-	NIC
Saw Cut for trenching	2,200	12.0	\$ 26,400
Possible HIRMAK updated	1	40,000.0	\$ 40,000
Landscaping	-	-	NIC
Irrigation	-	-	NIC
LID	1	-	NIC
Re-stripe Parking / Signs	1	15,000.0	\$ 15,000
Concrete Patch Back	133	600.0	\$ 80,000
ADA Ramp	-	-	NIC
Exterior CMU work - Carts	-	-	NIC
Infill roll down doors	480	60.0	\$ 28,800
Structural Steel Demising	-	-	\$ 28,800
Mix Metals Trash Cans	-	-	NIC
Ramp Rails	-	-	NIC
Rough Carpentry Repairs	1	15,000.0	\$ 15,000
Millwork w/ Added Areas	380	350.0	\$ 133,000
Sink Counters Millwork	26	825.0	\$ 21,450
Roof openings / Framing	1	7,500.0	\$ 7,500
Light Walls	-	-	NIC
Caulking	3	5,000.0	\$ 5,000
Waterproof (Elastom) Ext	6,000	2.3	\$ 13,500
Insulation Walls R11	17,210	0.8	\$ 12,900
Insulate Ext Walls to 28	23,000	3.0	\$ 69,000
Insulation Under Roof R30	10,500	2.1	\$ 22,050
Sheet Metal	1	10,000.0	\$ 10,000
Roof patch and repair ALW	1	25,000.0	\$ 25,000
Doors	52	950.0	\$ 49,400
Frames	52	150.0	\$ 7,800
HV	52	600.0	\$ 31,200
Sightings	-	-	NIC
S/F Wall	-	-	\$ 480.0
S/F Doors	-	-	\$ 850.0
Metall Stud Framing	18,760	12.0	\$ 225,120
Demising Wall @ V&A 50%	1,450	15.0	\$ 21,750
Drywall Walls	27,520	5.0	\$ 137,600
Drywall Ceiling Bestroom	872	15.0	\$ 13,080
Drywall / Furr @ Perimeter	21,000	6.0	\$ 126,000
Lobby Upgrade Premium	1	5,000.0	\$ 5,000
Type Finish	27,520	2.0	\$ 55,040
Ward Protection	118	12.0	\$ 1,416
Paint Drywall	27,520	0.9	\$ 24,768
Paint Door Frames	50	-	N/A
Paint Exterior STJ Colors	1	5,000.0	\$ 5,000
VCT or Stain Floor	7,500	7.5	\$ 56,250
Tile Floors / Walls RR	3,000	15.0	\$ 45,000
Base	2,752	2.5	\$ 6,880
Acoustical Ceiling 75%	7,875	12.0	\$ 94,500
Toilet Accessories	10	1,500.0	\$ 15,000
Signage - Extra Smiley	-	-	NIC
Security Grill	1	7,500.0	\$ 7,500
Front Rolling Security	1	15,000.0	\$ 15,000
Blinds	-	-	NIC
HVAC	42.00	7,500.0	\$ 315,000
Fire Sprinklers	10,500	6.0	\$ 63,000
Plumbing - Dental	1	20,000.0	\$ 20,000
Plumbing - General	57	3,200.0	\$ 182,400
Electrical Equipment	1	20,000.0	\$ 20,000
General Electrical	10,500	14.0	\$ 147,000
Lighting	10,500	10.0	\$ 105,000
Nurse call	4	650.0	\$ 2,600
Power Outlets	139	230.0	\$ 31,970
Data Outlets	70	125.0	\$ 8,750
Deduct 1 RR	-	-	\$ (25,000)
			\$ 3,323,563
GR's for 7 months	29	7,000.0	\$ 203,000
GC's for 7 months	29	6,500.0	\$ 188,500
			\$ 2,573,463
Prev Wage Factor 22%	0.22	\$ 566,162	
OSHPE	6%	\$ 154,408	
Total	314	sq ft	\$ 3,294,033

Legend		
Green Area	Gross Area	10493 sq ft
Blue Area	Net Area	872 sq ft
Red Line	Demising Wall	114' 8"
Blue Line	Furred Perimeter 10'	221' 6" - 5' 8"
Green Line	Interior Walls, 10'	1376' 1" - 3' 8"
Red Circle	Main Reception	24' 6" - 7' 8"
Blue Circle	Millwork Lin U/L	256' 9" - 3' 4"
Green Circle	Millwork U/L	27' 9" - 1' 8"
Red Square	Storefront LF Gross	35' 8" - 7' 8"
Blue Square	DFH	50 Units
Green Square	Plumbing Fixture	54 Units
Red Triangle	S/F Doors	2 Units
Blue Triangle	Shower Stall	2 Units
Green Triangle	Sink Counters	26 Units
Red Diamond	Toilet Partition	3 Units

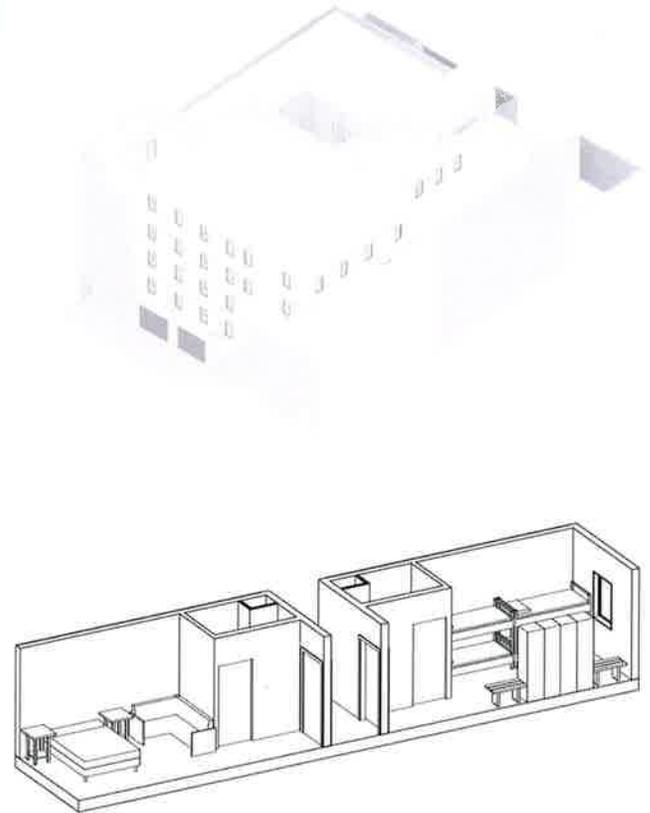
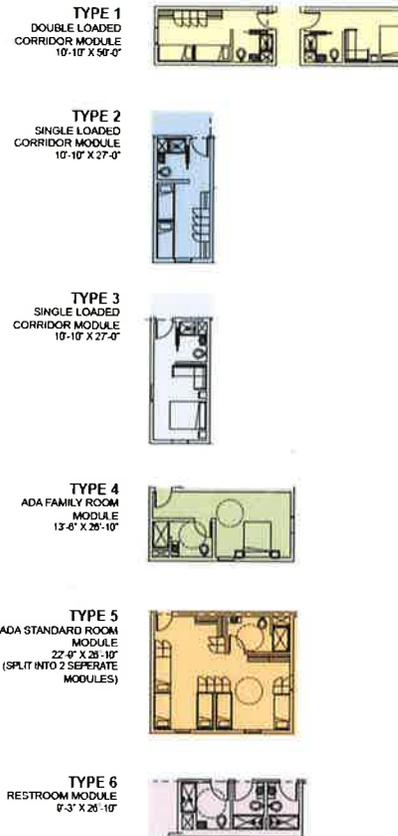


Design Fees Concept Stage	Est	\$ 12,000
CM @ Concept Stage	Est	\$ 7,500
Design Fees	Est	\$ 231,500
		\$ 99,000
		\$ 57,646
		\$ 57,646
		\$ 41,175
		\$ 536,467
		\$ 3,830,499
		\$ 191,761.31
		\$ 3,862,260
		\$ 397,169.54
		\$ 4,259,430

National Health Foundation - Housing at 1032 W. 18th Street was a rehab of an existing 12,789 SF single story sanitarium facility to short term recuperative care housing. The project consisted of re-programming, re-demising of space, full ADA upgrades, and the interior design of all new program spaces. The exterior was re-reconditioned to respect the historic nature of Pico Union. Roughly 60 beds were added to the community along with both interior and exterior communal spaces. Totum assisted with design and the project has just completed. See images below of the space plans and materials.



We are also working with infill **modular construction** for an infill project at a tight location on Santa Monica for the hostel on 2nd street, so in the event you need to infill or fast track into a production mode or to “duplicate” a project, we are very familiar with the modular process. See images below.



We would be pleased to assist the City of Placentia with PM / CM services on your upcoming affordable / transitional housing projects and be part of your team. We do have the capacity to take this project on in a fast track method if needed, as we have helped you in the past.

As a reminder, we do have a current as needed agreement with the City of Placentia.

Looking forward to the next steps.

Regards,



Danny Kaye, CCM, PMP, FRICS, LEED AP
Principal



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JUNE 18, 2019

SUBJECT: **AWARD OF CONTRACT FOR CITY POOL AND FOUNTAIN MAINTENANCE SERVICES**

FISCAL
IMPACT: EXPENSE: \$39,588 ANNUAL CONTRACT AMOUNT
TO BE BUDGETED: \$39,588 FY 2019-20 OPERATING BUDGET

SUMMARY:

This proposed agreement provides for Pool and Fountain Maintenance Services for the City's Fountain located at City Hall and the two (2) pools located at the Whitten Community Center and Gomez Community Center. The scope of work for this contract includes annual preventative and seasonal monthly pool maintenance along with extraordinary repairs and emergency response. The City on two separate occasions issued a Notice Inviting Bids for these services on May 31, 2018 and February 28, 2019. As part of these bid solicitations, the City received proposals that exceeded the existing budget for annual maintenance services for the City Hall Fountain and City pools and/or the bidders were unresponsive to inquiries. Since April 2016, Commercial Aquatic Services, Inc. (Commercial Aquatic) has been performing maintenance of the City's two pools. Staff recommends City Council award a three-year agreement to Commercial Aquatic for a not-to-exceed amount of \$118,764, with two (2) potential one-year extensions for an additional not-to-exceed amount of \$39,588 per year.

RECOMMENDATION:

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

1. Approve a Maintenance Services Agreement with The Illini Companies, Inc. DBA Commercial Aquatic Services for Pool and Fountain Maintenance Services for an amount not-to-exceed \$118,764 for an initial three-year contract term ending June 30, 2022, with the option to extend for two (2) additional one-year terms for an amount not-to-exceed \$39,588 per year; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the annual contract average of \$39,588; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and

1. g.
June 18, 2019

4. Authorize the City Administrator to approve the eligible contract term extensions for two (2) additional one-year terms based upon contractor performance and at the discretion of the City.

DISCUSSION:

The City offers free recreational swim at the Gomez Community Center and Whitten Community Center pools. Free recreational swim is a nine (9) week program open to all residents and non-residents which begins on June 1 and ends on August 31. Between September 1 and May 31, the pools are open on a per reservation basis.

Since April 2016, Commercial Aquatic has been performing maintenance services at the City's two pools, while the fountain at City Hall was previously maintained by another contractor. The contract scope of work for pool and fountain maintenance services will provide for annual preventative and seasonal maintenance services such as filter servicing, vacuuming, on-site inspections, and monitoring the pump room equipment and the chlorine and PH levels. Additionally, Commercial Aquatics will provide the inventory of needed chemicals at both locations and offer extraordinary repair services.

Staff on two separate occasions issued a Notice Inviting Bids for these services. On May 31, 2018, the City received two (2) proposals exceeding budgetary projections for pool and fountain maintenance services. On February 28, 2019, Staff received one bid. The following table provides the bid amounts received from both bid solicitations:

May 31, 2018	
Contractor	Bid Amount
USA Management, Inc	\$123,100
Commercial Aquatic Services, Inc	\$132,750
February 28, 2019	
Contractor	Bid Amount
USA Management, Inc	\$ 52,680

During the May 31, 2018 bid solicitation process, Staff determined both proposals far exceeded budgetary projections for pool and fountain maintenance services. An analysis of these bids determined that the extraordinary work provision in that particular bid specification included estimated work hours for extraordinary repairs that exceeded the City's average extraordinary work hours from previous years. For the February 28, 2019 bid solicitation, only one bid was received. Staff followed up with the bidder to solicit a list of their references and the bidder failed to meet this request. Additionally, Staff discovered USA Management, Inc. typically subcontracts its work and did not yet have a local contractor to service the City's pools and fountain as they are headquartered in New York City and currently have no municipal clients in Southern California. Subsequently their bid was rejected and deemed unresponsive as per the City's maintenance service agreement subcontracting maintenance services is prohibited.

Given the two (2) failed bid solicitations for these services, Staff requested informal proposals from local commercial pool contractors to provide the continuation of pool and fountain maintenance services at City facilities. Commercial Aquatic submitted the only proposal for an annual amount of \$39,588 to provide annual and monthly maintenance services for the City's two pools and fountain. Based upon the bid amount received, unsuccessful request for proposals, and the previous performance of Commercial Aquatic, Staff recommends the City Council award an agreement to Commercial Aquatic to provide these services.

FISCAL IMPACT:

The agreement with Commercial Aquatic is for three (3) years for a cumulative not-to-exceed contract amount of \$118,764, with the option to extend for two (2) additional one-year terms for an amount not-to-exceed \$39,588 per year, based upon contractor performance and at the discretion of the City. Funding for the Pool and Fountain Maintenance Services are included in the proposed Fiscal Year 2019-20 Operating Budget.

Prepared by:

 6/11/19

Joel Cardenas
Public Works Superintendent

Reviewed and approved:



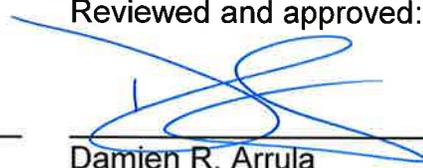
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Maintenance Services Agreement with Commercial Aquatic Services

**CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH
THE ILLINI COMPANIES, INC. DBA COMMERCIAL AQUATIC SERVICES, INC.**

THIS AGREEMENT is made and entered into this 1st day of July 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and The Illini Companies, Inc. DBA Commercial Aquatic Services, a California Corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide pool and fountain maintenance 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.

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 "A." Contractor's total compensation shall not exceed One Hundred Eighteen Thousand Seven Hundred and Sixty-Four Dollars (\$118,764.00) over the initial three-year contract term. Additionally, the City Administrator may authorize eligible contract term extensions for two (2) additional one-year terms, based upon contractor performance and at the discretion of the City, in an amount not-to-exceed \$39,588 per year.

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.

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 36 months, ending on June 30, 2022 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Contract may also be extended for an additional two-year term based on the City's discretion and contractor performance

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to 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 of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If 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 One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of 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/City Engineer the following signed certification:

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

The 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:

- (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 canceled 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:

Commercial Aquatic Services
1121 North Hawk Circle, Anaheim,
CA, 92807
Tel: 877-794-6227

Attn: Chase Rodriguez,
Lead Solution Specialist

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8134

Attn: Joel Cardenas,
Public Works Superintendent

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:

Robert S. McKinnell, 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, Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Director of Public Works

Date: _____

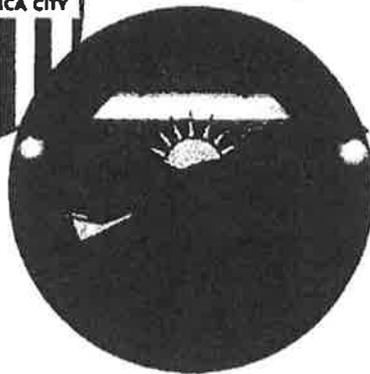
EXHIBIT A

CONTRACTOR'S PROPOSAL AND SCOPE OF WORK

CITY OF PLACENTIA
ORANGE COUNTY
STATE OF CALIFORNIA

Contract Documents and Specifications For
Pool and Fountain Maintenance Services

401 E. Chapman Avenue, Placentia, CA 92870



Approved By: _____

Joel Cardena, Public Works Superintendent

4-18-17

Date

These Contract Documents are the exclusive property of the Agency and shall not be used in any manner without prior consent of the Agency.

Any reuse of these plans and specifications by others shall be at other's sole risk and without liability to the Agency.

CITY OF PLACENTIA - 401 EAST CHAPMAN AVE, CA 92870

PROPOSAL

Bidders Name The Illini Companies, Inc. DBA Commercial Aquatic Services

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF PLACENTIA:

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF PLACENTIA, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance within 15 calendar days after written notice of the award. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the City Engineer of the CITY OF PLACENTIA, to the satisfaction and under the direction of the Director of Public Works, at the following prices: The contractor shall perform all work under this contract for a period of thirty-six (36) months. The term of this contract may be extended for two additional one-year terms, based on performance and at the option of the City starting from the day after the issuance of the Notice to Proceed.

**City of Placentia
Whitten Center Community Pool
900 S. Melrose St.**

ANNUAL PREVENTATIVE MAINTENANCE AND MONTHLY SERVICE

1. ANNUAL PREVENTATIVE MAINTENANCE	
• Filter Service	<u>\$ 175.00</u>
• Chemical Control Service	<u>\$ 125.00</u>
TOTAL COST FOR ANNUAL PREVENTATIVE MAINTENANCE	<u>\$ 300.00</u>
2. SEASONAL COSTS FOR MONTHLY POOL MAINTENANCE	
MONTHLY SERVICE:	
• June 1 st - August 31 st (2 visits per week) per month	<u>\$ 1,998.00</u>
• September 1 st – May 31 st (1 visit per week) per month	<u>\$ 1,100.00</u>
TOTAL ANNUAL COST FOR MONTHLY POOL MAINTENANCE	<u>\$ 15,894.00</u>
GRAND TOTAL ANNUAL COST FOR MONTHLY POOL MAINTENANCE	<u>\$ 16,194.00</u>

**City of Placentia
Gomez Center
Community Pool
1701 Atwood Ave**

ANNUAL PREVENTATIVE MAINTENANCE AND MONTHLY SERVICE

1. ANNUAL PREVENTATIVE MAINTENANCE	
• Filter Service	\$ 175.00
• Chemical controller service	\$ 125.00
TOTAL COST FOR ANNUAL PREVENTATIVE MAINTENANCE	\$ 300.00
2. SEASONAL COSTS FOR MONTHLY POOL MAINTENANCE	
MONTHLY SERVICE:	
• June 1 st - August 31 st (2 visits per week) per month	\$ 1,998.00
• September 1 st – May 31 st (1 visit per week) per month	\$ 1,100.00
TOTAL ANNUAL COST FOR MONTHLY POOL MAINTENANCE	\$ 15,894.00
GRAND TOTAL ANNUAL COST FOR MONTHLY POOL MAINTENANCE	\$ 16,194.00

City of Placentia
401 E. Chapman Ave
City Hall Water Fountain

ANNUAL PREVENTATIVE MAINTENANCE AND MONTHLY SERVICE

1. ANNUAL PREVENTATIVE MAINTENANCE	
• FILTER SERVICE	<u>\$ 175.00</u>
TOTAL COST FOR ANNUAL PREVENTATIVE MAINTENANCE	<u>\$ 175.00</u>
2. SEASONAL COSTS FOR MONTHLY FOUNTAIN MAINTENANCE	
MONTHLY SERVICE:	
• (1 visit per week) per month	<u>\$ 600.00</u>
TOTAL ANNUAL COST FOR MONTHLY FOUNTAIN MAINTENANCE	<u>\$ 7,200.00</u>

Labor Rates

Description	Normal Business Rate	Emergency After-Hours Rate
Supervisor	\$ 150	\$ 225
Foreman	\$ 150	\$ 225
Laborer	\$ 90	\$ 150

NOTE: The City reserves the right to award a contract to the lowest responsible bidder in parts or in its entirety and reserves the right to reject all bids and re-advertises, as appears to be in the best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents. The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No. 1045217, Class B, C53, C61/D35 (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder	The Illini Companies, Inc. DBA Commercial Aquatic Services
Business Address	1121 North Hawk Circle, Anaheim, CA 92807
Business Tel. No.	(877) 794-8227

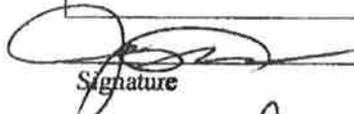
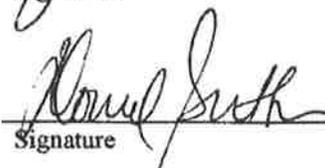
	5/18/2019	President
Signature	Date	Title
	5/18/2019	Secretary
Signature	Date	Title
Signature	Date	Title

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF PUBLIC WORKS
DATE: JUNE 18, 2019
SUBJECT: **MEASURE M ELIGIBILITY APPLICATION PACKAGE FOR FISCAL YEAR 2019-20**
FISCAL
IMPACT: REVENUE: \$859,500 IN ESTIMATED MEASURE M FUNDS

SUMMARY:

On November 7, 2006, Orange County voters approved Renewed Measure M. Renewed Measure ("M2") is a thirty (30) year, multi-billion dollar program extension of the original Measure M half-cent Countywide sales tax with a new slate of transportation projects and programs. It is anticipated that Placentia will receive approximately \$859,500 in local fair share M2 funds for Fiscal Year ("FY") 2019-20. This action will approve and adopt required documents for submittal of a Measure M eligibility package to the Orange County Transportation Authority ("OCTA").

RECOMMENDATION:

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

1. Approve the Measure M Eligibility Application Package for FY 2019-20; and
2. Approve Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia concerning the status and update of the Circulation Element, and Mitigation Fee Program for the Measure M (M2) Program; and
3. Authorize Staff to submit the Measure M Eligibility application package to OCTA which includes a seven (7) year Capital Improvement Program (CIP).

DISCUSSION:

The eligibility application package the City submits to OCTA includes all documentation required by OCTA.

Eligibility:

All of the requirements set forth in OCTA Ordinance No. 2 must be met in order for the City to maintain eligibility for its local fair share funds. This year, the City's application must include the following items:

1. h.
June 18, 2019

1. Submittal of Measure M Eligibility Checklist for Fiscal Year 2019-20
2. Approval of a seven (7) year CIP which includes all projects funded partially or wholly by Measure M dollars
3. Approval of Maintenance of Effort ("MOE") Reporting Form and supporting budget documents
4. Adoption of the Pavement Management Plan

Process for Determining Measure M Eligibility:

The following process has been established for determining Measure M eligibility:

1. Agencies submit Measure M packages to OCTA
2. OCTA staff reviews packages
3. Citizen's Oversight Committee determines eligibility by reviewing certain components of the eligibility package
4. OCTA approves eligibility for agencies to receive Measure M Funds

If the package is found non-eligible by OCTA Staff, the City will have thirty (30) days to respond and appeal the Staff findings. The matter then goes to the Technical Advisory Committee for review and recommendation with the final decision resting with OCTA. The following briefly describes each component of the eligibility package:

Measure M Eligibility Checklist:

The Measure M Program requires the City's annual eligibility application to include a checklist that is used by OCTA Staff and the Taxpayers Oversight Committee to determine compliance with program requirements. The attached checklist demonstrates that the City is in compliance with the program.

Seven (7) Year Capital Improvement Program ("CIP"):

This document is a detailed listing of capital projects utilizing Measure M2 funds scheduled for construction during the seven (7) year period. It includes budget and schedule details for reconstruction and paving projects, intersection improvements, the Metrolink Station and parking structure project, ADA ramps, and traffic signal projects funded fully, or in part, by Measure M2 Funds.

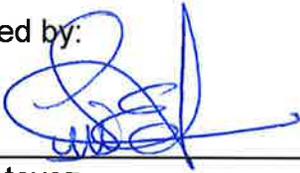
Maintenance of Effort (MOE):

The Measure M program requires the City to support the ongoing "maintenance of effort" requirement by ensuring that City funds continue to be allocated towards street maintenance and repairs as well as other transportation-related projects. Measure M2 funds are designed to supplement, not replace, existing local funding sources for transportation projects. The City's required MOE is based upon a historic benchmark of General Fund expenditures towards road maintenance and transportation projects in the City.

FISCAL IMPACT:

It is anticipated that Placentia will receive approximately \$859,500 in local fair share M2 funds for FY 2019-20.

Prepared by:



Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. 2019-20 Measure M Eligibility Application Package
2. Resolution No. 2019-XX – Measure M (M2) Program

The People are the City

Mayor
RHONDA SHADER

Mayor Pro Tem
WARD L. SMITH

Councilmembers:
CRAIG S. GREEN
CHAD P. WANKE
JEREMY B. YAMAGUCHI



City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

June 10, 2019

Orange County Transportation Authority
Attn: Brianna Martinez
P.O. Box 14184
Orange, CA 92863-1584

SUBJECT: CITY OF PLACENTIA 2019/2020 MEASURE M ELIGIBILITY PACKAGE

Dear Ms. Martinez:

Enclosed is the City of Placentia draft eligibility package.

The enclosed package contains the following items:

- Measure M Eligibility Checklist for FY 2019/2020
- Measure M Seven-Year Capital Improvement Program
- Maintenance of Effort Reporting Form and City budget sections pertaining to the MOE expenditures
- Land Use Planning Strategies Letter
- Resolution Concerning MPAH Conformance and Fee Mitigation Program

Should you have any questions or require an additional information, please do not hesitate to contact me at (714) 993-8120.

Sincerely,

A handwritten signature in blue ink, appearing to read "Luis Estevez", is written over a circular stamp or seal.

Luis Estevez,
Director of Public Works

Attachment: Measure M Draft Eligibility Package



APPENDIX D Eligibility Checklist

Jurisdiction:	City of Placentia
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Capital Improvement Program (CIP)		YES	NO
1.	Did you submit your draft or adopted Measure M2 (M2) seven-year CIP to OCTA by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. Did you utilize the required OCTA CIP database?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	b. Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance and environmental clean-up commitments?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	c. Are there any non-transportation related projects included in your M2 CIP?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	d. Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	e. The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: 6/18/2019 *Must be prior to July 31		

Maintenance of Effort (MOE)		YES	NO
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. Did you provide supporting budget documentation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Pavement Management Program (PMP)		YES	N/A
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? If you are not required to submit a PMP update, check N/A. Refer to Exhibit 3 for PMP submittal schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	a. If yes, did you use the current PMP Submittal Template (Appendix F)?	<input type="checkbox"/>	<input type="checkbox"/>
	b. If yes, is the PMP consistent with the OCTA Countywide Pavement Management Program?	<input type="checkbox"/>	<input type="checkbox"/>
4.	If you answered "N/A" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Resolution of Master Plan of Arterial Highways (MPAH) Consistency		YES	NO
5.	Did you submit a resolution demonstrating consistency with the MPAH?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. Have you enclosed a figure representing your most current circulation element?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6.	If the requirement is not due as part of the current cycle, has there been an update to the circulation element since the last report period? If yes, include a copy of the latest circulation element.	<input type="checkbox"/>	<input type="checkbox"/>

Local Signal Synchronization Plan (LSSP)		YES	N/A
7.	Did you submit an update to the LSSP as part of the current cycle?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	<input type="checkbox"/>	<input type="checkbox"/>



APPENDIX D Eligibility Checklist

Time Limits for Use of Net Revenues		YES	NO
8.	Has your jurisdiction complied with the three-year time limit for the use of Net Revenues over the last year per the requirements outlined in the Ordinance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. If no, has a time extension been requested through the semi-annual review process for funds subject to expiration?	<input type="checkbox"/>	<input type="checkbox"/>

Supplanting of Developer Commitments		YES	NO
9.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Mitigation Fee Program (MFP)		YES	NO
10.	Does your jurisdiction currently have a defined development impact MFP in place?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11.	Has an update to the MFP occurred since the last reporting period?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12.	If yes to 11, has your jurisdiction submitted a copy of the current MFP or City Council/ Board of Supervisors approved policy?	<input type="checkbox"/>	<input type="checkbox"/>
	a. Have you included a copy of your current impact fee schedule; or	<input type="checkbox"/>	<input type="checkbox"/>
	b. Have you provided OCTA with a copy of your mitigation fee nexus study; or	<input type="checkbox"/>	<input type="checkbox"/>
	c. Have you provided OCTA with a copy of your City Council/ Board of Supervisors resolution approving the MFP?	<input type="checkbox"/>	<input type="checkbox"/>

Planning Strategies		YES	NO
13.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14.	Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the General Plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Traffic Forums		YES	NO
15.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. If you answered yes, provide date of attendance: 9/25/2018		

Congestion Management Program (CMP)		YES	NO
16.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LUIS ESPEVEZ
Name (Print)

Signature
6/10/19
Date



APPENDIX C

Congestion Management Program (CMP)

Jurisdiction:	City of Placentia
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CMP Monitoring Checklist: Level of Service (LOS)					
CMP Checklist		YES	NO	N/A	
1.	Check "Yes" if either of the following apply: <ul style="list-style-type: none"> There are no CMP intersections in your jurisdiction. Factoring out statutorily-exempt activities¹, all CMP intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.					
2.	If any, please list those intersections that are not operating at the CMP LOS standards. <ul style="list-style-type: none"> _____ _____ _____ 				<input type="checkbox"/>
3.	Will deficient intersections, if any, be improved by mitigation measures to be implemented in the next 18 months or improvements programmed in the first year of any recent funding program (i.e. local jurisdiction CIP, Measure M CIP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	a. If not, has a deficiency plan been developed for each intersection that will be operating below the CMP LOS standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Additional Comments:					

¹The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



APPENDIX C

Congestion Management Program (CMP)

CMP Monitoring Checklist: Deficiency Plans				
CMP Checklist		YES	NO	N/A
1.	Check "Yes" if either of the following apply: <ul style="list-style-type: none"> There are no CMP intersections in your jurisdiction. Factoring out statutorily-exempt activities², all CMP Highway System (CMPHS) intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.				
2.	If any, please list those intersections found that are not operating at the CMP LOS standards. <ul style="list-style-type: none"> _____ _____ _____ 			<input checked="" type="checkbox"/>
3.	Are there improvements to bring these intersections to the CMP LOS standard scheduled for completion during the next 18 months or programmed in the first year of the CIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 3 NEED TO ANSWER THE REMAINING QUESTIONS.				
4.	Has a deficiency plan or a schedule for preparing a deficiency plan been submitted to OCTA?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Does the deficiency plan fulfill the following statutory requirements? :			
	a. Include an analysis of the causes of the deficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	b. Include a list of improvements necessary to maintain minimum LOS standards on the CMPHS and the estimated costs of the improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	c. Include a list of improvements, programs, or actions, and estimates of their costs, which will improve LOS on the CMPHS and improve air quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	i. Do the improvements, programs, or actions meet the criteria established by South Coast Air Quality Management District (SCAQMD) (see the CMP Preparation Manual)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

²The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



APPENDIX C

Congestion Management Program (CMP)

CMP Monitoring Checklist: Land Use Coordination			
CMP Checklist	YES	NO	N/A
1. Have you maintained the CMP traffic impact analysis (TIA) process you selected for the previous CMP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
a. If not, have you submitted the revised TIA approach and methodology to OCTA for review and approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Did any development projects require a CMP TIA during this CMP cycle? ³	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "YES" FOR QUESTION 2 NEED TO ANSWER THE REMAINING QUESTIONS.			
3. If so, how many?	_____		
4. Please list any CMPHS links & intersections that were projected to not meet the CMP LOS standards (indicate whether any are outside of your jurisdiction). • _____ • _____ • _____			<input checked="" type="checkbox"/>
a. Were mitigation measures and costs identified for each and included in your seven-year CIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. If any impacted links & intersections were outside your jurisdiction, did your agency coordinate with other jurisdictions to develop a mitigation strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. If a local traffic model was/will be used, did you follow the data and modeling consistency requirements as described in the CMP Preparation Manual (available online at http://www.octa.net/pdf/cmpprepremanual.pdf)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Additional Comments:			

³Exemptions include: any development generating less than 2,400 daily trips, any development generating less than 1,600 daily trips (if it directly accesses a CMP highway), final tract and parcel maps, issuance of building permits, issuance of certificate of use and occupancy, and minor modifications to approved developments where the location and intensity of project uses have been approved through previous and separate local government actions prior to January 1, 1992.



APPENDIX I

Maintenance of Effort (MOE) Reporting Form

Jurisdiction: City of Placentia

Type of GENERAL FUND Transportation Expenditures:

Please attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Salaries & Benefits - 103652-5XXX	\$ 498,700.00
Material, Supplies & Services - 103652-6XXX	\$ 87,700.00
Salaries & Benefits - 103590-5XXX	\$ 137,100.00
Professional Services - 103590-6099	\$ 120,000.00
Subtotal Maintenance	\$ 843,500.00

CONSTRUCTION	Total Expenditure
Subtotal Construction	\$ -

INDIRECT/OTHER	Total Expenditure
Subtotal Indirect/Other	\$ -

Total General Fund Transportation Expenditures	\$ 843,500.00
(Less Total MOE Exclusions ¹)	\$ -
MOE Expenditures	\$ 843,500.00
MOE Benchmark Requirement	\$ 660,496.00
(Shortfall) / Surplus	\$ 183,004.00

Certification:

I hereby certify that the City/County of Placentia has budgeted and will meet the Maintenance of Effort (MOE) requirement for Fiscal Year 2019-2020.

Le Crance
Finance Director Signature

Kim Krause
Finance Director (Print Name)

5/29/19
Date

¹Funding sources include Measure M, federal, state, redevelopment, and bond financing.

**ANNUAL BUDGET
FISCAL YEAR 2019-20**

**Public Works
Maintenance - Streets
103652**

	2016-17 Actuals	2017-18 Actuals	2018-19 Amended	2019-20 Proposed
SALARIES & BENEFITS				
5001 Full-Time Regular Salaries	196,029	197,221	160,239	172,900
5005 Part-Time Salaries	-	-	-	123,900
5015 Overtime	15,322	10,775	12,000	12,000
5020 Leave Accrual Payout	2,254	434	-	-
5022 Alternative H&W Payout	6,500	-	-	-
5105 Health Insurance Allocation	69,045	75,097	46,263	43,800
5110 Life Insurance Allocation	458	476	634	-
5115 Dental Insurance Allocation	3,565	3,878	1,006	1,000
5120 Optical Insurance Allocation	892	937	499	500
5125 LTD & STD Insurance Allocation	865	859	1,706	-
5135 Medicare	3,408	3,248	2,312	2,500
5141 Employers' PARS/ARS	478	1	-	-
5145 Retirement PERS	57,014	71,672	92,083	129,500
5170 Sick Leave Buyback	3,100	2,646	3,255	3,255
5175 Leave Buyback	12,207	13,219	9,345	9,345
TOTAL SALARIES & BENEFITS	371,137	380,463	329,342	498,700
MATERIAL, SUPPLIES & SERVICES				
6001 Management Consulting Services	11,518	-	-	-
6099 Professional Services	123,648	122,217	10,000	50,000
6115 Landscaping	-	456,024	-	-
6116 Tree Maintenance	68,793	113,925	-	-
6130 Repair & Maint / Facilities	327	-	-	-
6132 Repair & Maint / Streets	68,514	-	35,000	35,000
6170 Equipment & Tool Rental	9,006	417	638	700
6290 Department Contract Services	181,035	-	-	-
6301 Special Department Supplies	43,262	43,423	42,010	35,000
6305 Traffic Control Devices	2,241	3,380	2,000	2,000
6310 Street Signs	17,431	8,013	15,000	15,000
TOTAL MATERIALS, SUPPLIES & SERVICES	525,775	747,399	104,648	137,700
GRAND TOTAL	896,912	1,127,863	433,990	636,400

PUBLIC WORKS - STREET MAINTENANCE (103652)
BUDGET DISCUSSION
FISCAL YEAR 2019-20

TOTAL BUDGET		636,400
<hr/>		
SALARIES & BENEFITS		
<hr/>		
Salaries & Benefits (5001-5199)	Amount Budgeted:	498,700
<hr/>		
Full Time	FTE	
Public Works Superintendant	0.25	
Maintenance Worker	2.05	
Maintenance Crewleader	0.50	
	2.80	374,800
Part Time		
Maintenance Aide (7)		123,900
<hr/>		
MATERIALS, SUPPLIES & SERVICES		
<hr/>		
Professional Services (6099)	Amount Budgeted:	50,000
Annual Stormwater Pump Station Maintenance	38,000	
Stormwater Pump Station Repairs	12,000	
<hr/>		
Repair & Maintenance/Streets (6132)	Amount Budgeted:	35,000
Citywide Traffic Striping	35,000	
<hr/>		
Equipment & Tool Rental (6170)	Amount Budgeted:	700
Tool rentals, grinders, concrete cutter, etc.	700	
<hr/>		
Special Department Supplies (6301)	Amount Budgeted:	35,000
Traffic paint, asphalt, concrete traffic safety devices, sand, gravel, chemicals, graffiti removal equipment, and other supplies	35,000	
<hr/>		
Traffic Control Devices (6305)	Amount Budgeted:	2,000
Cones, traffic barricades, caution tape, roadflares, signs, and safety warning devices for school zones	2,000	
<hr/>		
Street Signs (6310)	Amount Budgeted:	15,000
Signs, sign posts, sign material, sign brackets, bolts, nuts, and washers	15,000	
<hr/>		

**ANNUAL BUDGET
FISCAL YEAR 2019-20**

**Public Works
Transportation
103590**

		2016-17 Actuals	2017-18 Actuals	2018-19 Amended	2019-20 Proposed
SALARIES & BENEFITS					
5001	Full-Time Regular Salaries	-	-	-	104,200
5105	Health Insurance Allocation	-	-	-	23,200
5115	Dental Insurance Allocation	-	-	-	500
5120	Optical Insurance Allocation	-	-	-	300
5135	Medicare	-	-	-	1,500
5145	Retirement PERS	-	-	-	7,400
TOTAL SALARIES & BENEFITS		-	-	-	137,100
MATERIAL, SUPPLIES & SERVICES					
6015	Engineering Services	-	-	25,300	20,000
6099	Professional Services	-	-	110,000	120,000
6255	Dues & Memberships	-	-	-	300
6855	Furniture & Fixtures	-	-	-	1,500
TOTAL MATERIAL, SUPPLIES & SERVICES		-	-	135,300	141,800
GRAND TOTAL		-	-	135,300	278,900

PUBLIC WORKS - TRANSPORTATION SERVICES (103590)
BUDGET DISCUSSION
FISCAL YEAR 2019-20

TOTAL BUDGET		278,900
SALARIES & BENEFITS		
Salaries & Benefits (5001-5199)	Amount Budgeted:	137,100
Full Time	FTE	
Transportation Manager	1.00	
	1.00	137,100
MATERIAL, SUPPLIES & SERVICES		
Engineering Services (6015)	Amount Budgeted:	20,000
On-Call Traffic Engineering Studies	20,000	
Professional Services (6099)	Amount Budgeted:	120,000
Citywide Traffic Signal Maintenance	120,000	
Dues and Memberships (6255)	Amount Budgeted:	300
Institute for Transportation Engineers Membership	300	
Furniture & Fixtures (6855)	Amount Budgeted:	1,500
Office Furniture for Transportation Manager	1,500	

Measure M

**Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026**

Agency: Placentia
 Project Name: Citywide Pavement Rehabilitation Program
 Project Limits: Citywide
 Project Number: 1003

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 LFS	0.47	\$100,000	\$106,154	
Unfunded	99.53	\$21,000,000	\$22,292,347	
		\$21,100,000	\$22,398,501	

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Engineering design services in FY 2019-20 for a proposed bond-funded Citywide pavement rehabilitation program.

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$7,000,000	\$7,000,000	\$7,000,000	\$0	\$0	\$0	\$21,000,000	\$22,298,501
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$100,000	\$7,000,000	\$7,000,000	\$7,000,000	\$0	\$0	\$0	\$21,100,000	\$ 22,398,501

Agency: Placentia
 Project Name: FY 2019-20 Residential Slurry Seal Project
 Project Limits: Citywide
 Project Number: 1001

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 LFS	30.19	\$400,000	\$400,000	
LSR	69.81	\$925,000	\$925,000	
		\$1,325,000	\$1,325,000	

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Slurry seal 2.6 million square feet of residential streets.

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$1,175,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,175,000	\$1,175,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$1,325,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,325,000	\$ 1,325,000

Measure M

**Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026**

Agency: Placentia
 Project Name: Golden Avenue Bridge Design and Rehabilitation
 Project Limits: Golden Avenue bridge structure over the Carbon Canyon Channel.
 Project Number: N/A

Type of Work (TOW): Safety

TOW Description: Seismic retrofit of bridge

Project Description: The project involves design engineering and permitting for the demolition and replacement of the Golden Avenue bridge over the Carbon Canyon Channel. The project will replace a bridge that is 80 ft. wide with a span of some 75 ft.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Developer	4.05	\$101,111	\$104,175	
M2 LFS	7.42	\$185,323	\$190,939	
Other	88.53	\$2,210,815	\$2,277,803	HBRRP Federal Bridge Funding
		\$2,497,250	\$2,572,917	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$2,497,250	\$0	\$0	\$0	\$0	\$0	\$2,497,250	\$2,572,917
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$2,497,250	\$0	\$0	\$0	\$0	\$0	\$2,497,250	\$ 2,572,917

Agency: Placentia
 Project Name: Metrolink Station Parking Structure
 Project Limits: Santa Fe and Main Streets
 Project Number: N/A

Type of Work (TOW): New Facility

TOW Description: New rail station

Project Description: Construction of new Metrolink Station on Los Angeles-Corona/91 Line, 246 space parking structure and utility relocation work.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	64.73	\$2,848,000	\$2,934,294	General Fund Balance
General Fund	0.00	\$0	\$0	
M2 LFS	9.66	\$425,000	\$437,878	OCTA Cooperative Agreement
Other	18.18	\$800,000	\$824,240	Sewer Fund Loan
SB1	7.43	\$327,000	\$336,908	
		\$4,400,000	\$4,533,320	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$4,400,000	\$0	\$0	\$0	\$0	\$0	\$4,400,000	\$4,533,320
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$4,400,000	\$0	\$0	\$0	\$0	\$0	\$4,400,000	\$ 4,533,320

Measure M

**Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026**

Agency: Placentia
Project Name: Orangethorpe Traffic Signal Synchronization Project
Project Limits: Orangethorpe Avenue from LA/Orange County line to Esperanza Road in Yorba Linda
Project Number: 2002, 18-FULL-TSP-3896

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Synchronization of traffic signals along the Orangethorpe corridor in Fullerton, Buena Park, Anaheim, Caltrans, Placentia and Yorba Linda

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
AB2766	8.32	\$12,000	\$12,364	
Developer	11.21	\$16,166	\$16,656	
General Fund	0.00	\$0	\$0	
M2 LFS	80.46	\$116,000	\$119,515	
		\$144,166	\$148,534	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$144,166	\$0	\$0	\$0	\$0	\$0	\$144,166	\$148,534
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$144,166	\$0	\$0	\$0	\$0	\$0	\$144,166	\$ 148,534

The People are the City

Mayor
RHONDA SHADER

Mayor Pro Tem
WARD L. SMITH

Councilmembers:
CRAIG S. GREEN
CHAD P. WANKE
JEREMY B. YAMAGUCHI



City Clerk:
ROBERT S. MCKINNELL
City Treasurer
KEVIN A. LARSON
City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

June 10, 2019

Mr. Joe Alcock, Section Manager
Measure M Local Programs
Orange County Transportation Authority
P.O. Box 14184
Orange, CA 92863-1584

SUBJECT: CITY OF PLACENTIA STRATEGIES THAT ACCOMMODATE TRANSIT AND NON-MOTORIZED TRANSPORTATION

Dear Mr. Alcock:

The following excerpts of the City of Placentia's General Plan satisfy the item related to Renewed Measure M (M2) Eligibility for Fiscal Year 2019/2020: "to consider, as part of the Eligible Jurisdiction's General Plan, land use strategies that accommodate transit and non-motorized transportation". No changes have been made since last year's submittal. The General Plan contains the Circulation Element and associated transportation control measures. The relevant sections are attached to this letter. The Circulation Element covers transit and non-motorized transportation items.

The General Plan's emphasis is on Transportation Control Measures (TCM's) to reduce traffic congestion and improve air quality, which in turn will increase housing options and employment opportunities.

Appendix D, titled "Transportation Control Measures/Growth Management Strategies Matrix", contains listed goals, objectives, and policies to assist in meeting strategies that will accommodate transit and non-motorized items in the near future. The matrix includes the following:

- Requires bicycle parking facilities in all new non-residential development.
- Requires bicycle parking facilities, lockers, and showers in non-residential development of 100,000 sq. ft. or more.
- Requires new residential subdivisions of 500 units or more to include supportive commercial users designed to be convenient to bicycles and pedestrians.
- Requires an articulated pedestrian and/or bicycle path with access to all street frontages in a new office park complex of 250,000 sq. ft. or other land use that occupies more than 40 acres.

- Requires employers of 100 or more to contribute to a lunch time (or all day) shuttle that accesses shopping centers, special event centers, and other contributing employers within a specified zone.
- Requires special event centers with 1,500 or more seats and regional shopping centers of 500,000 sq. ft. to designate parking facilities and spaces that can be used as park'n'ride lots.

The General Plan is used to implement developments such as the City's planned Transit Oriented Development (TOD) which will be anchored by the planned new Metrolink Station scheduled to break ground in April 2018. The City's TOD zone and associated public infrastructure improvements will provide for new high density housing options as well as new retail and office space located adjacent to mass transit. The public infrastructure improvements will provide for new bicycle lanes, and accommodating pedestrian facilities as well. The focus of the newly rezoned TOD area will be to provide housing and employment opportunities within walking distance of mass transit options for residents and employees in the area.

The City of Placentia is the process of updating its General Plan. The plan is intended to be approved by the City Council in 2019/20. The current General Plan and Circulation Element has been updated with the latest circulation element information and transportation control measures. The City's current General Plan and Circulation Element are available for reference and review at Placentia City Hall.

Should you have any questions or require additional information, please do not hesitate to contact me any time at 714-993-8120.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Luis Estevez', with a long horizontal stroke extending to the right.

Luis Estevez
Director of Public Works

Attachment: Support Documentation for Planning Strategies

**SUPPORT
DOCUMENTATION
FOR
PLANNING
STRATEGIES**

D. INTER-JURISDICTIONAL COOPERATION

D.1. Present Status:

The City cannot be successful in improving traffic congestion in isolation from other jurisdictions. Solutions for improving traffic congestion, like other regional problems, must be evaluated on the macro-scale and not just locally. The development that occurs in neighboring jurisdictions and throughout the County has effects upon the freeways and many of the major arterials in the City.

D.2. Goals and Policies:

Goal 3: Coordinate and cooperate with neighboring jurisdictions and the County to reduce traffic congestion.

Policy 3.1: Inter-Jurisdictional Forums. The City shall participate in Inter-Jurisdictional Planning Forums at the GMA level to discuss developments with multi-jurisdictional impacts and appropriate mitigation measures.

Policy 3.2: County/CMP. The City will cooperate with the County in the annual Congestion Management Plan update in order to receive State gas tax revenue.

E. BALANCED COMMUNITY DEVELOPMENT:

E.1. Present Status:

The historical land use patterns and the physical manner in which the region and County have developed restrict the opportunity for people to live and work in the same area. Traffic congestion also results as people commute longer distances to their jobs from lower priced housing areas outside the County. Roadways become overburdened and the quality of life decreases.

Orange County has been characterized as a job rich/housing poor subregion in studies prepared by the Southern California Association of Governments.

The Regional Mobility Plan and the Air Quality Management Plan include strategies to better balance the jobs to housing ratio. However, because much of the region is already fully developed, it will be difficult if not impossible to achieve a meaningful jobs/housing balance.

Therefore, emphasis has now shifted towards more tangible alternative measures, called Transportation Control Measures (TCM's) to reduce traffic congestion and improve air quality, which in turn will increase housing options and employment opportunities. Some of the potential measures currently being considered include the adoption of ordinances to reduce the Vehicle Trips (VT) traveled, to increase the Average Vehicle Occupancy Rate (AVR), to decrease the Vehicle Miles Traveled (VMT) as well as other measures. Appendix D contains a matrix that lists the Transportation Control Measures and describes each in greater detail.

These recommended measures will be refined as the City and other jurisdictions participate in meetings with the Air Quality Management District and the Southern California Association of Governments.

E.2. Goals and Policies:

Goal 4: Support and encourage the concept of jobs/housing balance, where possible, and require the use of Transportation Control Measures (TCM's) to improve air quality and reduce traffic congestion.

Policy 4.1: Balanced Land Use. Recognizing the constraints of existing physical development characteristics, it is the policy of the City to strive towards an achievement of balanced land use, where possible, so that residential, non-residential and public land uses are proportionally balanced.

Policy 4.2: Transportation Control Measures TCM's. The City shall participate in meetings with other jurisdictions and the Air Quality Management District (AQMD) and the Southern California Association of Governments (SCAG) to develop and adopt Transportation Control Measures that will improve air quality and reduce traffic congestion.

F. IMPLEMENTATION PROGRAMS

The following implementation programs are designed to carry out the goals and policies previously listed above. Some programs may implement one or more of the policy statements, while other programs are more specifically tied to a particular policy.

F.1. Development Mitigation Program. Within twelve months of the adoption of this Element, a Development Mitigation Program, as required by Measure M, shall be established by the Public Works/Engineering Department requiring all new development to pay its share of the costs associated with transportation improvements to mitigate/implement that development. Participation shall be on a pro-rata basis and be required of all applicable development projects except where an increased level of participation exceeding these requirements is established through negotiated legal mechanisms. The City currently requires pro-rata participation for projects through specific conditions of approval imposed on development applications and via mitigated Negative Declarations and Environmental Impact Reports. The requirements of the Development Mitigation Program will be met by following this process.

The program will be coordinated through Inter-Jurisdictional Planning Forums in order to determine minimally acceptable impact fees for application within the GMA's. The City may elect to use existing traffic mitigation fee programs to receive credit with regard to the GMA base level fee.

APPENDIX D:
TRANSPORTATION CONTROL MEASURES

TCM/GROWTH MANAGEMENT
 STRATEGIES MATRIX
 (Continued)

Vehicle Trips (VT)	Average Vehicle Occupancy (AVR)	Vehicle Miles Traveled (VMT)	Contingency Measures for VMT
<ul style="list-style-type: none"> o Requires bicycle parking facilities in all new non-residential development. o Requires bicycle parking facilities, lockers, and showers in non-residential development of 100,000 sq. ft. or more. o Requires new residential subdivisions of 500 units or more to include supportive commercial users (e.g., banks, retail, restaurants) designed to be convenient to bicycles and pedestrians. o Requires an articulated pedestrian and/or bicycle path with access to all street frontages in a new office park complex of 250,000 sq. ft. or other land use that occupies more than 40 acres. <p>Amend the Circulation (or other) Element of the General Plan to:</p> <ul style="list-style-type: none"> o Include a bicycle route system consistent with SCAG's Regional Mobility Plan. 		<ul style="list-style-type: none"> o Require employers of 100 or more to contribute to a lunch time (or all day) shuttle that accesses shopping centers, special event centers, and other contributing employers within a specified zone. <p>Amend General Plan and/or Zoning Ordinance to:</p> <ul style="list-style-type: none"> o Require residential and commercial uses within every 2 block area; alleys for vehicular access; and the width of street, sidewalks, and front yard setbacks not to exceed 6 times permitted building height. 	

TCM/GROWTH MANAGEMENT
STRATEGIES MATRIX

February 13, 1992

Vehicle Trips (VT)	Average Vehicle Occupancy (AVR)	Vehicle Miles Traveled (VMT)	Contingency Measures for VMT
<p>Adopt a trip reduction ordinance that:</p> <ul style="list-style-type: none"> o Requires employers of 500 or more to establish a telecommuting and/or alternative work weeks program that will reduce vehicle trips 30% beyond Regulation XV. o Reduces parking space requirements for new non-residential development with an occupancy designed for 100 or more employees by: <ul style="list-style-type: none"> - 23% if subject to 1.3 AVR target in Regulation XV. - 33% if subject to 1.5 AVR target in Regulation XV. - 43% if subject to 1.75 AVR target in Regulation XV. o Requires new office development that contains over 250,000 sq. ft. or that employs over 1,000 to include a video conferencing facility. o Requires a telecommunications center in a housing subdivision of 500 units or more. 	<p>Adopt a TOM ordinance that:</p> <ul style="list-style-type: none"> o Requires multi-tenant work sites of 100 or more employees to submit Regulation XV type trip reduction plans. o Institutes a tax of 5% on public and private parking lots. o Requires public or privately-operated parking lots to offer 33% discounts to carpools and vanpools. <p>Amend the zoning ordinance and/or General Plan to:</p> <ul style="list-style-type: none"> o Increase residential densities to a minimum of 15 units per acre and commercial densities to 1:1 FAR within a 1/4 mile of RMT constrained and unconstrained transit corridors and/or stations. 	<p>Adopt a TCM ordinance that:</p> <ul style="list-style-type: none"> o Requires special event centers with 1,500 or more seats and regional shopping centers of 500,000 sq. ft. to designate parking facilities and spaces that can be used as park'n'ride lots. o Requires supportive commercial services (e.g., banks, retail, restaurants) in new business parks and office developments of 250,000 sq. ft. or more. o Requires new office buildings or office parks of 250,000 sq. ft. or more or 1,000 employees or more to provide an on-site child care facility and ground-level outdoor play areas. o Allows non-residential development projects in commercial districts to receive a density bonus by computing residential floor area at 50% its actual size for the purpose of FAR calculation. 	<ul style="list-style-type: none"> o Smog based vehicle DMV registration fee assessed annually based on emissions of vehicle and odometer readings. o Congestion pricing that charges single-occupancy vehicles to travel on congested roadways (LOS E or F) during peak commute periods.

RESOLUTION NO. R-2019-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT AND MITIGATION FEE PROGRAM FOR THE MEASURE M (M2) PROGRAM

A. Recitals

(i) The City of Placentia desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH).

(ii) The City of Placentia had endorsed a definition of and process for, determining consistency of the City's/County's Traffic Circulation Plan with the MPAH.

(iii) The City of Placentia has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction.

(iv) The City of Placentia is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City/County's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City/County during Fiscal Years (FY) 2017-18 and FY 2018-19.

(v) The City of Placentia is required to send biennially to the OCTA all recommended changes to the City/County Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs

(vi) The City of Placentia is required to adopt a resolution biennially certifying that the City/County has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development.

B. Resolution

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

a) The arterial highway portion of the City's Circulation Element of the City of Placentia is in conformance with the MPAH.

b) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2017-18 and FY 2018-19.

c) The City of Placentia reaffirms that the City Council concurs with the existing Mitigation Fee Program

PASSED, ADOPTED AND APPROVED this 18th day of June 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 18th day of June 2019 by the following vote:

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

Robert S. McKinnell, 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: JUNE 18, 2019

SUBJECT: **FISCAL YEAR 2019-20 SPECIAL TAX RATE FOR COMMUNITY FACILITIES DISTRICT NO. 2018-01 TRANSIT ORIENTED DISTRICT MAINTENANCE SERVICES**

FISCAL
IMPACT: REVENUE: \$27,617 FISCAL YEAR 2019-20

SUMMARY:

On April 3, 2018, the City Council adopted Resolution No. 2018-18, establishing Community Facilities District ("CFD") 2018-01 [Transit Oriented Development ("TOD") Maintenance Services] to provide a financing mechanism to sustain long-term maintenance and repair costs for the streetscape improvements constructed as part of the build-out of the City's TOD/Packinghouse District. On April 17, 2018, the City Council adopted Ordinance No. 2018-01 creating this CFD and further authorizing the City Council to determine, by resolution, on or before August 1 of each year, the Specific Special Tax to be levied on each parcel of land within CFD 2018-01. The Integral/Lyon Living project, also known as The Herald, is the first TOD project to be annexed into CFD 2018-01, and next fiscal year will be the first the City has levied this special assessment.

RECOMMENDATION:

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

1. Adopt Resolution R-2019-XX, A Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2018-01 (TOD Maintenance Services); and
2. Authorize inclusion of the Annual Special Tax for Community Facilities District 2018-01 (TOD Maintenance Services) for Fiscal Year 2019-20 on the Orange County Secured Property Tax Roll.

DISCUSSION:

In 2017, the City Council adopted The Transit Oriented District ("TOD")/Packinghouse District Revitalization Plan. The plan includes private and public realm development standards. As part

of that action, the City Council also adopted the TOD Streetscape Master Plan setting forth in detail the specific design standards and public streetscape improvements to be constructed by TOD developers during build-out of the project area. In 2018, the City Council established CFD 2018-01 to fund the annual operation, maintenance and repair of all the planned streetscape improvements within the TOD area. This financing program, which is authorized under the Mello-Roos Community Facilities Act of 1982, requires all future TOD development projects to annex themselves into CFD 2018-01 as part of their Conditions of Approval. As the first entitled TOD project, The Herald was the first property annexed into the CFD. All properties subject to annexation into CFD 2018-01 are wholly contained within the existing TOD project area.

Per Ordinance 2018-01, the Special Taxes for CFD 2018-01 are to be levied commencing in Fiscal Year ("FY") 2019-20. The Special Tax rates for properties within the CFD are based upon a Special Tax Report that was prepared for the initial formation of the CFD in 2018. Based on the Special Tax Report, the Special Tax rates for FY 2019-20 for residential development are \$138 per single-family detached home, \$112 per single-family attached home, and \$127 per multifamily unit. The Special Tax rate for nonresidential development is levied per square foot of building area. This includes \$0.09 for retail/other property; \$0.13 for office property and \$0.06 for industrial property. Undeveloped Property or Tax-Exempt Property are not subject to these Special Taxes.

CFD 2018-01 is subject to an Annual Escalation Factor beginning in January 2019, which shall be the greater of three percent (3%) or the annual percentage increase, if any, of the Consumer Price Index for the twelve (12) months ending the preceding December 31. The index identified in the Rate and Method of Apportionment from 2018 was the All Urban Consumers ("CPI-U") for the Los Angeles-Riverside-Orange County area. However, in January 2019 the Bureau of Labor and Statistics split the index geographically into a Los Angeles-Long Beach-Anaheim area and a Riverside-San Bernardino-Ontario area. The City has determined that the Los Angeles-Long Beach-Anaheim index is the most appropriate index as it includes both Los Angeles and Orange Counties. Since FY 2019-20 is the first time that these Special Taxes will be levied, no CPI adjustment will be applied. In subsequent fiscal years, the Special Tax rate will be adjusted according to the Annual Escalation Factor.

FISCAL IMPACT:

Currently, only two (2) parcels associated with the Integral/Lyon development are within CFD 2018-01. For FY 2019-20, these parcels will be levied at the \$127 per unit rate for the multi-family residential component and at the \$0.13/square foot rate for the office component of the property. This amounts to a total of \$27,617 in revenue recouped through assessment:

- 215 units x \$127= \$27,305
- 2,400/SF Office Space x .13= \$312

There are no budgeted expenditures of these CFD funds in the proposed FY 2019-20 Operating Budget. These revenues will be deposited into a new specific fund for this CFD with the fund balance carried forward into future fiscal years, as is the case with the City's other special revenue funds.

Prepared by:



Elsa Robinson,
Management Analyst

Reviewed and approved:



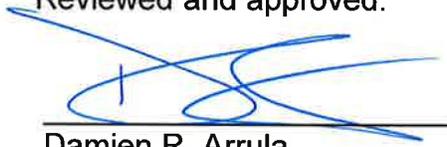
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution R-2019-XX - Annual Special Tax Levy for CFD 2018-01

RESOLUTION NO. R-2019-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA SETTING THE LEVY OF AN ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2018-01 (TOD MAINTENANCE SERVICES)

A. Recitals.

(i) The City Council of the City of Placentia ("City Council"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code ("Act") denominated COMMUNITY FACILITIES DISTRICT NO. 2018-01 (TOD Maintenance Services) ("District").

(ii) The City Council, by adoption of Ordinance No. 2014-03 ("Ordinance") as authorized by § 53340 of the California Government Code, has authorized the levy of special taxes with the District to finance the authorized service in accordance with the Rate and Method of Apportionment of the Special Tax ("RMA") set forth in Exhibit "B" to the Resolution of Formation, which is on file in the office of the City Clerk and incorporated by reference herein.

(iii) California Government Code § 53340 provides that the City Council may provide, by resolution, for the levy of the special tax in the current tax year or future tax years at the same rate or at a lower rate than the rate provided by the Ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the Clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year.

(iv) The RMA provides for an annual escalation factor of the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index ("CPI") for the Los Angeles – Riverside – Orange County, CA area as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31.

(v) the All Urban Consumers Consumer Price Index ("CPI") for the Los Angeles–Long Beach-Anaheim, CA area (part of the former Los Angeles-Riverside-Orange County, CA area) as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31 was 3.15%.

(vi) No escalation factor shall be applied for the Fiscal Year 2019-20 levy.

B. Resolution.

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

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.

2. This City Council does hereby find and determine as follows:

A. The City Council hereby levies a special tax within the District for Fiscal Year 2019-20 at the rate of \$127 per residential unit for multi-family residential property and \$.13 per square foot for office space.

C. The CFD Administrator hereby is authorized and directed to file with the County Auditor on or before the 10th day of August a certified copy of this Resolution accompanied by a list of all parcels subject to the special tax levy with the taxes to be levied on each parcel based on the 2019-20 special tax rates set forth in Part B of this Resolution.

D. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

E. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, in a space marked "Public Services Special Tax" or by any other suitable designation, the installment of the special tax.

F. The County Auditor shall, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

G. This Resolution shall become effective upon its adoption.

ADOPTED AND APPROVED this 18th day of June 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 18th day of June 2019 by the following vote:

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

Robert S. McKinnell, 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: JUNE 18, 2019

SUBJECT: **FISCAL YEAR 2019-20 ANNUAL SPECIAL TAX RATE FOR COMMUNITY FACILITIES DISTRICT NO. 2014-01 PUBLIC SAFETY SERVICES**

FISCAL
IMPACT: REVENUE: MAXIMUM OF \$34,747 FOR FISCAL YEAR 2019-20

SUMMARY:

On February 18, 2014, the City Council adopted Resolution No. 2014-10, establishing Community Facilities District ("CFD") 2014-01 (Public Services) to provide a financing mechanism to sustain the delivery of increased public safety services to new residential developments. On March 4, 2014, the City Council adopted Ordinance No. 2014-03 authorizing the City Council to determine, by resolution, on or before August 1 of each year, the Specific Special Tax to be levied on each parcel of land within the CFD.

The CFD is subject to an annual escalation factor beginning on July 1, 2015, which shall be the greater of five percent (5%) or the annual percentage increase, if any, of the Consumer Price index – All Urban Consumers ("CPI-U") for Los Angeles-Long Beach-Anaheim, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31.

RECOMMENDATION:

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

1. Adopt Resolution R-2019-XX, A Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2014-01 (Public Services); and
2. Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2014-01 (Public Services) for Fiscal Year 2019-20 on the Orange County Secured Property Tax Roll.

DISCUSSION:

In 2014, the City Council created a CFD to assist in the financing of providing police, fire and life-

1. j.
June 18, 2019

safety services to new residential developments. This type of financing program, which is authorized under the Mello-Roos Community Facilities Act of 1982, envisioned the participation of all future additional new residential development projects, either by formation of new districts or annexation into the existing CFD. The Special Tax that is currently assessed on properties within the CFD is based upon a Fiscal Impact Analysis ("FIA") that was prepared for the initial formation of the CFD in 2014. Based on the FIA, the tax rate needed to support public safety services for new development was established at \$225 for each single-family residential unit per year. Therefore, the Special Tax rates for 2014-15 were \$225 per residential unit for single-family residential property and \$170 per residential unit for multi-family residential property.

The CFD is subject to an Annual Escalation Factor beginning on July 1, 2015, which shall be the greater of five percent (5%) or the annual percentage increase, if any, of the Consumer Price Index ("CPI") for the twelve (12) months ending the preceding December 31. The index identified in the Rate and Method of Apportionment from 2014 was the CPI-U for the Los Angeles-Riverside-Orange County area. However, in January 2019, the Bureau of Labor and Statistics split the index geographically into a Los Angeles-Long Beach-Anaheim area and a Riverside-San Bernardino-Ontario area. The City has determined that the Los Angeles-Long Beach-Anaheim index is the most appropriate index as it includes both Los Angeles and Orange Counties.

The CPI for the twelve (12) months ending the preceding December 31 was 3.15%. Therefore, the Special Tax rates are being increased by five percent (5%) as allowed. The Special Tax rates for Fiscal Year 2018-19 were \$273.49 per residential unit for single-family residential property and \$206.64 per residential unit for multi-family residential property. The adjusted Special Tax rates for Fiscal Year 2019-20 are \$287.16 per residential unit for single-family residential property and \$216.97 per residential unit for multi-family residential property.

FISCAL IMPACT:

A total of \$34,747 is expected to be received from this assessment in FY 2019-20. Currently all 33 parcels of the Olsen Development, 78 parcels in the Beazer Homes/Schaner Ranch Development and 10 parcels in the HQT Spruce Street Development are within CFD 2014-01 for a total of 121 parcels – all of which have been issued building permits or are complete. As new development of multi-family and single-family homes occurs throughout the City and said residential units receive a Certificate of Occupancy, they will be added to the annual tax role and assessed accordingly.

Prepared by:



Elsa Robinson,
Management Analyst

Reviewed and approved:



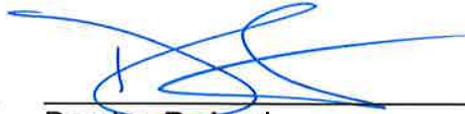
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula,
City Administrator

Attachment:

Resolution R-2019-XX - Special Tax for CFD 2014-01 (Public Services)

RESOLUTION NO. R-2019-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA SETTING THE LEVY OF AN
ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES
DISTRICT NO. 2014-01 (PUBLIC SERVICES)**

A. Recitals.

(i) The City Council of the City of Placentia ("City Council"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code ("Act") denominated COMMUNITY FACILITIES DISTRICT NO. 2014-01 (Public Services) ("District").

(ii) The City Council, by adoption of Ordinance No. 2014-03 ("Ordinance") as authorized by § 53340 of the California Government Code, has authorized the levy of special taxes with the District to finance the authorized service in accordance with the Rate and Method of Apportionment of the Special Tax ("RMA") set forth in Exhibit "B" to the Resolution of Formation, which is on file in the office of the City Clerk and incorporated by reference herein.

(iii) California Government Code § 53340 provides that the City Council may provide, by resolution, for the levy of the special tax in the current tax year or future tax years at the same rate or at a lower rate than the rate provided by the Ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the Clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year.

(iv) The RMA provides for an annual escalation factor of the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index ("CPI") for the Los Angeles – Riverside – Orange County, CA area as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31.

(v) the All Urban Consumers Consumer Price Index ("CPI") for the Los Angeles–Long Beach-Anaheim, CA area (part of the former Los Angeles-Riverside-Orange County, CA area) as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31 was 3.15%.

B. Resolution.

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

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.

2. This City Council does hereby find and determine as follows:

A. The annual escalation for FY 2019-20 shall be five percent (5%).

B. The City Council hereby levies a special tax within the District for Fiscal Year 2019-20 at the rate of \$287.16 per residential unit for single-family residential property and \$216.97 per residential unit for multi-family residential property.

C. The CFD Administrator hereby is authorized and directed to file with the County Auditor on or before the 10th day of August a certified copy of this Resolution accompanied by a list of all parcels subject to the special tax levy with the taxes to be levied on each parcel based on the 2019-20 special tax rates set forth in Part B of this Resolution.

D. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

E. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, in a space marked "Public Services Special Tax" or by any other suitable designation, the installment of the special tax.

F. The County Auditor shall, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

G. This Resolution shall become effective upon its adoption.

ADOPTED AND APPROVED this 18th day of June 2019.

Ronda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 18th day of June 2019 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JUNE 18, 2019

SUBJECT: **RESOLUTION APPROVING THE INFRASTRUCTURE FINANCING PLAN ("IFP") FOR THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT ("PLACENTIA EIFD")**

FISCAL

IMPACT: Up to \$9.1 Million in Property Tax Increment Revenue Over Approximately 20 Years

SUMMARY:

In response to the elimination of redevelopment agencies, California Senate Bill 628, effective January 1, 2015, and California Assembly Bill 313, effective January 1, 2016, authorized public agencies to form Enhanced Infrastructure Financing Districts ("EIFDs"), which are public financing instruments designed to succeed former Redevelopment Agency financing mechanisms and provide more flexibility than Infrastructure Financing Districts ("IFDs"). An EIFD is a governmental entity, separate and distinct from the city or county that establishes it and is governed by a Public Financing Authority ("PFA").

EIFDs can aid local government entities in funding public capital facilities, or other specified projects of communitywide significance, primarily by capturing tax increment revenue ("TI") generated within the district. EIFDs provide an opportunity for agencies to issue bonds for an array of public infrastructure projects as well as supporting economic development efforts in specific areas. Those areas of particular interest to Placentia are in the newly established Old Town Placentia Revitalization Plan area.

On February 19, 2019 the City Council approved Resolution No. R-2019-05, A Resolution of Intention ("ROI") proposing the establishment of the Placentia Enhanced Infrastructure Financing District ("Placentia EIFD") with the County of Orange and the initiation of proceedings to form an EIFD within City boundaries. Subsequently, on April 23, 2019 the County Board of Supervisors approved their resolution to participate in the Placentia EIFD and PFA. In addition, on May 21, 2019 the City Council approved Resolution No. R-2019-23, A Resolution to establish the membership of the Placentia EIFD PFA.

This action and in accordance with EIFD law, is to adopt a resolution approving the Infrastructure Financing Plan ("IFP") for the EIFD. The IFP specifically defines the boundaries of the EIFD,

**1. I.
June 18, 2019**

identifies the public infrastructure improvements, and the financial analysis of expected tax increment over the life of the EIFD to allow for the issuance of bonds to pay for the identified public infrastructure improvements.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2019-XX, A Resolution of the City Council of the City of Placentia, California approving the Infrastructure Financing Plan for Placentia Enhanced Infrastructure Financing District and the allocation of the City's incremental tax revenue from the project area pursuant to Government Code Section 53398.75 et seq; and
2. Authorize the City Administrator, or his designee, to execute all documents necessary, substantially in a form approved by the City Attorney.

DISCUSSION:

In response to the elimination of redevelopment agencies, California Senate Bill 628, effective January 1, 2015, and California Assembly Bill 313, effective January 1, 2016, authorized the formation of EIFDs, which are public financing instruments designed to succeed the former Redevelopment Agency financing mechanism and provide more flexibility than IFDs. An EIFD is a governmental entity, separate and distinct from the city or County that establishes it and is governed by a PFA that is comprised of one or more members from the participating EIFD parties.

EIFDs can aid local government entities in funding public capital facilities, or other specified projects of communitywide significance, primarily by capturing TI generated within the district. The primary source of revenue available to an EIFD, like a Redevelopment project area, is TI. Essentially, the added improvements gained through EIFD funding would conceptually support future development and result in increased property values, which would generate increased property tax revenues from the base year (established from the most recent equalized tax roll prior to district formation). The increased revenue can then be leveraged for additional improvements through the issuance of bonds and/or applied to fund improvements on a "pay-as-you-go" basis from the date of formation.

Unlike Redevelopment, other affected taxing entities are not required to forgo their TI for the district; participation is voluntary. Each tax sharing entity that chooses to join an EIFD has the option to allocate up to 100% of its portion of TI to the district. Under the EIFD law, school districts are precluded from participation.

EIFDs provide an opportunity for agencies to issue bonds for an array of public infrastructure projects as well as supporting economic development efforts in specific areas. The area of particular interest to Placentia is the infrastructure needed in and around the newly established Old Town Placentia Revitalization Plan. This area will require a significant investment of infrastructure in order to attract developers to the area while improving the City's housing stock and retail opportunities for the public. Land use designations in the area include residential, commercial, industrial, open space and parks. The area contains over 300 acres, which is

approximately 7.1% of the City’s total 4,243 acres. The existing assessed value is approximately \$365 million, which is approximately 5.9% of the City’s total of approximately \$6.1 billion. Within this area, new development value is projected at approximately \$460 million over the next approximately 10-20 years. In summary, the newly established Old Town Revitalization Plan, the TOD Packing House District, the prime industrial lands, and the planned hospitality areas make this area the City’s prime location for establishing an EIFD.

Collectively the TI partnership with the County in this EIFD area will generate approximately \$8 million in available funds (net of debt issuance and interest costs) to dedicate toward the Old Town Revitalization Plan area. More specifically, the proceeds will completely fund the infrastructure outlined within the Old Town Streetscape Master Plan previously adopted by the City Council in 2017.

Infrastructure Financing Plan

The Infrastructure Financing Plan (“IFP”) prepared by Kosmont Companies (“Kosmont”) for the Placentia EIFD includes tax increment revenue projections, a cap on the maximum tax increment revenue to be contributed to the EIFD by both the City and the County, bond authorization, a description of proposed facilities to be funded, a finding of communitywide significance, and a statement of the goals of the EIFD. The PFA is ultimately responsible for preparation and final adoption of an IFP for the Placentia EIFD, and the IFP is a proposal that will be provided for the PFA to consider. As a participating taxing entity of the Placentia EIFD, the County Board of Supervisors will have an opportunity to review and approve the IFP at their June 25, 2019 Board Meeting.

Projected Tax Increment Updates

Kosmont conducted a baseline tax increment analysis to determine district revenue potential based on planned projects and future development potential. Actual TI revenues are subject to changes in the types and timing of development and the real estate market.

Development Type	Sq. Ft./Units	Assessed Value Factor (2018\$)	Estimated AV (2018\$)
Residential	1,600 units	\$250K per unit	~\$400 million
Commercial/Retail/Office	125,000 sq. ft.	\$250 per sq. ft.	~\$31 million
Hotel	116 rooms	\$250K per room	~\$29 million
TOTAL			~\$460 million

Based on this analysis, the City’s contribution is expected to be approximately 48% of its share of property tax increment (~6.5 out of 13.6 cents on the dollar) within the district boundary for a maximum of \$9,100,000 total over the approximately 20-year district lifetime. The County’s contribution is expected to be approximately 43% of its share (~2.5 out of 5.9 cents) within the district boundary for a maximum of \$3,547,000 total over the approximately 20-year district lifetime.

While the Placentia area would benefit from a new dedicated revenue source for infrastructure improvements, formation of the Placentia EIFD would result in a reallocation of property tax TI revenue from the City’s General Fund. Once the Placentia EIFD terminates, TI revenue would no longer be allocated to the Placentia EIFD and will flow back into the City’s General Fund.

Preliminary Bonded Indebtedness

Kosmont Transaction Services provided a preliminary bonded indebtedness analysis with County's participation and estimated EIFD revenues. The preliminary \$8 million infrastructure loan is over the course of 20 years. A total of \$11.7 million (principle and interest) repaid over 20 years will reflect an annual payment of \$560,000 - \$600,000 for the initial \$8 million infrastructure loan.

Financial Implication of Establishing Placentia EIFD

Kosmont concluded several regional financial implications for the establishment of the Placentia EIFD, including providing essential regional transportation infrastructure improvements, improved regional competitiveness for federal/state grant funds and support of the County's Comprehensive Economic Development Strategy (e.g. job creation, quality of life improvement, promote environmental sustainability). Locally, based on the Kosmont gross economic impact analysis, approximately 3,900+ construction jobs will be created, 1,150+ permanent jobs will be created, \$800+ million in economic output from construction, and \$164+ million in annual ongoing economic output. The resulting overall establishment of the Placentia EIFD will have created an acceleration of development and related fiscal revenues in the amount of approximately \$60 million in net fiscal impact to the City and \$32 million in net fiscal benefit to the County (present value net fiscal benefit over 50 years).

Community Participation and Public Outreach Efforts

There are a number of steps in the Placentia EIFD formation process that require public outreach and participation. Under EIFD law, the preparation and distribution of the IFP and related CEQA (California Environmental Quality Act) documentation and Notice of Public Hearing must be mailed to each landowner within the Placentia EIFD, each affected taxing entity, and the PFA. Staff completed this process on May 30, 2019, allowing for at least 60 days of review prior to the PFA's public hearing scheduled for July 30, 2019. These documents were also posted on the City's website and at City Hall. A public notice for the PFA's July 30, 2019 public hearing was published in the OC Register on June 20, 2019, June 27, 2019, July 4, 2019 and July 11, 2019. Stakeholders will have the opportunity to voice their opinion to the PFA at the public hearing. Additionally, the issuance of bonds by the Placentia EIFD in the future will involve public outreach.

FISCAL IMPACT:

As described above, preliminarily, it is projected that approximately \$8 million could be generated in net bond proceeds over the approximately 20-year term of the Placentia EIFD, to help fund core public infrastructure needed to support Placentia's growth. The City's contribution is expected to be approximately 48% of its share of property tax increment (~6.5 out of 13.6 cents on the dollar) within the district boundary for a maximum of \$9,100,000 total over the approximately 20-year district lifetime. The County's contribution is expected to be approximately 43% of its share (~2.5 out of 5.9 cents) within the district boundary for a maximum of \$3,547,000 total over the approximately 20-year district lifetime.

While the Placentia area would benefit from the infrastructure improvements, the formation of the EIFD would result in a reallocation of TI (i.e., the City's share of taxes levied on property within the district boundaries on that portion of the taxable valuation over and above the taxable valuation of the base year property tax roll) from the General Fund to pay for the Placentia infrastructure improvements. While this contribution will be dedicated, it should be noted that the City is only

proposing a 20-year EIFD, even though under state law, up to 45 years of TI contribution is authorized. This is purposeful and is designed to demonstrate a conservative partnership and contribution from both agencies for a very specific purpose (Old Town Streetscape Master Plan Infrastructure), which will reap a significant return on investment for each agency.

The aforementioned TI projections are based upon various assumptions made utilizing the future growth potential of the residential, commercial, and industrial development sectors in the area. Once the EIFD has terminated, the property tax increment revenue allocated to the EIFD will flow back into the City's General Fund. The property tax generated up to the taxable valuation of the base year tax roll will continue to flow to the City's General Fund.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



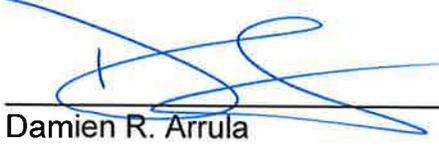
Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Kim Krause
Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution No. R-2019-XX – Approving the IFP and Allocation of Incremental Tax Revenue

RESOLUTION NO. R-2019-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE INFRASTRUCTURE FINANCING PLAN FOR PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT AND THE ALLOCATION OF THE CITY'S INCREMENTAL TAX REVENUE FROM THE PROJECT AREA PURSUANT TO GOVERNMENT CODE SECTION 53398.75 ET SEQ

A. Recitals

(i). The California Legislature enacted California Government Code (Code) sections 53398.50 through 53398.88 (EIFD Law) authorizing cities to form enhanced infrastructure financing districts and use specified property tax increment revenue generated within such districts to finance certain infrastructure and community benefit projects; and

(ii). In enacting the EIFD Law, the California Legislature found and determined that with the dissolution of redevelopment agencies, public benefits will accrue, if local agencies finance certain public infrastructure and community benefit projects authorized under the EIFD Law; and

(iii). The City Council has determined that it will be beneficial to the City of Placentia (City) to form the Placentia Enhanced Infrastructure Financing District (Placentia EIFD); and

(iv). By Resolution No. R-2019-05 the City Council has (1) stated its intention that the Placentia EIFD is proposed to be established under the EIFD Law; (2) identified the boundaries of the proposed Placentia EIFD; (3) identified the types of public facilities and development proposed to be financed or assisted by the proposed Placentia EIFD; (4) described the need for the proposed Placentia EIFD and the goals the Placentia EIFD proposes to achieve; (5) confirmed that incremental property tax revenue from the City and some, all or none of the affected taxing entities within the proposed Placentia EIFD may be used to finance these activities; and (6) set a time and place for a public hearing on the proposed Placentia EIFD; and

(v). By Resolution No. 19-032 the County of Orange Board of Supervisors has stated its intention to participate in the Placentia EIFD and Public Financing Authority; and

(vi). By Resolution No. R-2019-23 the City Council established the Placentia Enhanced Infrastructure Financing District Public Financing Authority (PFA); and

(vii). Pursuant to the EIFD Law, an Infrastructure Financing Plan (IFP) has been developed for the Placentia EIFD which defines the boundaries of the Placentia EIFD, identifies the public infrastructure improvements, and the financial analysis of

expected tax increment over the life of the EIFD to allow for the issuance of bonds to pay for the identified public infrastructure improvements.

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

B. Resolution

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

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.
2. Approval of the Infrastructure Financing Plan for Placentia Enhanced Infrastructure Financing District. The City Council hereby approves the Infrastructure Financing Plan attached hereto as Exhibit A substantially in the form presented to the City Council.
3. Approval of Tax Allocation Financing. The allocation of the City of Placentia's tax revenue from the project area pursuant to Government Code Section 533398.75 et seq is hereby approved.
4. The County-Auditor Controller will calculate the property tax shares consistent with Section 53398.75(a)(2)(b), which requires that for areas that overlap former redevelopment agency project areas, any debt or obligation of the Public Financing Authority is subordinate to the obligations of the former redevelopment agency.
5. This Resolution is hereby adopted by the City Council and the City Clerk shall cause a copy thereof to be forwarded to the Public Financing Authority.
6. That the Mayor shall sign, and the City Clerk shall attest to the passage and adoption of this Resolution.

APPROVED and ADOPTED this 18th day of June 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

Exhibit A: Infrastructure Financing Plan

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 18th day of June 2019 by the following vote:

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

Robert S. McKinnell, 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 FINANCE

DATE: JUNE 18, 2019

SUBJECT: **CONTRACT EXTENSION WITH THE PUN GROUP, INC. FOR FINANCIAL AUDITING SERVICES FOR FISCAL YEAR 2019-2020 WITH AN OPTION FOR 2020-2021**

FISCAL
IMPACT: EXPENSE: \$74,306 (FISCAL YEAR 2019-2020)
\$76,535 (FISCAL YEAR 2020-2021)

SUMMARY:

On July 19, 2016, the City Council approved a contract with the Pun Group for auditing services. The contract was for three years with an option to extend for two (2) additional one-year terms at the discretion of the City. This action will approve an amendment with the Pun Group for a one-year extension for FY 19-20 in an amount not-to-exceed \$74,306.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to the Professional Services Agreement with the Pun Group for a one-year extension for Fiscal Year 2019-2020 in an amount not-to-exceed \$74,306; and
2. Authorize the City Administrator to extend the contract for another one-year term pending satisfactory performance, in an amount not-to exceed \$76,535; and
3. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In 2016, the City solicited bids for auditing services. After receiving a recommendation from the Finance and Audit Oversight Committee, City Council awarded the contract to the Pun Group for a three-year term, with an option to extend for two (2) additional one-year terms at the discretion of the City. The Pun Group has performed satisfactorily, and Staff recommends that the City Council authorize the City Administrator to extend the contract for one year, with an option to extend for an additional one-year term based upon satisfactory performance.

1. m.
June 18, 2019

FISCAL IMPACT:

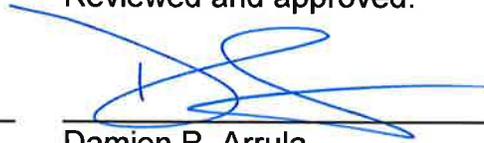
The anticipated cost for the Pun Group's services for FY 19-20 is estimated to be \$74,306 and is included in the proposed budget. The FY 20-21 cost for services is anticipated to be \$76,535 and will be budgeted accordingly.

Prepared by:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Amendment No. 1 to Professional Services Agreement with The Pun Group, Inc.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF AUDITING SERVICES WITH THE PUN GROUP, LLP.**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 4th day of June, 2019, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and the Pun Group, a Limited Liability Partnership (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective July 19, 2016 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to extend the term for an additional one-year term with the option to extend for an additional one-year term.

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

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

B. Amendment to Agreement.

1. Section 2, Paragraph 1 of the Agreement is hereby amended to read as follows:

Consultant shall be paid an amount not to exceed \$74,306 for a one-year term with an option to extend for another one-year term at the sole discretion of the City for an amount not to exceed \$76,535 for a two-year total not to exceed \$150,841.

2. Section 4, Paragraph 1 of the Agreement is hereby amended to read as follows:

This agreement shall commence on the effective date and continue for a period of 12 months, ending on June 4, 2020, with an option for the City Administrator to extend for a period of 12 months, ending on June 4, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between

the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

CONSULTANT

CITY OF PLACENTIA

By: _____
Kenneth Pun, Managing Partner

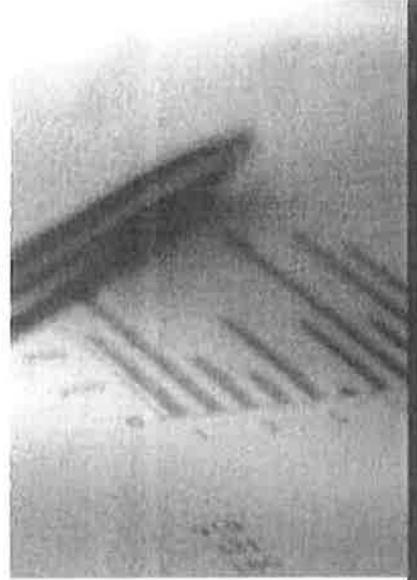
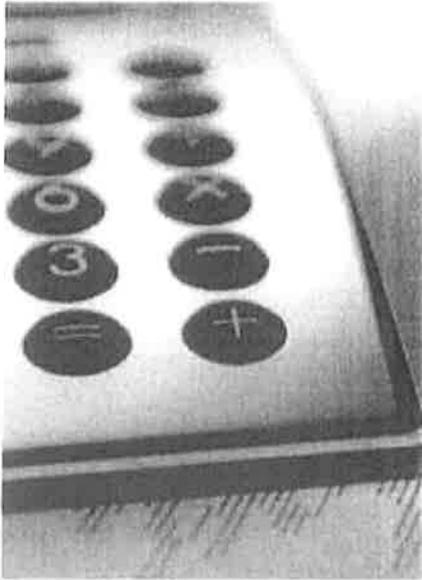
By: _____
Damien R. Arrula
City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney



TECHNICAL PROPOSAL

CITY OF PLACENTIA
PLACENTIA, CALIFORNIA

Proposal to Perform Professional Auditing Services

For Fiscal Years Ending June 30, 2016 through 2018,
with the option to extend for two (2) additional years

JUNE 15, 2016



ORIGIN

EXHIBIT A

Kenneth H. Pun, CPA, CGMA
Managing Partner
200 East Sandpointe Avenue, Suite 600, Santa Ana, CA 92707
Phone: (949) 777-8801 | Fax: (949) 777-8850 | Email: ken.pun@pungroup.com
California CPA License Number: PAR 7601
Federal Identification Number: 46-4016990



CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

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June 15, 2016

City of Placentia
Larry Schroeder | Interim Chief Financial Officer
401 E. Chapman Avenue
Placentia, CA 92870

Dear Mr. Larry Schroeder:

Please allow us to introduce our Firm and share our qualifications and proposed audit plan for the City of Placentia (the "City") pursuant to your Request for Proposal for Professional Auditing Services for Fiscal Years Ending June 30, 2016 through 2018, with the option to extend for two (2) additional years. The Pun Group, LLP, formerly known as Pun & McGeady LLP (the "Firm"), due to consolidation, has the knowledge and experience necessary to become the City's next public accounting firm, and the work plan to ensure a smooth audit process.

This letter is an acknowledgement of the Firm's understanding of the work to be performed. **We hereby offer our commitment to perform all of the required work, complete the audit, and issue the necessary auditor's report within the time periods outlined by the City.** We are secure in affirming our commitment because we have:

1. A lengthy legacy of serving California cities
2. Prodigious experience serving governmental entities
3. An efficient, lower-cost approach to auditing that focuses on high-risk areas

I will serve as your primary contact for contract negotiations. I am the managing partner of the Firm and have been authorized to legally bind the Firm. My contact information follows:

Name: Mr. Kenneth H. Pun, CPA, CGMA
Position: Managing Partner
Address: 200 East Sandpointe Avenue, Suite 600
Santa Ana, California 92707
Telephone: (949) 777-8801
Email: ken.pun@pungroup.com

You may also contact the following partner, who is authorized to represent the Firm:

Name: Mr. Gary M. Caporicci, CPA, CGFM, CFF
Position: Partner
Address: 200 East Sandpointe Avenue, Suite 600
Santa Ana, California 92707
Telephone: (949) 777-8802
Email: gary.caporicci@pungroup.com

The Pun Group is the right choice for the City of Placentia because we are experienced and focused in your industry.

- We have audited and consulted many California cities and performing similar scope of work to the City's request.
- We have assisted many clients in earning the GFOA Certificate of Achievement for Excellence in Financial Reporting.

200 East Sandpointe Avenue, Suite 600, Santa Ana, California 92707
Tel: 949-777-8800 • Toll Free: 855-276-4272 • Fax: 949-777-8850
www.pungroup.com

- Our depth of resources and specific government experience are substantial, and we are committed to deploying these resources and our experience on behalf of the City. Simply put, the City will become one of our most important clients, and will receive the priority service it deserves.
- We have assigned Gary Caporicci, our GASB Implementation Specialist, who is appointed to the State Retirement Advisory Committee by the State Controller, in assisting the City in the implementation of GASB's new standards.

Our goal for this audit is to complete the process in accordance with regulations while minimizing disruption to the City's daily operations. The Firm will:

- Develop a solid familiarity with the City's operations.
- Create a detailed audit plan during initial stages of the audit.
- Maintain an open communication line between the Engagement Team and the City's Management.
- Assign duties to qualified staff members.

This method ensures that the audit process will be performed steadily, communicated clearly, and completed efficiently.

The Firm is an Equal Opportunity Employer and complies with all Federal and State hiring requirements.

This proposal meets the requirements of the City's Request for Proposal. This letter and the accompanying proposal represent a *firm and irrevocable offer valid for a period of 120 days*.

Proof of current General Liability, Business Auto Liability, Professional Liability, and Workers' Compensation insurance can be found at the Appendices section under this proposal. We will provide a copy of our Certificate of Insurance with coverages and amounts specified in the contract with the City within 10 calendar days after the notice of contract award.

Also, upon the notice of contract award the Firm will obtain a valid Business License with the City of Placentia.

If you have any questions about the proposal or the Firm, do not hesitate to contact us. We look forward to speaking with you.

Sincerely,

The Pun Group, LLP
Certified Public Accountants and Business Advisors



Kenneth H. Pun, CPA, CGMA
Managing Partner

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

SECTION I – INDEPENDENCE

The Pun Group, LLP (the "Firm") requires all employees to adhere to strict independence standards in relation to the Firm's clients. These independence standards exceed, in many instances, the standards promulgated by the American Institute of Certified Public Accountants (AICPA).

The Pun Group, LLP certifies that it is independent of the City of Placentia (the "City"). The Firm meets independence requirements defined by the United States Government Accountability Office's (U.S. GAO's) *Government Auditing Standards*, and the American Institute of Certified Public Accountants (AICPA).

The Firm has had no professional relationships involving the City of Placentia for the past five (5) years. The Firm has no business interests which will conflict in any way with maintaining independence in regards to the City of Placentia.

The Firm will give the City of Placentia written notice of any professional relationships entered into during the period of the agreement.

SECTION II – LICENSE TO PRACTICE IN CALIFORNIA

The Firm and all key professional staff are licensed by the State of California to practice as Certified Public Accountants, and meet the Continuing Professional Education requirements under U.S. GAO's *Government Auditing Standards* to perform the proposed audits.



CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

SECTION III – FIRM QUALIFICATIONS AND EXPERIENCE

About The Pun Group, LLP

The Pun Group, LLP, *formerly known as Pun & McGeady LLP*, Certified Public Accountants and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm that is comprised of forty (40) professionals who work on a *full-time basis* and provide auditing, accounting, and advisory services. **Our Partners Group have served governmental agencies since 1989**, under the umbrella of its predecessor firm, Caporicci & Larson, where all key personnel assigned provided outstanding services to governmental entities throughout California. Out of the forty (40) professionals, thirty (30) of them are focused in the Government Assurance Practice. The Firm has offices in Orange County, San Diego, Palm Desert (California) and Phoenix (Arizona).

The combination of hands-on experience and practical knowledge exercised by our audit professionals makes the Firm unique in our field. Our technical knowledge and thorough understanding of current regulations and issues—along with the Firm's commitment to hard work, integrity, and teamwork on every engagement—enable us to help our clients succeed.

Our Governmental Partners Group—which includes Kenneth H. Pun, Gary M. Caporicci, Paul J. Kaymark, Lisa B. Lombard and Jack F. Georger—provide auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than one hundred-fifty (150) years of combined experience in the governmental industry we have become a trusted business partner, and well-respected as one of the most socially responsible accounting firms.

In addition to annual financial audits, team members undertake special studies in financial management, accounting, cost-accounting-system analysis, internal audit services, and internal control documentation and testing. By participating in industry associations and activities, we are always up to date on the latest industry changes and the impact they will have on your operations. We will keep you and our colleagues in the Firm, fully informed of these developments. Our team is committed to bringing the full breadth and depth of our expertise to the audit of the City offering an outstanding value.

Our *Orange County* office, located at 200 East Sandpointe Avenue, Suite 600, Santa Ana, California 92707 will perform the requested services for the City. In this location we count on 6 partners, 2 senior managers, 1 manager, 2 supervisors, 4 seniors, 6 professional staff and 4 administrative staff. However, we may assign additional staff from our San Diego or Palm Desert (California) offices to the engagement, at no additional cost to the City. No subcontractors will be used.

While many accounting Firms can perform an audit, not all can build a great working relationship with their clients. The Pun Group, LLP prides itself on developing lasting, personal relationships with our clients. Our hands-on partner involvement and low personnel turnover are crucial tools to our success and highly beneficial to the City.

Our Firm has:

- Extensive experience in audits of local governments as well as experience with preparation of Comprehensive Annual Financial Reports, and comprehensive assistance with the implementation of new GASB Pronouncements.
- Strong work ethic and willingness to respond to the City of Placentia requirements and needs.

Staff Consistency

The Firm is committed to maintaining staff continuity throughout audit engagements. While we cannot guarantee that our staff members will stay with the Firm, we encourage loyalty by paying competitive wages, offering opportunities for promotion, using state-of-the-art equipment, and providing excellent working conditions. We also offer benefits including retirement plans, medical plans, profit-sharing programs, and continuing education. The Firm is an equal-opportunity employer and complies with all federal and state hiring requirements. **The Firm also supports affirmative-action philosophies and works hard to provide opportunities for self-enhancement to members of disadvantaged groups.**

We guarantee that the partners assigned to this audit will be involved throughout the entire engagement term, and that assigned staff members will return to the City in future years if they are still with the firm. One of our primary audit concerns is staff continuity, and our hands-on partner involvement ensures that qualified and experienced professionals will perform audits efficiently and effectively every year of the engagement.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Other Services Offered by the Firm

Auditing and Accounting

The Pun Group, LLP provides all levels of attestation services, including audits, reviews, and special examinations on specific accounts, items, and transactions. Additionally, we provide the following: preparation of financial statements, projections, and forecasts; practical analysis of financial information on ratios, inventory, revenues, and expenses; SEC compliance; IFRS conversions.

Business/Tax Consulting

We provide guidance to closely held, emerging, and family-owned businesses. Our extensive experience with privately held businesses during their entire life cycle allows us to assist our clients to create value, increase profitability, secure financing, and reach goals.

Business Valuation

We provide many business valuation services, including, but not limited to, the following: mergers and acquisitions, joint-venture agreements, goodwill impairment, fairness opinions, restructuring from public to private entities, and allocation of purchase price.

Our multi-disciplinary team includes JDs, and MBAs who have expertise in economics, financial modeling, business management, marketing, psychology, law, competitive analysis, consumer behavior, and market research. Professional designations held by our members include CFE, CVA, CGMA, CIA, CGFM, CFF and MFAA.

Financial Recovery/Forensic Services

We provide many forensic accounting services, including, but not limited to the following: fraud and mismanagement, fraudulent transfers, stockbrokerage churning, fraud risk assessment, safeguarding of assets, organizational reviews.

Our forensic accounting and fraud investigation team excels in solving complex economic crimes. We provide guidance on the prevention and detection of fraud. Members of the team speak as leading experts at forensic accounting and fraud investigation conferences around the nation.

Tax Services

Our Firm provides many tax services, including, but not limited to the following: planning/consulting, compliance, IRS and state representation, estate planning and valuation.

We have specialists in international, federal, state and local taxes. Through careful planning, we can assist our clients with tax strategies for all levels of taxation.

Local Office's Information Technology (IT) Audit Capabilities

In order to promote audit efficiency, the Firm uses the following technology in providing auditing services:

- The Firm uses ProSystem fx® Engagement for audit documentation. It allows real time synchronization of the workpapers and real time quality control review.
- Citrix Receiver allows the engagement team to access the Firm's secure network through internet anywhere they are.
- The Firm uses ProSystem fx® Portal for file sharing with the client. Provided by client, items are uploaded to this secured site and are downloaded and reviewed prior to the fieldwork.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Most Recent External Quality Control Review

The Firm participates in the AICPA Peer Review Program, which is designed to identify weaknesses in accounting-service policies, practices, and procedures.

In 2015, an independent reviewer assessed the Firm's quality-control policies, reviewed administrative records, interviewed professional personnel, and inspected the Firm's working papers and reports from a representative sample of accounting and auditing engagements, including governmental audits. The reviewer concluded that the Firm fully complies with the AICPA's stringent standards for quality control.

A quality-control reviewer considers, among other things, a firm's policies regarding hiring, training, supervision, delegation of responsibilities, and access to technical resources.

The reviewer determined that the Firm's accounting and auditing work and internal quality-control system meet the AICPA's guidelines for professional standards.

The Firm's participation in the Peer Review Program demonstrates our commitment to quality. We also affirm our dedication to excellent client service through our voluntary memberships in the AICPA—including the AICPA's Governmental Audit Quality Center—and CalCPA.



Joseph L. DeCann, CPA
Joseph L. DeCann, CPA
Joseph L. DeCann, CPA

System Review Report

The Pin Group, LLP
Santa Ana, California;
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of The Pin Group, LLP (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/peerreviews.

As required by the standards, engagements selected for review included an engagement performed under Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of The Pin Group, LLP in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm can receive a rating of *pass*, *pass with deficiencies/weak* or *fail*. The Pin Group, LLP has received a peer review rating of *pass*.

Gyl DeCann LLP
Ontario, California
October 13, 2015



CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services



California Society of CPAs
1500 Gateway Dr., Ste. 200
San Mateo, CA 94064

February 4, 2018

Kenneth Hing-Kwong Pun
The Pun Group LLP
200 E Sandpointe Ave
Suite 600
Santa Ana, CA 92707

Dear Mr. Pun:

It is my pleasure to notify you that on January 27, 2018 the California Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is June 30, 2018. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

A handwritten signature in cursive script that reads "Linda McCrone".

Linda McCrone, CPA
Director, Peer Review Program

cc: John Lerias

Firm Number: 6192426 Review Number 372240



T: (650) 522-3094 | F: (650) 522-3000 | peerreview@aicpa.org

Federal or State Desk Review

No federal or state desk reviews or field reviews have been undertaken of any audits performed by the Firm or any of its partners, managers, or professionals during the past three (3) years.

Disciplinary Action

No disciplinary action has been taken by state regulatory bodies or professional organizations against the Firm or any of its partners, managers, or professionals during the past three (3) years.

The Firm has no conditions such as bankruptcy, pending litigations, planned office closures, mergers or any organizational conflict of interest that may affect the ability of the Firm to perform the required duties requested by the City of Placentia.

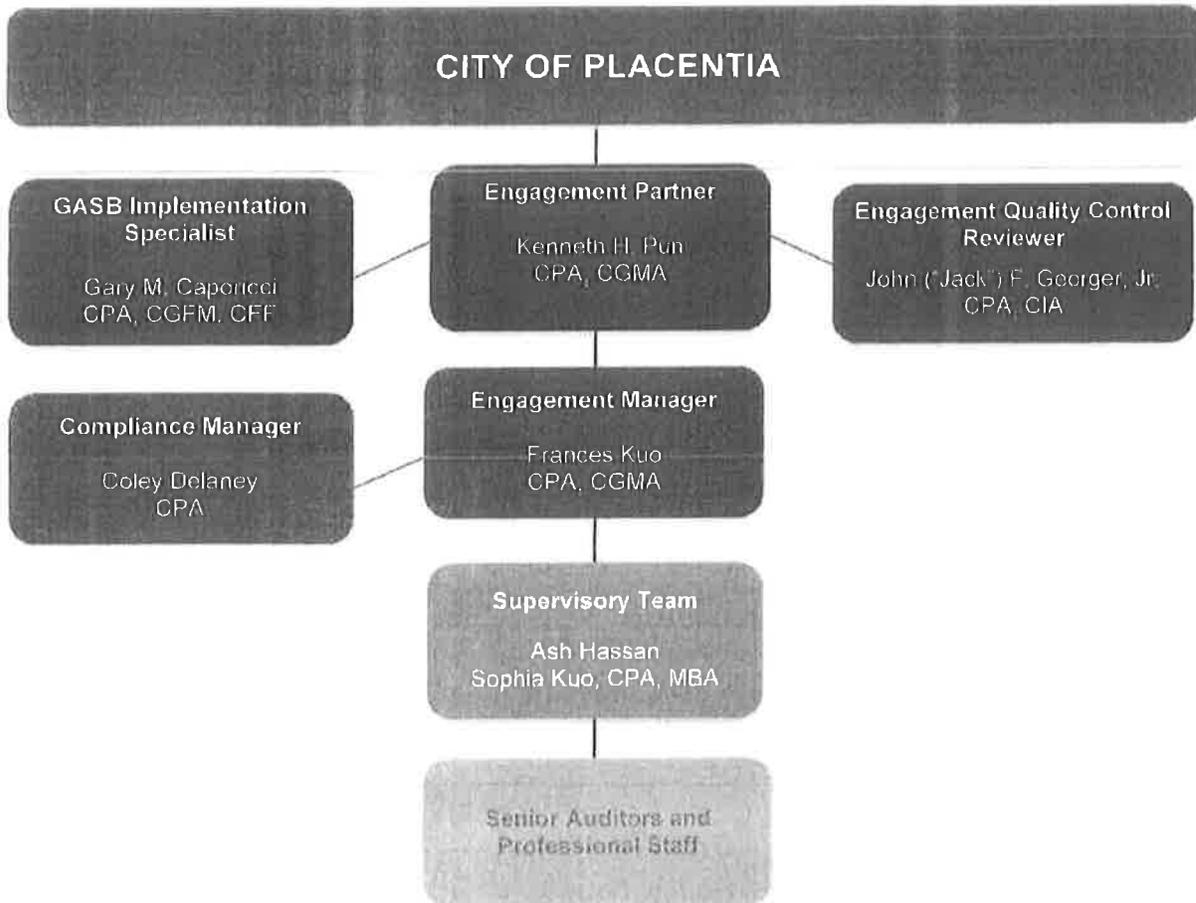
CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

SECTION IV – PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Proposed Engagement Team

The Engagement Team is carefully chosen to provide the City with all the services needed to successfully complete the audit. The Engagement and Concurring Partners are personally involved in the audit, and the Engagement Team has significant experience in governmental auditing. Our broad experience and technical capabilities allow us to provide technical support, interpret findings, and offer effective solutions to any issues that may arise.



The personnel assigned to this engagement are fully qualified to perform an efficient audit of the City, and their extensive experience will be critical to the audit process. Our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to, all GASB pronouncements, the Single Audit Act, Uniform Grant Guidance (formerly known as OMB Circular A-133), and fund operations.

If the Firm changes key personnel we will provide the City with a written notification. Engagement personnel will only be changed with the express prior written permission from the City. Audit personnel may be replaced only by those with similar or better qualifications and experience.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Kenneth H. Pun, CPA, CGMA | *Engagement Partner*

With over fifteen years of public accounting experience, Kenneth Pun is the Assurance Partner and the Partner In-Charge of the Governmental and Not-for-Profit Practice at the Firm. He specializes in audits and management consulting for governmental organizations. Ken will actively act as the Engagement Partner with the assigned task of directly overseeing the Engagement Team. He will be responsible for the speedy delivery of services for the City of Placentia. In addition, he will manage engagement planning and fieldwork, review for quality and approve work papers and reports.

John ("Jack") F. Georger, Jr., CPA, CIA | *Engagement Quality Control Reviewer*

Throughout his forty years of experience, Jack has worked diligently alongside numerous governmental municipalities, including cities, counties, and transportation agencies, as well as not-for-profit entities, providing clients with financial and compliance auditing as well as consultation services. As an Assurance Partner in our Firm, he advises clients with their complex accounting questions, and supports the engagement team with audit issues. Jack is responsible for the review of all reports issued by the Firm to ensure the utmost quality and compliance with professional standards. He is responsible for the final quality-control review within the engagement.

Gary M. Caporicci, CPA, CGFM, CFF | *GASB Implementation Specialist*

Gary Caporicci is an *appointed member of the State Controller's Retirement Advisory Committee*. Mr. Caporicci will utilize his expertise in providing advice and consultation during the implementation of the new GASB standards. As an assurance partner with over forty years of experience, Gary has provided financial and compliance audit and consultation services to governmental clients including cities, counties, transportation agencies, and school districts, as well as various not-for-profit entities. Gary will be responsible in providing advice and consultation for the implementation of these new standards.

Frances Kuo, CPA, CGMA | *Engagement Manager*

Frances Kuo will bring her attention to detail and commitment to delivering a high quality audit to the City of Placentia. Frances will work closely with the Assurance partners directing the audit team in its daily activities and tasks. She is an Assurance Services/Audit Manager who has extensive experience in auditing local governmental entities including cities, counties, transportation agencies, special districts, and not-for-profit entities.

Coley Delaney, CPA | *Compliance Manager*

Working as a Compliance Manager, Coley will direct the audit team in all compliance-related matters. He is an Assurance Services/Audit Manager in the Firm whose extensive auditing experience includes cities, counties, special districts, and not-for-profit entities.

Ash Hassan & Sophia Kuo, CPA, MBA | *Supervisory Team*

Ash Hassan and Sophia Kuo will direct the audit staff and coordinate with the City of Placentia personnel to create a seamless transition during the auditing process, and will secure the effective implementation of the audit approach.

Senior Auditors and Professional Staff

All governmental-audit members are qualified to perform financial and compliance audits of governmental agencies. This ensures that the staff quality will be consistent throughout the engagement term. Because we support both staff development and engagement continuity, we encourage senior and staff accountants to take increased responsibilities on their previous engagements as they advance professionally.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Quality-Control System

Our Firm meticulously monitors the quality and contents of our reports. The Pun Group LLP is 100% committed to providing only the highest grade of work possible for our clients and for those who rely on our audits. The Firm strives to exceed professional industry standards because of the continuing respect for our clients and our emphasis on creating long-lasting relationships. The Pun Group LLP works exclusively with those who share the same moral integrity and values.

Our quality-control system was crafted with excellence in mind. It not only meets AICPA standards, but also matches our own elevated standards, which includes the following professional-development activities.

Professional Development

Each Engagement Team member is up-to-date with continuing professional education requirements. The Firm encourages staff members to participate in the continuing education programs offered by the AICPA and the CalCPA Education Foundation in order to always keep our staff well versed in the changing field and any new regulations. These classes include, among others:

- Basic Concepts of Governmental Accounting, Financial Reporting and Auditing
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Grant Guidance (formerly known as OMB Circular A-133)
- Governmental and Nonprofit Annual Update
- Governmental Accounting and Auditing: The Annual Update
- Auditing Standards: A Comprehensive Review

In addition, the Firm provides comprehensive in-house training for all levels of staff. The program includes seminars developed by the Firm, educational programs developed by the AICPA and CalCPA, and on-the-job training.

Every year, all professional and administrative staff members receive an annual overview and review of topics such as these:

- Principles of accounting and financial reporting for state and local governments
- Governmental fund types
- Newly issued U.S. generally accepted auditing standards and government auditing standards
- Internal control evaluation approaches, including COSO Internal Control Framework
- Updates on recent governmental accounting and reporting guidelines and pronouncements
- Single Audit requirements and approaches
- Risk based audit approaches
- Working paper techniques
- Current issues facing the governmental community

These ongoing continuing education activities and training programs ensure that the Engagement Team is always receiving the most current and pertinent information; we believe that an educated staff is a necessity when providing the most efficient and effective audit of the City.

Engagement Team Resumes

City of Placentia deserves experienced professionals who work as a team. The Pun Group, LLP will provide qualified employees to perform the audit; no subcontractors will be used. Resumes for key Engagement Team members follow.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Kenneth H. Pun, CPA*, CGMA
Engagement Partner



Kenneth H. Pun is the Managing Partner and the Director of the Governmental and Not-for Profit Practice of the Firm.

Prior to founding his own practice, Ken was employed by Caporicci & Larson, a specialty CPA firm recognized as one of California's foremost experts in governmental and not-for-profit accounting, auditing, and advisory service. He started with the firm in 2001 and was promoted to Partner in 2008. He has performed numerous audits for cities, counties, transportation agencies, community college districts, other special districts, and not-for-profit healthcare entities of various sizes.

By leveraging more than fifteen years of public accounting experience with a high level of expertise, Ken is often engaged by clients as a result of premier level of service he provides, his commitment, and his innovative methods of increasing operational efficiencies and reducing costs. Ken is a trusted advisor and a leader of accounting services to governmental and not-for-profit organizations.

In addition to working with clients, Ken provides the audit teams with direction and technical guidance to ensure adherence to The Pun Group's quality controls, and he assists with the development of the Assurance Services practice. Ken also speaks on topics related to audits and quality control and shares his expertise with clients through annual educational seminars.

EDUCATION

- ✓ BS Degree in Business Administration, emphasis in Accounting from the University of California, Riverside
- *Licensed by the State of California*

PROFESSIONAL & CIVIC AFFILIATIONS

- ✓ Member, American Institute of Certified Public Accountants (AICPA)
- ✓ Member, California Society of Certified Public Accountants (CalCPA)
- ✓ Member, CalCPA Governmental Accounting and Auditing Committee
- ✓ Member, CalCPA Governmental Accounting and Auditing Conference Planning Committee
- ✓ Member, Government Finance Officers Association (GFOA)
- ✓ Member, California Society of Municipal Finance Officers (CSMFO)
- ✓ Speaker, CSMFO Conference (2014)
- ✓ Instructor, CalCPA Fall Series (2014) – Long Beach and Orange County Chapter

PROFESSIONAL EXPERIENCE

• City of Arvin	• City of Arcadia
• City of Bradbury	• City of Calexico
• City of Carpinteria	• City of Cerritos
• City of Chula Vista	• City of Clearlake
• City of Clovis	• Town of Danville
• City of Desert Hot Springs	• City of Encinitas
• City of Fairfield	• City of Gardena
• City of Hemet	• City of Hermosa Beach
• City of Huntington Park	• City of Industry
• City of Lakewood	• City of Monterey Park
• City of Morro Bay	• City of National City
• City of Placentia	• City of Poway
• City of Ridgcrest	• City of San Bernardino
• City of Solana Beach	• City of Shafter
• City of Stockton	• Alliance Medical Center
• Anderson Valley Health Clinic	• Centro Medico Community Clinic
• Desert Hot Springs Health and Wellness Foundation	• Family Health Centers of San Diego
• Industry Convalescent Hospital	• Marin City Health and Wellness Center
• McCloud Healthcare Clinic	• Mountain Valleys Health Centers
• Redwood Coast Medical Services	• Shingletown Medical Center

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CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

• Tulare Community Health Clinic	• United Health Centers of San Joaquin Valley
• Gold Coast Transit	• North County Transit District
• San Diego Metropolitan Transit System	• Shasta Regional Transportation Agency
• SunLine Transit Agency	• Las Virgenes Municipal Water District
• Las Virgenes-Triunfo Joint Powers Authority	• Encinitas Ranch Golf Authority
• Fallbrook Healthcare District	• Marina Coast Water District
• Menlo Park Fire Protection District	• Newport Coast Elementary School District
• Riverside County Flood Control and Water Conservation District	• Southwestern Community College District

OTHER RELEVANT EXPERIENCE

City of Stockton

The City of Stockton filed a petition for Chapter 9 bankruptcy protection with the United States Bankruptcy Court on June 28, 2012, the largest municipality bankruptcy at the time. The Firm was engaged as audit liaison and advisor in 2012 for the City's 2011 audit. The City also engaged the Firm to help drafting the Comprehensive Annual Financial Report in accordance with U.S. GAAP and in compliance with GFOA guidelines for the certificate of achievement for excellence in financial reporting program.

With the superb services provided, the City of Stockton also engaged the Firm to provide audit service for the years ending June 30, 2012 through 2015 due to the early termination of the contract from its predecessor firm. Mr. Kenneth H. Pun has been assigned as the engagement partner who facilitated the audit process since then. The engagement team completed the audit and issued the audit reports for the year ended June 30, 2012 and 2013 within the one year timeframe.

City of Desert Hot Springs

The City of Desert Hot Springs engaged the Firm to provide professional auditing services since June 30, 2013. During the audit, certain deficiencies were noted that the City cited as the cause of their financial hardship. The City reduced its overall workforce resulting in many positions unfilled. However, our Firm was still able to complete the engagement in a timely manner and provide valuable recommendations to the City Council in addressing their deficiencies.

In addition, during the year ended June 30, 2013, the City entered into a very complicated financial arrangement, New Market Tax Credit financing, for the construction of the Desert Hot Springs Health and Wellness Center. Our Firm has provided guidance to the City in addressing complex accounting issues and helped drafting the stand-alone financial statements to fulfil the addition reporting requirements under the New Market Tax Credit financing.

San Diego Metropolitan Transit System ("MTS")

On January 1, 2003, California Senate Bill 1703 (SB 1703) became effective. SB 1703 required the consolidation of the planning and programming functions of MTS and the North County Transit District (NCTD) into the San Diego Association of Governments (SANDAG) in an initial transfer to take place prior to July 1, 2003. SB 1703 also required the consolidation of certain project development and construction functions of MTS and NCTD into SANDAG in a subsequent transfer to take place prior to January 30, 2004. The initial transfer occurred on July 1, 2003, and the subsequent transfer occurred on October 13, 2003. With these actions, employees were transferred from MTS and NCTD to SANDAG, and certain planning, development, and construction functions were also transferred.

After the enactment of SB 1703, Mr. Kenneth H. Pun was able to convert MTS financial model from general-purpose government to stand-alone business-type activities government under GASB Statement No. 34 in 2007. By doing so, MTS has significantly improved their financial reporting.

CONTINUING PROFESSIONAL EDUCATION

- ✓ Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:
 - Governmental and Nonprofit Annual Update
 - Government Auditing Standards
 - GASB Basic Financial Statements for State and Local Governments
 - Single Audits: Uniform Grant Guidance (formerly OMB Circular A-133)
 - Financial Accounting Standards Board Annual Updates
 - Statement on Standards for Accounting and Review Services Updates
- ✓ Has met the current CPE educational requirements to perform audits of governmental agencies.

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CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

John F. Georger, Jr., CPA⁺, CIA
Engagement Quality Control Reviewer



Jack Georger is the Partner of the Governmental Division by leveraging more than forty years of public accounting and auditing experience in the government, agribusiness, financial services, manufacturing and non-profit sectors. Mr. Georger brings an in-depth knowledge and practical expertise to each client engagement. Mr. Georger coordinates, plans, and manages financial audit activities, consulting activities, federal and state compliance audit activities, performance audits and numerous quality control and internal control reviews for a broad mix of governmental agencies and programs throughout the United States.

Jack is a continuing professional education course instructor for the AICPA. Annually, he instructs over 300 hours on accounting and auditing subjects. He has coauthored training material in governmental accounting and auditing for the AICPA and is the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits.

Mr. Georger is licensed to practice as a certified public accountant in the states of California, New York, Virginia, Maryland, District of Columbia, Georgia, South Carolina, Missouri, Connecticut (inactive), and Wyoming (inactive), and is a Certified Internal Auditor (CIA).

EDUCATION

- ✓ Bachelor of Science, George Mason University Fairfax, Virginia

**Licensed by the State of California, New York, Virginia, Maryland, District of Columbia, Georgia, South Carolina, Missouri and Connecticut (inactive) and Wyoming (inactive)*

PROFESSIONAL & CIVIC AFFILIATIONS

- ✓ Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- ✓ Member, Institute of Internal Auditors
- ✓ Member, California Society of Certified Public Accountants (CalCPA)
- ✓ Member, CalCPA Government Accounting and Auditing Committee
- ✓ Member, New York Society of Certified Public Accountants (NYSSCPA)
- ✓ Chairman, NYSSCPA Government Accounting and Auditing Committee
- ✓ Member, NYSSCPA Auditing Standards Committee
- ✓ Member, NYSSCPA Financial Accounting Standards Committee
- ✓ Member, NYSSCPA Not-for-Profit Committee
- ✓ Member, Missouri Society of Certified Public Accountants (MSCPA)
- ✓ South Carolina Association of Certified Public Accountants (SCACPA)
- ✓ Member, Government Finance Officers Association (GFOA) – CAFR Reviewer

KEY CLIENTS

- Local Governments:
 - Town of Andrews, South Carolina
 - County of Isle of Wight, Virginia
 - City of Richmond, Virginia

CONTINUING PROFESSIONAL EDUCATION

- ✓ Instructor of over 300 hours of municipal accounting courses offered by the AICPA
- ✓ Has met the current CPE educational requirements to perform audits of governmental agencies.

200 East Sandpointe Avenue, Suite 600, Santa Ana, California 92707
Email: Jack.Georger@pungroup.com | Phone: (949) 777-8804 | Fax: (949) 777-8850

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Gary M. Caporicci, CPA*, CGFM, CFF
GASB Implementation Specialist



Gary M. Caporicci has more than forty years of diversified business experience, including a specialization in audit and management consulting for government organizations. Gary's clients include public and private universities and colleges, city and county governments, state agencies, joint power authorities, healthcare agencies, transportation agencies, and special districts. Known for his expertise in the areas of construction and government, Gary wrote the AICPA audit guides on these topics, and he has authored many audit and accounting courses for professional groups, as well as academic institutions. He frequently speaks and lectures at many professional organizations, governmental seminars, and conferences held by industry associations, other accounting firms, and universities. In addition, he authors white papers for the California Committee on Municipal Accounting.

Prior to working with the Firm, Gary founded his own accounting practice. He also spent eleven years with a "Big Eight" professional services firm, where he was an Audit Manager and gained broad experience in a wide range of industries such as government, construction, manufacturing, mutual funds, and insurance. Prior to that, Gary held a consultant position with a "Big Four" practice and was Vice President of a national insurance and financial services company.

In 2015 Gary Caporicci was appointed to the State Retirement Advisory Committee by the State Controller.

EDUCATION

- ✓ BS Degree in Accounting and Finance from the Armstrong University

*Licensed by the State of California

PROFESSIONAL & CIVIC AFFILIATIONS

- ✓ Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- ✓ Member, Author and Instructor, California Society of Certified Public Accountants (CalCPA)
- ✓ Past Chair, CalCPA Governmental Accounting and Auditing Committee
- ✓ Chair and Speaker, CalCPA Governmental Accounting and Auditing State Conferences
- ✓ Member, CalCPA Council
- ✓ Chair, California Committee on Municipal Accounting (CCMA)
- ✓ Member, Government Finance Officers Association (GFOA)
- ✓ Member, California Society of Municipal Finance Officers (CSMFO)
- ✓ Member, Governmental Accounting Standards Board (GASB)
- ✓ Member, Deposit and Investment Risks Disclosure Task Force (GASB No. 40)
- ✓ National Reviewer and Speaker, Government Finance Officers Association
- ✓ Adjunct Professor, National University
- ✓ Past Member, Texas Governmental Accounting and Auditing Committee
- ✓ GFOA Certificate for Excellence in Financial Reporting – Reviewer

CONTINUING PROFESSIONAL EDUCATION

- ✓ Author and Instructor of various municipal accounting courses offered by CalCPA Education Foundation and local universities including:
 - o Governmental and Nonprofit Annual Update
 - o Government Auditing Standards
 - o GASB Basic Financial Statements for State and Local Governments
 - o Single Audits: Uniform Grant Guidance (formerly OMB Circular A-133)
- ✓ Has met the current CPE educational requirements to perform audits of governmental agencies.

200 East Sandpointe Avenue, Suite 600, Santa Ana, California 92707
Email: Gary.Caporicci@pungroup.com | Phone: (949) 777-8802 | Fax: (949) 777-8850

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Frances Kuo, CPA*, CGMA
Engagement Manager



Frances Kuo is a Senior Manager in The Pun Group, LLP's Assurance division. Frances has over ten years of accounting and auditing experience working with governmental agencies, not-for-profit entities, and employee benefit plans. Frances also has particular expertise in conducting financial audits under GAO Yellow Book standards and compliance audits in accordance with Uniform Grant Guidance (formerly OMB Circular A-133).

Frances has performed audits and other attestation services for several municipalities throughout California including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special Districts. She has assisted these clients with publishing their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

Ms. Kuo is the in-house instructor who provides training, both theoretical and on-the-job training, to lower level staff. She has developed training materials on the risk based audit approach, GASB Statement No. 34 reporting, Single Audits, and employee benefit plan audits.

EDUCATION

- ✓ BS Degree in Business Administration, Emphasis in Accounting, from the University of California, Riverside
- ✓ BA Degree in Economics from the University of California, Riverside

*Licensed by the State of California, Arizona and Virginia.

PROFESSIONAL & CIVIC AFFILIATIONS

- ✓ Member, American Institute of Certified Public Accountants (AICPA)
- ✓ Member, California Society of Certified Public Accountants (CalCPA)
- ✓ Member, California Society of Municipal Finance Officers (CSMFO)

RELEVANT PROJECT EXPERIENCE

• City of Arcadia	• City of Bradbury
• City of Cerritos	• City of Carpinteria
• City of Desert Hot Springs	• City of Gardena
• City of Huntington Park	• City of Huntington Beach
• City of Hermosa Beach	• City of Hemet
• City of Industry	• City of Monterey Park
• City of Ridgecrest	• Conejo Recreation and Park District
• Las Virgenes Municipal Water District	• Marina Coast Water District
• Mountains Recreation and Conservation Authority	• San Diego Transit Corporation Retirement Plan
• Tulare Community Health Clinic	• San Diego Metropolitan Transit System
• San Diego Association of Governments	• Southwestern Community College District
• Valley Sanitary District	• Shanghai Jiao Tong University Foundation of America

CONTINUING PROFESSIONAL EDUCATION

- ✓ Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:
 - Governmental and Nonprofit Annual Update
 - Government Auditing Standards
 - GASB Basic Financial Statements for State and Local Governments
 - Single Audits: Uniform Grant Guidance (formerly OMB Circular A-133)
 - Financial Accounting Standards Board Annual Updates
 - Statement on Standards for Accounting and Review Services Updates
- ✓ Has met the current CPE educational requirements to perform audits of governmental agencies.

200 East Sandpointe Avenue, Suite 600, Santa Ana, California 92707
 Email: Frances.Kuo@pungroup.com | Phone: (949) 777-8805 | Fax: (949) 777-8850

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Coley Delaney, CPA*
Compliance Manager



Coley Delaney is a Senior Manager within The Pun Group, LLP's Assurance division. In his nine years of accounting and auditing experience, Coley has worked with governmental agencies, not-for-profit entities and private for-profit entities. Coley specializes in conducting financial audits under GAO Yellow Book standards and compliance audits in accordance with Uniform Grant Guidance (formerly known as OMB Circular A-133).

Coley has performed audits and other attestation services for several governmental agencies throughout California including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts, and he has helped them publish their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

Mr. Delaney develops training materials and shares his expertise internally with other Firm professionals. Coley is a frequent speaker at in-house seminars on topics related to government auditing standards and Single Audits.

EDUCATION

- ✓ BA Degree in Business Economics Emphasis in Accounting from the University of California, Santa Barbara.
- *Licensed by the State of California*

PROFESSIONAL & CIVIC AFFILIATIONS

- ✓ Member, American Institute of Certified Public Accountants (AICPA)
- ✓ Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT PROJECT EXPERIENCE

• City of Arvin	• City of Arcadia
• City of Chula Vista	• City of Clearlake
• City of Clovis	• Town of Danville
• City of Fairfield	• City of Encinitas
• City of Gardena	• City of Hermosa Beach
• City of Industry	• City of Monterey Park
• City of Poway	• City of National City
• City of Solana Beach	• City of San Bernardino
• City of Stockton	• City of Shafter
• Redwood Coast Medical Services	• Family Health Centers of San Diego
• San Diego Metropolitan Transit System	• United Health Centers of San Joaquin Valley
• SunLine Transit Agency	• North County Transit District
• Fallbrook Healthcare District	• Southwestern Community College District

CONTINUING PROFESSIONAL EDUCATION

- ✓ Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:
 - Governmental and Nonprofit Annual Update
 - Government Auditing Standards
 - GASB Basic Financial Statements for State and Local Governments
 - Single Audits: Uniform Grant Guidance (formerly OMB Circular A-133)
 - Financial Accounting Standards Board Annual Updates
 - Statement on Standards for Accounting and Review Services Updates
- ✓ Has met the current CPE educational requirements to perform audits of governmental agencies.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Ash Hassan
Supervisory Team



Ash Hassan is a Supervisor of The Pun Group, LLP. He has more than eight (8) years of governmental experience that ranges from GASB audit/reporting, Internal Controls, Single Audit, not-for-profit organizations, employee benefit plans, Corporate Financial Reporting, and Data Analysis.

In various engagements, Ash has been involved in providing significant services to various governmental entities and actively contributed and participated in the planning process, implementation of the audit work plan, supervision of staff, compliance testing for the Single Audit Concept and preparation of the Comprehensive Annual Financial Reports. Ash has experience in both private and public sectors.

EDUCATION

- ✓ BS Degree in Accounting from Cairo University.

PROFESSIONAL & CIVIC AFFILIATIONS

- ✓ Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT PROJECT EXPERIENCE

• City of Covina	• City of Rancho Mirage
• City of Lawndale	• City of Woodland Hills
• City of Compton	• City of Hughson
• City of Seal Beach	• City of Fullerton
• City of Simi Valley	• City of Santa Fe Springs
• Orange County Transportation Authority (OCTA)	• City of Oxnard
• Santa Barbara County Association of Governments	• Midway City Sanitary District
• Southeast Area Social Services Funding Authority (SASSFA)	• West San Gabriel Valley Consortium
• Friends of Oasis Senior Center	• California Community Economic Development Association
• Costa Mesa Senior Center	• Spring Board Nonprofit Consumer Credit Management
• Newport Beach Public Library Foundation	• Tony Hawk Foundation
• Neighborhood Housing of Orange County	• Realty World, Inc.
• Haralambos Beverage Company, Inc.	• Suzuki Motor Corporation 401K
• View tech Financial Services	• Alta Marketing 401k
• Aluratek, Inc.	• Fisher & Paykel 401K

CONTINUING PROFESSIONAL EDUCATION

- ✓ Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:
 - Governmental and Nonprofit Annual Update
 - Government Auditing Standards
 - GASB Basic Financial Statements for State and Local Governments
 - Single Audits: Uniform Grant Guidance (formerly OMB Circular A-133)
 - Financial Accounting Standards Board Annual Updates
 - Statement on Standards for Accounting and Review Services Updates
- ✓ Has met the current CPE educational requirements to perform audits of governmental agencies.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Sophia Kuo, CPA*, MBA
Supervisory Team



Sophia Kuo is a Senior Auditor of The Pun Group, LLP. She has over four years of public accounting experience including governmental experience that ranges from GASB audit/reporting, Internal Controls/COSO Framework, Single Audit, Corporate Financial Reporting, Data Analysis and Taxation.

In various engagements, Sophia has been involved in providing significant services to various governmental entities and actively contributed and participated in the planning process, implementation of the audit work plan, supervision of staff, compliance testing for the Single Audit Concept and preparation of the Comprehensive Annual Financial Reports.

EDUCATION

- ✓ MAcc from Idaho State University
- ✓ MBA from Idaho State University
- ✓ BA Degree in International Trade and Finance, emphasis in Finance from Fu Jen Catholic University

**Licensed by the State of California*

PROFESSIONAL & CIVIC AFFILIATIONS

- ✓ Member, American Institute of Certified Public Accountants (AICPA)
- ✓ Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT PROJECT EXPERIENCE

• City of Arvin	• City of Arcadia
• City of Carrizo	• City of Desert Hot Springs
• City of Gardena	• City of Hermosa Beach
• City of Huntington Park	• City of Monterey Park
• City of Lakewood	• City of Stockton
• Los Virgenes Municipal Water District	• Ventura County Transportation Commission
• SunLine Transit Agency	• United Health Centers of the San Joaquin Valley (401K Plan)
• Easter Seals of Southern California (401K Plan)	• Tulare Community Health Clinic (401K Plan)

CONTINUING PROFESSIONAL EDUCATION

- ✓ Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:
 - Governmental and Nonprofit Annual Update
 - Government Auditing Standards
 - GASB Basic Financial Statements for State and Local Governments
 - Single Audits: Uniform Grant Guidance (formerly OMB Circular A-133)
 - Financial Accounting Standards Board Annual Updates
 - Statement on Standards for Accounting and Review Services Updates
- ✓ Has met the current CPE educational requirements to perform audits of governmental agencies.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

SECTION V – REFERENCES

The following five clients are examples of some of the engagements that are similar to the requirements in the City's proposal. Additional references are available upon request. Please feel free to contact these governmental agencies to learn more about their experiences working with us.

Reference 1:

Name of Client: City of Stockton
Service Period: June 30, 2012 to Present
Scope of Work: The Firm has provided professional auditing services to the City of Stockton which includes the audit of the City's CAFR, Single Audit, and Measure W. In addition, the Firm has performed agreed-upon procedures of the Appropriation Limit.

GFOA Award: Yes
Engagement Partner: Kenneth H. Pun | Concurring Partner: Gary M. Caporicci
Engagement Manager: Coley Delaney | Compliance Manager: Frances Kuo
Total Hours: Average 2,500 hours per year
Principle Client Contact: Mr. Edwin Gato
edwin.gato@stockton.ca.gov
Accounting Manager
425 N. El Dorado Street
Stockton, CA 95202
(209) 937-8499

Reference 2:

Name of Client: San Diego Metropolitan Transit System
Service Period: June 30, 2005 to Present
Scope of Work: The Firm has provided professional auditing services to the San Diego Metropolitan Transit System, since 2005, which includes the audit of the CAFR and Single Audit. In addition, the Firm has performed agreed-upon procedures on the Indirect Cost Rates, compliance with California Transportation Development Act for MTS, San Diego Transportation Corporation and San Diego Trolley Incorporated, compliance on National Transit Database and compliance audit on Public Transportation Modernization Improvement and Service Enhancement Account.

GFOA Award: Yes
Engagement Partner: Kenneth H. Pun | Concurring Partner: Gary M. Caporicci
Engagement Manager: Coley Delaney | Compliance Manager: Frances Kuo
Total Hours: Average 1,850 hours per year
Client Contact: Ms. Erin Dunn
Controller
erin.dunn@sdmts.com
1255 Imperial Avenue, Suite 1000,
San Diego, CA 92101
(619) 557-4536

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Reference 3:

Name of Client: City of Desert Hot Springs
Service Period: June 30, 2013 to Present
Scope of Work: The Firm has provided professional auditing services to the City of Desert Hot Springs which includes the audit of the City's Basic Financial Statements, and Single Audit. In addition, the Firm has performed agreed-upon procedures of the Appropriation Limit and Transient Occupancy Tax (TOT).

GFOA Award: N/A
Engagement Partner: Kenneth H. Pun | Concurring Partner: Gary M. Caporicci
Engagement Manager: Frances Kuo | Compliance Manager: Coley Delaney
Total Hours: Average 500 hours per year
Principle Client Contact: Ms. Linda Kelly
lkelly@cityofdhs.org
Financial Specialist
65-950 Pierson Blvd.
Desert Hot Springs, CA 92240
(760) 329-8411 ext. 289

Reference 4:

Name of Client: City of Clovis
Service Period: June 30, 2006 to Present
Scope of Work: The Firm has provided professional auditing services to the City of Clovis which includes the audit of the City's CAFR, Successor Agency and Single Audit. In addition, the Firm has performed agreed-upon procedures of the Appropriation Limit.

GFOA Award: Yes
Engagement Partner: Kenneth H. Pun | Concurring Partner: Gary M. Caporicci
Engagement Manager: Coley Delaney | Compliance Manager: Frances Kuo
Total Hours: Average 400 hours per year
Principle Client Contact: Ms. Jamie Hughson
JamieH@ci.clovis.ca.us
Finance Director
1033 Fifth Street
Clovis, CA 93612
(559) 324-2106

Reference 5:

Name of Client: Town of Danville
Service Period: June 30, 1999 to Present
Scope of Work: The Firm has provided professional auditing services to the Town of Danville which includes the audit of the City's CAFR, Financing Authority, the Lighting and Landscaping Assessment District's Basic Financial Statements, and Single Audit. In addition, the Firm has performed agreed-upon procedures of the Appropriation Limit.

GFOA Award: Yes
Engagement Partner: Kenneth H. Pun | Concurring Partner: Gary M. Caporicci
Engagement Manager: Coley Delaney | Compliance Manager: Frances Kuo
Total Hours: Average 300 hours per year
Principle Client Contact: Ms. Lani Ha
LHa@danville.ca.gov
Accounting Manager
510 La Gonda Way
Danville, CA 94526
(925) 314-3358

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Firm's Municipal Clients

The Pun Group, LLP has performed numerous audits of governmental organizations subject to financial and compliance audits. These audits were performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Grant Guidance (formerly known as OMB Circular A-133) and its Compliance Supplement (when applicable), Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts. **A list of current engagements is as follows:**

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Engagement Partner	Total Hours
City of Arvin	2013 – Present	Yes	Yes	N/A	Kenneth H. Pun	400
City of Bradbury	2012 – Present	Yes	N/A	N/A	Kenneth H. Pun	150
City of Calexico	2007 – Present	Yes	Yes	N/A	Kenneth H. Pun	750
City of Cerritos	2009 – Present	Yes	Yes	Yes	Kenneth H. Pun	400
City of Clovis	2006 – Present	Yes	Yes	Yes	Kenneth H. Pun	400
Town of Danville	1999 – Present	Yes	Yes	Yes	Gary Caporicci	300
City of Desert Hot Springs	2013 – Present	Yes	N/A	N/A	Kenneth H. Pun	500
City of Encinitas	2014 – Present	Yes	Yes	Yes	Kenneth H. Pun	350
City of Gardena	2007 – Present	Yes	Yes	Yes	Gary Caporicci	700
City of Hemet	2015 – Present	Yes	Yes	N/A	Kenneth H. Pun	380
City of Hermosa Beach	2004 – Present	Yes	N/A	Yes	Kenneth H. Pun	200
City of Huntington Park	2015 – Present	Yes	Yes	N/A	Kenneth H. Pun	650
City of Industry	2015 – Present	Yes	Yes	Yes	Kenneth H. Pun	710
City of Laguna Niguel	2016 – 2020	Yes	Yes	Yes	Kenneth H. Pun	400
City of Lakewood	2013 – Present	Yes	Yes	Yes	Kenneth H. Pun	380
City of Morro Bay	2015 – Present	Yes	Yes	N/A	Kenneth H. Pun	400
City of National City	2013 – Present	Yes	Yes	Yes	Kenneth H. Pun	600
City of Placerville	2008 – Present	Yes	Yes	N/A	Kenneth H. Pun	350
City of Ridgecrest	2009 – Present	Yes	Yes	Yes	Kenneth H. Pun	300
City of San Bernardino	2015 – Present	Yes	Yes	N/A	Kenneth H. Pun	3,000
City of Stockton	2012 – Present	Yes	Yes	N/A	Kenneth H. Pun	2,500
Gold Coast Transit System	2015 – Present	Yes	Yes	Yes	Paul J. Kaymark	150
San Diego Metropolitan Transit System	2005 – Present	Yes	Yes	Yes	Kenneth H. Pun	1,850
Shasta Regional Transportation Agency	2015 – Present	Yes	N/A	N/A	Kenneth H. Pun	200
Ventura County Railroad Company, LLC	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	60
Ventura County Transportation Commission	2015 – Present	Yes	Yes	Yes	Kenneth H. Pun	400

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Engagement Partner	Total Hours
Altadena Library District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	90
Antelope Valley State Water Contractors Association	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	40
Barstow Heights Community Services District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	40
Big Bear City Airport District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	120
Big Bear City Community Services District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	200
Bodega Bay Fire Protection District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	140
Casitas Municipal Water District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	230
Desert Recreation District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	150
Desert Recreation Foundation	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	40
Diablo Water District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	350
East Orange County Water District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	130
El Toro Water District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	270
Encinitas Ranch Golf Authority	2015 – Present	Yes	N/A	N/A	Kenneth H. Pun	100
Fallbrook Healthcare District	2008 – Present	Yes	N/A	N/A	Kenneth H. Pun	75
Golden Hills Community Services District	2016 – 2018	Yes	N/A	N/A	Paul J. Kaymark	180
Las Virgenes Municipal Water District	2014 – Present	Yes	N/A	N/A	Kenneth H. Pun	300
Marina Coast Water District	2012 – Present	Yes	N/A	Yes	Kenneth H. Pun	240
Menlo Park Fire Protection District	2015 – Present	Yes	Yes	Yes	Kenneth H. Pun	240
Newport Coast Elementary School Foundation	2010 – Present	Yes	N/A	N/A	Kenneth H. Pun	20
North Coast Fire Protection District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	120
North County Dispatch JPA	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	60
North of the River Municipal Water District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	150
Orange County Coastkeeper	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	60
Palmdale Water District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	180
Palos Verdes Library District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	110
Port of Hueneme - Oxnard Harbor District	2015 – Present	Yes	N/A	Yes	Kenneth H. Pun	250
Rancho Santa Fe Fire Protection District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	120
Riverside County Flood Control and Water	2015 – Present	Yes	N/A	Yes	Kenneth H. Pun	250
San Diego Coastkeeper	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	75

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Engagement Partner	Total Hours
San Dieguito Water District Audit	2014 – Present	Yes	N/A	N/A	Kenneth H. Pun	75
San Mateo Mosquito and Vector Control District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	130
San Elijo Joint Powers Authority	2016 – 2020	Yes	N/A	N/A	Kenneth H. Pun	146
South Bay Regional Public Communications Authority	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	100
Southwestern Community College District	2009 – Present	Yes	Yes	N/A	Kenneth H. Pun	720
Stallion Springs Community Services District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	220
San Bernardino County Fire Protection District	2016 – 2020	Yes	N/A	N/A	Paul J. Kaymark	200
The Farm Mutual Water Company	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	170
Trabuco Canyon Water District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	200
TwentyNine Palms Water District	2016 – 2020	Yes	N/A	N/A	Paul J. Kaymark	160
Valley Sanitary District	2015 – Present	Yes	N/A	Yes	Kenneth H. Pun	140
West County Agency	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	55
West County Wastewater District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	240
West Valley Water District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	320
West Valley Mosquito and Vector Control District	2016 – 2020	Yes	N/A	N/A	Paul J. Kaymark	100
Wilmington Cemetery District	2015 – Present	Yes	N/A	N/A	Paul J. Kaymark	65
Alliance Medical Center	2013 – Present	Yes	N/A	N/A	Kenneth H. Pun	300
Anderson Valley Health Clinic	2012 – Present	Yes	N/A	N/A	Kenneth H. Pun	200
Centro Medico Community Clinic	2015 – Present	Yes	N/A	N/A	Kenneth H. Pun	80
Desert Hot Springs Health and Wellness Foundation	2013 – Present	Yes	N/A	N/A	Kenneth H. Pun	100
Family Health Centers of San Diego	2009 – Present	Yes	Yes	Yes	Kenneth H. Pun	600
Industry Convalescent Hospital	2015 – Present	Yes	N/A	N/A	Kenneth H. Pun	230
Marin City Health and Wellness Center	2010 – Present	Yes	Yes	N/A	Kenneth H. Pun	110
McCloud Healthcare Clinic	2013 – Present	Yes	Yes	N/A	Kenneth H. Pun	200
Mountain Valleys Health Centers	2015 – Present	Yes	Yes	N/A	Kenneth H. Pun	200
Redwood Coast Medical Services	2008 – Present	Yes	Yes	N/A	Kenneth H. Pun	200
Shingletown Medical Center	2013 – Present	Yes	Yes	N/A	Kenneth H. Pun	190
Tulare Community Health Clinic	2008 – Present	Yes	Yes	N/A	Kenneth H. Pun	200
United Health Centers of San Joaquin Valley	2010 – 2016	Yes	Yes	N/A	Kenneth H. Pun	300

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

SECTION VI – SPECIFIC AUDIT APPROACH

Scope of Work

The City of Placentia is requesting an opinion as to the fair presentation of its basic financial statements in accordance with generally accepted accounting principles (GAAP) and applicable laws and regulations. These audits are to be performed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants.
- The standards applicable to financial audits contained in the most current version of the Generally Accepted Government Auditing Standards (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act as amended in 1996.
- The provisions of U.S. Office of Management and Budget (OMB) Uniform Grant Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-Profit Organizations and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

To accomplish this task, the Firm will:

- ✓ Perform an audit of all funds of the City. The audit will be conducted in accordance with Generally Accepted Government Auditing Standards. The CAFR will be in full compliance with all current GASB pronouncements.
- ✓ Provide assistance in meeting the requirements for the Government Finance Officers Association (GFOA) "Certificate of Achievement for Excellence in Financial Reporting".
- ✓ Prepare a Single Audit Report which will include the following:
 - Report on compliance and on internal control over financial reporting based on audit of financial statements performed in accordance with Government Auditing Standards.
 - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Grant Guidance, OMB Circular A-133, "Audits of State and Local Governments", and the Single Audit Act of 1984 (Public Law 98-502).
 - Schedule of Expenditures of Federal Awards.
 - Notes to Schedule of Expenditures of Federal Awards.
 - Schedule of Findings and Questioned Costs.
 - Any other required schedules or reports.
 - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
- ✓ Perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
- ✓ Prepare and submit the annual Cities Financial Transactions Report for the State Controller's Office per Government Code section 53891.
- ✓ Prepare and submit the Annual Street Report for the State Controller's Office per California Streets and Highways Code Section 2151.
- ✓ Issue a separate "management letter" that includes recommendations for improvements on internal control, accounting procedures and other significant observations that are considered to be no reportable conditions. Management letters should be addressed to the City Administrator and the City Council.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

- ✓ Review of employee Compensation, including both items below:
 - City Manager and Executive Team (currently 5 authorized positions),
 - Five additional City employees to be selected each year.

The Firm will perform a review of changes in pay rates during the fiscal year and determine if changes (pay rates, employee status, and benefits) were authorized and supported by appropriate documentation. This would also include reconciling authorized pay with payroll records, and agreeing employee records with any changes. Leave balance reports will be reviewed to verify correctness of vacation, sick leave, compensating time off, personal time off, and administrative leave, including accruals and caps.

- ✓ Perform two (2) of the following agreed-upon procedures, which will be selected each year:
 - Review of Investment Transactions (10) - To determine that the investments made by staff are in compliance with the City's applicable Investment Policy.
 - Review of Financial Institution Wire Transfers (24) - To ensure that all transfers out of financial institutions as reported on bank or investment statements are properly authorized and accounted for.
 - Review of Journal Entries (20) - To ensure that journal entries (including budget entries) are made with adequate support, proper approval, and are correctly recorded to the general ledger.
 - Review of Check Stock Sequence and Cancelled Checks - To verify the sequence of check stock, including unused checks, voided checks and cancelled checks to verify that all checks cleared through the City's financial institutions are presented to Council in the warrant registers and are properly accounted for within the accounting records of the City.
 - Review of Cash Receipts (30) - To ensure that the amounts collected from all locations accepting revenues are properly reflected on receipt documentation that agrees with the amount in the revenue tracking software (if applicable), to the general ledger, and the amount reflected on the bank statement.
- ✓ SAS 99 Fraud Interviews: Each year the audit Firm will include as part of their SAS 99 Interviews of the following Elected Officials: (Five City Council Members, One City Treasurer, One City Clerk).
- ✓ Provide assistance in the implementation of applicable GASB pronouncements not yet in effect.

The Firm will be available for consultation by phone on accounting and financial issues during the year at no extra cost. The Firm will also serve as auditor for certain addition projects and studies as may be deemed necessary by the City.

The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the City Administrator; City Attorney; Chief Financial Officer and the City's Audit Committee.

Supplemental reports, audits, or agreed-upon procedures must be added in a written agreement prior to commencing audit work. The Firm and the City will discuss and approved the scope and associated costs of these tasks.

Working Paper Retention and Access to Working Papers

The Firm will retain, at its own expense, all working papers and reports for a minimum of (7) seven years, unless the City notifies the Firm in writing of the need to extend the retention period. Upon request, the Firm will make working papers available to:

- City of Placentia;
- U.S. Department of Transportation;
- U.S. General Accounting Office (GAO);
- Parties designated by the federal or state government or by the City as part of an audit quality review process; and
- Auditors of entities of which the City is a sub-recipient of grant funds.

The Firm will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Objectives of Our Services

Our primary objective for the proposed audit is to examine the City's financial statements and express our opinion on their fairness of presentation, in accordance with generally accepted accounting principles. Other objectives that will benefit the City include the following:

- To offer beneficial observations and recommendations about policies and procedures for accounting and operating controls
- To identify opportunities to make City operations more efficient and reduce costs
- To perform the audit efficiently and effectively, so disruption to office operations is minimized
- To provide continuing advisory services to help the City implement recommendations
- To meet these objectives at no additional cost to the City

The Engagement Team will perform the audit in accordance with the Firm's quality-control procedures, which include following standard audit programs, careful planning, using Industry-standardized software for auditing and internal control documentation, and welcoming an objective review of audit work.

The Firm will supply portable computers to the onsite staff members.

Our audit approach emphasizes careful planning, open communication, and proper assignment of responsibilities. This method ensures that audit requirements will be met with minimal disruption of the City's daily operations, and that the audit will proceed efficiently with full understanding between the Engagement Team and the City.

Proposed Segmentation of the Engagement and Timeline

The audit will be performed in four phases:

Initial Planning Meeting | During a mutually acceptable time frame, normally June through July of each year.

The Engagement Partner and Manager will meet with City's Management to get up to speed with City policies and procedures, establish any specific requirements Management may have, identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement.

Interim | May commence August of each year.

The Engagement Team—including the Engagement Partner—will assess accounting policies adopted by the City, obtain an understanding of the City and its operating environment, review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal control, perform preliminary analytical procedures, evaluate Single Audit compliance (if needed), identify any audit issues, and prepare confirmation correspondence. The Engagement Team and City Management will establish expectations including responsibilities and assignments for the year-end audit, and will hold a progress status meeting at the end of the Interim phase.

Year-End | May commence during the first week of October of each year.

The Engagement Team—including the Engagement Partner—will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform preliminary analytical procedures, search for unrecorded liabilities, perform substantive analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The Engagement Team and City Management will hold an exit conference at the end of the Year-End phase.

Reporting | Draft copies of reports will be provided in by Mid-October or first week of November of each year; Final reports and management letter will be provided no later end November of each year.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

The Firm will review and prepare audit reports and perform quality control procedures in accordance with the Quality Control Standards issued by the AICPA. We will also review reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be issued in a letter to Management. At the City's request, the Engagement Partner and Manager will present the audit to the City's governing body.

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal City circumstances delay the audit.

Level of staff and number of hours to be assigned to each proposed segment of the engagement

The Pun Group, LLP understands that the City is not only looking to employ our auditing services, but is also seeking to receive value within that professional relationship. We believe that our value is derived from our in-depth knowledge, experience, and commitment that our auditing Firm employs. We stress and emphasize "employ", because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the City and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature, from various government entities and cities to develop an effective plan for all major areas.

Example of Major Areas (not limited to):

- Audit of the City's financial statements and the related notes to financial statements
- Single Audit procedures and required reporting (if applicable)
- Agreed-upon procedures on Appropriations Limit calculation
- Communication with those charged with governance
- Internal Control and Management Letters (if applicable)

Total Hours:

Staff Classification Performing Work	Estimated Hours Annually
Partners	60
Managers	120
Supervisory	140
Senior Accountants	120
Staff Accountants	160
Clerical	20
Total Annual Hours:	620

Hours by Audit Phase	Hours
Phase I - Planning	62
Phase II - Interim	186
Phase III - Year End	217
Phase IV - Reporting	155
Total Annual Hours:	620

Sample size and the extent to which statistical sampling is to be used in this engagement

In our audit approach, statistical sampling is used in conjunction with our skilled judgment and knowledge of each situation. The population size and assurance level needed from any given test will determine the sample size used in our testing.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Extent of use of EDP software in the engagement

We use EDP Software in our engagement to increase our efficiency and quality of our work and meet the new professional requirements regarding fraud and internal control. Our engagement team will import data from the City's financial software and extract useful data for the purpose of testing and analytical procedures particular in the following areas:

- Successful Fraud Test
- Questionable Invoices
- Phantom Vendor Schemes
- Kickback or Conflict-of-Interest Schemes
- Dormant Account Schemes
- Money Laundering Schemes

Type and extent of analytical procedures to be used in the engagement

We use analytical procedures during the interim phase to set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.

We also use trend and ratio analysis to identify any uncertain or unusual events. In order to perform these analysis, our firm performs a survey of cities and counties and develops benchmarks on certain key financial indicators, such as cost of services to tax revenues ratios, average general fund balance, capital assets, debt per capital, general fund unassigned fund balance to total general fund expenditures, etc. Our staff members have previous experience in successfully implanting analytical procedures to the City's benefit.

Approach to be taken to gain and document an understanding of the City's internal control structure

Audit risk assessment will be established by an internal control review, combined with the Engagement Team's understanding of the City's operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the City's processes and identify any control deficiencies. These diagnostic review procedures allow the Engagement Team to evaluate the City's systems and controls and to provide constructive feedback to City Management.

The Engagement Team will perform a walkthrough of the City's accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, and payroll and related liabilities, etc. Auditors will document the process with a flowchart or narrative summary.

Approach to be taken in determining laws and regulations that will be subject to audit test work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and pertinent contracts—to ensure that we conduct audits in accordance with applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, etc.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most transactions are tested as part of the Interim phase, we cannot determine which grants to test for the Single Audit until the Year-End phase of audit.

Our compliance audits of cash, investments, debt covenants, and other areas are performed in accordance with the California Government code, which has many provisions and regulations covering investments.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Approach to be taken in drawing audit samples for purposes of tests of compliance

To test compliance, we follow the AICPA's *Audit Sampling Considerations of Circular A-133 Compliance Audits*. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

GASB Implementation Specialist

Gary M. Caporicci, the Firm's *GASB Implementation Specialist*, is an **appointed member to the State Retirement Advisory Committee by the State Controller** and has tremendous expertise in assisting clients with the implementation of GASB pronouncements.

For more than 40 years, Mr. Caporicci has successfully provided professional auditing, accounting, financial reporting and management advisory/consulting services to a broad spectrum of governmental entities.

Caporicci is a leader in the new GASB standards going into effect in the coming years. He will actively assist the City during the process of implementation and compliance related to new accounting standards.

Client Training Seminar

Every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues. The day-long session—held in Orange County, Clovis and Danville—qualifies for **eight hours of CPE** with the California Board of Accountancy.

Participants of this year's training seminar will receive a high-level examination of numerous technical issues, including the following:

- ⇒ Fiscal Policies
- ⇒ The Latest & Greatest on Pension, OPEB, Local Initiatives and the Future of the Defined Benefit Plan
- ⇒ GASB 74 & 75 - Implementation of the New OPEB Standards
- ⇒ A Look Back on the Implementation of GASB 68 and 71
- ⇒ Uniform Grant Guidance
- ⇒ Survey of Cities and Counties

Importantly, all of our clients are invited to attend the Pun Group, LLP client training seminar **FREE OF CHARGE**.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

SECTION VII – IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

While we do not expect any problems with the audit, we will carefully investigate and monitor the following relevant accounting issues:

- Investments:
 - Compliance with GASB 31 and GASB 34
 - Authorization and approval process for City investments
 - Controls to assure City's compliance with investment limitations and types of specific investments
 - Monitoring by the City of its investments

- Financial Reporting:
 - CAFR compliance with current reporting and disclosure requirements issued by GASB
 - CAFR eligibility for financial reporting conformance awards issued by GFOA
 - Compliance with the various GASBs in effect, especially the implementation of GASB 68 and 71 related to pension accounting
 - Compliance with infrastructure obligations and regulatory provisions

- Internal Control Structure:
 - City's internal control functions and compliance with proper internal control philosophies
 - Computer-system processes and controls, and adequacy of the control environment

Over the period of the engagement, several new GASB pronouncements will become effective. The Engagement Team will pay specific attention to the following new and upcoming pronouncements, and any others that become effective during the proposal period, in order to determine proper implementation procedures:

- GASB 72 – *Fair Value Measurement and Application*
- GASB 73 – *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*
- GASB 74 – *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*
- GASB 75 – *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*
- GASB 76 – *The Hierarchy of Generally Accepted Account Principles for State and Local Governments*
- GASB 77 – *Tax Abatement Disclosures*
- GASB 78 – *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*
- GASB 79 – *Certain External Investment Pools and Pool Participants*
- GASB 80 – *Blending Requirements for Certain Component Units—an amendment of GASB Statement 14*

Discussion of Relevant Accounting Issues

Over the period of the engagement, several new GASB pronouncements will become effective. The Engagement Team will pay specific attention to the following new and upcoming pronouncements, and any others that become effective during the proposal period, in order to determine proper implementation procedures. Based on our understanding through our study of the City's financials, we have determined the following GASB pronouncements may have some impact to the City's financial statements:

- GASB 72 – *Fair Value Measurement and Application*
- GASB 75 – *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*
- GASB 77 – *Tax Abatement Disclosures*
- GASB 79 – *Certain External Investment Pools and Pool Participants*

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

GASB Statement No. 72, *Fair Value Measurement and Application*, addresses accounting and financial reporting issues related to fair value measurements. To determine a fair value measurement, a government should consider the unit of account of the asset or liability. The unit of account refers to the level at which an asset or a liability is aggregated or disaggregated for measurement, recognition, or disclosure purposes as provided by the accounting standards. This Statement requires a government to use valuation techniques that are appropriate under the circumstances and for which sufficient data are available to measure fair value. The techniques should be consistent with one or more of the following approaches: the market approach, the cost approach, or the income approach. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets, liabilities, or a group of assets and liabilities. The cost approach reflects the amount that would be required to replace the present service capacity of an asset. The income approach converts future amounts (such as cash flows or income and expenses) to a single current (discounted) amount. Valuation techniques should be applied consistently, though a change may be appropriate in certain circumstances. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs. This Statement establishes a hierarchy of inputs to valuation techniques used to measure fair value. That hierarchy has three levels. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are inputs—other than quoted prices—included within Level 1 that are observable for the asset or liability, either directly or indirectly. Finally, Level 3 inputs are unobservable inputs, such as management's assumption of the default rate among underlying mortgages of a mortgage-backed security.

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, replace the requirements of GASB Statements No. 45 and 57. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit OPEB, this Statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about defined benefit OPEB also are addressed. In addition, this Statement details the recognition and disclosure requirements for employers with payables to defined benefit OPEB plans that are administered through trusts that meet the specified criteria and for employers whose employees are provided with defined contribution OPEB. This Statement also addresses certain circumstances in which a nonemployer entity provides financial support for OPEB of employees of another entity.

GASB Statement No. 77, *Tax Abatement Disclosures*, requires disclosure of tax abatement information about (1) a reporting government's own tax abatement agreements and (2) those that are entered into by other governments and that reduce the reporting government's tax revenues. This Statement requires governments that enter into tax abatement agreements to disclose the following information about the agreements:

- Brief descriptive information, such as the tax being abated, the authority under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients
- The gross dollar amount of taxes abated during the period
- Commitments made by a government, other than to abate taxes, as part of a tax abatement agreement.

GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, establishes additional note disclosure requirements for qualifying external investment pools that measure all of their investments at amortized cost for financial reporting purposes and for governments that participate in those pools. Those disclosures for both the qualifying external investment pools and their participants include information about any limitations or restrictions on participant withdrawals.

The Firm believes the following pronouncement has minimal impact to the City's financial statements:

- GASB 73 – *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*
- GASB 74 – *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*
- GASB 76 – *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*
- GASB 78 – *Pensions Provided through Certain Multiple-Employer Defined Benefit Pension Plans*
- GASB 80 – *Blending Requirements for Certain Component Units—an amendment of GASB Statement 14*

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

SECTION VIII – RESPONSE TO CITY STANDARD TWO-PARTY AGREEMENT

The Firm does not have any objections to the City's standard two-party agreement. The Firm understands that the City's standard form of agreement is the basis of the agreement between the City and the Firm.

CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Benefits of Choosing The Pun Group, LLP

The Pun Group, LLP is recognized for its professionalism, integrity, and providing clients with effective resolutions for their unique circumstances and issues. Our Firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. The Pun Group's main objective is always to provide the City with solutions and directions, led by highly experienced and capable partners who can successfully implement the work and produce the results you expect. This philosophy and mindset allows us to provide a superior level of service.

We trust that this proposal has given you the information you need about the Firm, the Engagement Team members, overall audit approach, cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the City of Placentia and providing you with the excellent level of service that you expect and deserve.

Thank You

Thank you for giving us the opportunity to introduce the Firm and submit our qualifications to provide you with audit services. Please direct inquiries to:

Mr. Kenneth H. Pun, CPA, CGMA
Managing Partner
200 East Sandpointe Avenue, Suite 600
Santa Ana, California 92707
ken.pun@pungroup.com
(949) 777-8801

Sincerely,



The Pun Group, LLP
Certified Public Accountants and Business Advisors

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APPENDIX

✓ *Proof of Insurance*

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CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2016

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 Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 Tustin CA 92780		CONTACT NAME Connie Jones PHONE (Reg. No. Ext): 714-505-7000 E-MAIL connie@wgblb.com ADDRESS		FAX (Reg. No): 714-573-1770
INSURED The Pun Group, LLP 200 East Sandpoint Avenue, Suite 600 Santa Ana CA 92707		INSURER(S) AFFORDING COVERAGE		NAIC #
PUN&M-1		INSURER A: TRAVELERS CAS INS CO OF AMER		19046
		INSURER B: Travelers Property Casualty Co of A		28674
		INSURER C: Argonaut Insurance Company		
		INSURER D: TRAVELERS CAS INS CO OF AMER		19046
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 351569536** **REVISION NUMBER:**

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

INGR LTR	TYPE OF INSURANCE	ADDL SUITE (480) WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> RET <input type="checkbox"/> LOC OTHER		6807G592120-16	3/1/2016	3/1/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCT & COMPROP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA-8G976703	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER WITH A BREAK DOWNTIME OF FACILITY UNDER EXCLUSION? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB4548T41-2-16	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> EPL E L EACH ACCIDENT \$1,000,000 E L DISEASE - BA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	E&O Reim 12/29/11		Pending	3/1/2016	3/1/2017	3,000,000 agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required]
 Proof Of Insurance Only

CERTIFICATE HOLDER Proof Of Insurance Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



200 East Sandpointe Avenue, Suite 600, Santa Ana, California 92707
Phone: (949) 777-8800 | Fax: (949) 777-8850 | www.pungroup.com



CITY OF PLACENTIA

Proposal to Perform Professional Auditing Services

Total All-Inclusive Maximum Price

Following are our total fixed fees Fiscal Years Ending June 30, 2016 through 2018, with the option to extend for two (2) additional years.

**Schedule of Professional Fees and Expenses
For the Audit of the FY 2015-16 through FY 2017-18
Financial Statements**

	Hours	Hourly Rates	Total FY 15-16	Total FY 16-17	Total FY 17-18
Partners	60	\$ 250.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Managers	120	\$ 200.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00
Supervisory Staff	140	\$ 175.00	\$ 24,500.00	\$ 24,500.00	\$ 24,500.00
Seniors	120	\$ 150.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
Staff	160	\$ 125.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Clerical	20	\$ 100.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Total Price for the City of Placentia Financial Statements			\$ 103,500	\$ 103,500	\$ 103,500
Less: Professional Discount			\$ (35,500)	\$ (33,460)	\$ (31,358)
Subtotal			\$ 68,000	\$ 70,040	\$ 72,142

Total for services Described in Section II D of the RFP (Detail on subsequent pages)

Other (specify): N/A N/A N/A

Estimated number of hours required from City to develop permanent file:

From City Clerk's Office	10
From Finance Department	10

Total All-Inclusive Maximum Price: \$ 68,000 \$ 70,040 \$ 72,142

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH THE PUN GROUP, LLP.**

THIS AGREEMENT is made and entered into this 19th day of July, 2016 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and The Pun Group, LLP. ("Consultant") a Limited Liability Partnership.

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference. In addition to the services provided annually by Consultant, Consultant shall annually provide two (2) of the following five (5) additional services as determined by Consultant in its discretion:

1. Review of Investment Transactions (10) – To determine that the investments made by staff are in compliance with the City's applicable Investment Policy.
2. Review of Financial Institution Wire Transfers (24) – To ensure that all transfers out of financial institutions as reported on bank or investment statements are properly authorized and accounted for.
3. Review of Journal Entries (20) – To ensure that journal entries (including budget entries) are made with adequate support, proper approval, and are correctly recorded to the general ledger.
4. Review of Check Stock Sequence and Cancelled Checks – To verify the sequence of of check stock, including unused checks, voided checks and cancelled checks to verify that all checks cleared through the City's financial institutions are presented to Council in the warrant registers and are properly accounted for within the accounting records of the City.

5. Review of Cash Receipts (30) – To ensure that the amounts collected from all locations accepting revenues are properly reflected on receipt documentation that agrees with the amount in the revenue tracking software (if applicable) to the general ledger, and the amount reflected on the bank statement.

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Two Hundred Ten Thousand One Hundred Eighty Two Dollars (\$210,182.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the

associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on July 19, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it

may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

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

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to

this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed

boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by

the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

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

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

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

IF TO CONSULTANT:

The Pun Group, LLP.
200 E. Sandpointe Ave, Suite 600
Santa Ana, CA 92707
Tel: (949) 777-8801
Fax: (949) 777-8850
Attn: Kenneth Pun

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8171
Fax: (714) 691-0283
Attn: Damien R. Arrula

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

6.6. Governing Law. This Agreement shall be governed by and construed under the

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

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

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

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under

this paragraph.

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

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

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

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

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

records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation


for _____
Damien R. Arrula, City Administrator

Date: 7/25/16

ATTEST:



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

CONSULTANT

[Signature]
Signature

Date: 7/25/16

KENNETH POND, MANAGING PARTNER
Name and Title

46-6016990
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

[Signature]
Christain L. Bettenhausen, City Attorney

Date: 7/21/16

APPROVED AS TO INSURANCE:

[Signature]
Stephen D. Fischel, Risk Management

Date: 7/25/16

APPROVED AS TO CONTENT:

[Signature]
Lawrence P. Schroeder, Project Manager

Date: 8/21/16

DEPARTMENTAL APPROVAL:

[Signature]
Lawrence P. Schroeder,
Interim Chief Financial Officer

Date: 7/21/16

EXHIBIT A

CONSULTANT'S PROPOSAL



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JUNE 18, 2019

SUBJECT: **ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2019-20**

FISCAL
IMPACT: NONE

SUMMARY:

Article XIII B of the State Constitution requires that each California local government adopt an Annual Appropriations Limit each year. This action will approve the use of the County's population growth and California per capita income growth in calculating the Fiscal Year ("FY") 2019-20 Annual Appropriations Limit and the resolution adopting the City's FY 2019-20 Annual Appropriations Limit, as required by law.

RECOMMENDATION:

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

1. Approve the use of the County's population growth and California per capita income growth as determined by the State Department of Finance for the calculation of the Fiscal Year 2019-20 Annual Appropriation Limit; and
2. Adopt Resolution R-2019-XX, A Resolution of the City Council of the City of Placentia, California, approving and adopting the Annual Appropriations Limit for the Fiscal Year 2019-20 in the amount of \$92,770,169.

DISCUSSION:

In 1979, California voters adopted Article XIII B of the California State Constitution, commonly referred to as the Gann Initiative or Annual Appropriations Limit ("AAL"), placing limits on the amount of tax proceeds that State and local agencies can appropriate each year. Proposition 111, passed in 1990, redefined how the AAL should be calculated. The calculation is done by using a combination of factors prescribed by law, and is based on actual appropriations during the 1986-87 base year and adjustments each year using specified growth factors.

1. n.
June 18, 2019

The first growth factor used is the annual change in the cost of living. The City has the flexibility to choose how this is defined, using either:

- The change in California per capita personal income; or
- The percentage change in the local assessment roll from the preceding year for the City due to the addition of local non-residential new construction.

The change in California per capita personal income was used in the calculation of the FY 2019-20 AAL, to be consistent with prior years.

The other factor used in the calculation is the annual change in population. The City may choose either the percentage change in population within the City, or the percentage change in population within the County. The County's population growth was used in the calculation of the FY 2019-20 AAL for the City, because it was the greater of the two calculations.

Prepared by:



Jessica Terra
Senior Financial Analyst

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Appropriations Limit – Fiscal Years 2010-11 through 2019-20
2. Appropriations Limit, Appropriations Subject to Limit and Appropriations Margin – Fiscal Years 2010-11 through 2019-20
3. Appropriations Limit Worksheets Nos. 1 - 8
4. California Department of Finance letter dated May 2019 regarding Price Factor and Population Information
5. Resolution R-2019-XX – FY 2019-20 Appropriations Limit

CITY OF PLACENTIA
Appropriation Limit, Appropriations Subject to Limit, &
Appropriations Margin

FY 2010-11 THROUGH FY 2019-20

FISCAL YEAR	PRIOR YEAR'S APPROPRIATION LIMIT	CITY'S POPULATION GROWTH	COUNTY'S POPULATION GROWTH	CALIF. PER CAPITA INCOME GROWTH	% CHANGE NON-RESID. CONSTR.	ADJUSTED LIMIT
2010-11	\$62,688,973	0.84%	1.01%	0.98%	N/A	\$63,835,073
2011-12	\$63,835,073	0.27%	0.70%	2.51%	N/A	\$65,895,395
2012-13	\$65,895,395	0.84%	0.89%	3.77%	N/A	\$68,988,230
2013-14	\$68,988,230	1.29%	0.78%	5.12%	N/A	\$73,086,087
2014-15	\$73,086,087	0.37%	0.93%	-0.23%	N/A	\$73,187,786
2015-16	\$73,187,786	0.66%	1.08%	3.82%	N/A	\$76,804,182
2016-17	\$76,804,182	0.75%	0.99%	5.37%	N/A	\$81,729,759
2017-18	\$81,729,759	-0.05%	0.69%	3.69%	N/A	\$85,330,332
2018-19	\$85,330,332	-0.03%	0.69%	3.67%	N/A	\$89,074,258
2019-20	\$89,074,258	-0.51%	0.29%	3.85%	N/A	\$92,770,169

Calculation: 1.0029 (County's Population Growth) x 1.0385 (Calif. Per Capita Income Growth) = 1.0415 (Growth Factor)
\$89,074,258 (PY Limit) x 1.0415 (Growth Factor) = \$92,770,169 (FY19-20 Appropriation Limit)

CITY OF PLACENTIA
Appropriation Limit, Appropriations Subject to Limit, &
Appropriations Margin

FY 2010-11 THROUGH FY 2019-20

FISCAL YEAR	APPROPRIATION LIMIT	APPROPRIATIONS SUBJECT TO LIMIT	MARGIN
2010-11	63,835,073	19,477,250	44,357,823
2011-12	65,895,395	20,709,740	45,185,655
2012-13	68,988,230	21,930,541	47,057,689
2013-14	73,086,087	21,811,162	51,274,925
2014-15	73,187,786	22,470,336	50,717,450
2015-16	76,804,182	23,831,435	52,972,747
2016-17	81,729,759	25,656,021	56,073,738
2017-18	85,330,332	26,181,882	59,148,450
2018-19	89,074,258	26,461,886	62,612,372
2019-20	92,770,169	32,051,457	60,718,712

Worksheet #1 - Proceeds of Taxes

City **PLACENTIA**

FY **2019-20**

	a	b	c
<u>Revenue Source</u>	<u>Proceeds of</u>	<u>Non-Proceeds</u>	<u>Total</u>
Taxes			
Property Tax	15,663,000		15,663,000
Sales and Use Tax	6,538,000		6,538,000
Transactions and Use Tax	5,000,000		5,000,000
Business License Tax	1,029,000		1,029,000
Utility User Tax	2,420,000		2,420,000
Transient Occupancy Tax	1,014,000		1,014,000
Documentary or Real Property Transfer Taxes	231,000		231,000
Parcel Taxes	-		-
Other Taxes	40,000		40,000
Fees from Worksheet #2 =>	-	6,902,300	6,902,300
Benefit Assessments		624,100	624,100
Franchises (Cable/Video, Solid Waste, Electric/Gas, etc.)		2,400,000	2,400,000
Fines, Forfeitures and Penalties		569,000	569,000
Rents, Royalties and Concessions		1,551,600	1,551,600
Gifts		8,000	8,000
Licenses and Permits			
<i>Include regulatory licenses and permits as regulatory fees in Worksheet 2.</i>			
<i>Include public property, facility or equipment rental licenses/permits in "rents" above.</i>			
<i>Include business license taxes in "taxes" above.</i>			
From State			
Motor Vehicle License Fee	24,000		24,000
Homeowners Property Tax Relief Reimb. Williamson Act	46,000		46,000
Motor Vehicle Fuel (gasoline) Tax		2,259,200	2,259,200
Proposition 42 Gasoline Sales Tax		-	-
Citizens Option for Public Safety (COPS)		100,000	100,000
Proposition 172 Public Safety Sales Tax		316,000	316,000
State Mandate Reimbursements	-		-
Other discretionary state grants and aid	-		-
Other non-discretionary state grants and aid		445,800	445,800
Repealed Subventions			
Criminal Justice Fee (Booking Fee) Relief	-		-
Discretionary Local Assistance (1999-00, 2000-01)	-		-
Police Technology Grants (CLEEP)		-	-
Liquor License Fees	-		-
Highway Carriers Uniform Business Tax	-		-
Financial Aid to Local Agencies	-		-
Business Inventory Exemption Reimbursement	-		-
Trailer Coach / Mobile Home VLF	-		-
1978-79 Bailout Funds	-		-
Other Governments			
Federal General Revenue Sharing		-	-
Federal CDBG		374,700	374,700
Housing (HUD)		-	-
Disaster Reimbursement		-	-
Other		1,854,410	1,854,410
Other Miscellaneous			
Sale of property (See "Qualified Capital Outlays")	-	1,570,000	1,570,000
Interfund transfers	-	-	-
1 Sub-Total non-interest revenues	32,005,000	18,975,110	50,980,110
2 Interest Earnings from Worksheet #4 =>	46,457	27,543	74,000
3 Reserve Withdrawals		-	-
4 Total	32,051,457	19,002,653	51,054,110
Total revenue plus reserve withdrawals (1c + 3c)			50,980,110 To Worksheet 4

Worksheet #2 - Regulatory Fees, User Fees & Charges

City

FY

	a	i	ii	b=i+ii	c=b-a	d
<u>Program Area</u>	<u>Fee Revenue</u>	<u>Direct Costs</u>	<u>Allocated Overhead</u>	<u>Total Costs</u>	<u>Costs minus Revenues</u>	<u>Revs > Costs? C=negative</u>
1 General Gov't - Management/Support	42,000	123,670	6,968	130,638	88,638	-
2 Police - Law Enforcement	485,000	10,225,259	3,007,815	13,233,074	12,748,074	-
3 Transportation - Public Works	323,000	460,916	54,838	515,754	192,754	-
4 Planning and Development	923,400	1,232,470	403,637	1,636,108	712,708	-
5 Building, Construction and Fire Safety	-	-	-	-	-	-
6 Parks and Recreation, museums, etc.	230,000	985,134	655,365	1,640,499	1,410,499	-
7 Water	-	-	-	-	-	-
8 Sewer	781,000	1,129,800	261,680	1,391,480	610,480	-
9 Solid Waste	3,306,900	3,161,500	162,362	3,323,862	16,962	-
10 Other	3,000	123,670	6,968	130,638	127,638	-
11 Development Impact Fees	808,000	808,000	-	808,000	-	-
12				-	-	-
13				-	-	-
14				-	-	-
15				-	-	-

16 Proceeds of Taxes => To Worksheet 1
-
 = sum of column d
 Non-Proceeds of taxes => 6,902,300

Do not include: rents, entrance fees, royalties, concessions, franchises, fines, forfeitures, penalties, or assessments on real property. =sum of column a minus d16

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Worksheet #3 - Excluded Appropriations

City **PLACENTIA**

FY **2019-20**

Amount

Court Orders

sub-total	-

Federal Mandates

sub-total	-

Qualified Capital Outlay

sub-total	-

Qualified Debt Service

sub-total	-

Total Exclusions

To Worksheets 4 and 8

-

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Worksheet #4 - Interest Allocation

City **PLACENTIA** FY **2019-20**

	<u>Amount</u>	<u>Source</u>
a) Non-interest Tax Proceeds	32,005,000	from Worksheet #1
b) Minus Exclusions	-	from Worksheet #3
c) Net invested proceeds from taxes	32,005,000	a-b
d) Total revenue plus reserve withdrawals	50,980,110	from Worksheet #1
e) Proceeds of taxes as a percentage of revenues	0.627793859	c / d
f) Interest earnings - Total	74,000	To Worksheet 1
g) Amount of interest earned from "proceeds of taxes"	46,457	To Worksheet 1 e * f

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Worksheet #5 - Population Changes

City

For	Jan 1	City	Countywide	Jan 1	City	Countywide	City %	County
1986-87	1985			1986				
1987-88	1986	-	-	1987				
1988-89	1987	-	-	1988				
1989-90	1988	-	-	1989				
1990-91	1989	-	-	1990				
1991-92	1990	-	-	1991				
1992-93	1991	-	-	1992				
1993-94	1992	-	-	1993				
1994-95	1993	-	-	1994				
1995-96	1994	-	-	1995				
1996-97	1995	-	-	1996				
1997-98	1996	-	-	1997				
1998-99	1997	-	-	1998				
1999-00	1998	-	-	1999				
2000-01	1999	-	-	2000				
2001-02	2000	-	-	2001				
2002-03	2001	-	-	2002				
2003-04	2002	-	-	2003				
2004-05	2003	-	-	2004				
2005-06	2004	-	-	2005				
2006-07	2005	-	-	2006				
2007-08	2006	-	-	2007				
2008-09	2007	-	-	2008				
2009-10	2008	-	-	2009				
2010-11	2009	-	-	2010				
2011-12	2010	-	-	2011				
2012-13	2011	-	-	2012				
2013-14	2012	-	-	2013				
2014-15	2013	-	-	2014				
2015-16	2014	-	-	2015				
2016-17	2015	-	-	2016				
2017-18	2016	-	-	2017	52,772	3,198,224		
2018-19	2017	52,772	3,198,224	2018	52,602	3,212,533	-0.3%	0.4%
2019-20	2018	52,602	3,212,533	2019	52,333	3,221,790	-0.51%	0.29%
2020-21	2019	52,333	3,221,790	2020				

Select highest population factor for the year (column e or f) to Worksheet 7

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Worksheet #6 - Cost of Living Adjustment Factors

City PLACENTIA

Factors	a	published	b	from ...	c	for ...	d
	Percentage Change in		NRAV Dollar Value		AR _{py} Total		= b ÷ c Change in assessment
	<i>Source: Calif Dept of Finance</i>		<i>Source: County</i>		<i>Source: County</i>		
1987-88	3.47%	May 1, 1987		1986 to 1987		1986	
1988-89	4.66%	May 1, 1988		1987 to 1988		1987	
1989-90	5.19%	May 1, 1989		1988 to 1989		1988	
1990-91	4.21%	May 1, 1990		1989 to 1990		1989	
1991-92	4.14%	May 1, 1991		1990 to 1991		1990	
1992-93	-0.64%	May 1, 1992		1991 to 1992		1991	
1993-94	2.72%	May 1, 1993		1992 to 1993		1992	
1994-95	0.71%	May 1, 1994		1993 to 1994		1993	
1995-96	4.72%	May 1, 1995		1994 to 1995		1994	
1996-97	4.67%	May 1, 1996		1995 to 1996		1995	
1997-98	4.67%	May 1, 1997		1996 to 1997		1996	
1998-99	4.15%	May 1, 1998		1997 to 1998		1997	
1999-00	4.53%	May 1, 1999		1998 to 1999		1998	
2000-01	4.91%	May 1, 2000		1999 to 2000		1999	
2001-02	7.82%	May 1, 2001		2000 to 2001		2000	
2002-03	-1.27%	May 1, 2002		2001 to 2002		2001	
2003-04	2.31%	May 1, 2003		2002 to 2003		2002	
2004-05	3.28%	May 1, 2004		2003 to 2004		2003	
2005-06	5.26%	May 1, 2005		2004 to 2005		2004	
2006-07	3.96%	May 1, 2006		2005 to 2006		2005	
2007-08	4.42%	May 1, 2007		2006 to 2007		2006	
2008-09	4.29%	May 1, 2008		2007 to 2008		2007	
2009-10	0.62%	May 1, 2009		2008 to 2009		2008	
2010-11	-2.54%	May 1, 2010		2009 to 2010		2009	
2011-12	2.51%	May 1, 2011		2010 to 2011		2010	
2012-13	3.77%	May 1, 2012		2011 to 2012		2011	
2013-14	5.12%	May 1, 2013		2012 to 2013		2012	
2014-15	-0.23%	May 1, 2014		2013 to 2014		2013	
2015-16	3.82%	May 1, 2015		2014 to 2015		2014	
2016-17	5.37%	May 1, 2016		2015 to 2016		2015	
2017-18	3.69%	May 1, 2017		2016 to 2017		2016	
2018-19	3.67%	May 1, 2018		2017 to 2018		2017	
2019-20	3.85%	May 1, 2019		2018 to 2019		2018	
2020-21		May 1, 2020		2019 to 2020		2019	

Select highest factor for the year (column a or d) to Worksheet 7

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Worksheet #7 - Appropriations Limit

City **PLACENTIA** FY **2019-20**

	Amount	Source
a) Prior Year Appropriations Limit	89,074,258	Prior year schedules
b) Adjustment Factors		
	percent ratio	
1) Population Change	0.29%	1.0029
Population in city or county?	County	"city" or "county"
2) Cost of Living	3.85%	1.0385
State CPI or % New non-residential?	CPI	"CPI" or "%new non-resid AV"
3) Combined adjustment factor	1.0415	b1 * b2
c) Adjusted Limit	92,770,169	a * b3
d) Alterations		
Transfer of Financial Responsibility		
Transfer to Fees		
Emergency		
Voter Override		
Total Alterations	-	sum of d
e) Appropriations Limit - Current Year	92,770,169	c + d

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Worksheet #8 - Appropriations Subject to Limitation

City **PLACENTIA**

FY **2019-20**

	<u>Amount</u>	<u>Source</u>
a) Proceeds of Taxes	32,051,457	Worksheet #1
b) Exclusions	-	Worksheet #3
c) Appropriations Subject to Limitation	32,051,457	a-b
d) Appropriations Limit (current year)	92,770,169	Worksheet #7
e) Under (Over) Limit	60,718,712	d-c

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May 2019

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2019, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2019-20. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2019-20 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2019.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY BOSLER

Director

By:

Vivek Viswanathan
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2019-20 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2019-20	3.85

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2019-20 appropriation limit.

2019-20:

Per Capita Cost of Living Change = 3.85 percent
 Population Change = 0.47 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.85 + 100}{100} = 1.0385$

Population converted to a ratio: $\frac{0.47 + 100}{100} = 1.0047$

Calculation of factor for FY 2019-20: $1.0385 \times 1.0047 = 1.0434$

Fiscal Year 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change	--- Population Minus Exclusions ---		Total
	2018-2019	1-1-18	1-1-19	1-1-2019
Orange				
Aliso Viejo	-0.57	51,664	51,372	51,372
Anaheim	0.18	358,686	359,322	359,339
Brea	2.40	44,539	45,606	45,606
Buena Park	-0.25	83,594	83,384	83,384
Costa Mesa	1.17	114,396	115,739	115,830
Cypress	0.12	49,774	49,833	49,833
Dana Point	-0.34	34,365	34,249	34,249
Fountain Valley	-0.46	56,914	56,652	56,652
Fullerton	-0.34	143,313	142,824	142,824
Garden Grove	0.12	174,951	175,155	175,155
Huntington Beach	0.82	202,097	203,761	203,761
Irvine	2.24	274,055	280,202	280,202
Laguna Beach	-0.49	23,474	23,358	23,358
Laguna Hills	-0.56	31,751	31,572	31,572
Laguna Niguel	1.48	65,777	66,748	66,748
Laguna Woods	-0.57	16,612	16,518	16,518
La Habra	1.57	62,558	63,542	63,542
Lake Forest	1.53	85,048	86,346	86,346
La Palma	-0.59	15,914	15,820	15,820
Los Alamitos	-0.59	11,790	11,721	11,721
Mission Viejo	-0.44	96,856	96,434	96,434
Newport Beach	-0.50	87,614	87,180	87,180
Orange	0.41	141,116	141,691	141,691
Placentia	-0.51	52,602	52,333	52,333
Rancho Santa Margarita	-0.56	49,238	48,960	48,960
San Clemente	-0.50	65,732	65,405	65,405
San Juan Capistrano	0.77	36,541	36,821	36,821
Santa Ana	-0.44	339,192	337,716	337,716
Seal Beach	-0.54	24,606	24,473	25,073
Stanton	-0.45	39,483	39,307	39,307
Tustin	-0.47	81,755	81,369	81,369
Villa Park	-0.47	5,961	5,933	5,933
Westminster	-0.46	93,035	92,610	92,610
Yorba Linda	-0.14	68,804	68,706	68,706
Unincorporated	0.31	128,726	129,128	129,128
County Total	0.29	3,212,533	3,221,790	3,222,498

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

RESOLUTION NO. R-2019-29

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA APPROVING AND ADOPTING
THE ANNUAL APPROPRIATIONS LIMIT FOR THE FISCAL
YEAR 2019-20 IN THE AMOUNT OF \$92,770,169**

A. Recitals.

(i) The voters of California on November 6, 1979, added Article XIII B to the State Constitution placing various limitations on the appropriations of the State and local governments; and

(ii) Article XIII B, as amended in 1990, provides that the appropriations limit for the Fiscal Year 2019-20 is calculated by adjusting the base year appropriations of Fiscal Year 1986-87 for changes in the cost of living and population; and

(iii) The City of Placentia has complied with all of the provisions of Article XIII B in determining the appropriations limit for the Fiscal Year 2019-20.

B. Resolution.

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

1. That the appropriations limit in Fiscal Year 2019-20 shall be based on the 2018-19 appropriation limit of \$89,074,258 as established by Resolution No. R-2018-39, and adjusted based on Proposition 111 guidelines by the California Per Capita Personal Income change of +3.85% and the Orange County population change of +0.29% as reported by the State Department of Finance on May 1, 2019, thus creating a new appropriations limit for Fiscal Year 2019-20 in the amount of \$92,770,169.

PASSED, ADOPTED AND APPROVED this 18th day of June 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, California, do hereby certify that the foregoing Resolution, was duly passed, approved and adopted by City Council, approved and signed by the Mayor and attested by the City Clerk, all at the regular meeting of the said City Council held on the 18th day of June 2019 and the same was passed and adopted by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney