



Regular Meeting Agenda July 23, 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
July 23, 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 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Rosanna Ramirez, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Unrepresented Employee
2. Pursuant to Government Code Section 54956.9 (d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (2 Cases)
3. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: USA Properties
Under Negotiations: Price and Terms of Payment

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
July 23, 2019
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Boy Scout Troop 723 Honor Guard

PRESENTATIONS:

- a. **Presentation of Mayor’s “Do the Right Thing” Award to Joshua Correa**
Recipient: Joshua Correa
Presenter: Mayor Shader

- b. **Presentation of Mayor’s “Do the Right Thing” Award to Virginia Thomas**
Recipient: Virginia Thomas
Presenter: Mayor Shader

- c. **Recognition of Winners of the Cultural Arts Commission Annual Photography Contest**
Recipients: Cultural Arts Commission Annual Photography Contest Winners
Presenters: Mayor Shader, Cultural Arts Commission Vice Chair Nadine La Borde, Cultural Arts Commissioner Kristina Muldoon, and Community Services Coordinator Felipe Zambrano

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.u):

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 July 23, 2019**
Check Register
Fiscal Impact: \$578,714.12
Electronic Disbursement Register
Fiscal Impact: \$ 64,360.50
City Fiscal Year 2019-20 Register for July 23, 2019
Check Register
Fiscal Impact: \$690,729.42
Electronic Disbursement Register
Fiscal Impact: \$761,783.43
Recommended Action: It is recommended that the City Council:
 - 1) Receive and file

- 1.c. **Acceptance of Resignations from the Recreation and Parks Commission**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 - 1) Accept the resignations of Todd Emrick and Michael Dougherty from the Recreation and Parks Commission; and
 - 2) Update the City's master Commission/Committee vacancy list to include the vacancies on the Recreation and Parks Commission

- 1.d. **Reduction of the Recreation and Parks Commission Membership from Nine (9) to Seven (7) Members**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 - 1) Adopt Resolution R-2019-38, A Resolution of the City Council of the City of Placentia, California establishing the number of Recreation and Parks Commissioners at seven (7) members.

- 1.e. **Second Reading and Adoption of Ordinance No. O-2019-05, Adopting Negative Declaration (ND) No. 2019-02 and Approving Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01, Resulting in an Amendment to the Placentia Municipal Code and an Amendment to Specific Plan 5 (SP-5) Which Would Amend Placentia Municipal Code Chapter 23.105 Entitled "Specific Plan 5" (SP-5) to Add Hospitality Uses and Other Commercial Uses to the Permitted Uses for All Parcels (Including Parcels 9 and 11) and to Modify the Maximum Allowable Height to Be Seventy-Five (75) Feet Within the Specific Plan Area Which Consists of 11 Parcels on Approximately 19.13 Acres, Generally Located at the Northeast Corner of Orangethorpe Avenue and Placentia Avenue, and Extending Northbound Along Placentia Avenue onto Kimberly Avenue (Brian Chuchua)**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance O-2019-05, An Ordinance of the City Council of the City of Placentia, California adopting Negative Declaration (ND) No. 2019-02 for the proposed project and approving Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01 resulting in an amendment to Chapter 23.105 entitled "Specific Plan 5" to amend the permitted uses and maximum allowable height permitted within Specific Plan 5.

- 1.f. **Second Reading and Adoption of Ordinance No. O-2019-06, Whereby Amendment to the City of Placentia Municipal Code (PMC) Shall Be Made, by Adding Chapter 23.71 (Short-Term Residential Rentals – Licensed Use) and Chapter 6.45 (Short-Term Residential Rentals) Relating to Short-Term Residential Rentals and Making Conforming Changes to Chapters 23.10 ("R-A" – Residential Agricultural District), 23.12 ("R-1" – Single Family Residential District), 23.15 ("R-2" – Low-Medium Density Multiple-Family District), 23.18 ("R-G" – Medium Density Multiple-Family), 23.21 ("R-3" – High Density Multiple-Family), 23.25 ("RPC" – Residential Planned Community District), 23.72 ("PUD" – Planned Unit Development District), 23.106 ("SP-6" – Specific Plan 6), 23.107 ("SP-7" – Specific Plan 7), 23.108 ("SP-8" – Specific Plan 8), and 23.110 ("SP-10" – Specific Plan 10, 23.111 ("TOD" – Transit Oriented Development Packing House District), and 23.112 ("OT" – Old Town Placentia Revitalization Plan)**

Fiscal Impact: Potential for approximately \$31,600 in net revenue from Transient Occupancy Tax.

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance No. O-2019-06, an Ordinance of the City Council of the City of Placentia, California, adopting a Categorical Exemption pursuant to CEQA Guidelines Section 15061 (b)(3) for the proposed project and amending the City of Placentia Municipal Code (PMC), by adding Chapter 23.71 (Short-Term Residential Rentals – Licensed Use) and Chapter 6.45 (Short-Term Residential Rentals) relating to Short-Term Residential Rentals and making conforming changes to Chapters 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 and 23.112 of the Municipal Code.

- 1.g. **Second Reading of Ordinance Adjusting Boundaries of the City Council Districts**

Fiscal Impact: \$50,000 (to date)

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance No. O-2019-04, An Ordinance of the City Council of the City Of Placentia, California adjusting the boundaries of the City Council districts and adopting a map with the adjusted boundaries and identification number of each electoral district.

- 1.h. **Amendment No. 1 to Maintenance Services Agreement with Bear Electrical Solutions, Inc. for Traffic Signal Maintenance Services**

Fiscal Impact: Expense: \$ 350,000 Total Cost for Services

Budgeted: \$ 110,000 Fiscal Year 2018-19 Operating Budget

\$ 120,000 Fiscal Year 2019-20 Operating Budget

\$ 120,000 Estimated For Fiscal Year 2020-21 Operating Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Maintenance Services Agreement with Bear Electrical Solutions, Inc. for provision of Traffic Signal Maintenance Services, increasing the contract not-to-exceed amount by \$123,590; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the initial three-year contract amount, or \$35,000; and

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

1.i. **Ordinance Adding Article VI to Chapter 14.04 of Title 14 of the Placentia Municipal Code to Establish a Pavement Cut Moratorium on Newly Paved and Sealed Streets**

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

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and introduce for first reading Ordinance No. 2019-09, An Ordinance of the City Council of the City of Placentia, California, amending Title 14 of the Placentia Municipal Code by adding Article VI to Chapter 14.04 establishing a pavement cut moratorium on newly paved and sealed streets.

1.j. **Acceptance of Construction Work and Notice of Completion for the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project Phase V**

Fiscal Impact:

Expense:	\$200,000	Project Cost
Budgeted:	\$160,000	M2 Environmental Cleanup Program Grant
	\$ 25,000	CalRecycle Used Oil Payment Program
	\$ 10,000	Refuse Administration Fund
	\$ 5,000	General Fund

Recommended Action: It is recommended that the City Council:

- 2) Accept the work performed by G2 Construction, Inc., for construction of the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project, Phase V in the total amount of \$200,000; and
- 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.k. **Professional Services Agreement for Engineering Design Services: Citywide Cycle 9 Highway Safety Improvement Program Project (Project No. 2908)**

Fiscal Impact:

Expense:	\$ 132,445
Budgeted:	\$1,284,000

FY 2019-20 Capital Improvement Program
Budget – Federal HSIP Grant Funds
No General Fund dollars will be used on this project.

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for engineering design services for the Citywide Cycle 9 Highway Safety Improvement Program Project to KOA Corporation, for a not-to-exceed amount of \$132,445; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$13,244; and
- 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.l. **Declaration of Surplus Property**

Fiscal Impact: Revenue realized from the sale of surplus property will be deposited into the City Equipment Replacement Fund.

Recommended Action: It is recommended that the City Council:

- 1) Declare the eleven (11) vehicles listed in this report as surplus property; and
- 2) Authorize the City Administrator or his designee to execute the necessary documents to dispose of these vehicles through a public auction; and
- 3) Direct Staff to deposit the auction proceeds into the City Equipment Replacement Fund.

1.m. **Professional Services Agreement for Engineering Design Services for Fiscal Year 2019-20 Residential Slurry Seal and Arterial Roadway Rehabilitation Project Nos. 1001 and 1002**

Fiscal Impact: Expense: \$ 308,500
Budgeted: \$2,710,000 FY 2019-20 Capital Improvement Program Budget

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for the Engineering Design Services for FY 2019-20 Residential Slurry Seal and Arterial Roadway Rehabilitation Projects with NV5, Inc., for a not-to-exceed amount of \$308,500; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$30,850; and
- 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.n. **Acceptance of Construction Work and Notice of Completion for the Citywide Traffic Signal Repair Project (Multiple Project No.'s)**

Fiscal Impact: Expense: \$331,987.63 Final Project Cost
Budgeted: \$453,596.00 FY 2018-19 Capital Improvement Program Budget

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Siemens Industry, Inc., for construction of the Citywide Traffic Signal Repair Project in the total amount of \$331,987.63; and
- 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
- 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.o. **Resolution Amending the City's Conflict of Interest Code**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the proposed amendments to the City's Conflict of Interest Code, provide input and/or updates as necessary; and
- 2) Approve Resolution R-2019-39, A Resolution of the City Council of the City of Placentia, California, amending the City's Conflict of Interest Code.

1.p. **Second Quarter Fiscal Year 2018-19 Financial Update**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Second Quarter Fiscal Year 2018-19 Financial Update for Period Ending December 31, 2018.

1.q. **Exclusive Memorandum of Understanding Between the County of Orange and the Cities of Placentia and Buena Park for Additional County Funding for the Operation of North Spa Navigation Centers**

Fiscal Impact: Revenue: \$625,000 from the County of Orange for operations.

Recommended Action: It is recommended that the City Council:

- 1) Approve the Memorandum of Understanding between the Cities of Buena Park and Placentia and the County of Orange; and
- 2) Authorize the City Administrator and/or his designee to make non-substantive amendments as necessary and execute the agreement on behalf of the City, in a form approved by the City Attorney.

1.r. **Second Reading of Ordinance No. O-2019-08 Reauthorizing the Public, Educational, and Governmental (PEG) Fee on State Video Franchisees Operating Within the City of Placentia**

Fiscal Impact: Approximately \$70,000 Annual PEG Restricted Revenue

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-08, An Ordinance of the City Council of the City of Placentia, California, reauthorizing the Public, Educational, and Governmental fee on State video franchisees operating within the City of Placentia.

1.s. **Purchase and Implementation of New Police Department Jail Camera and Panic Alarm System**

Fiscal Impact: Expense: \$ 68,660 Project Cost

Budgeted: \$ 68,660 FY 2019-20 Capital Improvement Program (CIP)
Budget (FY 2018-19 Budget Carryover)

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase and installation of the Avigilon Camera System and software from Avigilon in an amount not-to-exceed \$68,660; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.t. **Memorandum of Understanding Between the City and the Placentia City Employees Association**

Fiscal Impact: Fiscal Year 2019-20: \$ 153,274 (Estimated)

Fiscal Year 2020-21: \$ 300,521 (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Memorandum of Understanding with the Placentia City Employees Association as outlined in Exhibit 1; and
- 2) Authorize the City Administrator, Director of Administrative Services, and Director of Finance to execute the necessary documents on behalf of the City, in a form approved by the City Attorney.

1.u. **Professional Services Agreement with Public Consulting Group for Fire Department Implementation Services**

Fiscal Impact: Expense: \$ 50,000 Consultant Services

Budgeted: \$ 50,000 FY 2019-20 Operating Budget

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for Placentia Fire and Life Safety Department Implementation Services with Public Consulting Group, Inc., for a not-to-exceed amount of \$50,000; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$5,000; and
- 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Orange County Housing Finance Trust Joint Powers Authority Agreement**

Fiscal Impact: Possible Future Grant Funding For Supportive Housing

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2019-41 A Resolution of the City Council of the City of Placentia, California entering into the Joint Exercise of Powers Agreement to become a member of the Orange County Housing Finance Trust; and
- 2) Approve the Orange County Housing Finance Trust Joint Powers Authority Agreement and authorize the City Administrator, or designee, to sign and execute the Agreement; and
- 3) Receive and file the draft bylaws, which are subject to formal adoption by the Orange County Housing Trust's Board of Directors following its creation through the execution of the Orange County Housing Finance Trust Joint Powers Agreement by the County of Orange and participating cities; and
- 4) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- 5) Authorize the City Administrator, or his designee, to execute all documents necessary, substantially 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, September 10, 2019 at 5:30 p.m.

Adjourned in Memory of

Steve Hemstreet, Lifelong Friend of Councilmember Green

TENTATIVE AGENDA FORECAST

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

- Second Reading of Pavement Moratorium Ordinance
- Media Production Contract Services
- Third Quarter Fiscal Year 2018-19 Treasurer's Report
- Third Quarter Fiscal Year 2018-19 Financial Update
- Placentia Open Spaces and Urban Greening Master Plan

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 July 23, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on July 18, 2019.

Rosanna Ramirez, Director of Administrative Services

City of Placentia
Check Register
For 07/23/2019
FY 18/19

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 578,714.12

Check Totals by ID

AP	578,714.12
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 578,714.12

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	357,644.35
117-Measure U Fund (0079)	4,160.00
205-State Gas Tax (0017)	18,392.42
210-Measure M (0018)	40,248.47
215-Air Quality Management (0019)	480.00
224-Asset Seiz 15% Training (0073)	205.94
227-Explorer Grant NOC (0076)	1,610.00
228-NOC-Public Safety Grant(0061)	2,003.98
231-Placentia Reg Nav Cent(0078)	726.16
260-Street Lighting Distrct (0028)	32,432.47
265-Landscape Maintenance (0029)	14,769.03
270-CDBG Fund (0030)	800.00
275-Sewer Maintenance (0048)	12,259.71
401-City Capital Projects (0033)	36,161.49
601-Employee Health & Wlfre (0039)	12,166.40
605-Risk Management (0040)	29,939.71
701-Special Deposits (0044)	14,713.99

Check Total: 578,714.12

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 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT & T V008736	6/15-7/14 IRRIGATION MODEM	296561-6215 Telephone	AP070319	44.26	JUNE LMD 19		00101710	07/03/2019
				Check Total:	44.26				
MW OH	AT & T MOBILITY V008709	5/8-6/7 IPAD CHARGES	109595-6215 Telephone	AP070319	544.09	X06152019		00101711	07/03/2019
				Check Total:	544.09				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP070319	334.85	72230525		00101712	07/03/2019
				Check Total:	334.85				
MW OH	CBE V008124	5/20-6/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP070319	82.88	IN2157575		00101713	07/03/2019
				Check Total:	82.88				
MW OH	DISTINGUISHED PEST V003466	QUARTERLY PEST CONTROL SVS	103654-6290 Dept. Contract Services	AP070319	1,235.00	15931		00101714	07/03/2019
				Check Total:	1,235.00				
MW OH	ECO WATER V011213	80% BLDG PERMIT REFUND	100000-4162 Plumbing Permits	AP070319	60.80	B19-0729		00101715	07/03/2019
				Check Total:	60.80				
MW OH	EJ WARD INC V001108	FUEL PUMP SOFTWARE UPGRADE	103658-6137 Repair Maint/Equipment	AP070319	3,548.50	0067272-IN		00101716	07/03/2019
				Check Total:	3,548.50				
MW OH	EMPIRE MEDIA V010651	APRIL MEDIA PRODUCTION SVS	101573-6099 Professional Services	AP070319	3,753.33	0076	P11370	00101717	07/03/2019
MW OH	EMPIRE MEDIA V010651	MAY MEDIA PRODUCTION SVS	101573-6099 Professional Services	AP070319	5,070.00	0080	P11370	00101717	07/03/2019
				Check Total:	8,823.33				
MW OH	ENTENMANN-ROVIN CO V000342	ID BADGE WALLETS	101512-6301 Special Department Supplies	AP070319	128.19	0143902-IN		00101718	07/03/2019
				Check Total:	128.19				

**City of Placentia
Check Register
For 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	COP PADS	103658-6134 Vehicle Repair & Maintenance	AP070319	116.03	101-257991		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	OIL & AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP070319	20.06	102-076825		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070319	21.07	102-076908		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS, AIR FILTER	103658-6134 Vehicle Repair & Maintenance	AP070319	45.59	102-077028		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	AIR & OIL FILTERS, COP PADS	103658-6134 Vehicle Repair & Maintenance	AP070319	294.93	102-077084		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	CREDIT - BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP070319	-37.24	102-077100		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070319	17.80	102-077154		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	CAR BATTERY	103658-6134 Vehicle Repair & Maintenance	AP070319	108.19	102-077338		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	CABIN AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP070319	45.98	102-077471		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070319	21.07	102-077754		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070319	239.81	102-077942		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	RADIATOR CAP	103658-6134 Vehicle Repair & Maintenance	AP070319	19.85	102-078085		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070319	67.26	102077705		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PEDAL	103658-6134 Vehicle Repair & Maintenance	AP070319	9.37	12-3128710		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	FUEL CAP	103658-6134 Vehicle Repair & Maintenance	AP070319	64.00	12-3133424		00101719	07/03/2019

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MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP070319	39.31	12-3134745		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	AIR FILTERS & COP PADS	103658-6134 Vehicle Repair & Maintenance	AP070319	127.87	12-3135035		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070319	96.53	12-3143538		00101719	07/03/2019
MW OH	FACTORY MOTOR PARTS V010842	STRUT MOUNT KIT	103658-6134 Vehicle Repair & Maintenance	AP070319	74.41	12-3146594		00101719	07/03/2019
Check Total:					1,391.89				
MW OH	FLASHBAY INC V009680	FLASH DRIVES	102534-6225 Advertising/Promotional	AP070319	1,305.53	IN955040		00101720	07/03/2019
Check Total:					1,305.53				
MW OH	GLASBY MAINT. SUPPLY CO V000445	COJANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP070319	60.18	297450A		00101721	07/03/2019
Check Total:					60.18				
MW OH	GOLDEN STATE WATER V000928	MAY-JUNE WATER CHARGES	109595-6335 Water	AP070319	19,430.09	062019		00101722	07/03/2019
MW OH	GOLDEN STATE WATER V000928	MAY-JUNE WATER CHARGES	296561-6335 Water	AP070319	3,767.38	062019		00101722	07/03/2019
Check Total:					23,197.47				
MW OH	GOMEZ, MARIA V002992	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP070319	150.00	2002536.002		00101723	07/03/2019
Check Total:					150.00				
MW OH	GOOD TIMES TRAVEL INC V010819	6/6 EXCURSION PAYMENT	0044-2056 CS Good Times Travel Deposits	AP070319	252.00	CP0606019		00101724	07/03/2019
Check Total:					252.00				
MW OH	GST V009410	JUNE IT SERVICES & MAINT	101523-6290 Dept. Contract Services	AP070319	8,278.00	INV36041	P11379	00101725	07/03/2019
Check Total:					8,278.00				

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MW OH	HERC RENTALS INC V010786	STUMP GRINDER RENTAL	103655-6170 Equipment & Tool Rental	AP070319	666.70 30824735-001		00101726	07/03/2019
					Check Total:	666.70		
MW OH	HERNANDEZ, MARIA V011215	DEPOSIT REFUND - AGUIRRE BLDG	100000-4385 Facility Rental	AP070319	100.00 2002541.002		00101727	07/03/2019
					Check Total:	100.00		
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6301 Special Department Supplies	AP070319	47.96 6548608		00101728	07/03/2019
					Check Total:	47.96		
MW OH	HOME DEPOT CREDIT V010624	PW SUPPLIES	103654-6137 Repair Maint/Equipment	AP070319	165.66 1015952		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	LOVE PLACENTIA SUPPLIES	103654-6137 Repair Maint/Equipment	AP070319	281.59 1017001		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	LOVE PLACENTIA SUPPLIES	103654-6137 Repair Maint/Equipment	AP070319	101.31 1017080		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	TEEN CENTER REPAIR SUPPLIES	103654-6137 Repair Maint/Equipment	AP070319	21.65 1024408		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	PW SUPPLIES	103654-6137 Repair Maint/Equipment	AP070319	45.78 23353		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	PW SUPPLIES	103652-6132 Repair & Maintenance/Streets	AP070319	56.43 3016733		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	TEEN CENTER REPAIR SUPPLIES	104071-6301 Special Department Supplies	AP070319	145.06 5017589		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	TEEN CENTER REPAIR SUPPLIES	104071-6301 Special Department Supplies	AP070319	114.03 5017635		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	TEEN CENTER REPAIR SUPPLIES	104071-6301 Special Department Supplies	AP070319	14.52 5017637		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	PARK REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP070319	73.26 6015357		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT	TEEN CENTER REPAIR SUPPLIES	103654-6137	AP070319	40.46 6017532		00101729	07/03/2019

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	V010624		Repair Maint/Equipment					
MW OH	HOME DEPOT CREDIT V010624	LOVE PLACENTIA SUPPLIES	103654-6137 Repair Maint/Equipment	AP070319	64.00 9017220		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	LOVE PLACENTIA SUPPLIES	103654-6137 Repair Maint/Equipment	AP070319	115.50 9024641		00101729	07/03/2019
MW OH	HOME DEPOT CREDIT V010624	PAINT	103652-6301 Special Department Supplies	AP070319	177.92 9214987		00101729	07/03/2019
Check Total:					1,417.17			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP070319	114.25 3787782-00		00101730	07/03/2019
Check Total:					114.25			
MW OH	JOURNEY INVESTMENTS V011212	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	AP070319	1,000.00 40-19-05		00101731	07/03/2019
Check Total:					1,000.00			
MW OH	LANGUAGE NETWORK INC V010775	6/11 TRANSLATION SERVICES	101513-6299 Other Purchased Services	AP070319	675.00 301184		00101732	07/03/2019
MW OH	LANGUAGE NETWORK INC V010775	6/18 TRANSLATION SERVICES	101513-6299 Other Purchased Services	AP070319	675.00 302598		00101732	07/03/2019
MW OH	LANGUAGE NETWORK INC V010775	6/25 TRANSLATION SERVICES	101513-6299 Other Purchased Services	AP070319	675.00 303748		00101732	07/03/2019
Check Total:					2,025.00			
MW OH	LIEBERT CASSIDY V000597	MAY LEGAL SERVICES	101512-6099 Professional Services	AP070319	2,576.00 1480214		00101733	07/03/2019
MW OH	LIEBERT CASSIDY V000597	MAY LEGAL SERVICES	101512-6099 Professional Services	AP070319	874.00 1480215		00101733	07/03/2019
MW OH	LIEBERT CASSIDY V000597	MAY LEGAL SERVICES	101512-6099 Professional Services	AP070319	690.00 1480216		00101733	07/03/2019
MW OH	LIEBERT CASSIDY V000597	MAY LEGAL SERVICES	101512-6099 Professional Services	AP070319	1,120.00 1480217		00101733	07/03/2019

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MW OH	LIEBERT CASSIDY V000597	MAY LEGAL SERVICES	101512-6099 Professional Services	AP070319	460.00	1480755		00101733	07/03/2019
					Check Total:	5,720.00			
MW OH	LIVERMORE, JEREMY V011214	STRUCTURAL ENGINEERING SVS	302535-6401 Community Programs	AP070319	800.00	90132		00101734	07/03/2019
					Check Total:	800.00			
MW OH	LOZOYA, ITZEL V009414	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP070319	150.00	2002543.002		00101735	07/03/2019
					Check Total:	150.00			
MW OH	M JACK BROOKS JD V010723	JUNE SR HR ANALYST SVS	101512-6099 Professional Services	AP070319	1,955.00	062019 PHR		00101736	07/03/2019
					Check Total:	1,955.00			
MW OH	MALDONADO, STEPHANIE V011218	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP070319	150.00	2002538.002		00101737	07/03/2019
					Check Total:	150.00			
MW OH	MANAGED HEALTH V008122	JUNE EAP SERVICES	395083-5161 Health Insurance Premiums	AP070319	313.95	PRM-040627		00101738	07/03/2019
					Check Total:	313.95			
MW OH	MARIPOSA LANDSCAPES INC V000647	CUNE LANDSCAPE MAINT	103655-6115 Landscaping	AP070319	3,643.37	85116	P11384	00101739	07/03/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	CUNE LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP070319	6,040.63	85116	P11384	00101739	07/03/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	CUNE LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP070319	1,492.67	85116	P11384	00101739	07/03/2019
MW OH	MARIPOSA LANDSCAPES INC V000647	CUNE LANDSCAPE MAINT	173555-6115 Landscaping	AP070319	9,142.92	85116	P11384	00101739	07/03/2019
					Check Total:	20,319.59			
MW OH	MC FADDEN-DALE V000635	TRAILER LIGHT KIT	103658-6301 Special Department Supplies	AP070319	128.22	375476/5		00101740	07/03/2019

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MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103658-6301 Special Department Supplies	AP070319	66.59 375643/5		00101740	07/03/2019
					Check Total:	194.81		
MW OH	MISSION LINEN SUPPLY V011110	6/25 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP070319	95.96 510177171	P11487	00101741	07/03/2019
					Check Total:	95.96		
MW OH	OFFICE INDUSTRIES V007477	AA BATTERIES	102531-6315 Office Supplies	AP070319	16.19 63476		00101742	07/03/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP070319	199.99 63477		00101742	07/03/2019
					Check Total:	216.18		
MW OH	ORANGE COUNTY V007306	MAY PARKING CITATIONS	0044-2038 Parking Fines	AP070319	6,937.50 060619		00101743	07/03/2019
					Check Total:	6,937.50		
MW OH	PARS V006999	APRIL REP - PARS FEES	109595-6295 City Admin Services	AP070319	400.00 43172		00101744	07/03/2019
					Check Total:	400.00		
MW OH	PARTS SOURCE V000817	REPAIR BACK-UP ALARM	103658-6134 Vehicle Repair & Maintenance	AP070319	42.48 19224		00101745	07/03/2019
					Check Total:	42.48		
MW OH	PLACENTIA, CITY OF V000782	JUNE WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP070319	6,172.57 060619-060719		00101746	07/03/2019
MW OH	PLACENTIA, CITY OF V000782	JUNE WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP070319	1,972.60 061319-061419		00101746	07/03/2019
MW OH	PLACENTIA, CITY OF V000782	JUNE WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP070319	379.91 062019-062119		00101746	07/03/2019
					Check Total:	8,525.08		
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERIES	103658-6134 Vehicle Repair & Maintenance	AP070319	209.72 C 66562		00101747	07/03/2019

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				Check Total:	209.72				
MW OH	RAMIREZ, JESUS V011217	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP070319	150.00	2002542.002		00101748	07/03/2019
				Check Total:	150.00				
MW OH	RWG LAW V010776	MAY LEGAL SERVICES	101005-6005 Legal Services	AP070319	16,952.06	222186		00101749	07/03/2019
				Check Total:	16,952.06				
MW OH	SALAS, AMY V011216	DEPOSIT REFUND - AGUIRRE	100000-4385 Facility Rental	AP070319	100.00	2002540.002		00101750	07/03/2019
				Check Total:	100.00				
MW OH	SELMAN CHEVROLET V009997	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP070319	43.29	481481 CVR		00101751	07/03/2019
				Check Total:	43.29				
MW OH	SO CAL GAS V000909	MAY-JUNE GAS CHARGES	109595-6340 Natural Gas	AP070319	39.56	062719		00101752	07/03/2019
				Check Total:	39.56				
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP070319	118.60	062019		00101753	07/03/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 / 21008-6330 Electricity	AP070319	4,706.01	062019		00101753	07/03/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 Electricity	AP070319	14,140.28	062019		00101753	07/03/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	296561-6330 Electricity	AP070319	47.11	062019		00101753	07/03/2019
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP070319	25.55	062019		00101753	07/03/2019
				Check Total:	19,037.55				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP070319	18.10	268827		00101754	07/03/2019

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				Check Total:	18.10				
MW OH	TIME WARNER CABLE V004450	6/14-7/13 PD INTERNET FIBER	109595-6215 Telephone	AP070319	619.00	0528002061419		00101755	07/03/2019
				Check Total:	619.00				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	SUNE LEGISLATIVE ADVOCACY	101001-6001 Management Consulting Services	AP070319	5,000.00	14862		00101756	07/03/2019
				Check Total:	5,000.00				
MW OH	VERIZON WIRELESS V008735	5/21-6/20 PD DEVICES CHARGES	109595-6215 Telephone	AP070319	1,742.83	9832505906		00101757	07/03/2019
MW OH	VERIZON WIRELESS V008735	5/21-6/20 CA IPAD CHARGES	109595-6215 Telephone	AP070319	38.01	9832505907		00101757	07/03/2019
MW OH	VERIZON WIRELESS V008735	5/21-6/20 IPAD CHARGES	109595-6215 Telephone	AP070319	406.68	9832505908		00101757	07/03/2019
MW OH	VERIZON WIRELESS V008735	5/21-6/20 COUNCIL IPAD CHARGES	109595-6215 Telephone	AP070319	220.95	9832505909		00101757	07/03/2019
MW OH	VERIZON WIRELESS V008735	5/21-6/20 PUMP STATION WIRELES	109595-6215 Telephone	AP070319	19.00	9832510710		00101757	07/03/2019
MW OH	VERIZON WIRELESS V008735	5/21-6/20 PUMP STATION WIRELES	109595-6215 / 21009-6215 Telephone	AP070319	19.01	9832510710		00101757	07/03/2019
				Check Total:	2,446.48				
MW OH	WEST COAST ARBORISTS INC V001124	6/16-31 TREE MAINT	103655-6116 Tree Maintenance	AP070319	264.00	148737	P11372	00101758	07/03/2019
MW OH	WEST COAST ARBORISTS INC V001124	6/1-15 TREE MAINT	103655-6116 Tree Maintenance	AP070319	10,433.00	149089	P11372	00101758	07/03/2019
				Check Total:	10,697.00				
MW OH	WEST COAST LIGHTS & SIRENS V006106	VEHICLE ADDITIONAL ITEMS	613041-6842 Vehicles	AP070319	715.59	18511		00101759	07/03/2019
				Check Total:	715.59				
MW OH	ALL CITY MANAGEMENT	6/2-6/15 CROSSING GUARD SVS	103047-6290	AP071119	3,053.93	62310	P11361	00101796	07/11/2019

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	V000005		Dept. Contract Services						
				Check Total:	3,053.93				
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP071119	101.75	194301		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	101.75	194333		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	203403		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	101.75	203416		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	203418		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	203534		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	203642		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	203658		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	203670		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	101.75	203757		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	204103		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	204364		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	204367		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00	204368		00101797	07/11/2019

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MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00 204394		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00 212891		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00 212935		00101797	07/11/2019
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP071119	185.00 212947		00101797	07/11/2019
Check Total:					2,997.00			
MW OH	ANAHEIM REGIONAL V007613	6/13 SART EXAM	103040-6099 Professional Services	AP071119	850.00 81595375001		00101798	07/11/2019
Check Total:					850.00			
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	109595-6215 Telephone	AP071119	543.73 062219		00101799	07/11/2019
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	109595-6215 / 21009-6215 Telephone	AP071119	10.43 062219		00101799	07/11/2019
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	296561-6215 Telephone	AP071119	61.89 062219		00101799	07/11/2019
MW OH	AT&T V004144	JUNE-JULY PHONE CHARGES	109595-6215 / 21008-6215 Telephone	AP071119	10.32 070119		00101799	07/11/2019
MW OH	AT&T V004144	JUNE-JULY PHONE CHARGES	296561-6215 Telephone	AP071119	122.20 070119		00101799	07/11/2019
MW OH	AT&T V004144	JUNE-JULY PHONE CHARGES	109595-6215 Telephone	AP071119	2,996.69 070119		00101799	07/11/2019
Check Total:					3,745.26			
MW OH	AUTO COLLISION GROUP V011225	PD VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP071119	4,637.52 2851		00101800	07/11/2019
Check Total:					4,637.52			
MW OH	BIGGS CARDOSA	APR-MAY ENGINEERING,DESIGN SVS	31801-6185	AP071119	36,081.49 76485	P11399	00101801	07/11/2019

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	V010461		Construction Services					
				Check Total:	36,081.49			
MW OH	CALIFORNIA FORENSIC V000232	JUNE BLOOD DRAWS	103040-6055 Medical Services	AP071119	725.25 1065	P11362	00101802	07/11/2019
				Check Total:	725.25			
MW OH	CALIFORNIA MARKETING V009347	WATER BOTTLES	101512-6301 Special Department Supplies	AP071119	610.32 82133		00101803	07/11/2019
				Check Total:	610.32			
MW OH	CARL WARREN & CO V008011	JUNE LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP071119	1,603.00 1880139		00101804	07/11/2019
				Check Total:	1,603.00			
MW OH	CBE V008124	JUNE COPIER OVERAGE CHARGES	109595-6175 Office Equipment Rental	AP071119	26.01 IN2163348		00101805	07/11/2019
				Check Total:	26.01			
MW OH	CITY OF BREA V000125	BUSINESS CARDS - ARRULA	101511-6315 Office Supplies	AP071119	15.27 ASCS001193		00101806	07/11/2019
				Check Total:	15.27			
MW OH	CITY OF PLACENTIA V000773	TEEN CENTER SUPPLIES	104071-6301 Special Department Supplies	AP071119	33.60 063019		00101807	07/11/2019
				Check Total:	33.60			
MW OH	COMMERCIAL AQUATIC V005203	JUNE GOMEZ POOL CHEMICALS	103654-6290 Dept. Contract Services	AP071119	646.84 I19-2906		00101808	07/11/2019
MW OH	COMMERCIAL AQUATIC V005203	JUNE WHITTEN POOL CHEMICALS	103654-6290 Dept. Contract Services	AP071119	600.00 I19-2907		00101808	07/11/2019
MW OH	COMMERCIAL AQUATIC V005203	JUNE WHITTEN POOL CHEMICALS	103654-6290 Dept. Contract Services	AP071119	331.81 I19-2933		00101808	07/11/2019
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL CHEMICALS	103654-6290 Dept. Contract Services	AP071119	376.69 I19-3046		00101808	07/11/2019
MW OH	COMMERCIAL AQUATIC	INSTALL WHITTEN POOL PUMP	103654-6290	AP071119	199.60 I19-3118		00101808	07/11/2019

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	V005203		Dept. Contract Services						
				Check Total:	2,154.94				
MW OH	COUNTY OF ORANGE V008881	JUNE CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP071119	1,104.51	SH 53525	P11450	00101809	07/11/2019
				Check Total:	1,104.51				
MW OH	DFS FLOORING INC V000099	JUNE CARPET CLEANING SVS	103654-6290 Dept. Contract Services	AP071119	665.00	305857-43		00101810	07/11/2019
				Check Total:	665.00				
MW OH	ENTERPRISE FLEET V003312	JUNE PD VEHICLE LEASE PMT	103042-6165 / 50070-6165 Vehicle Rental	AP071119	5,060.14	FBN3717213	P11371	00101811	07/11/2019
				Check Total:	5,060.14				
MW OH	FAIRWAY FORD V000376	GLASS FOR F250 TRUCK	103658-6134 Vehicle Repair & Maintenance	AP071119	186.85	249001		00101812	07/11/2019
MW OH	FAIRWAY FORD V000376	CUT & PROGRAM VEHICLE KEY	103658-6134 Vehicle Repair & Maintenance	AP071119	176.82	C48348		00101812	07/11/2019
MW OH	FAIRWAY FORD V000376	CUT & PROGRAM VEHICLE KEY	103658-6134 Vehicle Repair & Maintenance	AP071119	190.78	C49051		00101812	07/11/2019
				Check Total:	554.45				
MW OH	GOLDEN STATE WATER V000928	MAY-JUNE WATER CHARGES	296561-6335 Water	AP071119	4,550.56	071119		00101813	07/11/2019
MW OH	GOLDEN STATE WATER V000928	MAY-JUNE WATER CHARGES	109595-6335 Water	AP071119	5,966.72	071119		00101813	07/11/2019
				Check Total:	10,517.28				
MW OH	GRANICUS INC. V007659	APRIL-JUNE SUITES & TEMPLATES	101523-6136 Software Maintenance	AP071119	2,715.30	111620	P11354	00101814	07/11/2019
MW OH	GRANICUS INC. V007659	APRIL-JUNE PEAK AGENDA MNGMT	101523-6136 Software Maintenance	AP071119	1,890.00	111620	P11354	00101814	07/11/2019
MW OH	GRANICUS INC. V007659	APRIL-JUNE OPEN PLATFORM	101523-6136 Software Maintenance	AP071119	1,170.00	111620A	P11437	00101814	07/11/2019

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				Check Total:	5,775.30				
MW OH	H&S ENERGY LLC V010680	JUNE CITY VEHICLE CAR WASHES	103658-6301 Special Department Supplies	AP071119	799.23	06202019		00101815	07/11/2019
				Check Total:	799.23				
MW OH	HALO CONFIDENTIAL V008544	JUNE PD BACKGROUND SCREENINGS	103040-6290 Dept. Contract Services	AP071119	2,630.00	0130	P11363	00101816	07/11/2019
MW OH	HALO CONFIDENTIAL V008544	JUNE PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP071119	3,200.00	0132T	P11363	00101816	07/11/2019
				Check Total:	5,830.00				
MW OH	HEALTHPOINTE MEDICAL V010713	6/13 PRE-EMPLOYMENT EXAM	101512-6099 Professional Services	AP071119	181.00	30601-2911275		00101817	07/11/2019
				Check Total:	181.00				
MW OH	HIRSCH PIPE AND SUPPLY V004494	RESTROOM REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP071119	209.46	6559905		00101818	07/11/2019
MW OH	HIRSCH PIPE AND SUPPLY V004494	CREDIT	103654-6301 Special Department Supplies	AP071119	-47.76	6560053		00101818	07/11/2019
MW OH	HIRSCH PIPE AND SUPPLY V004494	RESTROOM REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP071119	73.10	6560076		00101818	07/11/2019
				Check Total:	234.80				
MW OH	HOBAN, THOMAS W V011223	IMPOUND FEE REFUND	100000-4410 City Ord Fines (Parking)	AP071119	320.00	DR 19-01932		00101819	07/11/2019
				Check Total:	320.00				
MW OH	HOUSTON & HARRIS PCS INC V010110	SEWER MAINT	484356-6120 R & M/Sewer & Storm Drain	AP071119	2,935.35	19-21999	P11419	00101820	07/11/2019
				Check Total:	2,935.35				
MW OH	JOHN L HUNTER & V009056	MAY NPDES CONSULTING SVS	103551-6290 Dept. Contract Services	AP071119	630.22	PLANP0519	P11443	00101821	07/11/2019
MW OH	JOHN L HUNTER & V009056	MAY NPDES CONSULTING SVS	103593-6099 Professional Services	AP071119	3,491.25	PLANP0519	P11443	00101821	07/11/2019

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					Check Total:	4,121.47			
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	24,371.35	92250		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	0044-2042 / 45077-2042 Construction Deposits	AP071119	124.49	92251		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	352.72	92253		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	62.24	92254		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP071119	692.67	92255		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP071119	201.09	92256		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	111.72	92262		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	938.45	92263		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	111.72	92269		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	784070-6005 Legal Services	AP071119	726.16	92271		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	67.03	92272		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	3,118.28	92273		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	797.66	92274		00101822	07/11/2019
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	826.73	92275		00101822	07/11/2019
MW OH	JONES & MAYER	MAY LEGAL SERVICES	101005-6005	AP071119	1,564.08	92280		00101822	07/11/2019

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	V009822		Legal Services						
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP071119	12,112.46	92359		00101822	07/11/2019
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP071119	3,937.50	92626	P11459	00101822	07/11/2019
MW OH	JONES & MAYER V009822	LEGAL SERVICES	109595-6999 Other Expenditure	AP071119	12,000.00	92571	P11502	00101822	07/11/2019
Check Total:					62,116.35				
MW OH	JUAREZ, TERESA V011224	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP071119	150.00	2002550.002		00101823	07/11/2019
Check Total:					150.00				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - WOZNICHAK	103041-6360 / 50130-6360 Uniforms	AP071119	70.98	700033035		00101824	07/11/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - TAPIA	103041-6360 / 50130-6360 Uniforms	AP071119	254.48	700033459		00101824	07/11/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - GOMEZ	103041-6360 / 50040-6360 Uniforms	AP071119	210.83	700033546		00101824	07/11/2019
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS - WOZNICHAK	103041-6360 / 50130-6360 Uniforms	AP071119	163.84	700033570		00101824	07/11/2019
Check Total:					700.13				
MW OH	MC FADDEN-DALE V000635	VEHICLE MAINT SUPPLIES	103658-6350 Small Tools/Equipment	AP071119	49.38	376615/5		00101825	07/11/2019
Check Total:					49.38				
MW OH	MCKENZIE, TOM V006560	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP071119	128.58	TM6202219MM		00101826	07/11/2019
Check Total:					128.58				
MW OH	OCLEEEA V009443	SUMMER EXPLORER ACADEMY	763041-6250 Staff Training	AP071119	1,610.00	060719		00101827	07/11/2019
Check Total:					1,610.00				

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MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP071119	84.93 63324		00101828	07/11/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP071119	109.60 63442		00101828	07/11/2019
					Check Total:	194.53		
MW OH	ORANGE COUNTY V007306	JUNE PARKING CITATIONS	0044-2038 Parking Fines	AP071119	6,300.00 063019		00101829	07/11/2019
					Check Total:	6,300.00		
MW OH	PERRIN, PAUL L V010648	6/20 PRE-EMPLOYMENT POLYGRAPH	03040-6099 Professional Services	AP071119	225.00 19-14		00101830	07/11/2019
MW OH	PERRIN, PAUL L V010648	6/26 PRE-EMPLOYMENT POLYGRAPH	03040-6099 Professional Services	AP071119	225.00 19-15		00101830	07/11/2019
					Check Total:	450.00		
MW OH	PLACENTIA, CITY OF V000778	JUNE DENTAL CLAIMS	395083-5130 Dental Claim	AP071119	9,747.60 JULY 2019		00101831	07/11/2019
					Check Total:	9,747.60		
MW OH	RBI TRAFFIC INC V010707	MAY TRAFFIC ENGINEERING - OCTA	331811-6185 / 61056-6185 Construction Services	AP071119	80.00 2371	P11470	00101832	07/11/2019
MW OH	RBI TRAFFIC INC V010707	MAY TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP071119	6,880.00 2371	P11470	00101832	07/11/2019
MW OH	RBI TRAFFIC INC V010707	MAY CHAPMAN/MALVERS RTSSP	192809-6185 Construction Services	AP071119	480.00 2371	P11470	00101832	07/11/2019
MW OH	RBI TRAFFIC INC V010707	JUNE TRAFFIC ENGINEERING SVS	103550-6290 Dept. Contract Services	AP071119	6,120.00 2394	P11470	00101832	07/11/2019
					Check Total:	13,560.00		
MW OH	SIEMENS INDUSTRY INC V008785	JUNE TRAFFIC SIGNAL REPAIRS	182907-6185 Construction Services	AP071119	8,963.25 5610176575	P11445	00101833	07/11/2019
MW OH	SIEMENS INDUSTRY INC V008785	JUNE TRAFFIC SIGNAL REPAIRS	182903-6185 Construction Services	AP071119	30,000.00 5610176575	P11445	00101833	07/11/2019

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MW OH	SIEMENS INDUSTRY INC V008785	JUNE TRAFFIC SIGNAL REPAIRS	182904-6185 Construction Services	AP071119	1,285.22	5610176575	P11445	00101833	07/11/2019
MW OH	SIEMENS INDUSTRY INC V008785	JUNE TRAFFIC SIGNAL REPAIRS	172904-6185 Construction Services	AP071119	6,329.50	5610176575	P11445	00101833	07/11/2019
Check Total:					46,577.97				
MW OH	SILVER & WRIGHT LLP V009853	JUNE LEGAL SVS - 431 E. PALM	101005-6299 Other Purchased Services	AP071119	346.90	25772		00101834	07/11/2019
MW OH	SILVER & WRIGHT LLP V009853	JUNE LEGAL SVS - 1608 ATWOOD	101005-6299 Other Purchased Services	AP071119	55.70	25772		00101834	07/11/2019
Check Total:					402.60				
MW OH	SO CAL LAND MAINTENANCE V011102	JUNE PARK MAINT SVS	103655-6115 Landscaping	AP071119	17,883.09	8304	P11483	00101835	07/11/2019
Check Total:					17,883.09				
MW OH	SOUTHERN CALIFORNIA V000910	JUNE-JULY ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP071119	21.35	070219		00101836	07/11/2019
MW OH	SOUTHERN CALIFORNIA V000910	JUNE-JULY ELECTRICAL CHARGES	296561-6330 Electricity	AP071119	135.00	070219		00101836	07/11/2019
MW OH	SOUTHERN CALIFORNIA V000910	JUNE-JULY ELECTRICAL CHARGES	286560-6330 Electricity	AP071119	32,432.47	070219		00101836	07/11/2019
MW OH	SOUTHERN CALIFORNIA V000910	JUNE-JULY ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP071119	115.94	070219		00101836	07/11/2019
MW OH	SOUTHERN CALIFORNIA V000910	JUNE-JULY ELECTRICAL CHARGES	109595-6330 Electricity	AP071119	16,485.41	070219		00101836	07/11/2019
Check Total:					49,190.17				
MW OH	TEAM ONE MANAGEMENT V010070	JUNE PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP071119	4,337.50	38	P11381	00101837	07/11/2019
Check Total:					4,337.50				
MW OH	THE PUN GROUP LLP V010156	FY 18/19 FINANCIAL AUDITING	102020-6010 Accounting & Auditing Service	AP071119	20,000.00	112104		00101838	07/11/2019

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				Check Total:	20,000.00			
MW OH	TRANSUNION RISK & V009317	JUNE DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP071119	177.00 070119		00101839	07/11/2019
				Check Total:	177.00			
MW OH	TRILLIUM CNG (1720) V007952	JUNE CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP071119	98.63 0003432022		00101840	07/11/2019
				Check Total:	98.63			
MW OH	TRINH, JAMIE V010591	SPRING TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP071119	2,152.50 07012019		00101841	07/11/2019
				Check Total:	2,152.50			
MW OH	ULINE V006583	57 FWY CLEANING SAFETY SUPPLIE	103043-6301 Special Department Supplies	AP071119	1,696.07 109036010		00101842	07/11/2019
				Check Total:	1,696.07			
MW OH	UNIQUE PRINTING V010259	PD GATE SIGNS	103041-6301 Special Department Supplies	AP071119	1,513.89 40816		00101843	07/11/2019
MW OH	UNIQUE PRINTING V010259	PD UNIFORM HATS	103041-6360 Uniforms	AP071119	1,239.13 40820		00101843	07/11/2019
				Check Total:	2,753.02			
MW OH	V & V MANUFACTURING INC V010393	PD LUCIT BADGE - UCEDA	103040-6360 Uniforms	AP071119	123.91 48330		00101844	07/11/2019
				Check Total:	123.91			
MW OH	VARENHORST, ANN V009439	EXCURSION REFUND	100000-4385 Facility Rental	AP071119	376.00 2002546.002		00101845	07/11/2019
				Check Total:	376.00			
MW OH	WEX BANK V007269	JUNE PD FUEL COSTS	103658-6345 Gasoline & Diesel Fuel	AP071119	816.10 59894149		00101846	07/11/2019
				Check Total:	816.10			
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP071119	60.33 672337		00101847	07/11/2019

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MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP071119	123.89 674639		00101847	07/11/2019
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP071119	60.33 674792		00101847	07/11/2019
Check Total:					244.55			
MW OH	YORBA LINDA WATER V001148	MAY-JUNE WATER CHARGES	109595-6335 Water	AP071119	1,582.67 07032019		00101848	07/11/2019
Check Total:					1,582.67			
MW OH	YORBA LINDA WATER V006633	JAN SEWER CHARGES	484356-6297 Billing Services	AP071119	965.80 219333		00101849	07/11/2019
MW OH	YORBA LINDA WATER V006633	JULY-DEC 2018 RETRO SEWER CHAR	484356-6297 Billing Services	AP071119	3,529.56 219334		00101849	07/11/2019
MW OH	YORBA LINDA WATER V006633	FEB SEWER CHARGES	484356-6297 Billing Services	AP071119	965.80 220001		00101849	07/11/2019
MW OH	YORBA LINDA WATER V006633	MARCH SEWER CHARGES	484356-6297 Billing Services	AP071119	965.80 220724		00101849	07/11/2019
MW OH	YORBA LINDA WATER V006633	APRIL SEWER CHARGES	484356-6297 Billing Services	AP071119	965.80 221468		00101849	07/11/2019
MW OH	YORBA LINDA WATER V006633	MAY SEWER CHARGES	484356-6297 Billing Services	AP071119	965.80 222371		00101849	07/11/2019
MW OH	YORBA LINDA WATER V006633	JUNE SEWER CHARGES	484356-6297 Billing Services	AP071119	965.80 223119		00101849	07/11/2019
Check Total:					9,324.36			
MW OH	ANAHEIM FULLERTON V006631	MAY CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP071519	101.75 195458		00101850	07/16/2019
MW OH	ANAHEIM FULLERTON V006631	MAY CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP071519	185.00 202348		00101850	07/16/2019
MW OH	ANAHEIM FULLERTON V006631	MAY CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP071519	185.00 202750		00101850	07/16/2019

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				Check Total:	471.75			
MW OH	AT&T MOBILITY V011025	JUNE PW WIRELESS SERVICES	109595-6215 Telephone	AP071519	1,401.13 15174725		00101851	07/16/2019
MW OH	AT&T MOBILITY V011025	JUNE PD WIRELESS SERVICES	109595-6215 Telephone	AP071519	1,371.59 15180527		00101851	07/16/2019
				Check Total:	2,772.72			
MW OH	BOA ARCHITECTURE V010118	ADA INSPECTION SERVICES	791905-6185 Construction Services	AP071519	4,160.00 19-2824-1		00101852	07/16/2019
MW OH	BOA ARCHITECTURE V010118	ADA INSPECTION SERVICES	171906-6185 Construction Services	AP071519	2,920.00 19-2830-1		00101852	07/16/2019
				Check Total:	7,080.00			
MW OH	CALIFORNIA STATE V010097	JUNE LIVE SCAN PROCESSING	101512-6099 Professional Services	AP071519	528.00 ASR19292		00101853	07/16/2019
				Check Total:	528.00			
MW OH	CARTER, BRIAN V011228	PHOTOGRAPHY SVS FOR PD	103040-6301 Special Department Supplies	AP071519	2,400.00 SS-00111-01		00101854	07/16/2019
MW OH	CARTER, BRIAN V011228	PHOTOGRAPHY SVS FOR PD	103040-6301 Special Department Supplies	AP071519	2,400.00 SS-00112-01		00101854	07/16/2019
				Check Total:	4,800.00			
MW OH	CBE V008124	MARCH-JUNE COPIER OVERAGES	109595-6215 Telephone	AP071519	1,974.15 2810717		00101855	07/16/2019
				Check Total:	1,974.15			
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103047-6182 Lien Services	AP071519	50.00 272		00101856	07/16/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	APRIL CSUF PD LIEN SVS	103047-6182 Lien Services	AP071519	50.00 277C		00101856	07/16/2019
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103047-6182 Lien Services	AP071519	100.00 281E		00101856	07/16/2019
MW OH	CLEAR CHOICE LIEN SALES	MAY CSUF PD LIEN SVS	103047-6182	AP071519	50.00 281F		00101856	07/16/2019

**City of Placentia
Check Register
For 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V005847		Lien Services					
MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103047-6182 Lien Services	AP071519	100.00 284G		00101856	07/16/2019
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP071519	25.00 284H		00101856	07/16/2019
Check Total:					375.00			
MW OH	COMMERCIAL AQUATIC V005203	MAY WHITTEN POOL CHEMICALS	103654-6290 Dept. Contract Services	AP071519	353.15 I19-2123		00101857	07/16/2019
Check Total:					353.15			
MW OH	DSYL V011227	LAYOUT SVS FOR PD ANNUAL RPT	103040-6230 Printing & Binding	AP071519	1,850.00 11456		00101858	07/16/2019
Check Total:					1,850.00			
MW OH	FIFTH AVENUE CLEANERS V010431	JUNE PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP071519	573.99 JUNE 19		00101859	07/16/2019
Check Total:					573.99			
MW OH	FM THOMAS AIR V010634	QUARTERLY HVAC SYSTEM MAINT	103654-6290 Dept. Contract Services	AP071519	3,336.00 39994	P11358	00101860	07/16/2019
Check Total:					3,336.00			
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Supplies	AP071519	1,176.01 296455A		00101861	07/16/2019
Check Total:					1,176.01			
MW OH	GOOD TIMES TRAVEL INC V010819	6/29 EXCURSION PMT	100000-4385 Facility Rental	AP071519	1,456.00 CP062919		00101862	07/16/2019
Check Total:					1,456.00			
MW OH	MANAGED HEALTH V008122	JUNE EAP SERVICES	395083-5161 Health Insurance Premiums	AP071519	313.95 PRM-039495		00101863	07/16/2019
Check Total:					313.95			
MW OH	ORIGINAL WATERMEN V006320	LIFEGUARD UNIFORMS	104071-6360 Uniforms	AP071519	2,984.66 S62550		00101864	07/16/2019

**City of Placentia
Check Register
For 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ORIGINAL WATERMEN V006320	LIFEGUARD UNIFORMS	104071-6360 Uniforms	AP071519	422.94 S63646		00101864	07/16/2019
					Check Total:	3,407.60		
MW OH	PLACENTIA YORBA LINDA V000794	EMBOSE FOLDERS FOR HR	101512-6301 Special Department Supplies	AP071519	230.63 82MI1265		00101865	07/16/2019
					Check Total:	230.63		
MW OH	PLACENTIA, CITY OF V000782	JUNE WORKERS' COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP071519	19,811.63 060319-062819		00101866	07/16/2019
					Check Total:	19,811.63		
MW OH	PLACENTIA, CITY OF V000822	CERT MEETING SUPPLIES	101514-6301 Special Department Supplies	AP071519	80.33 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP071519	29.92 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP071519	22.50 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP071519	21.68 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP071519	21.69 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS - PERRY	733041-6250 Staff Training	AP071519	16.00 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP071519	14.03 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	CERT MEETING SUPPLIES	101514-6301 Special Department Supplies	AP071519	53.85 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP071519	14.03 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD UNIFORM ALTERATIONS	103043-6360 Uniforms	AP071519	71.50 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF	PD TRAINING MEALS, MILEAGE	733041-6250	AP071519	14.03 070819		00101867	07/16/2019

**City of Placentia
Check Register
For 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000822		Staff Training					
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP071519	14.03 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS - WAGONER	733041-6250 Staff Training	AP071519	24.00 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	GASOLINEFOR PD UNIT 69	103658-6345 Gasoline & Diesel Fuel	AP071519	40.29 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	GASOLINE FOR PD UNIT 31	103658-6345 Gasoline & Diesel Fuel	AP071519	20.35 070819		00101867	07/16/2019
MW OH	PLACENTIA, CITY OF V000822	PD TRAINING MEALS, MILEAGE	733041-6250 Staff Training	AP071519	14.03 070819		00101867	07/16/2019
Check Total:					472.26			
MW OH	PRINCIPAL LIFE V008141	JUNE DENTAL INSURANCE PREMIUM	95000-4720 ISF Dental Ins Reimbursement	AP071519	940.50 JUNE 2019		00101868	07/16/2019
MW OH	PRINCIPAL LIFE V008141	JUNE DENTAL INSURANCE PREMIUM	95083-5162 Dental Insurance Premiums	AP071519	850.40 JUNE 2019		00101868	07/16/2019
Check Total:					1,790.90			
MW OH	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	103654-6290 / 21008-6290 Dept. Contract Services	AP071519	142.50 205035		00101869	07/16/2019
MW OH	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP071519	142.50 205035		00101869	07/16/2019
Check Total:					285.00			
MW OH	SECURITY DESIGN CONCEPTS V008347	JAN-APRIL PLAN CHECK FEES	102532-6045 Building Inspection Services	AP071519	94.50 19021		00101870	07/16/2019
Check Total:					94.50			
MW OH	SHADER, FRANK V011226	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP071519	100.00 30-19-076		00101871	07/16/2019
Check Total:					100.00			
MW OH	SILVER & WRIGHT LLP	FEB LEGAL SERVICES	101005-6299	AP071519	10,307.02 25506		00101872	07/16/2019

**City of Placentia
Check Register
For 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009853		Other Purchased Services						
				Check Total:	10,307.02				
MW OH	SPARKLETTS V000967	JUNE SR CENTER WATER SERIVCE	104079-6301 Special Department Supplies	AP071519	309.07	14974536 062619		00101873	07/16/2019
MW OH	SPARKLETTS V000967	JUNE WHITTEN WATER SERVICE	104071-6299 Other Purchased Services	AP071519	110.64	15169979 062919		00101873	07/16/2019
				Check Total:	419.71				
MW OH	TECH ARTS V011229	INSTALL ACOUSTIC PANEL	614071-6840 Machinery & Equipment	AP071519	1,288.39	24171		00101874	07/16/2019
				Check Total:	1,288.39				
MW OH	UNITED STATES POSTAL V001085	PERMIT 26 FEES	104071-6301 Special Department Supplies	AP071519	235.00	062019		00101875	07/16/2019
				Check Total:	235.00				
MW OH	WANKE, CHAD P. V007435	TRAVEL REIMBURSEMENT	101001-6245 Meetings & Conferences	AP071519	1,294.98	071519		00101876	07/16/2019
				Check Total:	1,294.98				
MW OH	WEST COAST ARBORISTS INC V001124	IN6/16-30 TREE MAINT SVS	103655-6116 Tree Maintenance	AP071519	7,884.00	149620	P11372	00101877	07/16/2019
				Check Total:	7,884.00				
				Type Total:	578,714.12				
				Check Total:	578,714.12				

City of Placentia
Electronic Disbursement Register

For 07/23/2019
FY 18/19

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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Grand Total: 64,360.50

EDR Totals by ID

AP	0.00
EP	64,360.50
IP	0.00
OP	0.00

Fund Name

EDR Totals by Fund

101-General Fund (0010)	124,052.89
208-Sccssr Agncy Ret Oblg (0054)	870.68
224-Asset Seiz 15% Training (0073)	83.75
227-Explorer Grant NOC (0076)	29.55
228-NOC-Public Safety Grant(0061)	2,648.07
229-Comm Trans Hous Grant (0062)	2,307.62
265-Landscape Maintenance (0029)	1,025.72
275-Sewer Maintenance (0048)	5,180.48
280-Misc Grants Fund (0050)	74.65
501-Refuse Administration (0037)	1,063.16
601-Employee Health & Wlfre (0039)	-72,976.07

Void Total: 0.00
EDR Total: 64,360.50

Electronic Disbursement Sub Totals: 64,360.50

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

City of Placentia
Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0010-2150 Survivor Benefit Package	ACH062719	106.36 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0010-2195 PERS Uniform	ACH062719	18.70 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0029-2140 Employee PERS W/H	ACH062719	1,024.36 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0029-2150 Survivor Benefit Package	ACH062719	1.06 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0029-2195 PERS Uniform	ACH062719	0.30 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0037-2140 Employee PERS W/H	ACH062719	1,062.14 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0037-2150 Survivor Benefit Package	ACH062719	1.02 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0048-2140 Employee PERS W/H	ACH062719	5,174.73 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0048-2150 Survivor Benefit Package	ACH062719	4.58 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0048-2195 PERS Uniform	ACH062719	1.17 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0050-2140 Employee PERS W/H	ACH062719	74.40 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0050-2150 Survivor Benefit Package	ACH062719	0.20 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0050-2195 PERS Uniform	ACH062719	0.05 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0010-2140 Employee PERS W/H	ACH062719	123,927.83 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0054-2140 Employee PERS W/H	ACH062719	869.98 060719		00012096	06/27/2019

City of Placentia
Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	395083-5145 Retirement PERS	ACH062719	-62,537.22 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0054-2150 Survivor Benefit Package	ACH062719	0.70 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0061-2140 Employee PERS W/H	ACH062719	2,645.46 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0061-2150 Survivor Benefit Package	ACH062719	2.03 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0061-2195 PERS Uniform	ACH062719	0.58 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0062-2140 Employee PERS W/H	ACH062719	2,304.28 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0062-2150 Survivor Benefit Package	ACH062719	3.34 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0073-2140 Employee PERS W/H	ACH062719	83.55 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0073-2150 Survivor Benefit Package	ACH062719	0.20 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0076-2140 Employee PERS W/H	ACH062719	29.44 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	0076-2150 Survivor Benefit Package	ACH062719	0.11 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	PERS 6/1/19 PD 6/7/19	395083-5145 Retirement PERS	ACH062719	-10,438.85 060719		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	JUNE UAL PAYMENT	395083-5145 Retirement PERS	ACH062719	61,853.37 10000001568871		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	JUNE UAL PAYMENT	395083-5145 Retirement PERS	ACH062719	111,193.16 10000001568872		00012096	06/27/2019
EP	CALIFORNIA PUBLIC V010053	FY 17/18 CALPERS CREDIT	395083-5145 Retirement PERS	ACH062719	-173,046.53 FY 17/18		00012096	06/27/2019

City of Placentia
Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	64,360.50				
				Type Total:	64,360.50				
				Check Total:	64,360.50				

City of Placentia
Check Register
 For 07/23/2019
 FY 19/20

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 690,729.42

Check Totals by ID

AP	690,729.42
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 690,729.42

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	127,957.53
208-Secssr Agency Ret Oblg (0054)	217,525.14
211-PEG Fund (0058)	4,604.80
224-Asset Seiz 15% Training (0073)	0.02
225-Asset Seizure (0021)	79.00
227-Explorer Grant NOC (0076)	48.77
228-NOC-Public Safety Grant(0061)	78.35
229-Comm Trans Hous Grant (0062)	369.91
231-Placentia Reg Nav Cent(0078)	1,696.00
265-Landscape Maintenance (0029)	249.84
275-Sewer Maintenance (0048)	972.02
280-Misc Grants Fund (0050)	342.03
501-Refuse Administration (0037)	335.97
601-Employee Health & Wlfre (0039)	6,041.04
605-Risk Management (0040)	330,379.00
701-Special Deposits (0044)	50.00

Check Total: 690,729.42

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 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	A-1 FENCE COMPANY V007378	NAVIGATION CENTER FENCING	784070-6830 Land Acquisition	AP070419	1,696.00 65641		00101700	07/03/2019
					Check Total:	1,696.00		
MW OH	AMERICAN PLANNING V000010	MEMBERSHIP - LAMBERT	102531-6255 Dues & Memberships	AP070419	574.00 122431-1947		00101701	07/03/2019
					Check Total:	574.00		
MW OH	CALIFORNIA DENTAL V008102	JULY DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP070419	576.62 JULY 19		00101702	07/03/2019
MW OH	CALIFORNIA DENTAL V008102	JULY DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP070419	131.08 JULY 19		00101702	07/03/2019
					Check Total:	707.70		
MW OH	COMCATE SOFTWARE INC V009760	FEE TRACKING LICENSE	101523-6136 Software Maintenance	AP070419	607.75 7034		00101703	07/03/2019
MW OH	COMCATE SOFTWARE INC V009760	CEM LICENSE AGREEMENT	101523-6136 Software Maintenance	AP070419	6,457.23 7034		00101703	07/03/2019
MW OH	COMCATE SOFTWARE INC V009760	DATA TICKET LICENSE AGREEMENT	101523-6136 Software Maintenance	AP070419	1,580.16 7034		00101703	07/03/2019
MW OH	COMCATE SOFTWARE INC V009760	GIS LICENSE AGREEMENT	101523-6136 Software Maintenance	AP070419	2,917.22 7034		00101703	07/03/2019
					Check Total:	11,562.36		
MW OH	ECS IMAGING INC V001305	LASERFICHE ANNUAL RENEWAL	101523-6136 Software Maintenance	AP070419	10,256.00 14139		00101704	07/03/2019
					Check Total:	10,256.00		
MW OH	INTERNATIONAL COUNCIL V008842	MEMBERSHIP - LAMBERT	102534-6255 Dues & Memberships	AP070419	50.00 19/20 -		00101705	07/03/2019
					Check Total:	50.00		
MW OH	PUBLIC AGENCY RISK V000241	ANNUAL PROPERTY INSURANCE	404582-6201 Liability Insurance Premiums	AP070419	65,016.00 20-125		00101706	07/03/2019
MW OH	PUBLIC AGENCY RISK	ANNUAL LIABILITY COVERAGE	404582-6201	AP070419	259,836.00 20-18		00101706	07/03/2019

**City of Placentia
Check Register
For 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000241		Liability Insurance Premiums						
MW OH	PUBLIC AGENCY RISK V000241	COMMERCIAL CRIME BOND	404582-6201 Liability Insurance Premiums	AP070419	5,527.00	20-85		00101706	07/03/2019
Check Total:					330,379.00				
MW OH	TIME WARNER CABLE V004450	JULY EOC INTERNET SVS	109595-6215 Telephone	AP070419	596.86	0034466061619		00101707	07/03/2019
MW OH	TIME WARNER CABLE V004450	JULY 10MB FIBER ACCESS	109595-6215 Telephone	AP070419	1,221.39	0347700062519		00101707	07/03/2019
MW OH	TIME WARNER CABLE V004450	JULY WHITTEN INTERNET SVS	109595-6215 Telephone	AP070419	632.91	0347726062519		00101707	07/03/2019
MW OH	TIME WARNER CABLE V004450	JULY PW YARD INTERNET SVS	109595-6215 Telephone	AP070419	632.91	0347858062619		00101707	07/03/2019
MW OH	TIME WARNER CABLE V004450	JULY FRIENDLY CENTER CABLE SVS	104077-6215 Telephone	AP070419	121.84	0431975062119		00101707	07/03/2019
Check Total:					3,205.91				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	JULY LEGISLATIVE ADVOCACY SVS	101001-6001 Management Consulting Services	AP070419	5,000.00	14944		00101708	07/03/2019
Check Total:					5,000.00				
MW OH	US BANK ST PAUL V010025	S.A. DEBT SERVICES PMT	0054-1150 Cash w/Fiscal Agent	AP070419	217,339.01	1422413		00101709	07/03/2019
Check Total:					217,339.01				
MW OH	CALIFORNIA STATE V004813	PE 06/29/19 PD 07/05/19	0029-2196 Garnishments W/H	PY19014	18.00	2700/1901014		00101760	07/09/2019
MW OH	CALIFORNIA STATE V004813	PE 06/29/19 PD 07/05/19	0048-2196 Garnishments W/H	PY19014	156.46	2700/1901014		00101760	07/09/2019
MW OH	CALIFORNIA STATE V004813	PE 06/29/19 PD 07/05/19	0010-2196 Garnishments W/H	PY19014	1,268.75	2700/1901014		00101760	07/09/2019
MW OH	CALIFORNIA STATE V004813	PE 06/29/19 PD 07/05/19	0037-2196 Garnishments W/H	PY19014	69.23	2700/1901014		00101760	07/09/2019

**City of Placentia
Check Register
For 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Check Total:	1,512.44			
MW OH	FRANCHISE TAX BOARD V000404	PE 06/29/19 PD 07/05/19	0010-2196 Garnishments W/H	PY19014	48.00	2710/1901014		00101761	07/09/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 06/29/19 PD 07/05/19	0029-2196 Garnishments W/H	PY19014	6.00	2710/1901014		00101761	07/09/2019
MW OH	FRANCHISE TAX BOARD V000404	PE 06/29/19 PD 07/05/19	0048-2196 Garnishments W/H	PY19014	6.00	2710/1901014		00101761	07/09/2019
					Check Total:	60.00			
MW OH	ORANGE COUNTY V000699	PE 06/29/19 PD 07/05/19	0010-2176 PCEA/OCEA Assoc Dues	PY19014	325.15	2610/1901014		00101762	07/09/2019
MW OH	ORANGE COUNTY V000699	PE 06/29/19 PD 07/05/19	0029-2176 PCEA/OCEA Assoc Dues	PY19014	6.73	2610/1901014		00101762	07/09/2019
MW OH	ORANGE COUNTY V000699	PE 06/29/19 PD 07/05/19	0037-2176 PCEA/OCEA Assoc Dues	PY19014	2.40	2610/1901014		00101762	07/09/2019
MW OH	ORANGE COUNTY V000699	PE 06/29/19 PD 07/05/19	0076-2176 PCEA/OCEA Assoc Dues	PY19014	0.01	2610/1901014		00101762	07/09/2019
MW OH	ORANGE COUNTY V000699	PE 06/29/19 PD 07/05/19	0073-2176 PCEA/OCEA Assoc Dues	PY19014	0.02	2610/1901014		00101762	07/09/2019
MW OH	ORANGE COUNTY V000699	PE 06/29/19 PD 07/05/19	0048-2176 PCEA/OCEA Assoc Dues	PY19014	21.63	2610/1901014		00101762	07/09/2019
					Check Total:	355.94			
MW OH	PCEA C/O NORTH ORANGE V000679	PE 06/29/19 PD 07/05/19	0029-2176 PCEA/OCEA Assoc Dues	PY19014	0.70	2615/1901014		00101763	07/09/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 06/29/19 PD 07/05/19	0010-2176 PCEA/OCEA Assoc Dues	PY19014	33.79	2615/1901014		00101763	07/09/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 06/29/19 PD 07/05/19	0076-2176 PCEA/OCEA Assoc Dues	PY19014	0.01	2615/1901014		00101763	07/09/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 06/29/19 PD 07/05/19	0037-2176 PCEA/OCEA Assoc Dues	PY19014	0.25	2615/1901014		00101763	07/09/2019
MW OH	PCEA C/O NORTH ORANGE V000679	PE 06/29/19 PD 07/05/19	0048-2176	PY19014	2.25	2615/1901014		00101763	07/09/2019

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	V000679		PCEA/OCEA Assoc Dues						
				Check Total:	37.00				
MW OH	PLACENTIA POLICE V003519	PE 06/29/19 PD 07/05/19	0050-2178 Placentia Police Assoc Dues	PY19014	15.93	2620/1901014		00101764	07/09/2019
MW OH	PLACENTIA POLICE V003519	PE 06/29/19 PD 07/05/19	0076-2178 Placentia Police Assoc Dues	PY19014	20.23	2620/1901014		00101764	07/09/2019
MW OH	PLACENTIA POLICE V003519	PE 06/29/19 PD 07/05/19	0010-2178 Placentia Police Assoc Dues	PY19014	2,144.30	2620/1901014		00101764	07/09/2019
MW OH	PLACENTIA POLICE V003519	PE 06/29/19 PD 07/05/19	0062-2178 Placentia Police Assoc Dues	PY19014	232.85	2620/1901014		00101764	07/09/2019
MW OH	PLACENTIA POLICE V003519	PE 06/29/19 PD 07/05/19	0061-2178 Placentia Police Assoc Dues	PY19014	78.35	2620/1901014		00101764	07/09/2019
				Check Total:	2,491.66				
MW OH	PONCE, JOSE V002656	FINAL CK ICMA LOAN DEDUCTION	0010-2170 Deferred Comp Payable - ICMA	PY19014	444.63	070519		00101765	07/09/2019
MW OH	PONCE, JOSE V002656	FINAL CK ICMA LOAN DEDUCTION	0029-2170 Deferred Comp Payable - ICMA	PY19014	68.40	070519		00101765	07/09/2019
MW OH	PONCE, JOSE V002656	FINAL CK ICMA LOAN DEDUCTION	0048-2170 Deferred Comp Payable - ICMA	PY19014	171.01	070519		00101765	07/09/2019
				Check Total:	684.04				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 6/29/19 PD 7/5/19	0010-2170 Deferred Comp Payable - ICMA	PY19014	-444.63	2606/1901014		00101766	07/09/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/29/19 PD 07/05/19	0076-2170 Deferred Comp Payable - ICMA	PY19014	28.52	2606/1901014		00101766	07/09/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/29/19 PD 07/05/19	0054-2170 Deferred Comp Payable - ICMA	PY19014	17.40	2606/1901014		00101766	07/09/2019
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 6/29/19 PD 7/5/19	0048-2170 Deferred Comp Payable - ICMA	PY19014	-171.01	2606/1901014		00101766	07/09/2019
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/29/19 PD 07/05/19	0048-2170	PY19014	185.91	2606/1901014		00101766	07/09/2019

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	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER PE 06/29/19 PD 07/05/19 V007191		0037-2170 Deferred Comp Payable - ICMA	PY19014	8.12	2606/1901014		00101766	07/09/2019
MW OH	VANTAGEPOINT TRANSFER P/E 6/29/19 PD 7/5/19 V007191		0029-2170 Deferred Comp Payable - ICMA	PY19014	-68.40	2606/1901014		00101766	07/09/2019
MW OH	VANTAGEPOINT TRANSFER PE 06/29/19 PD 07/05/19 V007191		0010-2170 Deferred Comp Payable - ICMA	PY19014	2,954.99	2606/1901014		00101766	07/09/2019
MW OH	VANTAGEPOINT TRANSFER PE 06/29/19 PD 07/05/19 V007191		0029-2170 Deferred Comp Payable - ICMA	PY19014	85.32	2606/1901014		00101766	07/09/2019
				Check Total:	2,596.22				
MW OH	AT & T V008736	JULY PD YARD INTERNET	109595-6215 Telephone	AP071019	9.22	JULY PD 2019		00101767	07/11/2019
				Check Total:	9.22				
MW OH	B & M LAWN & GARDEN V000127	VEHICLE PARTS	103658-6301 Special Department Supplies	AP071019	163.01	449852		00101768	07/11/2019
MW OH	B & M LAWN & GARDEN V000127	VEHICLE PARTS	103658-6301 Special Department Supplies	AP071019	125.45	449858		00101768	07/11/2019
				Check Total:	288.46				
MW OH	BELL GARDENS POLICE V011221	PATROL RIFLE M4 REG - CARAVEZ	103041-6250 Staff Training	AP071019	100.00	070119		00101769	07/11/2019
				Check Total:	100.00				
MW OH	BETTER IMPACT USA INC V011222	VOLUNTEER IMPACT SUBSCRIPTION	03048-6301 Special Department Supplies	AP071019	864.00	103041		00101770	07/11/2019
				Check Total:	864.00				
MW OH	BIG TOP RENTALS V002980	MOVIE SCREEN CLEANING	104071-6301 / 79397-6301 Special Department Supplies	AP071019	142.50	88450		00101771	07/11/2019
				Check Total:	142.50				
MW OH	BLACKMAN, HAILE V007717	7/18 CONCERT PERFORMANCE	104074-6299 Other Purchased Services	AP071019	1,000.00	7022019		00101772	07/11/2019

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				Check Total:	1,000.00				
MW OH	BMI V009377	FY 19/20 MUSIC LICENSE	581573-6290 Dept. Contract Services	AP071019	358.00	35339164		00101773	07/11/2019
				Check Total:	358.00				
MW OH	BRUCE, SCOT V010907	7/25 CONCERT PERFORMANCE	104074-6299 Other Purchased Services	AP071019	1,500.00	7022019		00101774	07/11/2019
				Check Total:	1,500.00				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP071019	248.82	72254971		00101775	07/11/2019
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP071019	249.64	72254972		00101775	07/11/2019
				Check Total:	498.46				
MW OH	CIVIC PLUS V006674	GOPLACENTIA.ORD HOSTING	101523-6136 Software Maintenance	AP071019	1,980.76	188711		00101776	07/11/2019
				Check Total:	1,980.76				
MW OH	COUNTY OF ORANGE V008881	LAFCO COSTS PURSANT TO AB2838	101001-6255 Dues & Memberships	AP071019	5,853.03	GA19200024		00101777	07/11/2019
				Check Total:	5,853.03				
MW OH	FRED PRYOR SEMINARS V004328	EXCEL BASICS REG - TORRES	213041-6250 Staff Training	AP071019	79.00	20-27248034		00101778	07/11/2019
				Check Total:	79.00				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	AP071019	2,535.75	297589A		00101779	07/11/2019
				Check Total:	2,535.75				
MW OH	GOLDEN BELL PRODUCTS V005233	DEGREASER	103658-6137 Repair Maint/Equipment	AP071019	142.77	16768		00101780	07/11/2019
				Check Total:	142.77				
MW OH	GRANICUS INC. V007659	JULY-SEPT PEAK AGENDA MGMT	101523-6136 Software Maintenance	AP071019	1,890.00	115309	P11508	00101781	07/11/2019

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MW OH	GRANICUS INC. V007659	JULY-SEPT SUITES & TEMPLATES	581573-6136 Software Maintenance	AP071019	3,885.30	115309	P11508	00101781	07/11/2019
					Check Total:	5,775.30			
MW OH	HI-WAY SAFETY RENTALS V000459	STREET MAINT SUPPLIES	103652-6301 Special Department Supplies	AP071019	107.03	90733		00101782	07/11/2019
					Check Total:	107.03			
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/29/19 PD 7/5/19	0029-2170 Deferred Comp Payable - ICMA	AP071019	52.00	070519A		00101783	07/11/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/29/19 PD 7/5/19	0010-2170 Deferred Comp Payable - ICMA	AP071019	1,580.59	070519A		00101783	07/11/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/29/19 PD 7/5/19	0054-2170 Deferred Comp Payable - ICMA	AP071019	54.94	070519A		00101783	07/11/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/29/19 PD 7/5/19	0037-2170 Deferred Comp Payable - ICMA	AP071019	60.00	070519A		00101783	07/11/2019
MW OH	ICMA RETIREMENT TRUST V010029	P/E 6/29/19 PD 7/5/19	0048-2170 Deferred Comp Payable - ICMA	AP071019	172.00	070519A		00101783	07/11/2019
					Check Total:	1,919.53			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP071019	495.72	3792272-00		00101784	07/11/2019
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP071019	1,926.25	3800858-00		00101784	07/11/2019
					Check Total:	2,421.97			
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/29 PD 7/5	0029-2131 Employer PARS/ARS Payable	AP071019	81.09	070519A		00101785	07/11/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/29 PD 7/5	0054-2131 Employer PARS/ARS Payable	AP071019	113.79	070519A		00101785	07/11/2019
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/29 PD 7/5	0010-2131 Employer PARS/ARS Payable	AP071019	1,267.13	070519A		00101785	07/11/2019
MW OH	JOHN HANCOCK USA-PARS	PARS-FT P/E 6/29 PD 7/5	0048-2131	AP071019	286.45	070519A		00101785	07/11/2019

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	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 6/29 PD 7/5	0037-2131 Employer PARS/ARS Payable	AP071019	195.97	070519A		00101785	07/11/2019
				Check Total:	1,944.43				
MW OH	OCCMA V011219	MEMBERSHIP - ARRULA	101511-6255 Dues & Memberships	AP071019	387.00	070219		00101786	07/11/2019
				Check Total:	387.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP071019	31.40	63507		00101787	07/11/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP071019	8.46	63510		00101787	07/11/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP071019	206.57	63514		00101787	07/11/2019
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP071019	123.94	63545		00101787	07/11/2019
				Check Total:	370.37				
MW OH	ORANGE COUNTY V010815	MEMBERSHIP	0044-2065 Historical Committee	AP071019	50.00	07012019		00101788	07/11/2019
				Check Total:	50.00				
MW OH	PEREZ, FRANK V001550	HERITAGE CAR SHOW PRIZES	104078-6301 Special Department Supplies	AP071019	500.00	07032019		00101789	07/11/2019
				Check Total:	500.00				
MW OH	PHOTOGRAPHY BY JOHN V000812	PORTRAIT - CITY CLERK	101001-6301 Special Department Supplies	AP071019	151.90	804799		00101790	07/11/2019
				Check Total:	151.90				
MW OH	SOUTHERN CALIFORNIA V000941	FY 19/20 AGENCY DUES	101001-6255 Dues & Memberships	AP071019	5,500.00	070219		00101791	07/11/2019
				Check Total:	5,500.00				
MW OH	TIAA COMMERCIAL FINANCE	JULY PRINTER MANAGEMENT SVS	109595-6137	AP071019	2,085.98	6316564	P11505	00101792	07/11/2019

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	V010867		Repair Maint/Equipment						
				Check Total:	2,085.98				
MW OH	TRAFFIC MANAGEMENT V008463	PAINT	103652-6301 Special Department Supplies	AP071019	508.85	523575		00101793	07/11/2019
				Check Total:	508.85				
MW OH	TRAINING INNOVATIONS INCY V003664	19/20 TMS SOFTWARE SUPPORT	103040-6290 Dept. Contract Services	AP071019	750.00	19-209		00101794	07/11/2019
				Check Total:	750.00				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/29 PD 7/5	0010-2131 Employer PARS/ARS Payable	AP071019	2,970.18	070519A		00101795	07/11/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/29 PD 7/5	0010-2126 Employee PARS/ARS W/H	AP071019	2,970.18	070519A		00101795	07/11/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/29 PD 7/5	0062-2131 Employer PARS/ARS Payable	AP071019	68.53	070519A		00101795	07/11/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/29 PD 7/5	0050-2126 Employee PARS/ARS W/H	AP071019	102.13	070519A		00101795	07/11/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/29 PD 7/5	0062-2126 Employee PARS/ARS W/H	AP071019	68.53	070519A		00101795	07/11/2019
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/29 PD 7/5	0050-2131 Employer PARS/ARS Payable	AP071019	102.13	070519A		00101795	07/11/2019
				Check Total:	6,281.68				
MW OH	ASCAP V004439	2020 MUSIC LICENSE FEES	581573-6290 Dept. Contract Services	AP081619	361.50	1000005271602		00101878	07/16/2019
				Check Total:	361.50				
MW OH	AT & T V008736	JULY POWELL BLDG INTERNET	109595-6215 Telephone	AP081619	39.33	JULY 2019		00101879	07/16/2019
MW OH	AT & T V008736	JULY CITY HALL HVAC INTERNET	109595-6215 Telephone	AP081619	23.34	JULY HVAC 19		00101879	07/16/2019
MW OH	AT & T	JULY TEEN CENTER INTERNET	109595-6215	AP081619	12.24	JULY T/C 19		00101879	07/16/2019

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	V008736		Telephone						
				Check Total:	74.91				
MW OH	ATMOSPHERE EVENTS V011012	7/18 CONCERT SOUND SVS	104074-6265 Entertainment Services	AP081619	1,199.55	INV-00244		00101880	07/16/2019
				Check Total:	1,199.55				
MW OH	CALBO V000200	CALBO TRAINING REG - BURNETT	102532-6250 Staff Training	AP081619	645.00	12425		00101881	07/16/2019
				Check Total:	645.00				
MW OH	CALIFORNIA DENTAL V008102	AUG DENTAL INSURANCE PREMIUM	B95000-4720 ISF Dental Ins Reimbursement	AP081619	547.74	JUNE 2019		00101882	07/16/2019
MW OH	CALIFORNIA DENTAL V008102	AUG DENTAL INSURANCE PREMIUM	B95083-5162 Dental Insurance Premiums	AP081619	131.08	JUNE 2019		00101882	07/16/2019
				Check Total:	678.82				
MW OH	CCP INDUSTRIES INC V010526	PW SUPPLIES	103654-6301 Special Department Supplies	AP081619	234.20	IN02347036		00101883	07/16/2019
MW OH	CCP INDUSTRIES INC V010526	PW SUPPLIES	103654-6301 Special Department Supplies	AP081619	212.66	IN02347670		00101883	07/16/2019
MW OH	CCP INDUSTRIES INC V010526	SAFETY GLASSES	103652-6301 Special Department Supplies	AP081619	176.18	IN02348122		00101883	07/16/2019
				Check Total:	623.04				
MW OH	CITY OF YORBA LINDA V011230	BUENA VISTA AVE PAVEMENT	101007-6185 Construction Services	AP081619	36,870.00	17/18-110		00101884	07/16/2019
				Check Total:	36,870.00				
MW OH	D & D SERVICES INC. V007321	JULY-AUG ANIMAL DISPOSAL SVS	103652-6301 Special Department Supplies	AP081619	735.00	92545		00101885	07/16/2019
				Check Total:	735.00				
MW OH	DOOLEY ENTERPRISES INC. V000347	AMMO FOR PAT'S	103043-6162 Range Training	AP081619	61.43	23109		00101886	07/16/2019
				Check Total:	61.43				

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MW OH	EDHS QUARTERBACK CLUB V003246	HERITAGE ADVERTISING	104071-6301 Special Department Supplies	AP081619	350.00	06062019		00101887	07/16/2019
					Check Total:	350.00			
MW OH	FIDELITY SECURITY LIFE V008132	JULY VISION INSURANCE PREMIUM	395000-4740 ISF Employee Optical Costs	AP081619	1,664.90	163945185		00101888	07/16/2019
MW OH	FIDELITY SECURITY LIFE V008132	JULY VISION INSURANCE PREMIUM	395083-5164 Optical Insurance Premiums	AP081619	1,187.82	163945185		00101888	07/16/2019
					Check Total:	2,852.72			
MW OH	GOOD TIMES TRAVEL INC V010819	7/4 EXCURSION PMT	100000-4385 Facility Rental	AP081619	1,560.00	CP070419		00101889	07/16/2019
					Check Total:	1,560.00			
MW OH	KAZI, AYESHA V011232	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	AP081619	65.00	2002577.002		00101890	07/16/2019
					Check Total:	65.00			
MW OH	KNOTT'S BERRY FARM V000556	8/14 P.A.R.K.S EXCURSION	104071-6270 Excursions	AP081619	1,950.00	070919		00101891	07/16/2019
					Check Total:	1,950.00			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP081619	77.25	63517		00101892	07/16/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP081619	7.10	63526		00101892	07/16/2019
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP081619	229.88	63557		00101892	07/16/2019
					Check Total:	314.23			
MW OH	ORANGE COUNTY V001969	FY 19/20 OCTAP FUNDING	103550-6257 Licenses & Permits	AP081619	3,724.48	AR140736		00101893	07/16/2019
					Check Total:	3,724.48			
MW OH	PATEL, KIRTH V011231	CLASS REFUND	100000-4385 Facility Rental	AP081619	110.00	2002578.002		00101894	07/16/2019

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				Check Total:	110.00				
MW OH	PERRIN, PAUL L V010648	JULY PRE-EMPLOYMENT EXAMS	103040-6099 Professional Services	AP081619	450.00	19-16		00101895	07/16/2019
				Check Total:	450.00				
MW OH	POWERSTRIDE BATTERY COBATTERIES V000785		103658-6134 Vehicle Repair & Maintenance	AP081619	104.86	C 66634		00101896	07/16/2019
				Check Total:	104.86				
MW OH	PRINCIPAL LIFE V008141	JULY DENTAL INSURANCE PREMIUM	95000-4720 ISF Dental Ins Reimbursement	AP081619	940.50	JULY 2019		00101897	07/16/2019
MW OH	PRINCIPAL LIFE V008141	JULY DENTAL INSURANCE PREMIUM	95083-5162 Dental Insurance Premiums	AP081619	861.30	JULY 2019		00101897	07/16/2019
				Check Total:	1,801.80				
MW OH	RAMIREZ, CAROLINA V011233	CLASS REFUND	100000-4385 Facility Rental	AP081619	110.00	2002561.002		00101898	07/16/2019
				Check Total:	110.00				
MW OH	REZKALLA, SUZANNE V010923	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	AP081619	70.00	2002557.002		00101899	07/16/2019
				Check Total:	70.00				
MW OH	SCSBOA V009538	MEMBERSHIP - NIXON	104078-6301 Special Department Supplies	AP081619	100.00	07112019		00101900	07/16/2019
				Check Total:	100.00				
MW OH	SITEONE LANDSCAPE V011004	PLANTS	103655-6301 Special Department Supplies	AP081619	92.12	92676051-001		00101901	07/16/2019
MW OH	SITEONE LANDSCAPE V011004	PLANTS	103655-6301 Special Department Supplies	AP081619	218.19	92676328-001		00101901	07/16/2019
MW OH	SITEONE LANDSCAPE V011004	TREE STAKE POLES	103655-6301 Special Department Supplies	AP081619	614.18	92726652-001		00101901	07/16/2019
				Check Total:	924.49				
MW OH	SWANK MOTION PICTURES	7/12-26 MOVIE LICENSING FEE	104071-6299 / 79397-6299	AP081619	1,878.00	RG 2699694		00101902	07/16/2019

**City of Placentia
Check Register
For 07/16/2019**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004927		Other Purchased Services						
				Check Total:	1,878.00				
MW OH	UNDERGROUND SERVICE V010637	JULY REGULATORY FEE	484356-6301 Special Department Supplies	AP081619	57.07	18DSBFEE3435		00101903	07/16/2019
MW OH	UNDERGROUND SERVICE V010637	JULY DIG ALERT MAINT FEE	484356-6301 Special Department Supplies	AP081619	84.25	620190527		00101903	07/16/2019
				Check Total:	141.32				
MW OH	ZAMBRANO, ALEXANDER V010564	JULY DJ TRAINING SVS	104071-6299 Other Purchased Services	AP081619	360.00	07082019		00101904	07/16/2019
				Check Total:	360.00				
				Type Total:	690,729.42				
				Check Total:	690,729.42				

City of Placentia
Electronic Disbursement Register

For 07/23/2019

FY 19/20

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 370,539.57

EDR Totals by ID

AP	0.00
EP	370,539.57
IP	0.00
OP	0.00

Fund Name	EDR Totals by Fund
101-General Fund (0010)	251,318.31
208-Sccssr Agncy Ret Oblg (0054)	2,097.30
224-Asset Seiz 15% Training (0073)	7.02
227-Explorer Grant NOC (0076)	463.41
228-NOC-Public Safety Grant(0061)	4,174.72
229-Comm Trans Hous Grant (0062)	7,965.96
265-Landscape Maintenance (0029)	1,728.45
275-Sewer Maintenance (0048)	9,207.28
280-Misc Grants Fund (0050)	350.62
501-Refuse Administration (0037)	2,179.47
601-Employee Health & Wlfre (0039)	91,047.03

Void Total: 0.00

EDR Total: 370,539.57

Electronic Disbursement Sub Totals: 370,539.57

ACH Payroll Direct Deposit for 07/05/19: 391,243.86

Electronic Disbursement Total: 761,783.43

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

City of Placentia
Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0029-2170 Deferred Comp Payable - ICMA	PY19014	109.76	2995/1901014		00012097	07/09/2019
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0037-2170 Deferred Comp Payable - ICMA	PY19014	97.75	2995/1901014		00012097	07/09/2019
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0048-2170 Deferred Comp Payable - ICMA	PY19014	714.24	2995/1901014		00012097	07/09/2019
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0050-2170 Deferred Comp Payable - ICMA	PY19014	16.07	2995/1901014		00012097	07/09/2019
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0010-2170 Deferred Comp Payable - ICMA	PY19014	12,834.98	2995/1901014		00012097	07/09/2019
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0054-2170 Deferred Comp Payable - ICMA	PY19014	96.19	2995/1901014		00012097	07/09/2019
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0076-2170 Deferred Comp Payable - ICMA	PY19014	51.52	2995/1901014		00012097	07/09/2019
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0061-2170 Deferred Comp Payable - ICMA	PY19014	500.00	2995/1901014		00012097	07/09/2019
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0062-2170 Deferred Comp Payable - ICMA	PY19014	351.86	2995/1901014		00012097	07/09/2019
EP	ICMA RETIREMENT TRUST V000496	PE 06/29/19 PD 07/05/19	0073-2170 Deferred Comp Payable - ICMA	PY19014	0.16	2995/1901014		00012097	07/09/2019
Check Total:					14,772.53				
EP	PLACENTIA POLICE V000839	PE 06/29/19 PD 07/05/19	0010-2180 Police Mgmt Assn Dues	PY19014	868.83	2625/1901014		00012098	07/09/2019
Check Total:					868.83				
EP	AMERICAN FIDELITY V010011	FSA P/E 6/29 PD 7/5	0010-2190 Dependent Care SSA	ACH070919	68.75	070519		00012099	07/09/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 6/29 PD 7/5	0029-2188 Health Care SSA	ACH070919	9.59	070519		00012099	07/09/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 6/29 PD 7/5	0010-2188 Health Care SSA	ACH070919	301.04	070519		00012099	07/09/2019

City of Placentia
Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	AMERICAN FIDELITY V010011	FSA P/E 6/29 PD 7/5	0037-2188 Health Care SSA	ACH070919	16.83	070519		00012099	07/09/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 6/29 PD 7/5	0054-2188 Health Care SSA	ACH070919	32.50	070519		00012099	07/09/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 6/29 PD 7/5	0037-2190 Dependent Care SSA	ACH070919	18.75	070519		00012099	07/09/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 6/29 PD 7/5	0048-2188 Health Care SSA	ACH070919	15.01	070519		00012099	07/09/2019
EP	AMERICAN FIDELITY V010011	FSA P/E 6/29 PD 7/5	0048-2190 Dependent Care SSA	ACH070919	37.50	070519		00012099	07/09/2019
Check Total:					499.97				
EP	EMPLOYMENT V010052	STATE TAX P/E 6/29 PD 7/5	0029-2135 Calif Income Tax W/H	ACH070919	105.45	070519		00012100	07/09/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/29 PD 7/5	0037-2135 Calif Income Tax W/H	ACH070919	214.75	070519		00012100	07/09/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/29 PD 7/5	0048-2135 Calif Income Tax W/H	ACH070919	606.01	070519		00012100	07/09/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/29 PD 7/5	0010-2135 Calif Income Tax W/H	ACH070919	21,967.69	070519		00012100	07/09/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/29 PD 7/5	0050-2135 Calif Income Tax W/H	ACH070919	22.15	070519		00012100	07/09/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/29 PD 7/5	0076-2135 Calif Income Tax W/H	ACH070919	88.66	070519		00012100	07/09/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/29 PD 7/5	0054-2135 Calif Income Tax W/H	ACH070919	254.86	070519		00012100	07/09/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/29 PD 7/5	0061-2135 Calif Income Tax W/H	ACH070919	125.96	070519		00012100	07/09/2019
EP	EMPLOYMENT V010052	STATE TAX P/E 6/29 PD 7/5	0062-2135 Calif Income Tax W/H	ACH070919	652.84	070519		00012100	07/09/2019
EP	EMPLOYMENT	STATE TAX P/E 6/29 PD 7/5	0073-2135	ACH070919	0.98	070519		00012100	07/09/2019

City of Placentia
Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H						
				Check Total:	24,039.35				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0010-2115 Employee Medicare W/H	ACH070919	7,416.39	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0010-2120 Employer Medicare Payable	ACH070919	7,416.39	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0010-2125 Employee Social Sec W/H	ACH070919	69.58	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0010-2130 Employer Soc Sec Payable	ACH070919	69.58	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0029-2110 Federal Income Tax W/H	ACH070919	291.18	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0029-2115 Employee Medicare W/H	ACH070919	47.50	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0029-2120 Employer Medicare Payable	ACH070919	47.50	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0037-2110 Federal Income Tax W/H	ACH070919	540.40	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0037-2115 Employee Medicare W/H	ACH070919	65.00	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0037-2120 Employer Medicare Payable	ACH070919	65.00	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0048-2110 Federal Income Tax W/H	ACH070919	1,524.88	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0048-2115 Employee Medicare W/H	ACH070919	229.86	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0048-2120 Employer Medicare Payable	ACH070919	229.86	070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0050-2110 Federal Income Tax W/H	ACH070919	191.53	070519		00012101	07/09/2019

City of Placentia
Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0050-2115 Employee Medicare W/H	ACH070919	51.49 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0050-2120 Employer Medicare Payable	ACH070919	51.49 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0054-2110 Federal Income Tax W/H	ACH070919	611.56 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0054-2115 Employee Medicare W/H	ACH070919	67.66 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0010-2110 Federal Income Tax W/H	ACH070919	63,147.27 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0054-2120 Employer Medicare Payable	ACH070919	67.66 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0076-2120 Employer Medicare Payable	ACH070919	19.74 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0061-2110 Federal Income Tax W/H	ACH070919	298.79 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0061-2115 Employee Medicare W/H	ACH070919	65.18 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0061-2120 Employer Medicare Payable	ACH070919	65.18 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0062-2110 Federal Income Tax W/H	ACH070919	1,748.97 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0062-2115 Employee Medicare W/H	ACH070919	263.28 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0062-2120 Employer Medicare Payable	ACH070919	263.28 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0073-2110 Federal Income Tax W/H	ACH070919	2.43 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0073-2115 Employee Medicare W/H	ACH070919	0.20 070519		00012101	07/09/2019

City of Placentia
Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0073-2120 Employer Medicare Payable	ACH070919	0.20 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0076-2110 Federal Income Tax W/H	ACH070919	204.87 070519		00012101	07/09/2019
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/29 PD 7/5	0076-2115 Employee Medicare W/H	ACH070919	19.74 070519		00012101	07/09/2019
Check Total:					85,153.64			
EP	CALIFORNIA PUBLIC V006234	JULY MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH071019	139,020.79 10000015698499		00012102	07/10/2019
EP	CALIFORNIA PUBLIC V006234	JULY MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	ACH071019	15,174.15 10000015698499		00012102	07/10/2019
Check Total:					154,194.94			
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0010-2150 Survivor Benefit Package	ACH071019	98.44 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0010-2195 PERS Uniform	ACH071019	18.26 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0029-2140 Employee PERS W/H	ACH071019	1,006.36 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0029-2150 Survivor Benefit Package	ACH071019	1.05 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0029-2195 PERS Uniform	ACH071019	0.30 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0037-2140 Employee PERS W/H	ACH071019	1,062.22 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0037-2150 Survivor Benefit Package	ACH071019	1.02 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0048-2140 Employee PERS W/H	ACH071019	5,129.93 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0048-2150 Survivor Benefit Package	ACH071019	4.58 062119		00012103	07/10/2019

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Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0048-2195 PERS Uniform	ACH071019	1.17 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0050-2140 Employee PERS W/H	ACH071019	1.82 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0054-2140 Employee PERS W/H	ACH071019	869.98 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0054-2150 Survivor Benefit Package	ACH071019	0.70 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0061-2140 Employee PERS W/H	ACH071019	2,617.16 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0061-2150 Survivor Benefit Package	ACH071019	1.90 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0010-2140 Employee PERS W/H	ACH071019	123,695.53 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0061-2195 PERS Uniform	ACH071019	0.55 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	395083-5145 Retirement PERS	ACH071019	-63,147.91 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0062-2140 Employee PERS W/H	ACH071019	4,329.50 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0062-2150 Survivor Benefit Package	ACH071019	3.85 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0062-2195 PERS Uniform	ACH071019	0.52 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0073-2140 Employee PERS W/H	ACH071019	2.89 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0076-2140 Employee PERS W/H	ACH071019	27.30 062119		00012103	07/10/2019
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/15 PD 6/21	0076-2150 Survivor Benefit Package	ACH071019	0.06 062119		00012103	07/10/2019

City of Placentia
Electronic Disbursement Register
For 07/16/2019

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
					Check Total:	75,727.18			
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0029-2170 Deferred Comp Payable - ICMA	ACH071019	109.76	070519		00012104	07/10/2019
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0037-2170 Deferred Comp Payable - ICMA	ACH071019	97.75	070519		00012104	07/10/2019
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0048-2170 Deferred Comp Payable - ICMA	ACH071019	714.24	070519		00012104	07/10/2019
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0050-2170 Deferred Comp Payable - ICMA	ACH071019	16.07	070519		00012104	07/10/2019
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0010-2170 Deferred Comp Payable - ICMA	ACH071019	12,834.98	070519		00012104	07/10/2019
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0054-2170 Deferred Comp Payable - ICMA	ACH071019	96.19	070519		00012104	07/10/2019
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0076-2170 Deferred Comp Payable - ICMA	ACH071019	51.52	070519		00012104	07/10/2019
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0061-2170 Deferred Comp Payable - ICMA	ACH071019	500.00	070519		00012104	07/10/2019
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0062-2170 Deferred Comp Payable - ICMA	ACH071019	351.86	070519		00012104	07/10/2019
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 6/29 PD 7/5	0073-2170 Deferred Comp Payable - ICMA	ACH071019	0.16	070519		00012104	07/10/2019
					Check Total:	14,772.53			
EP	INTERNAL REVENUE V010054	FORM 941 ADJ/FED DEPOSIT FEE	102020-6296 Admin Service Fee	ACH071019	510.60	070919		00012105	07/10/2019
					Check Total:	510.60			
					Type Total:	370,539.57			
					Check Total:	370,539.57			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 23, 2019

SUBJECT: **ACCEPTANCE OF RESIGNATIONS FROM THE RECREATION AND PARKS COMMISSION**

FISCAL
IMPACT: NONE

SUMMARY:

The City has received letters of resignation from Recreation and Parks Commissioners Todd Emrick and Michael Dougherty. This action accepts the above indicated resignations and extends the City's sincere appreciation for their service to the community.

RECOMMENDATION:

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

1. Accept the resignations of Todd Emrick and Michael Dougherty from the Recreation and Parks Commission; and
2. Update the City's master Commission/Committee vacancy list to include the vacancies on the Recreation and Parks Commission.

DISCUSSION:

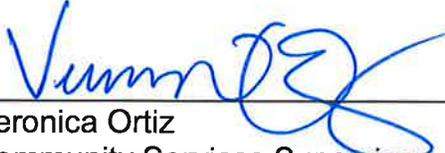
Mr. Emrick has served on the Recreation and Parks Commission ("Commission:") since April 15, 2008. He has volunteered his time to the community and has been the Chairperson of the Commission throughout the past several years. At the June 10, 2019 regular meeting of the Commission, Mr. Emrick verbally indicated his desire to resign from the Commission. Pursuant to his emailed letter dated June 18, 2019 (Attachment 1), Mr. Emrick has resigned from his duties effective immediately.

Mr. Dougherty has served on the Commission since October 5, 1999. He has volunteered his time to the community and has been the Chairperson of the Commission throughout the past several years. Pursuant to his letter dated July 11, 2019 (Attachment 2), Mr. Dougherty has resigned from his duties effective immediately.

1. c.
July 23, 2019

Appointments to these vacancies are anticipated to be made as part of the City's Commission/Committee application/recruitment process.

Prepared by:



Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resignation letter from Todd Emrick
2. Resignation letter from Michael Dougherty

Placentia City Council members,

This will serve as my official resignation from the Recreation and Parks commission. I have served the city for the past 7 years as a commissioner, but can no longer be affiliated with a city Administration that hides and spins information to support "their" cause from the residents of the City of Placentia. We as citizens deserve better. The current fire service issue is the final straw for me.

Thinking back over the 7 years as a commissioner, we rarely had a member of council or city administrator stop by our meeting and visit. It makes me wonder if they even read our minutes. Earlier this year we lost Mary Grainger, a wonderful lady, great citizen and Recreation and Parks commissioner. Since her passing there has been a monthly commission agenda item about having a bench placed in a park in her honor. Yet we still never had a member of the council or city administration come to our meeting and offer condolences.

The Community Service department should be applauded for what they have accomplished with the underfunding and lack of staff. I have enjoyed my time on the Commission and made many new friends, but with the way this Administration is going, I can no longer be affiliated with this city.

Respectfully Submitted,

Todd Emrick

1725 Santee River

July 11, 2019

PLACENTIA
RECREATION
& PARKS
COMMISSION

TO: The Placentia City Council

FROM: Michael J. Dougherty 

SUBJECT: Placentia Recreation & Parks Commission

I was appointed to the Placentia Recreation & Parks Commission about 20 years ago. At that time there were several senior Commissioners who had excellent rapport with staff. Together we worked to identify, prioritize the most important issues and find solutions. Even when resources were scarce we continued to work together.

The last couple of years things changed. Issues that need to be addressed are not brought to Commission for input before the fact. The staff/admin/contractor briefs us after the fact. Often our initial information source is a local newspaper or an online social media blog.

In this scenario the Commission is precluded from participating in the analysis and planning processes. The Commission is put in a reactionary mode "after the train has left the station." Its participation is minimized from planning and development to rubber-stamping. The Commission has little or no advisory or recommendation role.

I want to make it clear; my issue is with the lack of collaboration between the current staff/admin and the Commission. The staff is very capable and extremely hard-working.

In the current mode of operation, I don't believe I have anything to offer to the Commission. Therefore, effective immediately, I am resigning as a Placentia Recreation & Parks Commissioner.

I would like to thank the City Council members who gave me the opportunity to serve the people of Placentia.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 23, 2019

SUBJECT: **REDUCTION OF THE RECREATION AND PARKS COMMISSION MEMBERSHIP FROM NINE (9) TO SEVEN (7) MEMBERS**

FISCAL IMPACT: NONE

SUMMARY:

On February 21, 2017, City Council made appointments to various Commissions and Committees. Due to the high level of interest in the Recreation and Parks Commission (Commission), City Council directed Staff to prepare a resolution to increase the Commission membership from seven (7) to nine (9) members. On March 21, 2017, City Council approved the expansion of the Recreation and Parks Commission from seven (7) members to nine (9). Due to the recent resignations of various members, the Commission wishes to reduce the number of members from nine (9) to seven (7) in order to continue to effectively conduct City business.

RECOMMENDATION:

It is recommended that City Council take the following action:

Adopt Resolution R-2019-XX, A Resolution of the City Council of the City of Placentia, California establishing the number of Recreation and Parks Commissioners at seven (7) members.

DISCUSSION:

All Committees and Commissions were created by resolution of the City Council which established the membership number, time, date, and location of meetings. Historically, each time a Commission or Committee wishes to change the number of members, a resolution must be presented to the City Council for consideration. On March 21, 2017 the City Council approved the expansion of the Recreation and Parks Commission from seven (7) to nine (9) members.

At the June 10, 2019 regular Commission meeting, the Recreation and Parks Commission expressed desire to return membership back to seven (7). Due to the recent member resignations, the Commission has experienced difficulty meeting the required quorum due to the current membership requirement. In order to continue effectively conducting business, the Commission

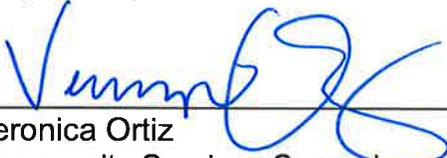
1. d.
July 23, 2019

wishes to return membership to seven (7). To better diversify the Commission and to better serve the Placentia community, the Commission recommends the membership to include the following:

- Five (5) Voting members
- One (1) Teen representative
- One (1) Placentia Yorba Linda Unified School District (PYLUSD) representative

The Recreation and Parks Commission works in collaboration with the Community Services Department and several organizations within the City of Placentia. The addition of the teen representative and PYLUSD representative will further enhance the working relationship with these organizations and will benefit the Placentia community.

Prepared by:



Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution R-2019-XX

RESOLUTION NO. R-2019-38

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA ESTABLISHING THE NUMBER
OF RECREATION AND PARKS COMMISSIONERS AT
SEVEN (7) MEMBERS**

A. Recitals.

(i) Placentia Municipal Code 2.16.010 provides that the City Council, by resolution, shall establish the number of commissioners to serve on the Recreation and Parks Commission.

(ii) The City Council deems it appropriate to reduce the number of commissioners from nine (9) to seven (7).

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

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., above.
2. In accordance with the provisions of Placentia Municipal Code § 2.16.010, the number of commissioners on the Recreation and Parks Commission hereby is fixed at seven (7).

APPROVED and ADOPTED this 23rd day of July 2019.

Rhonda Shader, Mayor

ATTEST:

Robert McKinnell, City Clerk

I, Robert 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 23rd day of July 2019 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

ROBERT 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: JULY 23, 2019

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. O-2019-05, ADOPTING NEGATIVE DECLARATION (ND) NO. 2019-02 AND APPROVING ZONING CODE AMENDMENT (ZCA) NO. 2019-01 AND SPECIFIC PLAN AMENDMENT (SPA) NO. 2018-01, RESULTING IN AN AMENDMENT TO THE PLACENTIA MUNICIPAL CODE AND AN AMENDMENT TO SPECIFIC PLAN 5 (SP-5) WHICH WOULD AMEND PLACENTIA MUNICIPAL CODE CHAPTER 23.105 ENTITLED "SPECIFIC PLAN 5" (SP-5) TO ADD HOSPITALITY USES AND OTHER COMMERCIAL USES TO THE PERMITTED USES FOR ALL PARCELS (INCLUDING PARCELS 9 AND 11) AND TO MODIFY THE MAXIMUM ALLOWABLE HEIGHT TO BE SEVENTY-FIVE (75) FEET WITHIN THE SPECIFIC PLAN AREA WHICH CONSISTS OF 11 PARCELS ON APPROXIMATELY 19.13 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF ORANGETHORPE AVENUE AND PLACENTIA AVENUE, AND EXTENDING NORTHBOUND ALONG PLACENTIA AVENUE ONTO KIMBERLY AVENUE (BRIAN CHUCHUA)

FISCAL
IMPACT: NONE

SUMMARY:

This ordinance would amend the Placentia Municipal Code (PMC) Chapter 23.105 entitled "Specific Plan 5" (SP-5) to add hospitality uses to the permitted uses for all parcels (including Parcels 9 and 11) and to modify the maximum allowable height to be seventy-five (75) feet within the Specific Plan under Zoning Code Amendment (ZCA) 2019-01. The project would also have a corresponding SPA 2018-01 for SP-5 to amend the permitted uses within the Specific Plan to add the hospitality uses and other commercial uses as permitted uses on all parcels and to modify the maximum height permitted within the Specific Plan from fifty (50) to seventy-five (75) feet. On July 9, 2019, the City Council held a public hearing in which public comments were received and the City Council approved the first reading of the ordinance. The recommended action would approve the second reading and adoption of the ordinance, to take effect on August 23, 2019, and would also make findings to adopt Negative Declaration (ND) No. 2019-02 pursuant to the provisions of the California Environmental Quality Act (CEQA).

**1. e.
July 23, 2019**

RECOMMENDATION:

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

Waive full reading, by title only, and adopt Ordinance O-2019-05, An Ordinance of the City Council of the City of Placentia, California adopting Negative Declaration (ND) No. 2019-02 for the proposed project and approving Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01 resulting in an amendment to Chapter 23.105 entitled "Specific Plan 5" to amend the permitted uses and maximum allowable height permitted within Specific Plan 5.

BACKGROUND:

On June 11, 2019, the Planning Commission conducted a public hearing and recommended adoption of ND No. 2019-02 and recommended approval of ZCA No. 2019-01 and SPA No. 2018-01 to the City Council. On July 9, 2019, the City Council held a public hearing in which public comments were solicited, and the City Council approved the first reading of the ordinance.

SP-5 was approved by the City of Placentia ("City") in 1986 and consists of 11 parcels on approximately 19.13 acres, generally located at the northeast corner of Orangethorpe Avenue and Placentia Avenue, and extending northbound along Placentia Avenue onto Kimberly Avenue. SP-5 was adopted by the City to provide a "site for retailers and businesses, which through the characteristics of their respective services offered, cater to the entire community." The Specific Plan has been amended several times, including in 1988, 1990, 1995 and 1997. Mr. Brian Chuchua owns 777 W. Orangethorpe Avenue, which was the home of Premier Chrysler Jeep of Placentia from 1986 to 2018. This property, also known as Parcel 9 of SP-5, is a key revenue producing commercial property in the City that is currently sitting vacant.

DISCUSSION:

The proposed project would amend SP-5 and the underlying land use designation of the project site to add hospitality uses and other commercial uses to the permitted uses for all parcels (including Parcels 9 and 11) and to modify the maximum allowable height to be seventy-five (75) feet within the Specific Plan under ZCA 2019-01. The project would also have a corresponding SPA 2018-01 for SP-5 to amend the permitted uses within the Specific Plan to add the hospitality uses and other commercial uses as permitted uses on all parcels and to modify the maximum height permitted within the Specific Plan from fifty (50) to seventy-five (75) feet.

Applicable Code Sections – Placentia Municipal Code

The subject property is currently zoned SP-5 with an underlying land use designation of "Specific Plan." The permitted and conditionally permitted uses within SP-5 focus on hospitality, office, research and development, retail, and restaurant uses. The Specific Plan designation provides a greater flexibility of uses that is not generally featured in zones such as the C-2 (Community Commercial) and M (Manufacturing) zones. Specific Plans are generally structured to attract certain specific uses and to provide Staff greater flexibility in features of the development which

do not fully comply with the development standards, thereby requiring a ZCA to amend SP-5 pursuant to Section 23.96.010 of the PMC. Although the proposed action will alter the uses permitted within SP-5, pursuant to PMC Section 23.75.010(a), construction of all new buildings shall require a Development Plan Review to be reviewed and approved at a noticed public hearing before the Planning Commission, and a Use Permit is required prior to approval of conditionally permitted uses.

CEQA:

An initial study has been prepared by PGN, a professional environmental firm. This document evaluated all California Environmental Quality Act (CEQA) issues contained in the latest Initial Study (IS) Checklist form. The evaluation determined that the project could not have a significant impact on the environment, and a ND will be prepared. Based on the findings in the IS, the City proposes to adopt ND No. 2019-02 for the ZCA and SPA. A Notice of Intent to Adopt a Negative Declaration (NOI) was issued for this project by the City. The IS and NOI has been circulated for a 20-day public comment period and no comments were received during the comment period. On June 11, 2019, the Planning Commission recommended adoption of ND No. 2019-02. The final IS/ND package regarding this project is attached.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance No. O-2019-05-Ordinance adopting Negative Declaration (ND) No. 2019-02 and approving Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01
Exhibit A: Amendment to City of PMC Chapter 23.105 and Amendment to SP-5
Exhibit B: Project Area
2. Initial Study and Draft Negative Declaration No. 2019-02

ORDINANCE NO. O-2019-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADOPTING A NEGATIVE DECLARATION (ND) NO. 2019-02 FOR THE PROPOSED PROJECT AND APPROVING ZONING CODE AMENDMENT (ZCA) NO. 2019-01 AND SPECIFIC PLAN AMENDMENT (SPA) NO. 2018-01 RESULTING IN AN AMENDMENT TO CHAPTER 23.105 ENTITLED "SPECIFIC PLAN 5" TO AMEND THE PERMITTED USES AND MAXIMUM ALLOWABLE HEIGHT PERMITTED WITHIN SPECIFIC PLAN 5

City Attorney Summary

This Ordinance (Ordinance No. O-2019-05) would amend Chapter 23.105 to the City of Placentia Municipal Code modifying the permitted uses for Parcel 9 and 11 of Specific Plan 5 and increasing the maximum height within the Specific Plan 5 area from fifty feet to seventy-five feet, which is bordered by Placentia Avenue, Orangethorpe Avenue and the 57 Freeway. Additionally, amending Chapter 23.105 results in an amendment to Specific Plan 5 of the City of Placentia.

A. Recitals.

(i.) Opportunities for revitalization of the project area are afforded through the potential future construction of hospitality uses and related on Parcels 9 and 11 of Specific Plan 5. The purpose of permitted land use modifications and maximum height allowance is to provide for redevelopment of Specific Plan 5 to promote additional hospitality and retail uses within the area. This project area allows for various commercial and retail including, hotel, office, and restaurants. The project area will have further promoted a symbiotic relationship with TOD Packing House District and Old Town Revitalization Plan project areas, thereby ensuring the economic vitality of all districts and contribute to the fiscal stability of the City of Placentia.

(ii.) The City of Placentia wishes to adopt modified permitted uses for Parcels 9 and 11 of Specific Plan 5 and a modified height standard for the project area. Implementation of a Municipal Code amendment and Specific Plan amendment require various City Council approvals including, including amending Chapter 23.105 entitled "Specific Plan 5" to the City of Placentia Municipal Code creating additional permitted uses for Parcel 9 and 11 under Section 23.105.050 and modifying Section 23.1058.070 Height to increase the maximum height of structures from fifty feet to seventy-five feet, and certification of a Negative Declaration to ensure environmental impacts of the ZCA and SPA are mitigated to a level that is less than significant in accordance with the with the California Environmental Quality Act ("CEQA") and the City of Placentia Environmental Guidelines as codified in Title 14 of the California Code of Regulations ("CCR") Section 15000 et. seq., Public Resources Code Section 21000 et. seq.

(iii.) In accordance with CEQA, an Initial Study was prepared to review and consider the environmental impacts of the land use change. Based upon the Initial Study, on or about July 7, 2017, the City of Placentia, as lead agency, published a Notice of Intent to Adopt a Negative Declaration (ND) No. 2019-02 based on preparing an Initial Study finding that the project could not have a significant impact on the environment, and a Negative Declaration has been prepared in accordance with CCR Section 15070.

(iv.) The Initial Study (IS) and ND were made available for twenty (20) days ("public review period") during which time the public could comment on the IS/ND in accordance with CCR Section 15073. After completion of the public review period, no comments were received on the Negative Declaration during the public review period.

(v.) On or about June 11, 2019, the Planning Commission of the City of Placentia held a duly noticed public hearing and recommended to the City Council approval of the modifications to the Municipal Code Chapter 23.105 Specific Plan 5 to add hospitality uses and other permitted uses to the list of permitted uses for Parcels 9 and 11 under Section 23.105.050 and to modify Section 23.105.070 to increase the maximum allowable height from fifty feet to seventy-five feet together with corresponding changes to Specific Plan 5, and adoption of a Negative Declaration for the entire project.

(vi.) The City of Placentia provided notice of the City Council's public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030.

(vii.) All other legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

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

SECTION 2. The Negative Declaration circulated for public review contains all contents as required in CCR Section 15071. The City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. The City Council hereby certifies and adopts Negative Declaration (ND) 2019-02 for the project in compliance with CEQA and the City of Placentia Environmental Guidelines.

SECTION 3. The City Council further approves an amendment to the City of Placentia Municipal Code and to Specific Plan 5 (SP-5) by amending Chapter 23.105

entitled "Specific Plan 5" to add hospitality uses and other related to the permitted uses for Parcels 9 and 11 under Section 23.105.050 and the increase the maximum height of structures within the Specific Plan from fifty to seventy-five feet under Section 23.105.070 as set forth in Exhibit "A".

SECTION 4. The City Council finds, in accordance with the requirements of Section 23.96.040 ("Amendments") of the Placentia Municipal Code, that the proposed amendments to the Municipal Code will not be detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city, and that it will not be injurious to property or improvements within the neighborhood or within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

SECTION 5. If any section, subsection, sentence, clause, or phrase of this ordinance and/or the documents in support of this ordinance is/are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 9, 2019.

PASSED, APPROVED AND ADOPTED this 23rd day of July 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 Ordinance was introduced at a regular meeting of the City Council held on the 9th day of July 2019 and was finally adopted at a regular meeting held on the 23rd day of July 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

Exhibit "A"

Amendment to City of Placentia Municipal Code Chapter 23.105 and Amendment to Specific Plan 5

Title 23 ZONING

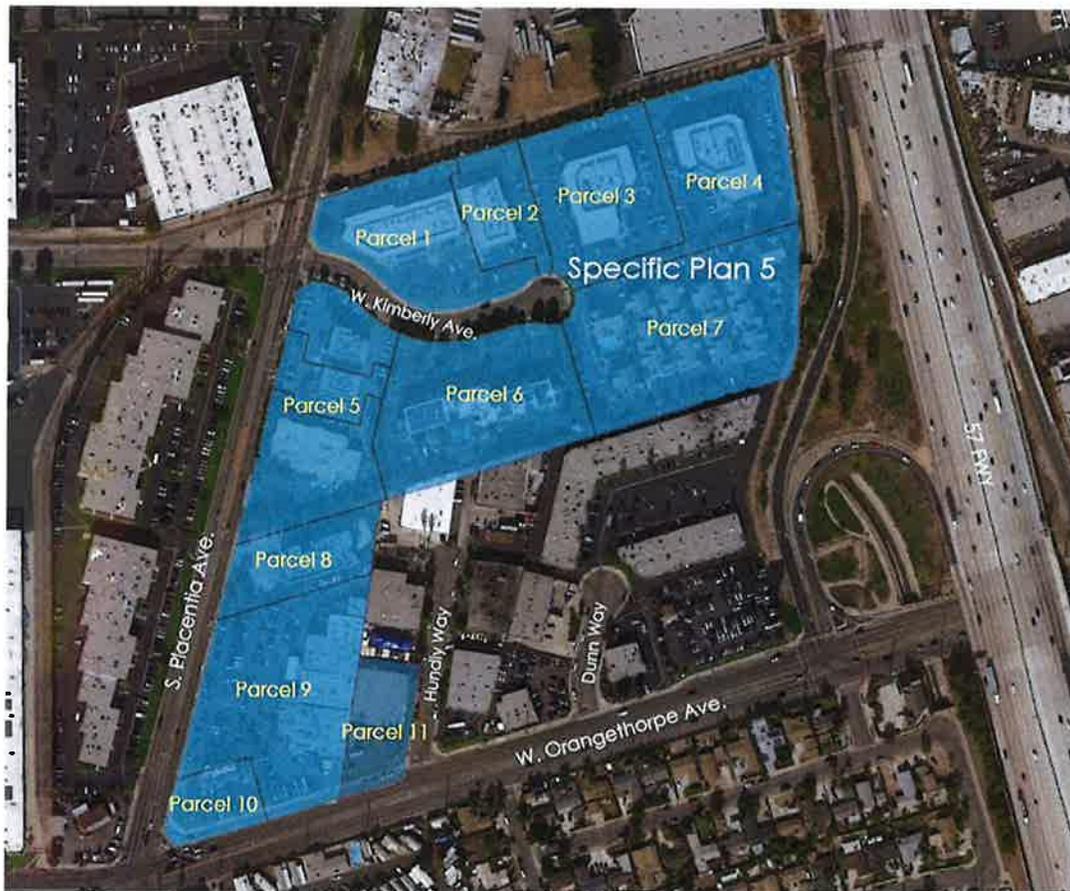
Chapter 23.105 SPECIFIC PLAN 5

Note

* Prior ordinance history: Ordinances 86-O-118, 88-O-118 and 90-O-101.

23.105.010 Location.

This specific plan shall encompass 19.13 +/- net acres at the northeast corner of Placentia Avenue and Orangethorpe Avenue, 727 +/- feet south of Crowther Avenue and lying west of Placentia Storm Drain Channel, represented by the following specific plan area map:



23.105.020 Purpose.

The specific plan is intended to provide a site for retailers and businesses, which through the characteristics of their respective services offered, cater to the entire community. (Ord. 95-O-118, 1995)

23.105.030 Permitted uses for parcels 1, 2, 3, 4, 5, 6, 8 and 10.

All retail, business and office uses are permitted on these parcels as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk, including but not limited to the following examples:

- (1) Apparel stores;
- (2) Appliance stores;
- (3) Educational and training offices;
- (4) Financial institutions;
- (5) Food stores;
- (6) General administrative offices;
- (7) Health clubs;;
- (8) Home improvement centers;
- (9) Hotels with lounges;
- (10) Medical and dental offices and clinics;
- (11) Professional offices;
- (12) Research and development including laboratories;
- (13) Restaurants including drive-through facilities;
- (14) Sales and service operations with or without light assembly and storage;
- (15) Small outdoor seating areas per Section 23.81.165;
- (16) Use conformity determination.

Notwithstanding the provisions of this section, the planning commission of the city of Placentia may, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether a proposed use, not otherwise specified in this section, conforms to the intent and purpose of this chapter with regard to permitted uses and has characteristics similar to those uses listed in this section. The city administrator shall determine the number of plot plans to be submitted together with the application. The planning commission shall make the findings required by Section 23.87.040(1) and (2) in making any such determination. (Ord. O-2010-09 § 5, 2010; Ord. 97-O-107 § 1, 1997; Ord. 95-O-118, 1995)

23.105.040 Permitted uses for parcels 6 and 7.

The primary purpose of parcels 6 and 7 is hotel in nature. All retail, business and office uses listed in Section 23.105.030 shall be permitted. (Ord. 95-O-118, 1995)

23.105.050 Permitted uses for parcels 9 and 11.

The ~~primary~~ purpose of these parcels is to provide a site for motor vehicle dealerships, and for other selected other commercial uses. Hospitality uses listed in Section 23.105.030 shall be permitted. General retail, financial, office, medical, and restaurant uses including drive-through facilities listed in Section 23.105.030 shall be permitted.

23.105.60 Uses subject to obtaining a use permit for all parcels.

- (1) Establishments that sell alcoholic beverages including on- and off-sale;
- (2) Uses similar to those permitted in Section 23.105.030 with special design characteristics which have the potential to adversely affect the health, safety and general welfare of the surrounding neighborhood;
- (3) Large outdoor seating areas per Section 23.81.165. (Ord. 97-O-107 § 2, 1997; Ord. 95-O-118, 1995)

23.105.070 Height.

Maximum allowable building height shall be ~~fifty (50)~~ seventy-five (75) feet. Rooftop amenities and architectural projections, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16 ft. above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 40% of the rooftop floor area.

23.105.080 Lot coverage.

Not more than eighty-five (85) percent of the net lot area shall be devoted to main and accessory building area, parking area or driveways except on those lots containing an auto dealership where one hundred (100) percent coverage shall be permitted. (Ord. 95-O-118, 1995)

23.105.090 Front yard setback.

Minimum front yard setbacks shall be fifteen (15) feet. All of the required yard area shall be landscaped and maintained, except for drive entrances. (Ord. 95-O-118, 1995)

23.105.100 Side yard.

Minimum side yard setback shall be fifteen (15) feet when adjacent to public streets. Side yards adjacent to public streets shall be landscaped and maintained. All other side yards shall be a minimum of three (3) feet. Parking shall be permitted within the side yard setback except in areas designed for landscaping. (Ord. 95-O-118, 1995)

23.105.110 Rear yard.

Minimum rear yard setback shall be fifteen (15) feet. A minimum of five (5) feet shall be landscaped and maintained. (Ord. 95-O-118, 1995)

23.105.120 Distance between buildings.

The minimum distance between buildings shall be twelve (12) feet, except for buildings on parcels 9 and 11. (Ord. 95- O-118, 1995)

23.105.130 Walls and fences.

All fences shall be six (6) feet high chain link with one (1) inch private decorative slatting, color to be compatible with architecture of building. These fences shall occur along the southerly, easterly and northerly exterior property lines on parcels 1 through 7, as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk. (Ord. 95-O-118, 1995)

23.105.140 On-site parking.

Parking shall be provided per Chapter 23.78 for all areas covered by the specific plan, with the following exceptions:

- (1) (A) Parking for parcels 1 and 2 shall be combined to meet requirements.
- (B) Parking for parcels 3 and 4 shall be combined to meet requirements.
- (2) Reciprocal parking shall be provided between parcels 1 and 2 and parcels 3 and 4. (Ord. 95-O-118, 1995)

23.105.150 Signs.

All signs shall be integrated with the design of the development and shall reflect the architecture of the building except those provided for in Section 23.90.160 (temporary advertising devices) and shall not be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic, and shall comply with all local building and electrical codes and their supporting structures shall be enclosed, structurally safe and maintained in good condition.

- (1) (A) Project entry monument signs shall not exceed four (4) feet in height and twenty-four (24) feet in length.
(B) Two project entry signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.
- (2) Interior monument signs shall not exceed four (4) feet in height and ten and one-half (10.5) feet in length.
- (3) (A) Freeway signs shall not exceed twenty (20) feet in height above freeway driving surface.
(B) Freeway signs shall not exceed fifteen (15) feet in width.
(C) Two freeway signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.
- (4) (A) Building tenant directory signs shall not exceed six and one-half (6.5) feet in height and five (5) feet in width.
(B) Seven (7) building tenant directory signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.
- (5) (A) Tenant identification signs shall meet the material and design criteria dictated by the sign specifications for the park.
(B) Each tenant identification sign shall not exceed one and one-half (1.5) square foot per lineal foot of building frontage on which the sign is located.
- (6) (A) Truck door identification signs shall be attached to the building. No portion of any sign may project more than six (6) inches from the face of the building to which it is attached.
(B) Each truck door identification sign shall not exceed four (4) square feet.
- (7) Additional signs shall be permitted subject to the review and approval of the planning commission. (Ord. 95-O- 118, 1995)

**Exhibit "B"
Project Area**



**Notice of Intent to Adopt a Negative Declaration and
Draft Initial Study for Specific Plan-5 –
Zoning Code Amendment 2019-01 (ZCA),
Specific Plan Amendment 2018-01 (SPA), and
Negative Declaration 2019-02
Placentia, County of Orange, California**

The People are the City



Lead Agency/Applicant:
City of Placentia
401 East Chapman Avenue
Placentia, California 92870

Prepared by:
PGN
PO Box 2473
Menifee, CA 92586

Update per Planning Commission Recommendation
June 2019

- This document is designed for double-sided printing -

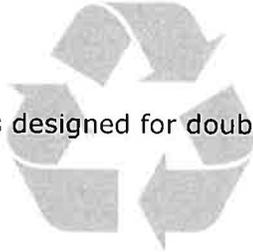


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1 Introduction

The City of Placentia (Lead Agency) initiated applications for a Zoning Code Amendment (ZCA) and Specific Plan Amendment for Specific Plan No. 5. The City is also serving as the project applicant for the amendments to modify the permissible land uses and height standard within the Specific Plan 5 area. The approval of the applications constitute a *project* that is subject to review under the California Environmental Quality Act (CEQA) 1970 (Public Resources Code, Section 21000 et seq.), and the State CEQA Guidelines (California Code of Regulations, Section 15000 et. seq.).

This Initial Study has been prepared to assess the short-term, long-term, and cumulative environmental impacts that could result from the proposed amendment project.

This report has been prepared to comply with Section 15063 of the State CEQA Guidelines, which sets forth the required contents of an Initial Study. These include:

- A description of the project, including the location of the project (See Section 2);
- Identification of the environmental setting (See Section 2.9);
- Identification of environmental effects by use of a checklist, matrix, or other methods, provided that entries on the checklist or other form are briefly explained to indicate that there is some evidence to support the entries (See Section 4);
- Discussion of ways to mitigate significant effects identified, if any (See Section 4);
- Examination of whether the project is compatible with existing zoning, plans, and other applicable land use controls (See Section 4.11); and
- The name(s) of the person(s) who prepared or participated in the preparation of the Initial Study (See Section 5).

1.1 – Purpose of CEQA

The body of state law known as *CEQA* was originally enacted in 1970 and has been amended a number of times since then. The legislative intent of these regulations is established in Section 21000 of the California Public Resources Code, as follows:

The Legislature finds and declares as follows:

- a) The maintenance of a quality environment for the people of this state now and in the future is a matter of statewide concern.
- b) It is necessary to provide a high-quality environment that at all times is healthful and pleasing to the senses and intellect of man.
- c) There is a need to understand the relationship between the maintenance of high-quality ecological systems and the general welfare of the people of the state, including their enjoyment of the natural resources of the state.
- d) The capacity of the environment is limited, and it is the intent of the Legislature that the government of the state take immediate steps to identify any critical thresholds for the health and safety of the people of the state and take all coordinated actions necessary to prevent such thresholds being reached.
- e) Every citizen has a responsibility to contribute to the preservation and enhancement of the environment.
- f) The interrelationship of policies and practices in the management of natural resources and waste disposal requires systematic and concerted efforts by public and private interests to enhance environmental quality and to control environmental pollution.

- g) It is the intent of the Legislature that all agencies of the state government which regulate activities of private individuals, corporations, and public agencies which are found to affect the quality of the environment, shall regulate such activities so that major consideration is given to preventing environmental damage, while providing a decent home and satisfying living environment for every Californian.

The Legislature further finds and declares that it is the policy of the State to:

- a) Develop and maintain a high-quality environment now and in the future, and take all action necessary to protect, rehabilitate, and enhance the environmental quality of the state.
- b) Take all action necessary to provide the people of this state with clean air and water, enjoyment of aesthetic, natural, scenic, and historic environmental qualities, and freedom from excessive noise.
- c) Prevent the elimination of fish or wildlife species due to man's activities, insure that fish and wildlife populations do not drop below self-perpetuating levels, and preserve for future generations representations of all plant and animal communities and examples of the major periods of California history.
- d) Ensure that the long-term protection of the environment, consistent with the provision of a decent home and suitable living environment for every Californian, shall be the guiding criterion in public decisions.
- e) Create and maintain conditions under which man and nature can exist in productive harmony to fulfill the social and economic requirements of present and future generations.
- f) Require governmental agencies at all levels to develop standards and procedures necessary to protect environmental quality.
- g) Require governmental agencies at all levels to consider qualitative factors as well as economic and technical factors and long-term benefits and costs, in addition to short-term benefits and costs and to consider alternatives to proposed actions affecting the environment.

A concise statement of legislative policy, with respect to public agency consideration of projects for some form of approval, is found in Section 21002 of the Public Resources Code, quoted below:

The Legislature finds and declares that it is the policy of the state that public agencies should not approve projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such projects, and that the procedures required by this division are intended to assist public agencies in systematically identifying both the significant effects of proposed projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects. The Legislature further finds and declares that in the event specific economic, social, or other conditions make infeasible such project alternatives or such mitigation measures, individual projects may be approved in spite of one or more significant effects thereof.

1.2 – Public Comments

Comments from all agencies and individuals are invited regarding the information contained in this Initial Study. Such comments should explain any perceived deficiencies in the assessment of impacts, identify the information that is purportedly lacking in the Initial Study or indicate where the information may be found. All comments on the Initial Study are to be submitted to:

Joseph M. Lambert, Director of Development Services
City of Placentia, Development Services Department
401 East Chapman Avenue, Placentia, California 92870
O: 714-99--8234
F: 714-528-4640
jlambert@placentia.org

Following a 20-day period of circulation and review of the Initial Study, all comments will be considered by the City of Placentia prior to adoption.

1.3 – Availability of Materials

All materials related to the preparation of this Initial Study are available for public review. To request an appointment to review these materials, please contact:

Joseph M. Lambert, Director of Development Services
City of Placentia, Development Services Department
401 East Chapman Avenue, Placentia, California 92870
O: 714-99--8234
F: 714-528-4640
jlambert@placentia.org

2 Project Description

2.1 – Project Title

Zoning Code Amendment 2019-01, Specific Plan Amendment 2018-01 and Negative Declaration 2019-02

2.2 – Lead Agency Name and Address

City of Placentia, Development Services Department
401 East Chapman Avenue, Placentia, California 92870

2.3 – Contact Person and Phone Number

Joseph M. Lambert, Director of Development Services
714-993-8234

2.4 – Project Location

Specific Plan 5 project area encompasses 11 parcels on approximately 19.13 acres, at the northeast corner of South Placentia Avenue and West Orangethorpe Avenue within the City of Placentia, County of Orange, California. The latitude and longitude is 33° 51' 44.23" North and 117° 52' 53.97" West. The project site is identified with the following Assessor Parcel Numbers and addresses:

Specific Plan Parcel	Assessor Parcel Number	Addresses
1	339-112-28	600 S. Placentia Avenue 620 S. Placentia Avenue 640 S. Placentia Avenue
2	339-112-29	721 W. Kimberly Avenue 781 W. Kimberly Avenue
3	339-112-30	711 W. Kimberly Avenue
4	339-112-31	701 W. Kimberly Avenue
5	339-112-35 339-112-36 339-112-37	750 S. Placentia Avenue 770 S. Placentia Avenue
6	339-112-25	710 W. Kimberly Avenue
7	339-112-21	700 W. Kimberly Avenue
8	339-112-26	774 S. Placentia Avenue
9	339-112-27	776 S. Placentia Avenue 777 W. Orangethorpe Avenue
10	339-112-09	797 W. Orangethorpe Avenue
11	339-112-17	735 W. Orangethorpe Avenue

2.5 – Project Sponsor's Name and Address

City of Placentia, Development Services Department
401 East Chapman Avenue, Placentia, California 92870

2.6 – General Plan Land Use Designation

The Placentia General Plan Land Use Map designates Parcels 1 through 7 within Specific Plan 5 as SP - Specific Plan, Parcels 8 through 10 as C - Commercial and Parcel 11 as I- Industrial.

2.7 – Zoning

The Placentia Zoning Map classifies all parcels within the Specific Plan area as SP-5.

2.8 – Project Description

The project consists of amending the Placentia Municipal Code Chapter 23.105 entitled "Specific Plan 5" (SP-5) to add a location map to Section 23.105.010, to modify Section 23.105.050 to add hospitality uses to the permitted uses for Parcels 9 and 11 and to modify Section 23.105.070 Height to allow the maximum allowable height to be seventy-five (75) feet within the Specific Plan under Zoning Code Amendment 2019-01. The project would also have a corresponding Specific Plan Amendment 2018-01 for Specific Plan 5 (SP-5) to amend the permitted uses for Parcels 9 and 11 to add the hospitality uses and to modify the maximum height permitted within the Specific Plan from fifty (50) to seventy-five (75) feet.

Proposed Municipal Code Amendments

Staff is proposing to amend the Placentia Municipal Code, Title 13, Zoning, Chapter 23.105 Specific Plan 5, to modify Section 23.105.010 to add a location map, to modify Section 23.105.050 for Parcel 9 and 11 to add hospitality uses and to increase the maximum allowable height within the entire Specific Plan area from fifty to seventy-five feet as show in Section 23.105.070 below.

The new language shown in **bold face type** and the deletion of language as shown with a ~~strikethrough~~. Language has been added to reflect modifications made at Planning Commission.

Title 23 ZONING Chapter 23.105 SPECIFIC PLAN 5

23.105.010 Location.

This specific plan shall encompass 19.13 +/- net acres at the northeast corner of Placentia Avenue and Orangethorpe Avenue, 727 +/- feet south of Crowther Avenue and lying west of Placentia Storm Drain Channel, **represented by the following specific plan area map:**



23.105.030 Permitted uses for parcels 1, 2, 3, 4, 5, 6, 8 and 10.

All retail, business and office uses are permitted on these parcels as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk, including but not limited to the following examples:

- (1) Apparel stores;
- (2) Appliance stores;
- (3) Educational and training offices;
- (4) Financial institutions;
- (5) Food stores;
- (6) General administrative offices;
- (7) Health clubs;
- (8) Home improvement centers;
- (9) Hotels with lounges;
- (10) Medical and dental offices and clinics;
- (11) Professional offices;
- (12) Research and development including laboratories;
- (13) Restaurants including drive-through facilities;
- (14) Sales and service operations with or without light assembly and storage;
- (15) Small outdoor seating areas per Section 23.81.165;
- (16) Use conformity determination.

Notwithstanding the provisions of this section, the planning commission of the city of Placentia may, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether a proposed use, not otherwise specified in this section, conforms to the intent and purpose of this chapter with regard to permitted uses and has characteristics similar to those uses listed in this section. The city administrator shall determine the number of plot plans to be submitted together with the application. The planning commission shall make the findings required by Section 23.87.040(1) and (2) in making any such determination.

23.105.040 Permitted uses for parcels 6 and 7.

The primary purpose of parcels 6 and 7 is hotel in nature. All retail, business and office uses listed in Section 23.105.030 shall be permitted.

23.105.050 Permitted uses for parcels 9 and 11.

The primary purpose of these parcels is to provide a site for motor vehicle dealerships **and for other selected commercial uses. Hospitality uses listed in Section 23.105.030 shall be permitted. General retail, financial, office, medical, and restaurant uses including drive-through facilities listed in Section 23.105.030 shall be permitted.**

23.105.070 Height.

Maximum allowable **building** height shall be ~~fifty (50)~~ **seventy-five (75)** feet. **Rooftop amenities and architectural projections, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16 ft. above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 40% of the rooftop floor area.**

Project Construction

There is no construction or ground disturbance proposed as a result of the proposed amendments.

The following public services are available to the Project:

- Fire Protection Services Orange County Fire Authority
- Police Protection Services Placentia Police Department
- Public Schools Placentia-Yorba Linda Unified School District
- Library Services Placentia Library District
- City Administrative Services City of Placentia

The following utilities/infrastructure systems and services are available to the Project:

- Water/Sewer Golden State Water
- Electricity Southern California Edison
- Natural Gas The Gas Company
- Telephone/Communications Verizon, or other contract services

2.9 – Surrounding Land Uses and Setting

The adjacent General Plan Area Plan(s), Land Use Designation(s), and Zoning(s), if any:

Direction	General Plan Designation	Zoning District	Existing Land Use
Project Site	Parcels 1 to 7: SP - Specific Plan, Parcels 8 to 10: C - Commercial & Parcel 11: I - Industrial	SP-5	Commercial, Office & Hospitality
North	I - Industrial	M - Manufacturing	Industrial
South	I - Industrial, C-Commercial & LDR- Low Density Residential	M- Manufacturing, C-2 – Community Commercial, C-1, Neighborhood Commercial, R-1 (MHP), Single Family Residential (Mobile Home Park), & R-1, Single Family Residential	Commercial, Mobile Home Park & Single Family Residences
East	R-O-W and I - Industrial	R-O-W and M- Manufacturing	State Route 57 & Industrial
West**	Industrial	C-M, M-O & M-P-200	Commercial

** City of Fullerton

2.10 – Required Approvals

The City of Placentia is the only land use authority for this project requiring the following approvals:

- Zoning Code Amendment 2019-01,
- Specific Plan Amendment 2018-01 and
- Negative Declaration 2019-02

2.11 – Other Public Agencies Whose Approval is Required

A summary of the requirements are as follows: None.

2.12 – Tribal Consultation

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

No. See Section 4.18 Tribal Cultural Resources for expanded discussion.

3 Determination

3.1 – Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a 'Potentially Significant Impact' as indicated by the checklist on the following pages.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agriculture & Forestry Resources	<input type="checkbox"/>	Air Quality
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Energy
<input type="checkbox"/>	Geology /Soils	<input type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Hazards & Hazardous Materials
<input type="checkbox"/>	Hydrology/Water Quality	<input type="checkbox"/>	Land Use / Planning	<input type="checkbox"/>	Mineral Resources
<input type="checkbox"/>	Noise	<input type="checkbox"/>	Population / Housing	<input type="checkbox"/>	Public Services
<input type="checkbox"/>	Recreation	<input type="checkbox"/>	Transportation	<input type="checkbox"/>	Tribal Cultural Resources
<input type="checkbox"/>	Utilities/Service Systems	<input type="checkbox"/>	Wildfire	<input type="checkbox"/>	Mandatory Findings of Significance

3.2 – Determination

<input checked="" type="checkbox"/>	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
<input type="checkbox"/>	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	I find that the proposed project MAY have a 'potentially significant impact' or 'potentially significant unless mitigated' impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
<input type="checkbox"/>	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION , including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Name: Joseph M. Lambert, Director of Development Services

Date

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

4 Evaluation of Environmental Impacts

4.1 – Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?			<input checked="" type="checkbox"/>	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?			<input checked="" type="checkbox"/>	
c) Conflict with applicable zoning and other regulations governing scenic quality?			<input checked="" type="checkbox"/>	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			<input checked="" type="checkbox"/>	

Sources

Information used to prepare the Aesthetics section is from the following sources: aerial and ground-level photographs of the project area, the California Department of Transportation website identifying the California Scenic Highway Mapping System: Orange County and the City of Placentia *Municipal Code, Title 23 Zoning*.

Environmental Setting

The proposed project is located within an urbanized area, and the project area is developed.

Discussion

a) **Less Than Significant Impact.** Scenic vistas can be impacted by development in two ways. First, a structure may be constructed that blocks the view of a vista. Second, the vista itself may be altered (i.e., development on a scenic hillside). The proposed project is located within an urbanized area visually dominated by commercial and industrial land uses. The proposed Zoning Code Amendment and Specific Plan Amendment (project) would not result in significant adverse effects to any scenic vistas or public views of scenic vistas. The project involves amendments to Title 23 of the City’s Municipal Code (Zoning), to SP- 5 regarding permissible land uses and a modification to the maximum allowable height of structures within the Specific Plan area. While every future development scenario cannot be anticipated at this time, the aggregate effect is that any future development would be subject to visual and aesthetic requirements as a result of the proposed code and specific plan amendment. The proposed project would not result in any negative impacts to the City’s visual environment. Therefore, no further analysis of this environmental issue is necessary.

b) **Less Than Significant Impact.** The project is not adjacent to a designated state scenic highway or eligible state scenic highway as identified on the California Scenic Highway Mapping System. Thus, the proposed project would not damage the integrity of existing visual resources or historic buildings located along a State Scenic Highway. A less than significant impact on scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a State Scenic Highway, would result. The project site is located in a previously developed, urbanized area, and contains no scenic resources. Due to the absence of on-site scenic resources, a less than significant impact would occur and no further analysis is required.

c) **Less Than Significant Impact.** Development of the proposed project could result in a significant impact if it resulted in substantial degradation of the existing visual character or quality of the site and its surroundings. Degradation of visual character or quality is defined by substantial changes to the existing site appearance through construction of structures such that they are poorly designed or conflict with the site's existing surroundings.

The project involves amendments to Title 23 of the City's Municipal Code (Zoning), to Specific Plan 5 regarding permissible land uses and a modification to the maximum allowable height of structures within the Specific Plan area. Future construction shall adhere to the standards established within the Placentia Municipal Code. Therefore, visual impacts to existing visual character of the City are less than significant and no mitigation is required.

d) **Less Than Significant Impact.** Excessive or inappropriately directed lighting can adversely impact nighttime views by reducing the ability to see the night sky and stars. Glare can be caused from unshielded or misdirected lighting sources. Reflective surfaces (i.e., polished metal) can also cause glare. Impacts associated with glare range from simple nuisance to potentially dangerous situations (i.e., if glare is directed into the eyes of motorists).

All future developments and land use activities would be required to comply with all applicable regulations, including Placentia Municipal Title 23 (Zoning). In accordance with Placentia Municipal Code (PMC) Section 23.78.080 – Lights, all lighting within the parking lot or building lights are required to direct light away from the public right-of-way and any adjoining residential uses. Since project implementation would modify land uses and height of structures, it would not directly or indirectly create any adverse light or glare impacts, and no further analysis is required.

Mitigation Measures

No mitigation is necessary because Aesthetic impacts will be less than significant.

Level of Significance After Mitigation

Not Applicable.

4.2 – Agriculture and Forest Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the Project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526) or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?				<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				<input checked="" type="checkbox"/>

Sources

Information used to prepare this section is from the following sources: California Department of Conservation, *Farmland Mapping and Monitoring Program of the California Resources Agency* (http://www.conservation.ca.gov/dlrp/Pages/qh_maps.aspx).

Environmental Setting

The proposed project is located in a suburban area surrounded by industrial and commercial uses. According to the California Department of Conservation, *Farmland Mapping and Monitoring Program Map*, the City is predominately designated as urban and built up land. There are no current Williamson Act Contract lands as shown on the 2012 Williamson Act Lands map for Placentia.

Discussion

a) **No Impact.** The proposed project will be located in a fully developed urbanized area. The map of Important Farmland in California (2010) prepared by the Department of Conservation does not identify the project as being Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. No Williamson Act contracts are active for the project. Therefore, because the site has not been designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, there is no impact from the project on these types of farmland.

b) **No Impact.** Currently, the project is designated with zoning as Commercial, Industrial and Specific Plan. The project will be developed consistent with the City Design Guidelines, so it will be aesthetically compatible with surrounding development. The project would have no effect upon agricultural resources within the City of Placentia or any other neighboring city or unincorporated county area.

c) **No Impact.** Public Resources Code Section 12220(g) identifies forest land as *land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.* The project site and surrounding properties are not currently being managed or used for forest land as identified in Public Resources Code Section 12220(g). The USDA Forest Service vegetation maps for the project identify it as *urban* type, indicating that it is not capable of growing industrial wood tree species. Therefore, development of this project will have no impact to any timberland zoning.

d) **No Impact.** The project areas are developed; thus, there will be no loss of forest land or conversion of forest land to non-forest use as a result of this project. No impact will occur.

e) **No Impact.** The project area is previously developed within an urban environment. The project would not encroach onto agricultural land and would not encourage the conversion of existing farmland to non-agricultural uses. None of the surrounding sites contain existing forest uses. Development of this project will not change the existing environment in a manner that will result in the conversion of forest land to a non-forest use. No impact will occur.

Mitigation Measures

No mitigation measures are necessary because Agricultural and Forestry impacts will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.3 – Air Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Where available, the significance criteria established by the applicable air quality management district may be relied upon to make the following determinations.				
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			☑	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			☑	
c) Expose sensitive receptors to substantial pollutant concentrations?			☑	
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)?			☑	

Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan*.

Environmental Setting

Local jurisdictions, such as the City of Placentia, have the authority and responsibility to reduce air pollution through its police power and decision-making authority. Specifically, the City is responsible for the assessment and mitigation of air emissions resulting from its land use decisions. The City is also responsible for the implementation of transportation control measures as outlined in the 2016 AQMP. Examples of such measures include bus turnouts, energy-efficient streetlights, and synchronized traffic signals. In accordance with CEQA requirements and the CEQA review process, the City assesses the air quality impacts of new development projects, requires mitigation of potentially significant air quality impacts by conditioning discretionary permits, monitoring and enforcing implementation of such mitigation. In accordance with the CEQA requirements, the City does not, however, have the expertise to develop plans, programs, procedures, and methodologies to ensure that air quality within the City and region will meet federal and state standards. Instead, the City relies on the expertise of the SCAQMD and utilizes the SCAQMD CEQA Handbook and CalEEMod as the guidance documents for the environmental review of plans and development proposals within its jurisdiction.

Discussion

a) **Less Than Significant Impact.** The California Environmental Quality Act (CEQA) requires a discussion of any inconsistencies between a proposed project and applicable General Plans and Regional Plans (CEQA Guidelines Section 15125). The regional plan that applies to the proposed project includes the SCAQMD Air Quality Management Plan (AQMP). Therefore, this section discusses any potential inconsistencies of the proposed project with the AQMP.

The Southern California Association of Governments (SCAG) has determined that if a project is consistent with the growth forecasts for the subregion in which it is located, it is consistent with the South Coast Air Quality Management District (SCAQMD) Air Quality Management Plan (AQMP), and regional emissions are mitigated by the control strategies specified in the AQMP. The purpose of the proposed code and specific plan amendments is to update the permissible uses for Parcels 9 and 11 of SP- 5 and to modify if maximum permissible height within the Specific Plan. The future development as Specific Plan was contemplated in the General Plan, SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and the resulting AQMP which was based on the RTP/SCS. Build-out within the projections within the AQMP does not create impacts beyond those already cleared in the RTP/SCS and AQMP. Since this project does not propose any specific developments or growth-inducing projects that would conflict with the SCAG growth forecasts, it would be consistent with the AQMP and therefore no further analysis is required.

b) **Less Than Significant Impact.** A project may have a significant impact if project related emissions would exceed federal, state, or regional standards or thresholds, or if project-related emissions would substantially contribute to existing or project air quality violations. The proposed project is located within the South Coast Air Basin, where efforts to attain state and federal air quality standards are governed by the South Coast Air Quality Management District (SCAQMD). Both the State of California (State) and the Federal government have established health-based ambient air quality standards (AAQS) for seven air pollutants (known as 'criteria pollutants'). These pollutants include ozone (O₃), carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), inhalable particulate matter with a diameter of 10 microns or less (PM₁₀), fine particulate matter with a diameter of 2.5 microns or less (PM_{2.5}), and lead (Pb). The State has also established AAQS for additional pollutants. The AAQS are designed to protect the health and welfare of the populace within a reasonable margin of safety. Where the state and federal standards differ, California AAQS are more stringent than the national AAQS.

Implementation of the proposed project would not significantly lower air quality standards or contribute to an air quality violation. The purpose of the proposed code amendment and specific plan amendment is to modify the permissible land uses and amend the maximum allowable height of structures within the Specific Plan area. It is anticipated that these amendments will not have an impact on development and emissions. Therefore, the project would not impact air quality and no further environmental analysis is required.

c) **Less Than Significant Impact.** Sensitive receptors are those segments of the population that are most susceptible to poor air quality such as children, the elderly, the sick, and athletes who perform outdoors. Land uses associated with sensitive receptors include residences, schools, playgrounds, childcare centers, outdoor athletic facilities, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes. The nearest land uses that considered *sensitive receptors* are the residential dwelling units located southerly of West Orangethorpe Avenue. The proposed code amendment and specific plan amendment will not generate toxic pollutant emissions as it only addresses the regulatory framework and does not authorize new construction. All future developments and land use activities would be required to comply with all applicable regulations, including Placentia Municipal Title 23 (Zoning). The

proposed project, therefore, would have a less than significant impact on sensitive receptors relating to toxic pollutant emissions.

d) **Less Than Significant Impact.** According to the CEQA Air Quality Handbook, land uses associated with odor complaints include agricultural operations, wastewater treatment plants, landfills, and certain industrial operations (such as manufacturing uses that produce chemicals, paper, etc.). Odors are typically associated with industrial projects involving the use of chemicals, solvents, petroleum products, and other strong-smelling elements used in manufacturing processes, as well as sewage treatment facilities and landfills. The proposed project does not include any of the above noted uses or process. The project would not allow operations that could directly or indirectly result in any significant adverse odors or intensification of odors beyond those typically associated with construction activities. No further environmental analysis is necessary.

Mitigation Measures

No mitigation measures are necessary because Air Quality impacts will be less than significant with standard conditions applied.

Level of Significance After Mitigation

Not Applicable

4.4 – Biological Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			<input checked="" type="checkbox"/>	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?			<input checked="" type="checkbox"/>	

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			<input checked="" type="checkbox"/>	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			<input checked="" type="checkbox"/>	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			<input checked="" type="checkbox"/>	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				<input checked="" type="checkbox"/>

Sources

Information used to prepare this section is from the following sources: United States Fish and Wildlife Service, National Wetlands Inventory, Wetlands Mapper; US Fish & Wildlife Services, Environmental Conservation Online System; California Department of Fish and Wildlife, California Regional Conservation Plans Map; and *City of Placentia General Plan*.

Environmental Setting

The proposed project is located within an urbanized area, and the majority of the project area is developed.

Discussion

a) **Less than Significant Impact.** Wildlife habitats within the City are generally limited to parks, nature preserves, and water body areas. The project would not promote activities that would remove or impact any existing or planned wildlife habitats. No further environmental analysis is required.

b) **Less than Significant Impact.** Land uses subject to this proposed project would occur in established urbanized areas and would not remove or impact any riparian habitat or other sensitive natural communities. No further environmental analysis is required.

c) **Less than Significant Impact.** Future implementation of the proposed project would occur in established urbanized areas and would not promote or involve alteration of any protected wetland areas. No further environmental analysis is required.

d) **Less than Significant Impact.** Project implementation would occur in established urbanized areas and would not alter or adversely impact any native resident or migratory fish or wildlife species, corridors or nursery sites. No further environmental analysis is required.

e) **Less Than Significant Impact.** In Section 14.12.110 of the Placentia Municipal Code, the City has a tree removal policy for private property dealing with hazardous conditions. Future development within the Specific Plan area would comply with policies pertaining to tree removal as applicable. Project implementation would be consistent with the General Plan and in conformity with all local policies and regulations. It would not alter or eliminate any existing or future policy or ordinance protecting biological resources. No further environmental analysis is required.

f) **No Impact.** The proposed project would not conflict with the provisions of an adopted Habitat Conservation Plan because the City of Placentia does not have an adopted Habitat Conservation Plan according to the US Fish & Wildlife Services, Environmental Conservation Online System (ECOS) mapping or any Natural Community Conservation Plan areas apply to the project site according to the California Department of Fish and Wildlife, California Regional Conservation Plans Map. Therefore, implementation of the proposed project would have no adverse impact. No impact would occur.

Mitigation Measures

No mitigation measures are necessary because Biological Resource impacts will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.5 – Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?			☑	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?			☑	
c) Disturb any human remains, including those interred outside of formal cemeteries?			☑	

Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan.*

Environmental Setting

The proposed project is located within an urbanized area, and the majority of the project area is developed.

Discussion

a) **Less Than Significant Impact.** The City of Placentia is an urbanized community and nearly all properties within the City (except for areas such as protected park lands) have been previously disturbed and/or developed. The proposed project would not promote, encourage or enable activities that could remove, degrade or in any way adversely impact local historic resources. Historic Resources within the City are regulated and protected pursuant to the City’s General Plan and Municipal Code. No further environmental analysis is required.

b) **Less Than Significant Impact.** Implementation of the project would not result in any specific construction activities involving extensive excavation, and therefore would not be anticipated to affect or destroy any archaeological resources due its geographic location. The proposed zoning code and specific plan modifications do not lessen existing legal protections of archaeological resources nor tribal consultation requirements on individual projects.

c) **Less Than Significant Impact.** The project does not propose any activities that would involve extensive excavation that could result in the disturbance of any designated cemetery or other burial ground or place of interment. The amendment are regulatory in nature and do not authorize construction activities.

Mitigation Measures

No mitigation measures are necessary because Cultural Resource impacts will be less than significant.

Level of Significance After Mitigation

Not Applicable.

4.6 – Energy

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			☑	

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			✓	
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Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan*.

Environmental Setting

Energy resources include electricity, natural gas and other fuels. The production of electricity requires the consumption or conversion of energy resources, including water, wind, oil, gas, coal, solar, geothermal, and nuclear resources, into energy. Energy production and energy use both result in the depletion of nonrenewable resources (e.g., oil, natural gas, coal, etc.) and emission of pollutants. Energy usage is typically quantified using the British Thermal Unit (BTU). The BTU is the amount of energy that is required to raise the temperature of one pound of water by one degree Fahrenheit. As points of reference, the approximate amount of energy contained in a gallon of gasoline, 100 cubic feet (one therm) of natural gas, and a kilowatt hour of electricity are 123,000 BTUs, 100,000 BTUs, and 3,400 BTUs, respectively.

Existing Electricity Consumption

Southern California Edison is the service provider for electric. The electricity generated is distributed through a network of transmission and distribution lines commonly called a power grid. Conveyance of electricity through transmission lines is typically responsive to market demands. The delivery of electricity involves a number of system components, including substations and transformers that lower transmission line power (voltage) to a level appropriate for on-site distribution and use. According to the California Energy Commission (CEC), total system electric generation for California in 2017 was 292,039 gigawatt-hours (GWh). California’s non-CO2 emitting electric generation categories (nuclear, large hydroelectric, and renewable generation) accounted for more than 56 percent of total in-state generation for 2017. California’s in-state electric generation was 206,336 GWh and electricity imports were 85,703 GWh.

Existing Natural Gas Consumption

Southern California Gas Company (SoCalGas) is responsible for providing natural gas supply to the City and is regulated by the California Public Utilities Commission and other state agencies. Natural gas is a combustible mixture of simple hydrocarbon compounds (primarily methane) that is used as a fuel source. Natural gas consumed in California is obtained from naturally occurring reservoirs and delivered through high-pressure transmission pipelines. The natural gas transportation system is a nationwide network. Natural gas is used in electricity generation, space heating, cooking, water heating, industrial processes, and as a transportation fuel. Natural gas is measured in terms of cubic feet. According to the CEC, nearly 45 percent of the natural gas burned in California was used for electricity generation, with the remainder consumed in the residential (21 percent), industrial (25 percent), and commercial (9 percent) sectors. In 2012, total natural gas demand in California for industrial, residential, commercial, and electric power generation was 2,313 billion cubic feet.

Existing Transportation Energy

According to the California Energy Commission, transportation accounts for nearly 37 percent of California’s total energy consumption. Based on available fuel consumption data from the United

States Energy Information Administration (USEIA), in 2015, California consumed a total of 342,523 thousand barrels of gasoline for transportation, which is equivalent to a total annual consumption of approximately 14.4 billion gallons by the transportation sector. California consumed a total of 80,487 thousand barrels of diesel fuel for transportation, which is equivalent to a total annual consumption of approximately 3.4 billion gallons by the transportation sector. Transportation fuels, primarily gasoline and diesel, would be provided by local or regional suppliers, vendors, and patrons. According to the California Air Resources Board on-road vehicle emissions factor (EMFAC2014) model, the average fuel economy for the fleet-wide mix of vehicles operating in the South Coast Air Basin region is approximately 20.17 miles per gallon for gasoline fueled vehicles and approximately 7.81 miles per gallon for diesel-fueled vehicles. Gasoline-fueled vehicles account for approximately 96 percent of the total vehicles and diesel-fueled vehicles account for approximately 3.6 percent of the total vehicles. Electric vehicles account for approximately 0.3 percent of the total vehicles.

Discussion

a) **Less Than Significant Impact.** The project includes amendments to the existing regulations pertaining to permissible land uses and height standards for SP-5. All future development would be required to comply with all applicable regulations, including Placentia Municipal Code Title 23 (Zoning) and Part 6 (California Energy Code) of Title 24 (California Building Standards Code). Since project implementation would not directly or indirectly result in wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation, no further analysis is required.

b) **Less Than Significant Impact.** The project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency as it establishes a regulatory framework for SP-5 within the City of Placentia.

Mitigation Measures

With the compliance with existing regulations, the project would not result in significant impacts associated with Energy.

Level of Significance After Mitigation

Not Applicable

4.7 – Geology and Soils

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				

i) Rupture of a known fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			<input checked="" type="checkbox"/>	
ii) Strong seismic ground shaking?			<input checked="" type="checkbox"/>	
iii) Seismic-related ground failure, including liquefaction?			<input checked="" type="checkbox"/>	
iv) Landslides?			<input checked="" type="checkbox"/>	
b) Result in substantial soil erosion or the loss of topsoil?			<input checked="" type="checkbox"/>	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			<input checked="" type="checkbox"/>	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			<input checked="" type="checkbox"/>	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?			<input checked="" type="checkbox"/>	
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			<input checked="" type="checkbox"/>	

Sources

Information used to prepare this section is from the following sources: *City of Placentia General*, and UC Davis Soil Resource Laboratory, SoilWeb, <http://casoilresource.lawr.ucdavis.edu/gmap/>.

Environmental Setting

The City of Placentia is relatively flat with the majority of the City situated on the lowland surface.

Discussion

a.i) **Less Than Significant Impact.** The project area is not within an earthquake special study zone. All land uses subject to the provisions of this proposed project would be required to comply with applicable building codes that account for the possibility of seismic events. No further environmental analysis is necessary.

a.ii) **Less Than Significant Impact.** A strong seismic event on any fault system in Southern California has the potential to create considerable levels of ground shaking throughout the City. However, numerous variables determine the level of damage to a specific location. Given these variables, it is not possible to determine the level of damage that may occur on the site during a seismic event. All land uses must conform to all applicable State and local building codes relative to seismic safety. No further environmental analysis is necessary.

a.iii) **Less Than Significant Impact.** Liquefaction is a mode of ground failure that results from the generation of high pore water pressures during earthquake ground shaking, causing loss of shear strength. Liquefaction is typically a hazard where loose sandy soils exist below groundwater. The California Geological Survey (CGS) has designated certain areas within southern California as potential liquefaction hazard zones. These are areas considered at a risk of liquefaction-related ground failure during a seismic event, based upon mapped surficial deposits and the presence of a relatively shallow water table. The project area is in an area of low liquefaction potential. All land uses subject to the provisions of this proposed project would be required to comply with applicable building codes that account for the possibility of liquefaction susceptibility.

a.iv) **Less Than Significant Impact.** Structures built below or on slopes subject to failure or landslides may expose people and structures to harm. According to the General Plan, the majority of the City is relatively flat and characterized by slopes that are not high (less than 50 feet) or steep (generally sloping flatter than 1-1/2:1, horizontal to vertical). All land uses subject to the provisions of this proposed project would be required to comply with applicable building codes. Based on the existing location of SP-5 tied to commercial and industrial land use zones, impacts would be expected to be less than significant and no further environmental analysis is required.

b) **Less Than Significant Impact.** Topsoil is used to cover surface areas for the establishment and maintenance of vegetation due to its high concentrations of organic matter and microorganisms. All land uses subject to the regulations of the project would be required to adhere to all applicable construction standards regarding erosion control, including best management practices to minimize runoff and erosion impacts from earth-moving activities such as excavation, contouring and compaction. No further environmental analysis is necessary.

c) **Less Than Significant Impact.** Impacts related to liquefaction and landslides are discussed above in Section 4.7.a. Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. The downslope movement is due to gravity and earthquake shaking combined. Such movement can occur on slope gradients of as little as one degree. Lateral spreading typically damages pipelines, utilities, bridges, and structures. Lateral spreading of the ground surface during a seismic activity usually occurs along the weak shear zones within a liquefiable soil layer and has been observed to generally take place toward a free face (i.e. retaining wall, slope, or channel) and to lesser extent on ground surfaces with a very gentle slope. Due to the absence of any substantial change in grade, the potential for lateral spread occurring within the project area is considered to be low. All land uses subject to the regulations of the project would be constructed in compliance with all applicable building code requirements regarding soil stability.

d) **Less Than Significant Impact.** The CBC requires special design considerations for foundations of structures built on soils with expansion indices greater than 20. All land uses subject to the provisions of this proposed project would be required to comply with applicable building codes that account for the possibility of expansive soils.

e) **Less Than Significant Impact.** The entire Specific Plan area is served by an existing sewer system and therefore, has no need for septic tanks or any other alternative wastewater disposal systems. No further environmental analysis is required.

f) **Less Than Significant Impact.** The project does not propose any projects that would be anticipated to result in extensive excavation that could adversely impact any paleontological resources or geologic features. The amendments establish a regulatory framework for recycling facilities within the City of Placentia.

Mitigation Measures

No mitigation measures are necessary because impacts to Geology and Soils will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.8 – Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			<input checked="" type="checkbox"/>	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			<input checked="" type="checkbox"/>	

Sources

Information used to prepare this section is from the following source: *City of Placentia General Plan.*

Environmental Setting

Global climate change refers to changes in average climatic conditions on earth as a whole, including temperature, wind patterns, precipitation and storms. Global warming, a related concept, is the observed increase in average temperature of the earth’s surface and atmosphere. The six major greenhouse gases (GHGs) identified by the Kyoto Protocol are carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), sulfur hexafluoride (SF6), hydrofluorocarbons (HFCs), and perfluorocarbons (PFCs). GHGs absorb longwave radiant energy reflected by the earth, which warms the atmosphere. GHGs also radiate long wave radiation both upward to

space and back down toward the surface of the earth. The downward part of this longwave radiation absorbed by the atmosphere is known as the "greenhouse effect." The potential effects of global climate change may include rising surface temperatures, loss in snow pack, sea level rise, more extreme heat days per year, and more drought years.

CO₂ is an odorless, colorless natural GHG. Natural sources include the following: decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic outgassing. Anthropogenic (human caused) sources of CO₂ are from burning coal, oil, natural gas, wood, butane, propane, etc. CH₄ is a flammable gas and is the main component of natural gas. N₂O, also known as laughing gas, is a colorless GHG. Some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to the atmospheric load of GHGs. HFCs are synthetic man-made chemicals that are used as a substitute for chlorofluorocarbons (whose production was stopped as required by the Montreal Protocol) for automobile air conditioners and refrigerants. The two main sources of PFCs are primary aluminum production and semiconductor manufacture. SF₆ is an inorganic, odorless, colorless, nontoxic, nonflammable gas. SF₆ is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

Events and activities, such as the industrial revolution and the increased combustion of fossil fuels (e.g., gasoline, diesel, coal, etc.), have heavily contributed to the increase in atmospheric levels of GHGs. An air quality analysis of GHGs is a much different analysis than the analysis of criteria pollutants for the following reasons. For criteria pollutants significance thresholds are based on daily emissions because attainment or non-attainment is based on daily exceedances of applicable ambient air quality standards. Further, several ambient air quality standards are based on relatively short-term exposure effects on human health, e.g., one-hour and eight-hour. Since the half-life of CO₂ in the atmosphere is approximately 100 years, for example, the effects of GHGs are longer-term, affecting global climate over a relatively long time frame. As a result, the SCAQMD's current position is to evaluate GHG effects over a longer timeframe than a single day.

In its CEQA & Climate Change document (January 2008), the California Air Pollution Control Officers Association (CAPCOA) identifies many potential GHG significance threshold options. The CAPCOA document indicates that establishing quantitative thresholds is a balance between setting the level low enough to capture a substantial portion of future residential and non-residential development, while also setting a threshold high enough to exclude small development projects that will contribute a relatively small fraction of the cumulative statewide GHG emissions. Two potential significance thresholds were 10,000 metric tons per year and 25,000 metric tons per year.

Finally, another approach to determining significance is to estimate what percentage of the total inventory of GHG emissions are represented by emissions from a single project. If emissions are a relatively small percentage of the total inventory, it is possible that the project will have little or no effect on global climate change.

According to available information, the statewide inventory of CO₂ equivalent emissions is as follows: 1990 GHG emissions were estimated to equal 427 million metric tons of CO₂ equivalent, and 2020 GHG emissions are projected to equal 600 million metric tons of CO₂ equivalent, under a business as usual scenario. Interpolating an inventory for the year 2012 results in an estimated inventory of approximately 127 million metric tons of CO₂ equivalent. These amounts assume that between 1990 and 2020 there is an average increase of 5.76 million tons per year of GHG.

Discussion

a) **Less Than Significant Impact.** California is a substantial contributor of global greenhouse gases (GHGs), emitting over 400 million tons of carbon dioxide per year. Climate studies indicate that California is likely to see an increase of three to four degrees Fahrenheit over the next century. Methane is also an important GHG that potentially contributes to global climate change. GHGs are global in their effect, which is to increase the earth’s ability to absorb heat in the atmosphere. As primary GHGs have a long lifetime in the atmosphere, accumulate over time, and are generally well-mixed, their impact on the atmosphere is mostly independent of the point of emission. The project amendments are regulatory and would not result in direct or indirect significant GHG impacts. No further environmental analysis is needed.

b) **Less Than Significant Impact.** Placentia has adopted the 2016 edition of the California Building Code (Title 24), including the California Green Building Standards Code. The project would be subject to the California Green Building Standards Code, which requires new buildings to reduce water consumption, employ building commissioning to increase building system efficiencies for large buildings, divert construction waste from landfills, and install low pollutant-emitting finish materials. The project does not include any feature (i.e. substantially alter energy demands) that would interfere with implementation of these State and City codes and plans. The City of Placentia does not have any additional plans, policies, standards, or regulations related to climate change and GHG emissions. Also, no other government-adopted plans or regulatory programs in effect at this time have established a specific performance standard to reduce GHG emissions from a single building project. The proposed project would not permit any land use operations that would conflict with any plans, policies or regulations related to the reduction of greenhouse gas emissions. No further environmental analysis is needed.

Mitigation Measures

No mitigation measures are necessary because impacts to Greenhouse Gas Emissions will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.9 – Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			<input checked="" type="checkbox"/>	

b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident condition involving the release of hazardous materials into the environment?			<input checked="" type="checkbox"/>	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			<input checked="" type="checkbox"/>	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?			<input checked="" type="checkbox"/>	
e) For a project located within an airport land use plan or, where such a plan has not been adopted within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			<input checked="" type="checkbox"/>	
g) Expose people or structures, directly or indirectly to a significant risk of loss, injury or death involving wildland fires, including where wildlands?				<input checked="" type="checkbox"/>

Sources

Information used to prepare this section is from the following sources: *City of Placentia General*, California Department of Toxic Substances Control. EnviroStor; California State Water Resources Control Board. GeoTracker; California State Water Resources Control Board. Sites Identified with Waste Constituents Above Hazardous Waste Levels Outside the Waste Management Unit; California Department of Forestry and Fire Protection. Incorporated Fire Hazard Severity Zone: City of Placentia; and California Department of Transportation, Division of Aeronautics website, California Public Use Airport list.

Environmental Setting

Hazardous Waste Site

The City of Placentia has properties listed on the State of California Hazardous Waste and Substances Site List pursuant to Government Code Section 65962.5. California Department of Toxic Substances Control Envirostar database.

Local Schools

The City is served by the Placentia-Yorba Linda Unified School District.

Public Airports/Private Airstrips

There are no private or public airports located within the City limits of Placentia.

Discussion

a) **Less Than Significant Impact.** Any future land uses or activities that would be subject to the provisions of this project that involve the handling and disposal of hazardous or potentially hazardous materials would be required to fully comply with Placentia Municipal Code, as well as all existing State safety regulations. No further environmental analysis is required.

b) **Less Than Significant Impact.** All hazardous materials are required to be utilized and transported in accordance with their labeling pursuant to federal and state law. Routine construction practices include good housekeeping measures to prevent/contain/clean-up spills and contamination from fuels, solvents, concrete wastes and other waste materials. During future construction, BMPs would be required to be implemented by the City as well as standard construction controls and safety procedures that would avoid or minimize the potential for accidental release of these substances. Standard construction practices would be observed such that any materials released are appropriately contained and remediated as required by the Orange County Fire Authority, and the local Certified Unified Program Agency for hazardous materials in the region. With implementation of standard conditions, hazard to the public or the environment through reasonable foreseeable upset and accident condition involving the release of hazardous materials into the environment would be less than significant.

c) **Less than Significant Impact.** As discussed in Section 4.9.b, existing regulations address potential off-site construction-related hazards associated with demolition of the existing onsite structures. Impact would be less than significant with implementation of existing regulations. The project consists of the modifying the permissible land uses for Parcels 9 and 11 of the Specific Plan and to amend the maximum structure height from 50 to 75 feet. The project would not result in impacts to schools due to hazardous materials handling or emissions and no mitigation is required.

d) **Less than Significant Impact.** A review of known electronic database listings for possible hazardous waste generating establishments, as well as sites with known environmental concerns was conducted. Facilities were identified by county, state, or federal agencies that generate, store, or dispose of hazardous materials. The project area has sites located on the State of California Hazardous Waste and Substances Site List pursuant to Government Code Section 65962.5. California Department of Toxic Substances Control Envirostar database accessed. Two sites, Jack in the Box (Parcel 10) and the former Brian Chuchua Jeep dealership (Parcel 9), were the subject of investigations for leaking underground tank leaks. Both cases have been closed in conformance with State law and no further action is deemed necessary. Any future land uses that would be regulated by the provisions of this project would not be permitted to create any significant hazards to the public or the environment by operating at a location included in the Cortese List.

e) **No Impact.** There are no private or public airports located within 2 miles of the project area. The project would not alter air traffic patterns or encourage future developments that could conflict with established Federal Aviation Administration (FAA) flight protection zones. Therefore, the project would not result in safety hazards from proximity to airports for people living in the project area or excessive noise for people residing or working in the project area. No impact will occur.

f) **Less Than Significant Impact.** The project would not encourage or otherwise set forth any policies or recommendations that could potentially impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. No further environmental analysis is required.

g) **No Impact.** The project site is located within an urbanized area of the City of Placentia and is not located within a fire hazard zone, as identified on the latest Fire Hazard Severity Zone (FHSZ) maps prepared by the California Department of Forestry and Fire Protection (CALFIRE). There are no wildland conditions in the urbanized area that the project site is located. No impact would occur.

Mitigation Measures

No mitigation measures are necessary because impacts to Hazards and Hazardous Materials will be less than significant.

Level of Significance After Mitigation

Not applicable.

4.10 – Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			<input checked="" type="checkbox"/>	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			<input checked="" type="checkbox"/>	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;			<input checked="" type="checkbox"/>	

ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;			<input checked="" type="checkbox"/>	
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			<input checked="" type="checkbox"/>	
iv) impede or redirect flood flows?			<input checked="" type="checkbox"/>	
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?			<input checked="" type="checkbox"/>	
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			<input checked="" type="checkbox"/>	

Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan*; Placentia Municipal Code; and Flood Insurance Rate Maps (FIRM).

Environmental Setting

The developed portions of Placentia are served by an extensive municipal storm drain network that is maintained by the City and designed to collect all urban runoff. While existing flood control structures have provided significant protection from uncontrolled flooding, inadequacies in the local drainage system have caused occasional localized flooding.

Federal and State Oversight

The federal Clean Water Act (CWA) is the principal federal law that provides for the protection of water quality. The primary objectives of the CWA are to “restore and maintain the chemical, physical, and biological integrity of the Nation’s waters,” and to make all surface waters “fishable” and “swimmable.” The U.S. Environmental Protection Agency (EPA) is the designated federal agency responsible for implementing the CWA and it has further delegated authority to the State Water Resources Control Board (SWRCB) and associated Regional Water Quality Control Boards (RWQCB) for compliance with the CWA. Relevant programs identified in the CWA include the National Pollution Discharge Elimination System (NPDES) program which regulates discharge of pollutants from known sources (point sources), as well as non-point sources, into waters of the United States through the issuance of permits. As part of the NPDES program, a Storm Water Pollution Prevention Plan (SWPPP) must be prepared for construction activities affecting greater than one acre because the discharge of stormwater during construction is considered a non-point source of water pollution.

Stormwater Pollution Prevention Plans

According the Storm Water Program run by the State Water Resources Control Board (SWRCB), the owner shall also prepare a SWPPP in accordance with state requirements. All construction projects which could potentially have an adverse impact on the City’s municipal

separate storm sewer system or waters of the State shall install and/or implement appropriate construction and post-construction BMPs, as listed in their SWPPP.

Discussion

a) **Less Than Significant Impact.** A project normally would have an impact on surface water quality if discharges associated with the project would create pollution, contamination, or nuisance as defined in Section 13050 of the California Water Code (CWC), or that cause regulatory standards to be violated as defined in the applicable National Pollutant Discharge Elimination System (NPDES) stormwater permit or Water Quality Control Plan for the receiving water body. For the purpose of this specific issue, a significant impact could occur if the project would discharge water that does not meet the quality standards of the agencies which regulate surface water quality and water discharge into stormwater drainage systems. Significant impacts could also occur if the project does not comply with all applicable regulations with regard to surface water quality as governed by the State Water Resources Control Board (SWRCB). These regulations include preparation of a Storm Water Quality Management Plan (SWQMP) to reduce potential post-construction water quality impacts.

Discharges into stormwater drains or channels from construction sites of one acre or larger are regulated by the General Permit for Storm Water Discharges Associated with Construction Activity issued by the State Water Quality Control Board. The General Permit was issued pursuant to National Pollutant Discharge Elimination System (NPDES) regulations of the Environmental Protection Agency (EPA), as authorized by the Clean Water Act. Compliance with the General Permit involves developing and implementing a Storm Water Pollution Prevention Plan (SWPPP) specifying best management practices (BMPs) that the project would use to minimize pollution of stormwater. The SWPPP BMPs would follow the guidelines set forth by the State Water Resources Control Board (SWRCB).

The project would be consistent with all chapters of the General Plan. All activities subject to the provisions of this project would be required to be in full compliance with all applicable federal, State and local water quality standards and regulations. No further environmental analysis is required.

b) **Less Than Significant Impact.** If the project removed an existing groundwater recharge area or substantially reduced runoff that results in groundwater recharge, a potentially significant impact could occur. The City is a highly-urbanized community with the water system infrastructure fully in place to accommodate future development consistent with the General Plan and Specific Plan 5.

c.i) **Less Than Significant Impact.** Potentially significant impacts to the existing drainage pattern of the site or area could occur if development of the project results in substantial on- or off-site erosion or siltation. The project consists of modifying the permissible land uses and amending the height standard within the Specific Plan 5 area. The project does not encourage or enable any alterations to existing draining patterns or to the course of streams or rivers.

c.ii) **Less Than Significant Impact.** The project consists of modifying the permissible land uses and amending the height standard within the Specific Plan 5 area. The project will not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite. Impacts will be less than significant.

c.iii) **Less Than Significant Impact.** The City's existing storm water drainage system is adequate to accommodate runoff from any future land uses subject to the provisions of this

project. The project would not adversely affect provisions for retention and infiltration of stormwater consistent with the City’s Low Impact Development (LID) policies.

c.iv) **Less Than Significant Impact.** The Federal Emergency Management Agency (FEMA) produces maps (Flood Insurance Rate Map) that identify areas that are located in flood zones. The project area is within Zone X. The project consists of the modifying the permissible land uses and amending the height standard within the Specific Plan 5 area. Future development would evaluate site specific conditions for flooding. Therefore, there will be a less than significant impact as the project will not impede or redirect flood flows.

d) **Less Than Significant Impact.** Placentia is not within a zone influenced by the inundation of seiche, tsunami, or mudflow. The proposed project would not result in any increased risk of inundation to any properties as it only addresses the regulatory framework of SP-5. Future development would evaluate site specific conditions for flood hazards.

e) **Less Than Significant Impact.** The regulatory framework project will not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. All future structures to be constructed will be required to meet and comply with all applicable city and State building codes to reduce impacts to water quality to less-than-significant level.

Mitigation Measures

No mitigation measures are necessary because Hydrology impacts will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.11 – Land Use and Planning

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Physically divide an established community?				<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			<input checked="" type="checkbox"/>	

Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan*.

Environmental Setting

The City of Placentia is located in Orange County. The land features are relatively flat.

Discussion

a) **No Impact.** The proposed Zoning Code Amendment and Specific Plan Amendment would consist of the changes to Chapter 23.105 of the Placentia Municipal Code with corresponding changes to the Specific Plan 5 document.

The proposed text changes include the following:

Staff is proposing to amend the Placentia Municipal Code, Title 13, Zoning, Chapter 23.105 Specific Plan 5 for Parcel 9 and 11 to add hospitality uses in Section 23.105.050 and to increase the maximum allowable height within the entire Specific Plan area from fifty to seventy-five feet as show in Section 23.105.070 below. Also a map depicting the Specific Plan area will be added to Section 23.105.010 Location.

The new language shown in **bold face type** and the deletion of language as shown with a ~~strikethrough~~.

Title 23 ZONING

Chapter 23.105 SPECIFIC PLAN 5

23.105.030 Permitted uses for parcels 1, 2, 3, 4, 5, 6, 8 and 10.

All retail, business and office uses are permitted on these parcels as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk, including but not limited to the following examples:

- (17) Apparel stores;
- (18) Appliance stores;
- (19) Educational and training offices;
- (20) Financial institutions;
- (21) Food stores;
- (22) General administrative offices;
- (23) Health clubs;;
- (24) Home improvement centers;
- (25) Hotels with lounges;
- (26) Medical and dental offices and clinics;
- (27) Professional offices;
- (28) Research and development including laboratories;
- (29) Restaurants including drive-through facilities;
- (30) Sales and service operations with or without light assembly and storage;
- (31) Small outdoor seating areas per Section 23.81.165;
- (32) Use conformity determination.

Notwithstanding the provisions of this section, the planning commission of the city of Placentia may, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether a proposed use, not otherwise specified in this section, conforms to the intent and purpose of this chapter with regard to permitted uses and has characteristics similar to those uses listed in this section. The city administrator shall determine the number of plot plans to be submitted together with the application. The planning commission shall make the findings required by Section 23.87.040(1) and (2) in making any such determination.

23.105.040 Permitted uses for parcels 6 and 7.

The primary purpose of parcels 6 and 7 is hotel in nature. All retail, business and office uses listed in Section 23.105.030 shall be permitted.

23.105.050 Permitted uses for parcels 9 and 11.

The primary purpose of these parcels is to provide a site for motor vehicle dealerships **and for other selected commercial uses. Hospitality uses listed in Section 23.105.030 shall be permitted. General retail, financial, office, medical, and restaurant uses including drive-through facilities listed in Section 23.105.030 shall be permitted.**

23.105.070 Height.

Maximum allowable **building** height shall be ~~fifty (50)~~ **seventy-five (75)** feet. **Rooftop amenities and architectural projections, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project 16 ft. above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to 40% of the rooftop floor area.**

The Project would not directly or indirectly divide any established community as a result of these text changes. No further environmental analysis is required.

b) **Less than Significant Impact.** The project would not conflict with the City's General Plan or any other applicable land use plans and policies. The project is consistent with goals and objectives in the existing Land Use Element of the General Plan. Impacts to existing local regulations would, therefore, be less than significant.

Mitigation Measures

No mitigation measures are necessary because impacts to Land Use and Planning will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.12 – Mineral Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				<input checked="" type="checkbox"/>

Sources

Information used to prepare this section is from the *City of Placentia General Plan*.

Environmental Setting

No significant aggregate resources have been identified by the State Department of Mines and Geology in the Specific Plan 5 area of Placentia.

Discussion

a-b) **No Impact.** The project is located within a fully urbanized City of Placentia. The project does not propose any alteration of local mineral resource land uses and there are no mineral resource activities that would be altered or displaced by Project implementation. No further discussion is required.

Mitigation Measures

No mitigation measures are necessary because Mineral impacts will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.13 – Noise

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			<input checked="" type="checkbox"/>	

b) Generation of excessive groundborne vibration or groundborne noise levels?			<input checked="" type="checkbox"/>	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				<input checked="" type="checkbox"/>

Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan*; and *City of Placentia Municipal Code*.

Environmental Setting

Noise Terminology

The unit of measurement used to describe a noise level is the decibel (dB). The human ear is not equally sensitive to all frequencies within the sound spectrum. Therefore, the "A-weighted" noise scale, which weights the frequencies to which humans are sensitive, is used for measurements. Noise levels using A- weighted measurements are written dB(A) or dBA. Decibels are measured on a logarithmic scale, which means a doubling of the energy of a noise source, such as a doubled traffic volume, would increase the noise levels by 3 dBA; halving of the energy would result in a 3 dBA decrease.

Average noise levels over a period of minutes or hours are usually expressed as dBA Leq, or the equivalent noise level for that period of time. For example, Leq(3) would represent a 3-hour average. When no period is specified, a one-hour average is assumed.

It is widely accepted that the average healthy ear can barely perceive changes of 3 dBA; that a change of 5 dBA is readily perceptible, and that an increase (decrease) of 10 dBA sounds twice (half) as loud. This definition is recommended by Caltrans publication, *Transportation's Traffic Noise Analysis Protocol for New Highway and Reconstruction Projects*.

Vibration

Groundborne vibrations consist of rapidly fluctuating motions within the ground that have an average motion of zero. The effects of groundborne vibrations typically only cause a nuisance to people, but at extreme vibration levels, damage to buildings may occur. Although groundborne vibration can be felt outdoors, it is typically only an annoyance to people indoors where the associated effects of the shaking of a building can be notable. Groundborne noise is an effect of groundborne vibration and only exists indoors, since it is produced from noise radiated from the motion of the walls and floors of a room and may also consist of the rattling of windows or dishes on shelves.

Noise Standards

State Regulations

State standards regulate noise levels of motor vehicles, sound transmission through buildings, occupational noise control, and noise insulation. Title 24 of the California Code of Regulations, also known as the California Building Standards Code, establishes building standards applicable to all occupancies throughout the state. The code provides acoustical regulations for both exterior-to-interior sound insulation, as well as sound and impact isolation between adjacent spaces of various occupied units. Title 24 regulations state that interior noise levels generated by exterior noise sources shall not exceed 45 dBA Ldn/CNEL, with windows closed, in any habitable room for general residential uses.

City of Placentia General Plan

The Placentia Noise Guidelines for land use planning reflects the City's interpretation of noise guidelines promulgated by the California Office of Noise Control. The guidelines provide the City with an integral tool to gauge the compatibility of land uses relative to existing and future noise levels.

Vibration Standards

The City of Placentia does not have a published vibration impact criterion. The California Department of Transportation (Caltrans) has published one of the seminal works for the analysis of groundborne noise and vibration relating to transportation- and construction-induced vibrations and although the project is not subject to the regulations, it serves as a useful tool to evaluate vibration impacts. A vibration impact would generally be considered significant if it involves any construction-related or operations-related impacts in excess of 0.2 +inches per second (in/sec) PPV.

Discussion

a) **Less Than Significant Impact.** Future construction activities related to the provisions of this project could involve various types of short-term noise impacts from trucks, earth-moving equipment, and paving equipment. However, all construction activities and land use operations must be performed in compliance with the City's Municipal Code. Project implementation would not alter the noise provisions or exempt any future land uses or improvements from local noise controls. The local noise standards would continue to regulate all future land use construction and operational noise levels. No further environmental analysis of this issue is necessary.

b) **Less Than Significant Impact.** A significant impact would occur if project construction or operation results in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels. Project implementation would occur in compliance with local noise and vibration controls.

c) **No Impact.** No airport land use plans apply to the area, and the proposed project is not located within two miles of an airport. The project falls outside any airport's noise contours for excessive noise. Therefore, residents or workers would not be exposed to excessive airport noise levels and there would be no impact. No further environmental analysis is necessary.

Mitigation Measures

No mitigation measures are necessary because Noise impacts will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.14 – Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other			<input checked="" type="checkbox"/>	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				<input checked="" type="checkbox"/>

Sources

Information used to prepare this section is from the following sources: State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties and the State, 2011- 2018 with 2010 Census Benchmark*. Sacramento, California, May 2018; and *City of Placentia General Plan*.

Environmental Setting

Estimated population of Placentia for 2018 was 52,755 and has an estimated 3.14 persons per household. According to the City’s General Plan Housing Element Update, Table 2-19– Regional Housing Needs Assessment, 2014-2021, the City estimates that a total of 492 new housing units are needed in varying income levels. These are based on SCAG’s *Regional Housing Needs Assessment* for Placentia.

Discussion

a) **Less Than Significant Impact.** The project involves various changes to Title 23 of the Placentia Municipal Code (Zoning) and to the Specific Plan 5 to amend the regulations pertaining to permitted land uses on Parcel 9 and 11 and the maximum height of structures. The revisions do not increase the allowable density in the affected districts, and are not intended or expected to directly or indirectly induce population growth. No further environmental analysis is required.

b) **No Impact.** Replacement housing will not need to be constructed elsewhere as the proposal will not result in the displacement of substantial numbers of existing housing. The project does not set forth or encourage any policies, activities or implementation measures that would directly or indirectly displace existing residential units in the City. No further environmental analysis is required. The standards proposed will affect commercial and industrial properties and not residential land uses.

Mitigation Measures

No mitigation measures are necessary because impacts to Population and Housing will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.15 – Public Services

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire Protection?			<input checked="" type="checkbox"/>	
Police Protection?			<input checked="" type="checkbox"/>	
Schools?			<input checked="" type="checkbox"/>	
Parks?			<input checked="" type="checkbox"/>	
Other public facilities?			<input checked="" type="checkbox"/>	

Sources

Information used to prepare this section is from the following sources: City of Placentia *General Plan Update*, 1993; and Great!Schools Website, www.greatschools.org/school-district-boundaries-map/, accessed March 1, 2019.

Environmental Setting

Fire Protection

The Orange County Fire Authority (OCFA) provides fire protection and emergency medical response services in the City of Placentia. OCFA also provides prevention services (e.g., inspections, permits, and drills) within the jurisdiction. OCFA has mutual aid agreements with

other jurisdictions and practices unified command in response to potential emergencies. Property tax and special tax revenues generated fund the OCFA. Fire services are provided at two fire stations in Placentia. Fire Station 34 is located at 1530 North Valencia and Fire Station 35 is located at 120 South Bradford. Battalion 2 provides firefighting services at these locations.

Police Protection

The Placentia Police Department (WPD), headquartered at 401 East Chapman Avenue, provides police protection to the City, including the project site. The PPD serves an estimated population of approximately 52,755 persons, according to Department of Finance 2018 estimates. As of the 2017-18 budget year, the PPD had a total of 80 sworn police officers, administrators and support staff.

Schools

The City is served by the Placentia-Yorba Linda Unified School District. Pursuant to the Leroy F. Green School Facilities Act (AB 2926), future project proponents will be required to pay developer fees prior to the issuance of building permits, at the then current rate. This fee will help support provision of school services for the community as a whole.

Parks

See Section 4.15, Recreation for discussion on parks.

Discussion

a) Less Than Significant Impact.

The project involves changes to the City's Municipal Code and Specific Plan 5 to address permitted uses and the height of structures in the Specific Plan area. It is not intended to directly or indirectly induce population growth that could result in increased demand for fire protection services or fire protection facilities. All new development subject to the code changes will continue to be subject to fire code review during the building plan check process. The payment of applicable development impact fees, the implementation of fire suppression measures in compliance with City Fire codes, and proximity to existing Fire Station #35 (located at 120 South Bradford Avenue, approximately 1.5 miles from the project site) will ensure that impacts to fire safety service will be less than significant. No further environmental analysis is required.

b) Less Than Significant Impact.

The project is not intended to directly or indirectly induce population growth thus the project would not significantly increase demands for police protection service, nor require provision of new police facilities. The payment of applicable development impacts fees, implementation of safety, lighting and defensible space measures as well as proximity to the Police Station (located at Civic Center less than 2 miles from the project site, will ensure that impacts to police protection services will be less than significant. No further environmental analysis is required.

c) Less Than Significant Impact. The project is not intended to directly or indirectly induce population growth thus the project would not result in any significant increased demand for public school services or facilities. New development projects will continue to be subject to school impact fees.

d) Less Than Significant Impact. Demand for park and recreational facilities are generally the direct result of residential development. Since the project amends the permissible land uses to include hospitality uses for Parcels 9 and 11 and modifies the maximum height standard, it is not intended to directly or indirectly induce population growth. The project would not generate any significant additional demand for provision of park services or facilities by the City.

e) Less Than Significant Impact. No other impacts have been identified that would require the provision of new or physically-altered governmental facilities. New development projects will continue to be subject to sewer, transportation, and storm water impact fees.

Mitigation Measures

No mitigation measures are necessary because impacts to Public Services will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.16 – Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			☑	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			☑	

Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan*.

Environmental Setting

Parks and recreational services are management by the Community Services Department.

Discussion

a) **Less Than Significant Impact.** The project does not alter land use regulations related to population density or growth and is not intended to directly or indirectly induce population growth that could result in increased demand for recreational facilities. No further environmental analysis is required.

b) **Less Than Significant Impact.** The proposed project does not necessitate expansion of existing outdoor recreational facilities. Therefore, there will be no adverse physical effect on the environment caused by expansion or construction of outdoor recreational facilities. No further environmental analysis is required.

Mitigation Measures

No mitigation measures are necessary because Recreation impacts will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.17 – Transportation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a) Conflict with an applicable program plan, ordinance or policy establishing measures of effectiveness for the performance of addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			<input checked="" type="checkbox"/>	
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?			<input checked="" type="checkbox"/>	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?			<input checked="" type="checkbox"/>	

Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan* and Ganddini Group, *Specific Plan Area 5 Technical Memorandum* dated May 16, 2019.

Environmental Setting

Specific Plan 5 project area encompasses 11 parcels on approximately 19.13 acres, at the northeast corner of South Placentia Avenue and West Orangethorpe Avenue within the City of Placentia, County of Orange, California.

Discussion

a) **Less than Significant Impact.** The project involves modifying the standards and uses within Specific Plan 5 by adding hospitality uses to Parcel 9 and 11 and amending the maximum height from 50 feet to 75 feet within the Specific Plan area.

In accordance with the Orange County Congestion Management Program (CMP), a traffic impact analysis is required for CMP purposes for all proposed developments generating 2,400 or more daily trips (or 1,600 daily trips for developments with direct access to a CMP Highway System link). The study area for a CMP traffic impact analysis typically includes CMP roadway links where a project contributes three percent of Level of Service E capacity, which is generally 51 or more trips during the AM or PM peak hours. The net project trip generation associated with the proposed land use changes does not satisfy the Orange County CMP criteria. It is not intended to conflict with a program plan, ordinance or policy addressing the circulation system. No further environmental analysis is required.

b) **Less than Significant Impact.** Trip generation is a measure or forecast of the number of trips that begin or end at a particular site, and is a function of the extent and types of land use proposed as part of a project. Vehicular traffic generation characteristics for projects are estimated based on established rates. These rates identify the probable traffic generation of various land uses based on studies of developments in comparable settings. Vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact. Generally, projects within one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor should be presumed to cause a less than significant transportation impact. Projects that decrease vehicle miles traveled in the project area compared to existing conditions should be considered to have a less than significant transportation impact.

The City of Placentia Specific Plan 5 (SP-5) is currently developed; Parcel 9 has been vacated for redevelopment and Parcel 11 is currently occupied. Parcel 9 is approximately 2.72 acres with 35,073 square feet of building previously occupied by used-car dealership and repair land uses. Parcel 11 is approximately 0.73 acres with 12,965 square feet of building currently occupied with commercial retail land use and previously occupied by a car dealership. Currently, Parcel 9 has site access to Placentia Avenue and Orangethorpe Avenue and Parcel 11 has site access to Hundley Way. The proposed Zoning Code Amendment would allow for redevelopment of Parcels 9 and 11 with hospitality (hotel) land use. The Specific Plan 5 density for development of hospitality land uses is 0.85 FAR (floor area ratio). Based on a combined acreage of 3.45 acre, the maximum hospitality redevelopment potential is 127,740 square feet (150,282 x 0.85).

The number of trips associated with buildout pursuant to the Specific Plan zoning code (both current plan and proposed plan) is determined by multiplying an appropriate trip generation rate by the square footage which is determined by multiplying the appropriate floor to area ratio (FAR) to the parcel acreage. Trip generation rates were determined for daily trips and AM/PM peak hour trips for the currently approved and proposed amended land uses.

The number of trips forecast to be generated by the currently approved land use is determined by multiplying the trip generation rates by 150,282 square feet of car dealership (maximum allowable at 1.0 FAR). The number of trips forecast to be generated by the proposed amended land use is determined by multiplying the trip generation rates by 127,740 square feet of

hospitality (maximum allowable at 0.85 FAR). The key variable for estimating trip generation associated with a hotel use is the number of hotel rooms. Historically, the average hotel room size in the United States is approximately 350 square feet; however, new hotel construction is trending toward smaller rooms with some chains averaging 170-200 square feet per room. While the actual room size will ultimately depend on the hotel chain and design concept proposed, the maximum number of rooms estimated for purposes of this analysis is based on the total potential building area divided by an average of 200 square feet per room, resulting in a maximum total of 640 rooms between both parcels. This is a conservative estimate since a portion of the building would be used for lobby, kitchen, housekeeping, and other supporting services.

The maximum allowable currently approved car dealership land use is forecast to generate a total of approximately 4,067 daily trips, including 320 trips during the AM peak hour and 564 trips during the PM peak hour. The maximum allowable proposed amended hospitality land use is forecast to generate a total of approximately 5,350 daily trips, including 301 trips during the AM peak hour and 384 trips during the PM peak hour.

A trip generation comparison has been conducted between the current and proposed Specific Plan 5 (SP-5) Land Use Development Codes for Parcels 9 and 11. The net trip generation difference of build-out projections between the current and proposed Development Code is forecast to result in an increase of approximately 1,283 daily trips and a decrease of peak hours trips, including 19 fewer trips during the AM peak hour and 180 fewer trips during the PM peak hour.

Based on a comparison of maximum allowable development between the currently approved land uses for Parcels 9 and 11 (car dealership at 1.0 FAR) and the proposed amendment to allow hospitality land uses (hotel at 0.85 FAR), the proposed Specific Plan Amendment is forecast result in an increase of approximately 1,283 daily trips and a decrease of peak hours trips, including 19 fewer trips during the AM peak hour and 180 fewer trips during the PM peak hour. The code and specific plan amendments would not encourage significant traffic growth. There would be an incremental impact on Vehicle Miles Traveled (VMT), but would not result in a finding of inconsistency.

c) **No Impact.** A significant impact would occur if the proposed project substantially increased an existing hazardous geometric design feature or introduced incompatible uses to the existing traffic pattern. The design of the future development under the provisions of Chapter 23.105 of the Municipal Code would comply with all applicable City regulations. The project would not create or encourage any hazardous transportation-related design features or incompatible uses. No further environmental analysis is required.

d) **Less Than Significant Impact.** A significant impact would occur if the design of the proposed project would not satisfy emergency access requirements of the Orange County Fire Authority or in any other way threaten the ability of emergency vehicles to access and serve the project area or adjacent uses. The proposed project would not result in inadequate emergency access. The project would not propose or encourage any specific land uses or developments or transportation network modifications that would have the potential to result in deficient or inadequate emergency access routes. No further environmental analysis is required.

Mitigation Measures

No mitigation measures are necessary because Transportation impacts will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.18 – Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or?			<input checked="" type="checkbox"/>	
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.			<input checked="" type="checkbox"/>	

Sources

Information used to prepare this section is from the following sources: Notice of Project Applications to Native American Tribes and *City of Placentia General Plan*.

Environmental Setting

As of July 1, 2015, California Assembly Bill 52 (AB 52) was enacted and expanded CEQA by establishing a formal consultation process for California tribes within the CEQA process. The bill specifies that any project may affect or cause a substantial adverse change in the significance of a tribal cultural resource would require a lead agency to “begin consultation with a California Native American tribe that is traditional and culturally affiliated with the geographic area of the proposed project.” Section 21074 of AB 52 also defines a new category of resources under CEQA called “tribal cultural resources.” Tribal cultural resources are defined as “sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe” and is either listed on or eligible for the California Register of Historical Resources or a local historic register, or if the lead agency chooses to treat the resource as a tribal cultural resource.

On February 19, 2016, the California Natural Resources Agency proposed to adopt and amend regulations as part of AB 52 implementing Title 14, Division 6, Chapter 3 of the California Code of Regulations, CEQA Guidelines, to include consideration of impacts to tribal cultural resources pursuant to Government Code Section 11346.6. On September 27, 2016, the California Office of Administrative Law approved the amendments to Appendix G of the CEQA Guidelines, and these amendments are addressed within this environmental document.

Discussion

a) **Less Than Significant Impact.** Project implementation would not result in any specific construction activities involving extensive excavation, and therefore would not be anticipated to significantly affect or destroy any Native American tribal cultural resources. The proposed code and specific plan changes related to Specific Plan 5 are congruent with existing development regulations regarding excavation and grading. While the probability of encountering a tribal cultural resource or human remains is low, any occurrence or discovery is subject to existing protections under California law. No further environmental analysis is required.

b) **Less Than Significant Impact.**

In compliance with AB 52, the City of Placentia distributed letters to two Native American tribes notifying each tribe of the opportunity to consult with the City regarding the proposed project. The tribes were identified based on previously requests to be notified of future projects proposed by the City. The City has no substantial evidence of any significant resource impacted by this change to the zoning code and specific plan. During the discretionary review of any subsequent development project, the City will provide locational information to potentially impacted tribal officials and will conduct formal consultation, as may be requested. No further environmental analysis is required at this time.

Mitigation Measures

No mitigation measures are necessary because impacts to Tribal Cultural Resources will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.19 – Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				

a) Require or result in the relocation or construction of new or expanded water, or wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			<input checked="" type="checkbox"/>	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			<input checked="" type="checkbox"/>	
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			<input checked="" type="checkbox"/>	
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			<input checked="" type="checkbox"/>	
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?			<input checked="" type="checkbox"/>	

Sources

Information used to prepare this section is from the following sources: Placentia General Plan.

Environmental Setting

Specific Plan 5 project area encompasses 11 parcels on approximately 19.13 acres, at the northeast corner of South Placentia Avenue and West Orangethorpe Avenue within the City of Placentia, County of Orange, California.

The following utilities/infrastructure systems and services are available to the Project:

- Water/Sewer Golden State Water
- Electricity Southern California Edison
- Natural Gas The Gas Company
- Telephone/Communications Verizon, or other contract services

Discussion

a) thru e) **Less Than Significant Impact.** The project involves regulating permitted land uses and structure heights within Specific Plan 5. The text amendments would not be expected to place an undue burden on any utility or service system. The City of Placentia is an urbanized setting with all utilities and services fully in place. Future demands for utilities and service systems have been anticipated in the General Plan goals, policies and programs for future growth. No further environmental analysis is necessary.

Mitigation Measures

No mitigation measures are necessary because impacts to Utilities will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.20 – Wildfire

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?			☑	
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from wildfire or the uncontrolled spread of wildfire?			☑	
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may result temporary or ongoing impacts to the environment?			☑	
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?			☑	

Sources

Information used to prepare this section is from the following sources: *City of Placentia General Plan* and CALFIRE Fire Hazard Severity Zone (FHSZ) Viewer.

Environmental Setting

The project site is located within an urbanized area of the City of Placentia and is not located within a fire hazard zone, as identified on the latest Fire Hazard Severity Zone (FHSZ) maps prepared by the California Department of Forestry and Fire Protection (CALFIRE).

Discussion

a) thru d) **Less Than Significant Impact.** The project site is located within an urbanized area of the City of Placentia and is not located within a fire hazard zone, as identified on the latest Fire Hazard Severity Zone (FHSZ) maps prepared by the California Department of Forestry and Fire Protection (CALFIRE). There are no wildland conditions in the urbanized area that the project area is located. The project would not be expected to impair emergency plans, exacerbate wildfire risks or expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of wildfire. The project would not require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may result temporary or ongoing impacts to the environment. The project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. The project area is relatively flat and characterized with slopes that are not high (less than 10 percent) or steep. Therefore this impact would be less than significant and no mitigation is required.

Mitigation Measures

No mitigation measures are necessary because impacts to Wildfires will be less than significant.

Level of Significance After Mitigation

Not Applicable

4.21 – Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			☑	

<p>b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p>			<input checked="" type="checkbox"/>	
<p>c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</p>			<input checked="" type="checkbox"/>	

Sources

Information used to prepare this section is from Sections 4.1 through 4.20 above.

Discussion

a) **Less Than Significant.** The proposed project would not substantially impact any scenic vistas, scenic resources, or the visual character of the area, as discussed in Section 4.1, and would not result in excessive light or glare. The project is located within an urbanized area. The project would not significantly impact any sensitive plants, plant communities, fish, wildlife or habitat for any sensitive species, as discussed in Section 4.4. The environmental analysis provided in Section 4.2 concludes that impacts related to emissions of criteria pollutants and other air quality impacts will be less than significant. Sections 4.8 and 4.10 conclude that impacts related to climate change and hydrology and water quality will be less than significant. Based on the preceding analysis of potential impacts in the responses to items 4.1 thru 4.20, no evidence is presented that this project would degrade the quality of the environment. The City hereby finds that impacts related to degradation of the environment, biological resources, and cultural resources will be less than significant.

b) **Less Than Significant.** Cumulative impacts can result from the interactions of environmental changes resulting from one proposed project with changes resulting from other past, present, and future projects that affect the same resources, utilities and infrastructure systems, public services, transportation network elements, air basin, watershed, or other physical conditions. Such impacts could be short-term and temporary, usually consisting of overlapping construction impacts, as well as long term, due to the permanent land use changes involved in the project. The proposed text amendments will generally result in less than significant environmental impacts, as discussed herein. Impacts related to noise will be less than significant and therefore will not contribute substantially to any other concurrent construction programs that may be occurring in the vicinity. Short-term impacts related to pollutant emissions will be less than significant and will not exceed maximum thresholds.

The proposed project would not significantly cumulatively affect the environment. Water supplies have been studied in the Urban Water Management Plans. Continued efforts towards water conservation, as required by State law, would reduce water demands; the project would result in a less than significant cumulative impact on water supply and other resources. As indicated in Section 4.17 herein, the proposed project would not result in any significant traffic impacts to transportation. Long-term cumulative effects will have a less than significant impact on air quality. Adherence to all conditions recommended, the cumulative impacts can be less than significant. The project zoning code and specific plan amendments would not contribute to any cumulative growth effects beyond what is anticipated for the City’s future in the General Plan.

c) **Less Than Significant.** Based on the analysis of the proposed project's impacts in the responses to items 4.1 thru 4.20, there is no indication that this project could result in substantial adverse effects on human beings. The land use requirements of this project would not directly or indirectly cause any substantial adverse effects on human beings. For this reason, the City has concluded that this project can be implemented without causing significant adverse environmental effects and determined that the Negative Declaration is the appropriate type of CEQA documentation.

5 References

5.1 – List of Preparers

City of Placentia (Lead Agency)

City of Placentia, Development Services Department
401 East Chapman Avenue, Placentia, California 92870
Attention: Joseph M. Lambert, Director of Development Services

PGN (Environmental Analysis)

PO Box 2473
Menifee, CA 92586

5.2 – Persons and Organizations Consulted

California State Department of Conservation. California Geological Survey, EQ Zapp: California Earthquake Hazards Zone Application for identification of Alquist-Priolo Earthquake Fault Zones. Updated April 4, 2019. (<https://maps.conservation.ca.gov/cgs/EQZApp/app/>)

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UC Davis Soil Resource Laboratory, SoilWeb, <http://casoilresource.lawr.ucdavis.edu/gmap/>.

United States Fish & Wildlife Service, Environmental Conservation Online System.

United States Fish and Wildlife Service, FWS Critical Habitat for Threatened & Endangered Species. (<http://criticalhabitat.fws.gov/>)

United State Fish & Wildlife Services. Habitat Conservation Plans: Summary Report. <www.ecos.fws.gov/conserv_plans/servlet/gov.doi.hcp.servlets.PlanReport> [Accessed March 1, 2019]

United States Fish and Wildlife Service, National Wetlands Inventory, Wetlands Mapper.

United States Geological Survey (USGS) Placentia, California Quadrangle, 1981.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 23, 2019

SUBJECT: **SECOND READING AND ADOPTION OF ORDINANCE NO. O-2019-06, WHEREBY AMENDMENT TO THE CITY OF PLACENTIA MUNICIPAL CODE (PMC) SHALL BE MADE, BY ADDING CHAPTER 23.71 (SHORT-TERM RESIDENTIAL RENTALS – LICENSED USE) AND CHAPTER 6.45 (SHORT-TERM RESIDENTIAL RENTALS) RELATING TO SHORT-TERM RESIDENTIAL RENTALS AND MAKING CONFORMING CHANGES TO CHAPTERS 23.10 (“R-A” – RESIDENTIAL AGRICULTURAL DISTRICT), 23.12 (“R-1” – SINGLE FAMILY RESIDENTIAL DISTRICT), 23.15 (“R-2” – LOW-MEDIUM DENSITY MULTIPLE-FAMILY DISTRICT), 23.18 (“R-G” – MEDIUM DENSITY MULTIPLE-FAMILY), 23.21 (“R-3” – HIGH DENSITY MULTIPLE-FAMILY), 23.25 (“RPC” – RESIDENTIAL PLANNED COMMUNITY DISTRICT), 23.72 (“PUD” – PLANNED UNIT DEVELOPMENT DISTRICT), 23.106 (“SP-6” – SPECIFIC PLAN 6), 23.107 (“SP-7” – SPECIFIC PLAN 7), 23.108 (“SP-8” – SPECIFIC PLAN 8), AND 23.110 (“SP-10” – SPECIFIC PLAN 10), 23.111 (“TOD” – TRANSIT ORIENTED DEVELOPMENT PACKING HOUSE DISTRICT), AND 23.112 (“OT” – OLD TOWN PLACENTIA REVITALIZATION PLAN)**

FISCAL

IMPACT: Potential for approximately \$31,600 in net revenue from Transient Occupancy Tax

SUMMARY:

This ordinance would amend the Placentia Municipal Code (PMC) regarding the regulation of Short-Term Rentals. Currently, the City prohibits residences utilized for the purposes of a short-term rental in that the Placentia Municipal Code is “silent” on the matter. ZCA 2019-02 would regulate these properties to ensure that all short-term rentals are accounted for in City records, and that no property operating as a short-term rental creates adverse impacts to surrounding residential neighborhoods. On July 9, 2019, the City Council held a public hearing in which public comments were received and the City Council approved the first reading of the ordinance. The recommended actions would approve the second reading and adoption of the ordinance, to take effect on August 23, 2019, and would make the finding that adoption of the ordinance is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA), Section 15061 (b)(3).

**1. f.
July 23, 2019**

RECOMMENDATION:

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

Waive full reading, by title only, and adopt Ordinance No. O-2019-06, an Ordinance of the City Council of the City of Placentia, California, adopting a Categorical Exemption pursuant to CEQA Guidelines Section 15061 (b)(3) for the proposed project and amending the City of Placentia Municipal Code (PMC), by adding Chapter 23.71 (Short-Term Residential Rentals – Licensed Use) and Chapter 6.45 (Short-Term Residential Rentals) relating to Short-Term Residential Rentals and making conforming changes to Chapters 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 and 23.112 of the Municipal Code.

BACKGROUND:

On June 11, 2019, the Planning Commission conducted a public hearing regarding Zoning Code Amendment (ZCA) 2019-02, and recommended approval of the ZCA and also recommended that the City Council find that adoption of the ZCA is exempt from environmental review pursuant to the provisions of the CEQA, Section 15061 (b)(3). On July 9, 2019, the City Council held a public hearing in which public comments were solicited, and the City Council approved the first reading of the ordinance.

The utilization of homes for Short-Term Rentals (“STR”) can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy, promoting travel and tourism, and supporting the local tourism industry and business community. STRs can also provide homeowners an opportunity to maintain ownership of property in difficult economic circumstances. It is in the public interest that STRs be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of STR properties on other properties to the surrounding neighborhoods in which they are located.

City Staff obtained preliminary information regarding existing non-permitted STRs operating in the City from Host Compliance, LLC (Host Compliance), which is one of several vendors that the City has collaborated with in identifying and managing STRs operating within the City. Their data indicates 56 unique STRs are currently operating citywide, of which 46% are entire home rentals and the remainder are single bedroom(s) or guest quarters rentals. The average rate charged for these rentals is \$89 per day. The data indicates that Airbnb is currently the most popular rental website used for posting STRs in the City, with 75% of the rentals utilizing the website for rental postings. However, as the market continues to diversify with an increasing number of websites offering short-term rental advertising, the number of websites posting properties in the City continues to increase. Frequently, a property will be listed on several short-term rental websites at the same time.

After meeting with and attending webinars with several providers including HdL and Host Compliance, Staff is recommending that the City enter into an agreement to employ the services of Host Compliance who is a third-party operator that aids in the registration and regulation of STRs. Utilizing a service such as Host Compliance to help regulate and administer STRs will

result in a net savings to the City as the STRs will generate more than enough revenue annually through user fees and transient occupancy tax (TOT) to cover the cost of services provided by Host Compliance.

DISCUSSION:

Land Use Regulatory Issues

While for the most part STR operators are good neighbors, there are generally some concerns about allowing STRs within residential neighborhoods, based on Staff research. To protect residential properties from objectionable influences such as undue noise, traffic, and parking impacts, and to ensure the continued residential character of the zone, the proposed ordinance has addressed these issues by prohibiting STRs for temporary activities. Temporary activities include, but are not limited to, weddings, corporate events, and birthday parties. In addition to compliance with PMC Chapter 10.32 (Noise) and PMC Chapter 23.76 (Noise Control), Staff has prohibited the use of sound amplification, either inside or outside, of the STR. If an STR operator or renter operates outside of these limits, they will be subject to code enforcement action and administrative citations as outlined by 6.45.170 of the draft ordinance.

Section 6.45.120 of the draft ordinance regulates overnight occupancy of STRs to two (2) persons per bedroom with an exception for children under the age of six (6), who may additionally occupy the premises; and no additional occupants shall be permitted at the STR during the hours of 11:00 p.m. to 6:00 a.m. Any advertisement for an STR that is found to advertise an occupancy above that of two persons per bedroom will be in direct violation of the Municipal Code and will be subject to an administrative citation or possible revocation of their business license and operating permit.

Upon successful registration, the City may issue a Short-Term Residential Rental Operating Permit to the owner of the subject property on a first in time and first in right basis. Notwithstanding any provisions of this Code to the contrary, the City reserves the right to deny a short-term residential rental permit to an applicant if it is determined that the geographic area within a 300-foot radius of the site being considered for registration has an overconcentration of short-term residential rental uses.

CEQA:

The proposed zoning code amendment was reviewed by Staff in accordance with the requirements of CEQA. Based on that review, the proposed code amendments are not expected to create a negative impact on the physical environment, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The Planning Commission recommended adoption of a Categorical Exemption for this project. Therefore, Staff and the Planning Commission recommend that the City Council find that adoption of the ordinance is exempt from environmental review pursuant to the provisions of CEQA Section 15061 (b)(3).

Prepared by:



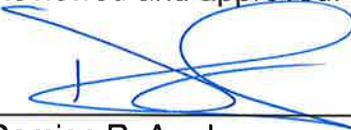
Arlen Beck
Planning Technician

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance O-2019-06 – Draft ordinance regulating Short Term Rentals

ORDINANCE NO. O-2019-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, AMENDING THE CITY OF PLACENTIA MUNICIPAL CODE (PMC), BY ADDING CHAPTER 23.71 (SHORT-TERM RESIDENTIAL RENTALS – LICENSED USE) AND CHAPTER 6.45 (SHORT-TERM RESIDENTIAL RENTALS) RELATING TO SHORT-TERM RESIDENTIAL RENTALS AND MAKING CONFORMING CHANGES TO CHAPTERS 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 AND 23.112 OF THE MUNICIPAL CODE

City Attorney Summary

This Ordinance (Ordinance No. O-2019-XX) would add Chapter 23.71 and Chapter 6.45 to the City of Placentia Municipal Code to define, allow and regulate Short Term Rentals as a permitted use. Additionally, this Ordinance would make conforming changes (related to Short Term Rentals) to Chapters 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 and 23.112 of the Placentia Municipal Code.

WHEREAS, the City of Placentia ("City") has the authority under Article 11, Section 5 of the California Constitution and the City Charter to make and enforce all ordinances and regulations with respect to municipal affairs; and

WHEREAS, the City has the authority to regulate land uses and businesses operating within the City; and

WHEREAS, short-term residential rentals of private residences are business ventures that are presently not a permitted use in any residential zone of the City; and

WHEREAS, short-term residential rental arrangements (also called commercial transient housing arrangements) are not traditional rentals or leases that convey a real property interest, but rather they are overnight accommodations offered for hire for periods 29 days or less pursuant to a license. In this respect, they are quite similar to a hotel, motel, or bed and breakfast; and

WHEREAS, the Placentia City Council now seeks to permit the short-term rental use of certain legally permitted dwelling units throughout the City of Placentia in order to facilitate the booking of reservations for such uses through internet-based booking platforms, and promote tourism and economic vitality in the City; and

WHEREAS, the short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy, promoting travel and tourism and supporting the local tourism industry and business community; and

WHEREAS, the short-term rental of homes can provide homeowners an opportunity to maintain ownership of property in difficult economic circumstances; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals; and

WHEREAS, the City Council recognizes that unregulated short-term rentals can create disproportionate impacts related to their size, excessive occupancy, and lack of proper facilities; and

WHEREAS, the presence of unregulated short-term rentals of residential dwelling units in established residential neighborhoods can create negative compatibility impacts and nuisance violations, among which include, but are not limited to, excessive noise, on-street parking, accumulation of trash, and diminished public safety; and

WHEREAS, the conversion of long-term housing units to short-term rentals will result in the loss of long-term housing for Placentia residents; and

WHEREAS, it is in the public interest that short-term rental uses be regulated in order to help preserve housing for long-term tenants and to minimize any potential deleterious effects of short-term rental properties on other properties in the surrounding neighborhoods in which they are located; and

WHEREAS, the City Council finds that there is a substantial interest in furthering the public health, safety and welfare by controlling density, by protecting the residential character of areas designated for residential use, by promoting home ownership and providing appropriate housing stock to meet the needs of the City, by establishing and enforcing minimum life safety standards, and by preserving the long-term rental housing market located within the City.

WHEREAS, short-term residential rentals of private residences within the City are subject to the City's business licensing ordinance; and

WHEREAS, short-term occupancies of private residences within the City are subject to the City's transient occupancy tax; and

WHEREAS, the City desires and intends to amend the Placentia Municipal Code to make express and clarify provisions concerning short-term residential rentals, promote accurate collection of the transient occupancy tax, and enhance and maintain the residential character of its residential zones by providing regulations for short-term residential rentals within the City.

WHEREAS, the Planning Commission conducted a duly noticed public hearing on June 4, 2019 regarding the proposed ordinance and recommended that the City Council adopt this Ordinance. The City Council thereafter conducted a duly noticed public hearing on July 9, 2019 regarding this Ordinance;

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

SECTION 1. Chapter 6.45 of the Placentia Municipal Code is added in its entirety as follows:

**Chapter 6.45
SHORT-TERM RESIDENTIAL RENTALS**

Sections:

- 6.45.010 Violation – Nuisance – Applicability.**
- 6.45.020 Short-term residential rental, definitions.**
- 6.45.030 Conditions of operation.**
- 6.45.040 Business license.**
- 6.45.050 Registration.**
- 6.45.060 Personal availability.**
- 6.45.070 Notice to occupants.**
- 6.45.080 Transient occupancy tax.**
- 6.45.090 (Reserved)**
- 6.45.100 Signs/Advertisement.**
- 6.45.110 Noise.**
- 6.45.120 Occupancy.**
- 6.45.130 Maintenance of residential character.**
- 6.45.140 Minimum duration of rental.**
- 6.45.150 Parking.**
- 6.45.160 Revocation of Short-term residential rental permit and business license.**
- 6.45.170 Administrative citation.**
- 6.45.180 Master Associations.**
- 6.45.190 Reserved.**
- 6.45.200 Common Interest Developments.**
- 6.45.210 Unlicensed Rentals.**
- 6.45.220 Ordinance sunset.**

6.45.010 Violation—Nuisance—Applicability.

It is unlawful and a violation of this Chapter, and is hereby declared a public nuisance, for any person or entity owning, renting, leasing, occupying, or having charge, control or possession of any real or improved property within the City of Placentia to cause, permit, maintain or allow any violation of this Chapter to exist thereon. Any violation of this Chapter is punishable as a misdemeanor and/or as otherwise permitted by this Code. Each and every violation of this Chapter that exists constitutes a separate and distinct violation as does each and every day, or portion thereof that any violation exists.

6.45.020 Short-term residential rental, definitions.

The following words and phrases, whenever used in this Chapter, shall have the meaning defined in this Section unless the context clearly requires otherwise:

"Advertise" means the act of drawing the public's attention to a short-term rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

"Booking Service" means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

"City" means the City of Placentia.

"Code" means the Placentia Municipal Code.

"Common Interest Development" means a residential development that is subject to the Davis-Stirling Act of the State of California, and where there exists a common area owned by an association or owners of separate interests, there has been recorded a declaration and final subdivision map, there has been conveyed to each homeowner a separate interest coupled with an interest in the common area or membership in the association, and there is a board of directors elected by the association of homeowners.

"Good Neighbor Brochure" means a document prepared by the City, as may be revised from time to time, that summarizes the general rules of conduct, consideration and respect pertaining to the use and occupancy of the short-term rental units.

"Hosting Platform" means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform. Hosting Platform also means a marketplace that is created for the primary purpose of facilitating the short-term rental of a residential unit offered for occupancy for tourist or transient use for compensation to the offeror of that unit, and the operator of the hosting platform derives revenues, including booking fees or advertising revenues, from providing or maintaining that marketplace. "Facilitating" includes, but is not limited to, the act of allowing the offeror of the residential unit to offer or advertise the residential unit on the Internet Web site provided or maintained by the operator.

"Local contact person" means the person designated by the Owner, or Owner's authorized agent, who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding within one (1) hour to complaints regarding the condition, operation, or conduct of occupants of the Short-term residential rental unit; and (2) taking any remedial action necessary to resolve any such complaints.

"Managing agency or agent" means a person, firm, or agency representing the Owner of the Short-term residential rental, or a person, firm, or agency owning or operating more than one (1) Short-term residential rental.

"Master Association" means any entity which has written and valid contractual jurisdiction and authority to act on behalf of common interest developments and to exclusively manage all Short-term residential rentals within that entire common interest development, as defined in this Section 6.45.020, and development and promptly respond in the event of Short-term residential rental violations or problems.

"Multiple Rentals" means the ownership or controlling interest of any number of real properties in excess of one residential property in the City used for purposes of Short-term residential rentals as defined in this Chapter 6.45.

"Occupant" means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or name in any lease, contract or other legal document to be considered an occupant.

"Owner" means any person or entity having fee-title ownership and/or appearing on the last equalized assessment roll of Orange County showing controlling interest of the Premises.

"Owner's authorized agent," or "manager," or "managing agency" means an individual or business entity, or their representative, appointed by an Owner to solicit applications, execute agreements, or otherwise act on Owner's behalf in the rental of property as a Short-term residential rental.

"Premises" means the actual single-family house or other residential dwelling unit, including all of its improved real property, which is used as a Short-term residential rental.

"Responsible person" means the signatory of a short-term rental agreement for the use and occupancy of a short-term rental unit, who shall be an occupant of the subject short-term rental unit, and is legally responsible for ensuring that all occupants of the short-term rental unit, and/or their guests, comply with all applicable laws, rules and regulations pertaining to the use and occupancy of subject short-term rental unit, and who may be held liable for any violation of all applicable laws, rules and regulations set forth in this Chapter.

"Short-term residential rental" means the rental of a residential dwelling unit by the Owner thereof to another party for a continuous period of less than thirty (30) days in the aggregate, in exchange for any form of monetary or non-monetary consideration such as, but not limited to, trade, fee, swap or any other in lieu of cash payment; and also means "Hotel" as that term is defined in section 3.20.10 of the Municipal Code.

"Transient occupancy tax" means the tax levied by the City in accordance with Chapter 3.20 of the Municipal Code. This tax is levied upon individuals or businesses engaged in the sale of sleeping accommodations to the public.

6.45.030 Locations and Conditions of operations of Short-term residential rentals.

- (a) Pursuant to this Chapter and any other applicable provisions of this Code, short-term residential rentals are permitted in those zones identified in Chapter 23.71 only if the requirements of this Chapter are met.
- (b) The requirements of this Chapter shall be met before a Short-term residential rental of a premises is permitted.
- (c) Pursuant to this Chapter and any other applicable provisions of this Code, multiple rentals under one Short-term Residential Rental permit are prohibited. Each Short-term Residential Rental shall require a unique permit and business license.
- (d) Notwithstanding any provisions in this Chapter to the contrary, Short-term residential rentals shall be permitted pursuant to business licenses and Short-term residential rental permits issued by the City in any new development containing at least ten (10) residential units, unless the City Council expressly prohibits Short-term Residential Rentals in a Development Agreement or as a condition in a Use Permit.

6.45.040 Business license.

- (a) Business license required for Short-term residential rentals. The Short-term residential rental of any Premises in the City is deemed to be a "business" as defined in Chapter 6.04 of this Code. It is unlawful for any person or entity, including, without limitation, the Owner of a Premises and Managing agency or agent, to engage in the business of Short-term Residential Rentals without first obtaining and maintaining both a valid business license from the City pursuant to Chapter 6.04 of this Code for the purpose of operating any number of Short-term Residential Rentals and an operating permit for each property to be used as a Short-term Residential Rental. The business license and operating permit or copy thereof shall be prominently displayed in a visible location at the Short-term residential rental Premises during any periods of occupancy thereof by any person other than the Owner(s) of the premises. At no time shall the Short-term residential rental be used for temporary activities such as weddings, receptions, and large parties attended by more than the occupants of the Short-term residential rental.
- (b) Penalty for violation. Failure to obtain and maintain a business license or continuing to operate a Short-term residential rental business after suspension or revocation of a business license, knowingly or intentionally misrepresenting to any officer or employee of this City any material fact in procuring a business license for Short-term residential rentals, or failing to pay the full amount of any business license tax when due, shall be punishable in accordance with the provisions of Section 6.04.240 of this Code. An action against an Owner or any permittee of a business license for Short-term residential rentals who is in violation of any of the provisions of this Section may be brought pursuant to Chapter 8.06 or Section 6.04.240 of this Code, in addition to the business license suspension and revocation proceedings described in Section 6.45.160. Nothing herein shall be construed to limit the City's right to pursue any and all code enforcement or any and all available remedies at law.

6.45.050 Registration.

On a written form prepared by the Director of Development Services or his/her designee, of the City, the Owner shall register with the City as the point of contact for the Short-term Residential Rental Premises and shall be responsible for all requirements of this Chapter. However, such registration is deemed satisfied if accomplished by a Managing agency or agent on behalf of the Owner. The Owner of the Premises shall retain primary responsibility for all requirements of this Code related to Short-term residential rentals, notwithstanding registration by a Managing agency or agent. There shall be no subleasing of any Premises for Short-term residential rental purposes; instead, only a rental agreement executed by the Owner shall be permitted for any Premises when used for Short-term residential rentals. A fee may be established by resolution of the City Council to cover costs of processing the registration. Either the Owner of the Premises or a Managing agency or agent shall provide all of the following information to the City at the time of registration, and shall promptly upon change of any such information update such information to maintain accuracy:

- (a) Full legal name of the Owner of the Premises and if a business entity or trust, the individual who has responsibility to oversee its ownership of the Premises; and
- (b) Street and mailing addresses of the Owner of the Premises; and
- (c) Telephone number of the Owner of the Premises; and
- (d) Email address of the Owner of the Premises; and
- (e) Full legal name or business name of a Managing agency or agent, if any; and
- (f) Street and mailing addresses of a Managing agency or agent, if any; and
- (g) Telephone number of a Managing agency or agent, if any; and
- (h) Street and mailing addresses of the Short-term residential rental Premises; and
- (i) Telephone number of the Short-term residential rental Premises; and
- (j) List of all online websites used to advertise Premises for Short-term residential rental along with all listing numbers; and
- (k) Full name and telephone number of 24-hour emergency Local contact person; and
- (l) Submit a Transit Occupancy Tax (TOT) registration fee as set by resolution of the Placentia City Council; and
- (m) Submit a Short-term residential rental registration fee as set by resolution of the Placentia City Council; and
- (n) Any other contact information the City may reasonably require.
- (o) Provide the Uniform Resource Locator (URL), (i.e. the web site address) for any and all advertisements of the short-term residential rental.
- (p) Proof of insurance.**

Amended by
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Commission
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A current business license, TOT registration and Good Neighbor Brochure shall be hung and/or placed in a conspicuous location within the Premises at all times of the Short-term residential rental business operation. In addition, each Responsible person for the Premises shall be provided with a copy of the City's Good Neighbor Brochure by the Owner or Managing agency or agent.

The Owner or Managing agency or agent shall provide language in their rental agreement allowing for immediate termination of the rental contract, and immediate eviction upon any violation of the Municipal Code by any occupant. The Responsible person shall acknowledge

understanding of all Placentia Short-term residential rental rules and their liability for any fines incurred by occupants.

Upon successful registration, the City may issue a short-term residential rental operating permit to the owner of the Premises on a first in time and first in right basis. Notwithstanding any provisions of this Code to the contrary, the City reserves the right to deny a short-term residential rental permit to an applicant if it is determined that the geographic area within a 300-foot radius of the Premises being considered for registration has an overconcentration of short-term residential rental uses.

6.45.060 Personal availability.

- (a) For each Short-term residential rental, a Local contact person shall be available by telephone on a seven (7) day per week, twenty-four (24) hour per day basis to respond to public safety calls, nuisances, or other complaints regarding the use, condition, operation, or conduct of occupants on the Premises. The Local contact person shall respond within one (1) hour to satisfactorily correct any alleged nuisance or violation of this Chapter by occupants occurring at the Premises. If the Local contact person does not respond within one (1) hour or does not satisfactorily correct the alleged nuisance or violation pertaining to the call, the Owner shall be subject to citation pursuant to Section 6.45.170 of this Code.
- (b) The Local contact person shall be physically present within the geographical limits of the City during the term of the Short-term residential rental or be otherwise physically available to respond by visiting the Premises in person, at the request of the City or the City's police authority, within one (1) hour of contact concerning any alleged nuisance or violation of this Chapter.

6.45.070 Notice to occupants.

The Owner or Managing agency or agent shall provide the Responsible person of a Short-term residential rental with the following information prior to occupancy of the Premises and shall post such information in a conspicuous place within the dwelling on the premises:

- (a) The name of the Owner or Managing agency or agent and a telephone number at which each may be reached on a seven (7) day per week, twenty-four (24) hour per day basis; and
- (b) Notification of the maximum number of overnight and daytime occupants permitted on the Premises pursuant to this Chapter; and
- (c) Notification of the City's noise standards, as provided in Chapter 23.76 of this Code, as may be amended from time to time; and
- (d) Notification of the parking standards of this Chapter; and
- (e) A copy of this Chapter of the Placentia Municipal Code, as may be amended from time to time; and

- (f) Notification that an occupant may be cited or fined by the City, in addition to any other remedies available at law, for violating any provisions of this Chapter; and
- (g) A copy of the "Good Neighbor Brochure"; and
- (h) The Owner or Managing agency or agent shall keep on file a signed agreement acknowledging that the Responsible person and occupants agree to the general rules summarized in the Good Neighbor Brochure and rental contract, including without limitation the immediate termination provision in the rental contract for any violation of the Municipal Code by any occupant.

6.45.080 Transient Occupancy Tax.

All Short-term residential rentals shall be subject to the City's Transient Occupancy Tax (TOT) as required by Chapter 3.20 of this Code. The Owner or Managing agency or agent shall report and remit TOT to the City, even if a zero balance exists for the reporting period, once per quarter, on or before the 30th day following the dates of March 31, June 30, September 30, and December 31 of each year, on a form prepared by the City or in a manner otherwise acceptable to the City. Any Owner(s) or Managing agency or agent on behalf of Owner(s), who fails to report and remit TOT, or submit a form indicating a zero balance, concerning a Premises with a registered operating permit, subject to Section 6.45.040 of this Code, within three (3) days of written notification of delinquency from the City, shall have their operating permit for the subject Premises revoked. Such written notification will be mailed by Certified U.S. Mail to the address(es) provided to the City pursuant to Section 6.45.050 of this Code.

6.45.090 Reserved.

6.45.100 Signs/advertisement.

No sign, as that term is defined in Section 17.04.030 of this Code, shall be posted on the Premises to advertise the availability of the Short-term residential rental unit to the public.

All advertisement, including online advertisement, shall include the following information:

- (a) The assigned Short-term residential rental permit number; and
- (b) The number of occupants allowed to occupy the Short-term residential rental.
- (c) Any sign or advertisement in violation of this Chapter shall be subject to a citation pursuant to Section 6.45.170 of this Code.

Amended by
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Commission
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No Owner, Managing Agent, person, entity, Responsible Party, or Hosting Platform shall advertise a short-term residential rental situated within the City that is not licensed pursuant to this Chapter. All Hosting Platforms shall provide the following information in a notice to any owner listing a Short-term Rental located within the City of ~~Whittier~~ **Placentia** through the Hosting Platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: THE "SHORT-

TERM RESIDENTIAL RENTALS" CHAPTER OF THE PLACENTIA MUNICIPAL CODE PROHIBITS THE SHORT-TERM RENTAL OF RESIDENTIAL PREMISES WITHIN THE CITY OF PLACENTIA UNLESS

THE CITY HAS ISSUED BOTH A BUSINESS LICENSE AND OPERATING PERMIT, AND THE OWNER PAYS TRANSIENT OCCUPANCY TAX. The Operating Permit License Number assigned by the City to a Short-term Residential Rental must be displayed on any Hosting Platform's website where said short-term rental is advertised. Each Short-term Residential Rental shall have a unique operating permit number.

6.45.110 Noise.

It is unlawful for any Owner, occupant, renter, lessee, person present upon, or person having charge or possession of the Premises to make or continue or cause to be made or continued any loud, unnecessary or unusual noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area, or violates any provision of Chapter 10.32 (Noise), or Chapter 23.76 (Noise Control) of this Code. For the purposes of determining whether a violation of this Section has occurred, the standards set forth in Chapter 10.32 and/or Chapter 23.76 of this Code. Fines for violation of the noise provisions in the Municipal Code, as applicable to Short-term Code shall apply residential rentals shall be those established pursuant to Section 6.45.170 of this Code.

Sound amplification, either inside or outside the short-term rental is prohibited.

6.45.120 Occupancy.

The maximum overnight occupancy on the Premises of the Short-term residential rental, from the hours of 11:00 p.m. through 6:00 a.m. on the following morning, shall not exceed two (2) persons per bedroom with an exception for children under the age of six (6) who may additionally occupy the premises, and no additional occupants shall be permitted on the Premises during such hours. In any advertising concerning the Premises for Short-term residential rental, the Owner or Managing agency or agent shall advertise the maximum number of overnight occupants allowed as set forth above.

6.45.130 Maintenance of residential character.

The appearance of the Premises shall not conflict with the residential character of the neighborhood, either by the use of colors, materials, lighting, landscaping, window coverings or otherwise. All applicable development, design, and landscaping standards, including, but not limited to, Chapter 23 of this Code, are expressly made applicable to a Premises used for Short-term residential rentals.

Trash and refuse shall be stored outside of public view, except in proper trash containers for the purpose of collection of the trash haulers during the day the trash is collected.

Occupants shall not utilize any vehicle, tent, or other portable structure for a dwelling unit on the grounds of the Premises.

Premises may only be used for residential lodging and shall not be used for weddings, receptions, commercial functions, advertised conferences, or similar purposes. The condition of the Premises shall comply with all applicable fire, building and other health and safety laws,

including all required building and fire permits; and Owner shall consent to inspection by the City upon request to verify compliance with the City's short-term residential rental requirements.

6.45.140 Minimum duration of rental.

The duration of any lease or rental of Premises as a Short-term residential rental registered pursuant to Sections 6.45.040 and 6.45.050 of this Code shall be for a minimum of one (1) night and two (2) consecutive days during which time there shall be no overlapping leases or rental of the Premises. In any advertising concerning the availability of the Premises for Short-term residential rental, the Owner or Managing agency or agent shall advertise the minimum number of rental nights and days set forth in this subsection.

6.45.150 Parking.

During the term of any Short-term residential rental, a maximum of one (1) vehicle per bedroom shall be permitted for the Premises, and no additional vehicles shall be permitted. All vehicles of occupants of the Short-term residential rental shall be parked only in an approved driveway or garage on the Premises.

6.45.160 Revocation of Short-term residential rental permit and business license.

- (a) Grounds for Revocation. In addition to any other penalty authorized by law, a permit and business license for a Short-term residential rental may be revoked by the City if the Director of Development Services finds, after notice to the licensee and opportunity to be heard, that the licensee or his or her agent or employee has violated, or failed to fulfill, the requirements of this Chapter or this Code,

The Director of Development Services, or designee, shall immediately revoke all rental permits from the Owner and Managing agency or agent upon three (3) violations of this Chapter pertaining to any combination of Premises owned by the Owner or managed by the Owner's Managing agency or agent within the City within any twelve (12) month period.

- (b) Appeal from denial, suspension or revocation of a business license for Short-term residential rental. Any applicant for a business license for the business of Short-term residential rentals whose application was denied by the Director of Development Services, and any licensee whose business license for a Short-term residential rental is suspended or revoked by the Director of Development Services, may, within ten (10) days following such decision, appeal such decision to the Planning Commission, in which event the decision of the Director of Development Services shall be vacated and the Planning Commission shall determine whether to affirm, reverse, or modify the decision of the Director of Development Services in accordance with the requirements for Short-term residential rentals set forth in this Chapter. At least fourteen (14) days prior to the Planning Commission's meeting to consider the appeal of the applicant or licensee, the Director of Development Services, City Clerk, or authorized designee, shall send, by United States mail, certified, return receipt requested, written notice to the applicant or licensee of the time and place at which the Planning Commission will consider the application, suspension or revocation, and the applicant or licensee shall be

provided an opportunity to be heard by the Planning Commission prior to its decision being made. Subject to any appeal of the City Council as hereinafter permitted, the decision of the Planning Commission shall be final, and the City Clerk shall notify the applicant or licensee, as applicable, in writing of the decision of the Planning Commission. If the Planning Commission affirms the decision of the Director of Development Services denying an application or suspending or revoking a license, the applicant or licensee shall have the right to appeal the decision of the Planning Commission to the City Council in accordance with the provisions of Section 23.87 of this Code, as amended from time to time. The decision of the Planning Commission shall not be vacated during the pendency of any appeal to the City Council.

6.45.170 Administrative citation.

- (a) The City, may issue an administrative citation to any occupant, invitee, renter, lessee or Owner of the Premises, or Managing agency or agent, and/or Hosting Platform for a violation of any provision of this Chapter.
- (b) All complaints against a Short-term residential rental for any violation of this Code may be handled by the City on a 24-hour basis. Any police report where the City's police authority has concluded that a violation of this Chapter has occurred, may be submitted to the City's Code Enforcement Department for review, processing and issuance of an administrative citation. Each and every day, or portion thereof, that a violation of this Chapter exists constitutes a separate and distinct violation for which an administrative citation may be issued. Such an administrative citation shall be issued, notice given, and any appeals heard by the processes and in the manner prescribed by Sections 8.06.010 through 8.06.180 of this Code, as amended from time to time.

In addition or in the alternative, any violation of this Chapter may constitute a misdemeanor which may be subject to the maximum punishment therefor as allowed by law.

Responsible person (renter):

The City may issue and the responsible person for each Short-term residential rental may receive an administrative citation for any violation of this Chapter 6.45, or any other provision of this Code which is violated during a Short-term residential rental including, without limitation, the City's noise ordinance, as follows:

1. First violation — Warning by City authority;
2. Second violation within any thirty (30) day period - \$500 fine;
3. Third and subsequent violations within any thirty(30) day period - \$1,000 fine for each violation.

Owner:

The City may issue and the Owner may receive an administrative citation for any violation of this Chapter 6.45, or any other provision of this Code which is violated during a Short-term residential rental including, without limitation, the City's noise ordinance, by the Owner or Short-term residential rental occupant, as follows:

1. First violation – Warning by City;
2. Second and subsequent violations within any twelve (12) month period, other than operating without a business license or Short-term residential rental permit — \$500 fine for each violation, and permanent revocation of business license and Short-term residential rental permit;
3. Second violation of operating without a business license or Short-term residential rental permit and permanent prohibition against receipt of a business license and Short-term residential rental permit — \$1,000 fine.
4. Violations for operating without a business license or Short-term Residential Rental Permit shall be cited and enforced pursuant to Chapter and/or Chapter , accordingly.

Hosting Platform

The City may issue and the Hosting Platform may receive an administrative citation for each violation of Section 6.45.210 of this Chapter.

- (1) Each and every violation -- \$1,000 fine per violation per day.

6.45.180 Master Associations.

Any Master Association, acting on behalf of Owners of Premises within a Country Club, may choose to operate Short-term residential rentals, and if so shall register Premises for operation as a Short-term residential rental pursuant to the requirements of Section 6.45.050, In such event, Short-term residential rentals registered by the Master Association shall not be restricted by any minimum duration of rental as otherwise set forth in Section 6.45.140.

6.45.190 Reserved.

6.45.200 Common Interest Developments

A Common Interest Development, separate and apart from a Master Association, may allow Short-term residential rentals for a minimum number of consecutive nights and days as determined by its governing board and Owners of Premises therein, provided it satisfies all of the following:

- (a) The governing board of the Common Interest Development shall propose the issue of allowing the proposed specific minimum consecutive night and day Short-term residential rentals by a formal election/vote of all Owners of Premises within the Common Interest Development.

- (b) At least a majority of those members voting from within the Common Interest Development shall have, by recorded vote, approved the proposal.
- (c) The governing board of the Common Interest Development shall file with the City's Director of Development Services written certification of the results of such election/vote, signed by the President or Chair of the governing board and in a form and substance approved by the Director of Development Services in his/her discretion.
- (d) Upon filing a certification with the City that the proposal was approved, Short-term residential rentals within the Common Interest Development shall not be restricted by the minimum duration of rental as set forth in Section 6.45.140(b), but may be operated for any minimum duration established by the above described vote.
- (e) A Common Interest Development may repeal this authority by following the election/voting procedures set forth in subsections (a)-(d) above. If this authority is repealed, all Short-term residential rental permits and business licenses issued to Owners in the Common Interest Development shall remain valid and in effect, but shall automatically be deemed to be amended to allow a minimum duration of twenty-nine (29) nights (twenty-eight (28) nights in February of non-leap years), as set forth in Section 6.45.140(b).
- (f) If a Common Interest Development has not chosen to allow Short-term residential rentals for a minimum duration of less than that set forth in Section 6.45.180(b), individual Owners within the Common Interest Development may apply for a Short-term residential rental permit for their own Premises in accordance with Section 6.45.180(b).

6.45.210 Unlicensed Rentals

Amended by
the Planning
Commission
on 6/11/19

Hosting Platforms are prohibited from facilitating the short-term residential rental of unlicensed and illegal businesses. Hosting Platforms shall not process transactions for properties that are not licensed and permitted by the City. ~~Failure of any Hosting Platform to remove from its website the marketing information for any and all unlicensed and illegal short-term residential rental properties shall be a violation of this Section.~~ Hosting Platforms shall not facilitate the evading of relevant taxes and regulations by any short-term residential rental.

Owners and/or Managing Agents and/or agents and/or operators of an unlicensed short-term residential rental are expressly prohibited from operating in the City and are illegal and are prohibited from being marketed as short-term residential rentals available for lodging within the City.

6.45.220 Reserved.

SECTION 2. Chapter 23.71 of the Placentia Municipal Code is added in its entirety as follows:

Chapter 23.71
Short-term Residential Rentals Licensed Use
23.71.010 Short-term Residential Rentals – Licensed Use.

A short-term residential rental is a permitted use in the following zones only upon this issuance of a license by the City pursuant to Chapter 6.34 of the Placentia Municipal Code:

- (1) Residential Agricultural (R-A) – See Chapter 23.10;
- (2) Single-Family Residential (R-1) – See Chapter 23.12;
- (3) Low-Medium Density Multiple Family (R-2) – See Chapter 23.15;
- (4) Residential Planned Community RPC – See Chapter 23.25;
- (5) Planned Unit Development (PUD) – See Chapter 23.72; and
- (6) Low density land use areas within Specific Plan 7 – See Chapter 23.107.
- (7) Medium Density Multiple-Family (R-G) – See Chapter 23.18
- (8) High Density Multiple-Family (R-3) – See Chapter 23.21
- (9) Specific Plan 6 (SP-6) – See Chapter 23.106
- (10) Specific Plan 8 (SP-8) – See Chapter 23.108
- (11) Specific Plan 10 (SP-10) – See Chapter 23.110
- (12) Transit Oriented Development Packing House District (TOD) – See Chapter 23.111
- (13) Old Town Placentia Revitalization Plan (OT) – See Chapter 23.112

SECTION 3. CEQA. This Ordinance does not commit the City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act(CEQA), Section 15061 (b)(3).

SECTION 4. SEVERABILITY. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance, which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are hereby declared to be severable, This Ordinance amends, adds to and deletes (as applicable) sections of the Placentia Municipal Code.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect and be in force 30 days after passage.

SECTION 6. PUBLICATION. The City Clerk is directed to publish this Ordinance, full text or summary form, in the manner and in the time prescribed by law.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 9, 2019.

PASSED, APPROVED AND ADOPTED this 23rd day of July 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 Ordinance was introduced at a regular meeting of the City Council held on the 9th day of July 2019 and was finally adopted at a regular meeting held on the 23rd day of July 2019 by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAINED: Councilmembers:

ATTEST:

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 ADMINISTRATIVE SERVICES

DATE: JULY 23, 2019

SUBJECT: **SECOND READING OF ORDINANCE ADJUSTING BOUNDARIES OF THE CITY COUNCIL DISTRICTS**

FISCAL
IMPACT: \$50,000 (to date)

SUMMARY:

In December 2015, the City received a demand letter from the Mexican American Legal Defense and Educational Fund ("MALDEF") alleging the City's "at-large" election system violated the California Voting Rights Act ("CVRA"). After analyzing other cities' losses under similar threats, the City entered into a settlement agreement with Joseph V. Aguirre in February 2016, which was subsequently amended ("Settlement Agreement"). In compliance with the Settlement Agreement, at the City's General Municipal Election held on November 8, 2016, a measure was placed on the ballot asking the voters of Placentia whether to amend the City Charter to require that the City Council establish five equal, geographically based districts from which Councilmembers will be elected by the residents of those districts to serve four-year terms. The charter amendment was approved by 59% of the voters.

In early 2018, the City began the process of drafting district boundaries in order to complete the transition to district-based elections. The City Council held the requisite public hearings set forth in Elections Code Section 10010 before voting to adopt one of the proposed maps. On May 1, 2018, the City Council unanimously voted to adopt the Olive Map, which established the district boundaries for City Council elections and the sequencing of elections. On that day, the City Council adopted Emergency Ordinance No. O-2018-03 incorporating the adopted Council District Map in order to comply with the deadline set forth in the Settlement Agreement. On June 19, 2018, the City Council also adopted Ordinance No. O-2018-02 incorporating the adopted Council District Map. The Council District Map was implemented for the November 2018 Election.

This agenda item is to vote on the adoption of an ordinance adjusting the boundaries of the Council District Map. The City Council held the required public hearings on the proposal to adjust the district boundaries pursuant to Elections Code Section 21621.

1. g.
July 23, 2019

The schedule for the public hearings and City Council meetings is as follows:

Public Hearings	Date
Public Hearing #1 – Council Meeting (Completed)	Tuesday, June 18, 2019
Public Hearing #2 – Council Meeting Introduction of Ordinance Adjusting the Boundaries of City Council Districts (Completed)	Tuesday, July 9, 2019
Second Reading of Ordinance Adjusting the Boundaries of City Council Districts	Tuesday, July 23, 2019

The City Council held two public hearings on June 18, 2019 and July 9, 2019 to receive comments from the public regarding the proposal. On July 9, 2019, the City Council voted to approve the proposal to adjust the district boundaries of the Council District Map and introduced the ordinance incorporating the 2019 Adjusted Map. The 2019 Adjusted Map sets forth the new boundaries after the adjustments and contains the identification number of each electoral district.

RECOMMENDATION:

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

Waive full reading, by title only, and adopt Ordinance No. O-2019-04, An Ordinance of the City Council of the City Of Placentia, California adjusting the boundaries of the City Council districts and adopting a map with the adjusted boundaries and identification number of each electoral district.

DISCUSSION:

Background

In December 2015, the City received a demand letter from MALDEF alleging the City’s “at-large” election system violated the CVRA. After analyzing other cities’ losses under similar threats, the City entered into a settlement agreement with Joseph V. Aguirre in February 2016, which was subsequently amended in July 2016. The terms of the Settlement Agreement were that the City Council place a Charter Amendment Measure on a Statewide General Election Ballot, asking voters of Placentia whether the Placentia City Charter should be amended to change from an at-large method of election to a district-based method of election with the actual district lines being established by Ordinance and requiring district-based elections for the November 2018 City Council elections and thereafter.

After the City’s voters approved the measure to transition to district-based elections, in February 2018 the City held the first public hearing regarding the composition of the districts. After holding the required number of hearings under Elections Code Section 10010, the City Council adopted one of the proposed maps, the Olive Map, by a unanimous vote on May 1, 2018. To comply with the deadline set forth in the Settlement Agreement, the City Council adopted Emergency Ordinance No. O-2018-03 incorporating the adopted Olive Map, relabeled Council District Map. On June 19, 2018, the City Council also adopted Ordinance No. O-2018-02 incorporating the

adopted Council District Map. The Council District Map was implemented for the November 2018 Election, with Districts 2 and 4 up for election.

Litigation and Settlement

On June 15, 2018, Plaintiff Joseph V. Aguirre ("Plaintiff") filed a complaint for breach of contract against the City in the Orange County Superior Court (Case No. 30-2018-00999734-CU-BC-NJC), alleging that the City's adoption of the Olive Map failed to comply with the terms of the Settlement Agreement. The City filed an answer in the action denying the allegations set forth by Plaintiff. The parties engaged in two settlement conferences on March 15, 2019 and May 31, 2019.

On July 9, 2019, the City Council approved a Settlement Agreement with Plaintiff ("2019 Settlement"), contingent upon the City's approval of the 2019 Adjusted Map. Pursuant to the terms of the 2019 Settlement, the City also agreed to pay Plaintiff \$138,000 in settlement of all of his costs, expenses, and fees associated with the litigation. Plaintiff agreed to dismiss the action against the City once the City fulfills its obligations under the 2019 Settlement.

Proposal to Adjust Boundaries

Subdivision (d) of Section 600 of the Charter and Section 2.10.030 of the Municipal Code allow the City Council to change the boundaries of any or all of the districts.

Elections Code Section 21621 requires that the City Council hold at least one public hearing on a proposal to adjust the district boundaries prior to the public hearing at which the City Council votes to approve or defeat the proposal. On June 18, 2019, the City Council held the first public hearing on the proposal to adjust the district boundaries. On July 9, 2019, the City Council held the second public hearing regarding this matter where the City Council voted to approve the proposal to adjust the district boundaries of the Council District Map and introduced the Ordinance adjusting the district boundaries and adopting the 2019 Adjusted Map.

The 2019 Adjusted Map sets forth the new boundaries after the adjustments and contains the identification number of each electoral district. The 2019 Adjusted Map was made available to the public starting on June 11, 2019 at the locations listed on the public hearing notice. An interactive version of the 2019 Adjusted Map was also made available to the public on the link listed on the notice for the public hearings.

The 2019 Adjusted Map will be implemented for the 2020 City Council elections. Districts 1, 3, and 5 would be up for election in 2020. After the 2020 Census results are made available to the City, the City may have to adjust the district boundaries to maintain population balance and comply with the law.

FISCAL IMPACT:

There is a fiscal impact to the City which consists of the following: a demographer, special legal counsel, newspaper publishing of public hearing notices for a total of five (5) languages, and translation of public hearing notices and agendas into four (4) different languages (Spanish, Vietnamese, Korean, and Chinese). The cost to date has been \$50,000. The final cost to the City

will not be realized until the completion of the process to adjust the district boundaries and adopt the related Ordinance.

The 2019 Settlement between the City and Plaintiff Joseph V. Aguirre requires that the City pay Plaintiff \$138,000 in settlement of costs, fees, and expenses associated with the litigation.

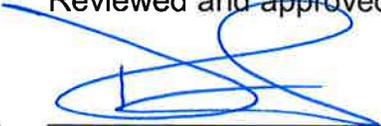
If the City Council does not pass the Ordinance adopting the 2019 Adjusted Map, and the action proceeds to trial, the City will incur additional attorney's fees and costs of more than \$200,000 in defending the case. If the City does not prevail in the litigation, the City would also be liable for Plaintiff's attorney's fees and costs which will likely exceed \$300,000. These figures do not include costs and fees of any potential appeals. Collectively, the City's exposure could be \$500,000-\$700,000 in legal fees versus the \$138,000 in settlement costs.

Prepared by:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Ordinance No. O-2018-02 – Establishing District Boundaries
2. Ordinance No. O-2018-03 – Emergency Ordinance Establishing District Boundaries
3. Proposed Ordinance O-2019-04 – Adopting a Map with Adjusted Boundaries
Exhibit A – 2019 Adjusted Map and Demographics
4. 2019 Settlement Agreement between City and Plaintiff Joseph V. Aguirre

ORDINANCE NO. O-2018-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADDING CHAPTER 2.10 ENTITLED "CITY COUNCIL DISTRICT BOUNDARIES" AND ADOPTING A MAP ESTABLISHING THE BOUNDARIES AND IDENTIFICATION NUMBER OF EACH ELECTORAL DISTRICT

City Attorney Summary

This Ordinance would add Chapter 2.10 to the City of Placentia Municipal Code establishing district boundaries for the five City Council districts. At the November 2016 election, the electorate approved a measure amending the City's Charter to change from an at-large system of electing members of the City Council to a by-district system of election. Section 600 of the City's Charter provides that the City Council shall consist of five (5) members elected from the City by district. This Ordinance adopts a map establishing the boundaries and identification number of each of the City Council electoral districts pursuant to subdivision (c) of Section 600 of the City's Charter.

A. Recitals

(i) At the City's General Municipal Election held on November 8, 2016, a measure was placed on the ballot to amend the City Charter to provide for the by-district election of members of the City Council.

(ii) The measure was placed on the November 2016 ballot pursuant to a settlement agreement that the City entered into with Joseph V. Aguirre in February of 2016 and that was subsequently amended in July of 2016.

(iii) The City's electorate approved the Charter amendment by a majority vote at the November 8, 2016 General Municipal Election.

(iv) The Charter amendment repealed and replaced Sections 600 and 601 of the City Charter and established by-district elections for the five members of the City Council.

(v) Subsection (c) of Section 600 of the Charter provides that the five (5) Council districts are "to be determined by the City Council in any manner provided by law."

(vi) Under the provisions of California Elections Code Section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings over a period of no more than thirty (30) days, at which the public is invited to provide input regarding the composition of the districts.

(vii) Pursuant to the requirements of Elections Code Section 10010, the City Council held public hearings on February 6, 2018 and February 20, 2018 prior to drawing draft maps of the proposed district boundaries to receive input from the public regarding the composition of the districts.

(viii) Under the provisions of California Elections Code Section 10010, a political subdivision shall hold at least two additional hearings over a period of no more than 45 days, after draft maps are drawn, at which the public is invited to provide input regarding the content of the draft maps and the proposed sequence of elections.

(ix) Pursuant to the requirements of Elections Code Section 10010, after the district maps were drawn, the City Council held public hearings regarding the proposed draft maps on March 20, 2018 and May 1, 2018 to receive public input regarding the draft maps, and received proposed draft maps from members of the public.

(x) While not required under the Elections Code, the City also held a community forum on March 28, 2018 to receive additional public input regarding the proposed draft maps and answer the public's questions regarding the district-drawing process.

(xi) On May 1, 2018, the City Council selected one of the proposed district maps establishing the district boundaries and identification number of each electoral district, which is attached hereto as Exhibit "A."

B. Ordinance

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

SECTION 1. Title 2 of the City's Municipal Code is hereby amended by adding Chapter 2.10 titled "City Council District Boundaries" to read as follows:

"2.10 - City Council District Boundaries

2.10.010 District Boundaries. Pursuant to Section 600 of the City Charter, the boundaries for the five (5) City Council districts and the identification number of each district shall be as described on the Council District Map attached hereto as Exhibit "A" and incorporated herein by this reference.

2.10.020 Council Elections Sequenced. Pursuant to Section 600 of the City Charter, the members of the Council elected by the second and fourth Council districts shall be elected commencing in the year 2018 to the Council seats then open, and in each fourth year thereafter. The members of the Council elected by the first, third, and fifth Council districts shall be elected commencing in the year 2020 to the Council seats then open, and in each fourth year thereafter.

2.10.030 Changes in Boundaries of Council Districts. The City Council may adjust the boundaries of any or all of the districts as provided in Section 600 of the City Charter."

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or Chapter 2.10 is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Placentia hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on May 1, 2018.

PASSED, APPROVED AND ADOPTED this 19th day of June 2018.


Chad P. Wanke



ATTEST:

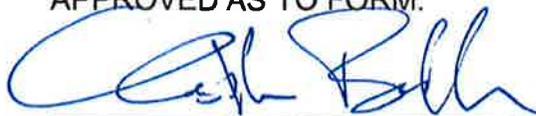

Patrick J. Melia, City Clerk

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the 19th day of June, 2018 by the following vote:

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

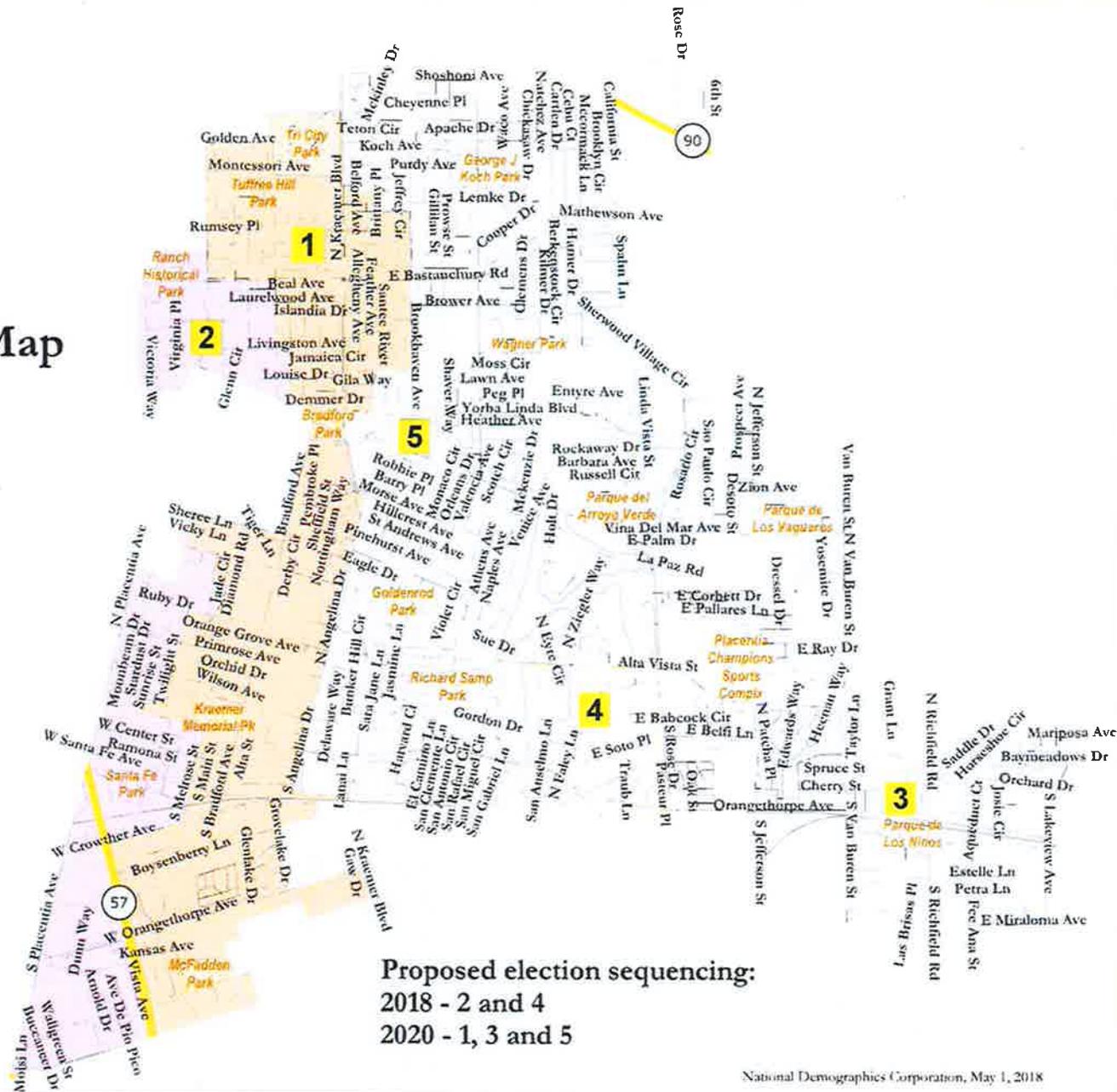

Patrick J. Melia, City Clerk

APPROVED AS TO FORM:


Christian L. Bettenhausen, City Attorney

City of Placentia 2018 Districting

Council District Map



ORDINANCE NO. O-2018-03

**AN EMERGENCY ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF PLACENTIA, CALIFORNIA ADDING
CHAPTER 2.10 ENTITLED "CITY COUNCIL DISTRICT
BOUNDARIES" AND ADOPTING A MAP ESTABLISHING
THE BOUNDARIES AND IDENTIFICATION NUMBER OF
EACH ELECTORAL DISTRICT**

City Attorney Summary

This Emergency Ordinance would add Chapter 2.10 to the City of Placentia Municipal Code establishing district boundaries for the five City Council districts. At the November 2016 election, the electorate approved a measure amending the City's Charter to change from an at-large system of electing members of the City Council to a by-district system of election. Section 600 of the City's Charter provides that the City Council shall consist of five (5) members elected from the City by-district. This Ordinance adopts a map establishing the boundaries and identification number of each of the City Council electoral districts pursuant to subdivision (c) of Section 600 of the City's Charter. This Ordinance qualifies as an Emergency Ordinance under Section 615 of the City's Charter as it is necessary to comply with the terms of the Settlement Agreement between the City and Joseph V. Aguirre and ensure that the Orange County Registrar of Voters has sufficient time to implement the new by-district election method in time for the City's November election.

A. Recitals

(i) At the City's General Municipal Election held on November 8, 2016, a measure was placed on the ballot to amend the City Charter to provide for the by-district election of members of the City Council.

(ii) The measure was placed on the November 2016 ballot pursuant to a settlement agreement that the City entered into with Joseph V. Aguirre in February of 2016 and that was subsequently amended in July of 2016 ("Settlement Agreement").

(iii) The City's electorate approved the Charter amendment by a majority vote at the November 8, 2016 General Municipal Election.

(iv) The Charter amendment repealed and replaced Sections 600 and 601 of the City Charter and established by-district election for the five members of the City Council.

(v) Subsection (c) of Section 600 of the Charter provides that the five (5) Council districts are "to be determined by the City Council in any manner provided by law."

(vi) Under the provisions of California Elections Code Section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings over a period of no more than thirty (30) days, at which the public is invited to provide input regarding the composition of the districts.

(vii) Pursuant to the requirements of Elections Code Section 10010, the City Council held public hearings on February 6, 2018 and February 20, 2018 prior to drawing draft maps of the proposed district boundaries to receive input from the public regarding the composition of the districts.

(viii) Under the provisions of California Elections Code Section 10010, a political subdivision shall hold at least two additional hearings over a period of no more than 45 days, after draft maps are drawn, at which the public is invited to provide input regarding the content of the draft maps and the proposed sequence of elections.

(ix) Pursuant to the requirements of Elections Code Section 10010, after the district maps were drawn, the City Council held public hearings regarding the proposed draft maps on March 20, 2018 and May 1, 2018 to receive public input regarding the draft maps, and received proposed draft maps from members of the public.

(x) While not required under the Elections Code, the City also held a community forum on March 28, 2018 to receive additional public input regarding the proposed draft maps and answer the public's questions regarding the district-drawing process.

(xi) On May 1, 2018, the City Council selected one of the proposed district maps establishing the district boundaries and identification number of each electoral district, which is attached hereto as Exhibit "A."

(xii) Pursuant to the Settlement Agreement, because the Charter amendment measure passed during the November 2016 election, the City is required to approve and adopt one of the final district map plans by May 1, 2018. The Settlement Agreement also provides that the City shall submit the district plans to the Orange County Elections Department to implement the new by-district election method in time for the City's November 2018 general election.

(xiii) The City of Placentia consolidates its general municipal election with the statewide general election. The County of Orange conducts the elections on behalf of the City and canvasses the election results.

(xiv) Therefore, the City Council finds and determines that the preservation of the public peace, health, and safety requires that this Ordinance be enacted as an emergency ordinance pursuant to Section 615 of the City Charter and take effect immediately upon adoption. If this Ordinance does not become effective immediately, but instead becomes effective thirty days after its adoption, the City may not be able to transmit the district boundaries and identification numbers of the districts to the Orange

County Registrar of Voters in time for implementation of the new by-district election system for the November 2018 election. The Emergency Ordinance is also necessary in order to meet the May 1, 2018 deadline set forth in the Settlement Agreement. Therefore, this Ordinance is necessary for the preservation of the public peace, health, and safety, and its urgency is hereby declared.

B. Ordinance

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

SECTION 1. Title 2 of the City's Municipal Code is hereby amended by adding Chapter 2.10 titled "City Council District Boundaries" to read as follows:

"2.10 - City Council District Boundaries

2.10.010 District Boundaries. Pursuant to Section 600 of the City Charter, the boundaries for the five (5) City Council districts and the identification number of each district shall be as described on the Council District Map attached hereto as Exhibit "A" and incorporated herein by this reference.

2.10.020 Council Elections Sequenced. Pursuant to Section 600 of the City Charter, the members of the Council elected by the second and fourth Council districts shall be elected commencing in the year 2018 to the Council seats then open, and in each fourth year thereafter. The members of the Council elected by the first, third, and fifth Council districts shall be elected commencing in the year 2020 to the Council seats then open, and in each fourth year thereafter.

2.10.030 Changes in Boundaries of Council Districts. The City Council may adjust the boundaries of any or all of the districts as provided in Section 600 of the City Charter."

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or Chapter 2.10 is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Placentia hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 1st day of May, 2018.



Chad P. Wanke, Mayor

ATTEST:



Patrick J. Melia, City Clerk

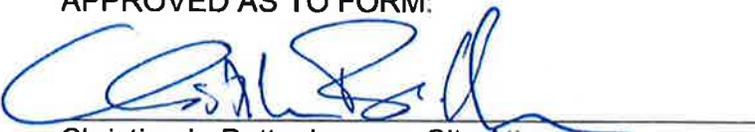
I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Placentia, held on the 1st day of May, 2018 by the following vote:

AYES:	Councilmembers:	Green, Smith, Yamaguchi, Shader, Wanke
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None



Patrick J. Melia, City Clerk

APPROVED AS TO FORM:



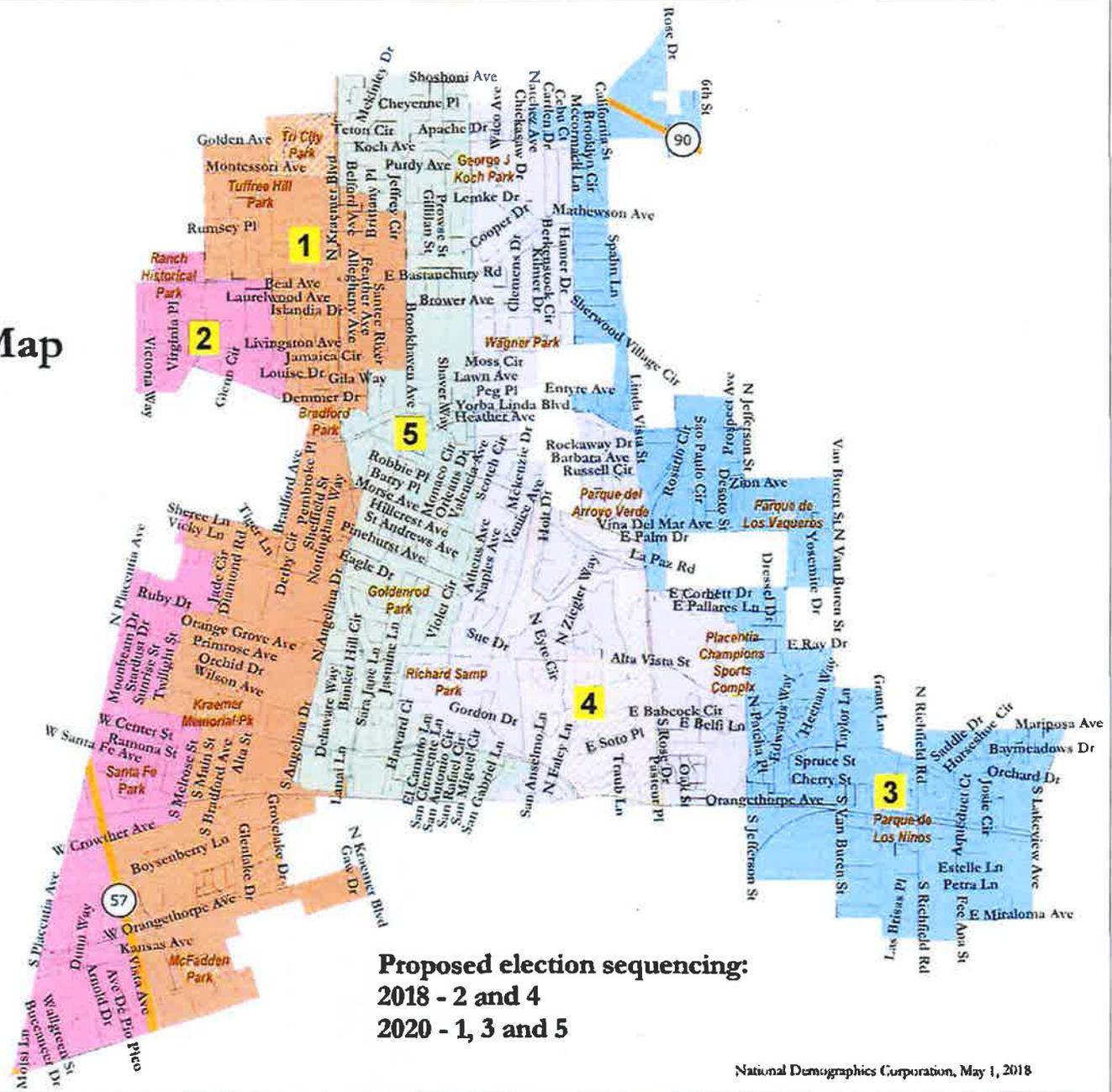
Christian L. Bettenhausen, City Attorney



City of Placentia 2018 Districting

Council District Map

- Map layers**
- Council Districts
 - Census Block final
 - Water Area
 - Landmark Area
 - Pipeline/Power Line
 - Railroad
 - River
 - Streets



Proposed election sequencing:
2018 - 2 and 4
2020 - 1, 3 and 5

National Demographics Corporation, May 1, 2018

ORDINANCE NO. O-2019-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADJUSTING THE BOUNDARIES OF THE CITY COUNCIL DISTRICTS AND ADOPTING A MAP WITH THE ADJUSTED BOUNDARIES AND IDENTIFICATION NUMBER OF EACH ELECTORAL DISTRICT

City Attorney Summary

This Ordinance would amend Section 2.10.010 of Chapter 2.10 of the City of Placentia Municipal Code in order to adjust the boundaries of the City Council districts. After holding a series of public hearings, on May 1, 2018, the City Council adopted one of the proposed Council district maps, the Olive Map. The City Council adopted Ordinance No. O-2018-02 and Emergency Ordinance No. O-2018-03 that added Chapter 2.10 entitled "City Council District Boundaries" and adopted the Olive Map establishing the boundaries and identification number of each electoral district. Pursuant to Elections Code Section 21621, the City Council held a public hearing on June 18, 2019 on the proposal to adjust the district boundaries before voting to adopt the 2019 Adjusted Map at the public hearing held on July 9, 2019. Pursuant to subdivision (d) of Section 600 of the City's Charter and Section 2.10.030 of the City's Municipal Code, this Ordinance adjusts the boundaries of the City Council districts as set forth in the 2019 Adjusted Map.

A. Recitals

(i) At the City's General Municipal Election held on November 8, 2016, a measure was placed on the ballot to amend the City Charter to provide for the by-district election of members of the City Council.

(ii) The measure was placed on the November 2016 ballot pursuant to a settlement agreement that the City entered into with Joseph V. Aguirre in February of 2016 and that was subsequently amended in July of 2016 ("Settlement Agreement").

(iii) The City's electorate approved the Charter amendment by a majority vote at the November 8, 2016 General Municipal Election.

(iv) The Charter amendment repealed and replaced Sections 600 and 601 of the City Charter and established by-district elections for the five members of the City Council.

(v) Subsection (c) of Section 600 of the Charter provides that the five (5) Council districts are "to be determined by the City Council in any manner provided by law."

(vi) On February 6, 2018, the City Council commenced the public hearing process set forth in Elections Code Section 10010 to establish the boundaries of the City Council districts.

(vii) After holding the required hearings under Elections Code Section 10010, the City Council selected one of the proposed district maps, the Olive Map, establishing the district boundaries and identification number of each electoral district.

(viii) In order to meet the deadline set forth in the Settlement Agreement, on May 1, 2018, the City Council adopted Emergency Ordinance No. O-2018-03 adding Chapter 2.10 entitled "City Council District Boundaries" and adopting the Olive Map, renamed "Council District Map," establishing the boundaries and identification number of each electoral district.

(ix) On June 19, 2018, the City Council adopted Ordinance No. O-2018-02 adding Chapter 2.10 entitled "City Council District Boundaries" and adopting the Olive Map, renamed "Council District Map," establishing the boundaries and identification number of each electoral district.

(x) On June 15, 2018, Plaintiff Joseph v. Aguirre, represented by the Mexican American Legal Defense and Educational Fund, initiated a civil action against the City in the Orange County Superior Court (Case No. 30-2018-00999734-CU-BC-NJC), alleging that the City's adoption of the Olive Map failed to comply with the terms of the Settlement Agreement.

(xi) Section 2.10.030 of the Municipal Code and subdivision (d) of Section 600 of the Charter allow the City Council to change the boundaries of any or all of the districts.

(xii) Under Elections Code Section 21621, before adjusting the boundaries of a district, the governing body shall hold at least one public hearing on the proposal to adjust the boundaries of the district prior to the public hearing at which the governing body votes on the proposal.

(xiii) Pursuant to Elections Code Section 21621, the City Council held a public hearing on June 18, 2019 regarding the proposal to adjust the district boundaries prior to holding a public hearing on July 9, 2019 to vote on the proposal.

(xiv) On July 9, 2019, the City Council voted to approve the proposal to adjust the district boundaries as set forth in the 2019 Adjusted Map. The 2019 Adjusted Map adopted on July 9, 2019 is attached hereto as Exhibit "A."

(xv) The adoption of the 2019 Adjusted Map is intended to facilitate settlement of the pending action filed by Plaintiff Joseph V. Aguirre.

B. Ordinance

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

SECTION 1. Section 2.10.010 of Chapter 2.10 of the Municipal Code is hereby amended to read as follows:

2.10.010 District Boundaries. Pursuant to Section 600 of the City Charter, the boundaries for the five (5) City Council districts and the identification number of each district shall be as described on the 2019 Adjusted Map attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 2. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or Section 2.10.010 is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Placentia hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 3. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 9, 2019.

PASSED, APPROVED AND ADOPTED this 23rd day of July 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 Ordinance was introduced at a regular meeting of the City Council held on the 9th day of July 2019 and was finally adopted at a regular meeting held on the 23rd day of July 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

Exhibit A
City of Placentia
2019 Adjusted Council District Map
with Election Sequencing and Demographics

City of Placentia - 2019 Adjusted Map							
District		1	2	3	4	5	Total
(Estimated After Block Splits)	Total Pop	10,685	9,696	10,081	10,044	10,050	50,555
	Deviation from ideal	574	-415	-30	-67	-61	989
	% Deviation	5.67%	-4.11%	-0.30%	-0.66%	-0.61%	9.78%
Demographic data below are calculated based on whole, unsplit Census Blocks							
Total Pop	% Hisp	80%	37%	25%	16%	17%	36%
	% NH White	12%	43%	50%	57%	66%	45%
	% NH Black	2%	2%	3%	2%	1%	2%
	% Asian-American	5%	16%	21%	24%	14%	16%
Voting Age Pop	Total	7,651	7,651	7,592	7,730	7,480	38,104
	% Hisp	75%	34%	22%	14%	15%	32%
	% NH White	16%	46%	54%	59%	69%	49%
	% NH Black	2%	2%	3%	2%	1%	2%
	% Asian-American	6%	16%	20%	24%	14%	16%
Citizen Voting Age Pop	Total	4,005	6,819	7,162	7,341	7,252	32,578
	% Hisp	61%	28%	26%	17%	17%	27%
	% NH White	25%	51%	53%	57%	66%	53%
	% NH Black	1%	3%	2%	2%	1%	2%
	% Asian/Pac.Isl.	13%	16%	18%	23%	16%	18%
Voter Registration (Nov 2016)	Total	2,785	5,075	5,527	6,648	6,398	26,432
	% Latino est.	54%	34%	22%	17%	18%	25%
	% Asian-Surnamed	7%	8%	11%	12%	8%	10%
	% Filipino-Surnamed	2%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	49%	30%	19%	16%	16%	23%
	% NH White est.	29%	54%	63%	64%	72%	60%
Voter Turnout (Nov 2016)	Total	2,011	4,028	4,402	5,466	5,347	21,253
	% Latino	52%	32%	20%	17%	17%	24%
	% Asian-Surnamed	6%	8%	10%	11%	7%	9%
	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	46%	29%	18%	15%	15%	21%
	% NH White est.	32%	56%	65%	66%	74%	63%
Voter Turnout (Nov 2014)	Total	914	2,041	2,064	2,735	3,178	10,931
	% Latino	37%	22%	16%	11%	11%	16%
	% Asian-Surnamed	7%	6%	8%	8%	5%	7%
	% Filipino-Surnamed	1%	1%	1%	1%	0%	1%
	% NH White est.	43%	67%	73%	75%	84%	73%
	% NH Black est.	1%	3%	2%	1%	0%	1%
ACS Pop. Est.	Total	11,221	10,007	10,603	10,453	9,680	51,964
Age	age0-19	34%	24%	27%	25%	23%	27%
	age20-60	56%	62%	57%	52%	51%	56%
	age60plus	10%	15%	15%	23%	26%	18%
Immigration	immigrants	42%	31%	21%	23%	17%	27%
	naturalized	26%	41%	59%	63%	63%	45%
Language spoken at home	english	26%	52%	69%	69%	78%	58%
	spanish	64%	30%	14%	14%	8%	27%
	asian-lang	6%	9%	12%	12%	9%	10%
	other lang	3%	9%	5%	5%	5%	5%
Language Fluency	Speaks Eng. "Less than Very Well"	35%	20%	10%	13%	8%	17%
Education (among those age 25+)	hs-grad	40%	49%	54%	52%	51%	49%
	bachelor	12%	20%	27%	27%	28%	23%
	graduatedegree	6%	13%	10%	13%	17%	12%
Child in household	child-under18	45%	32%	40%	33%	29%	36%
Work (percent of pop age 16+)	employed	63%	64%	65%	60%	57%	62%
	Commute on Public Transit	7%	3%	1%	1%	1%	3%
Household Income	income 0-25k	23%	18%	11%	14%	9%	14%
	income 25-50k	29%	21%	13%	12%	14%	17%
	income 50-75k	17%	17%	16%	14%	13%	15%
	income 75-200k	26%	40%	52%	49%	51%	44%
	income 200k-plus	4%	5%	8%	12%	14%	9%
Housing Stats	single family	53%	51%	77%	85%	91%	72%
	multi-family	47%	49%	23%	15%	9%	28%
	vacant	4%	6%	4%	2%	2%	3%
	occupied	96%	94%	96%	98%	98%	97%
	rented	61%	58%	33%	21%	16%	37%
	owned	39%	42%	67%	79%	84%	63%
Total and Voting Age population data from the 2010 Decennial Census							
Surname-based Voter Registration and Turnout data from the California Statewide Database.							
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data.							

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (“Settlement Agreement”) is being made by and among Plaintiff Joseph V. Aguirre (“Plaintiff” or “Aguirre”), on the one hand, and the City of Placentia (“Defendant” or “Placentia”), on the other hand (collectively, “the Parties”).

1. Recitals

- 1.1. Pursuant to an “Amended Settlement Agreement” between the Parties dated July 19, 2016 (“Prior Settlement”), on May 1, 2018, the City considered various proposals, including what is known in this litigation as “the Olive Map,” in order to establish a district-based system for the election of city councilmembers.
- 1.2. On May 1, 2018, the City Council voted to adopt Emergency Ordinance No. O-2018-03 establishing district boundaries and incorporating the Olive Map as the relabeled “Council District Map.”
- 1.3. On June 19, 2018, the City Council also adopted Ordinance No. O-2018-02 establishing district boundaries and incorporating the Olive Map as the relabeled “Council District Map.”
- 1.4. On June 15, 2018, Plaintiff filed a complaint for breach of contract against the City in the Orange County Superior Court (Case No. 30-2018-00999734-CU-BC-NJC), alleging that the City’s adoption of the Olive Map failed to comply with the terms of the Prior Settlement (“Action”). Plaintiff thereafter filed a First Amended Complaint, the operative complaint in this Action.
- 1.5. The City denied all material substantive allegations of the First Amended Complaint, denied any liability thereunder, alleged a number of affirmative defenses, and denied that Plaintiff was or is entitled to any relief.
- 1.6. On May 31, 2019, the Parties participated in a second settlement conference after completing an unsuccessful mandatory settlement conference on March 15, 2019.
- 1.7. In order to avoid uncertainty and further costs of litigation and because of the possible exposure of the Parties to further or additional awards of attorneys’ fees following trial and potential appeals, and to achieve finality and certainty on issues of public importance relating to the system of election for members of the City Council, it is now the mutual desire of the Parties hereto to compromise and settle all of the claims and disputes among themselves and to end the litigation referred to above, and to resolve without further litigation all claims, allegations, contentions, and possible causes of action among the Parties.
- 1.8. The Parties hereto, and each of them, believe that the settlement and release contained herein constitutes a fair, reasonable, equitable, and good faith settlement of their respective claims, contentions, and disputes.

2. Release and Settlement

- 2.1. **Proposed Adjusted Map.** The City shall propose the 2019 Adjusted Map attached hereto as **Exhibit A** for the district elections of members of the City Council.
- 2.2. **Public Hearings Requirement.** After holding a public hearing on the proposal to adjust the boundaries as required in Elections Code 21621, the City Council shall hold a public hearing at which it votes to approve or defeat the proposal to adopt the 2019 Adjusted Map.
- 2.3. **Agreement Contingent on Map Approval.** This Settlement Agreement is contingent on approval of the 2019 Adjusted Map and shall become final and binding upon the effective date of a City ordinance adopting the 2019 Adjusted Map. In the event that the City Council does not adopt the 2019 Adjusted Map by August 30, 2019, this Settlement Agreement is null and void.
- 2.4. **Application for 2020 Elections.** If the City Council votes to approve the 2019 Adjusted Map, that Map shall apply for the 2020 elections of members of the City Council, and elections shall be held in Districts 1, 3 and 5 of the 2019 Adjusted Map on November 3, 2020. The November 3, 2020 elections in Districts 1, 3 and 5 shall be for four-year terms.
- 2.5. **Attorneys' Fees and Costs.** If the City Council votes to approve the 2019 Adjusted Map, the City shall pay Plaintiff \$138,000 in settlement of all costs, expenses, and fees associated with the litigation. The City shall pay to Plaintiff's counsel the amount set forth in this Section within thirty (30) days following the effective date of the ordinance adopting the 2019 Adjusted Map.
- 2.6. **Notifying Court.** No more than five (5) business days after the ordinance adopting the 2019 Adjusted Map becomes effective, Plaintiff shall notify the Court of the Parties' settlement of this Action.
- 2.7. **Retaining Jurisdiction.** Pursuant to Code of Civil Procedure Section 664.6, the Court shall retain jurisdiction over the Parties to enforce the Settlement Agreement until performance in full of the terms of the Settlement Agreement, including until the November 3, 2020 City Council elections are certified in accordance with law. No more than five (5) business days after the ordinance adopting the 2019 Adjusted Map becomes effective, Plaintiff shall make this request of the Court. This provision applies only to the terms of the Settlement Agreement. This provision does not apply to issues or claims arising out of actions taken by the County of Orange in conducting the City's elections, including issues or claims unrelated to the boundaries and/or election sequence of the 2019 Adjusted Map.
- 2.8. **Dismissal.** No more than five (5) business days after receipt of payment pursuant to section 2.5, Plaintiff shall file a request for dismissal of the Action in its entirety with prejudice.

- 2.9. **Redistricting following 2020 Census.** No provision in this Settlement Agreement shall be interpreted to preclude the City from adjusting the district boundaries following the 2020 Census to comply with Section 600 of the City of Placentia Charter and Elections Code Sections 21620 *et seq.*, as may be amended.
- 2.10. **Satisfaction of Prior Settlement.** If the City Council votes to approve the 2019 Adjusted Map and the 2019 Adjusted Map is applied for the 2020 election of members of the City Council in Districts 1, 3, and 5, the City is deemed to have met all of its obligations under the Prior Settlement dated July 19, 2016 by and between the City and Plaintiff, also referred to as "Amended Settlement Agreement."

3. **General Settlement Provisions**

- 3.1. **Release of Claims.** Excepting rights arising in connection with and obligations set forth in this Settlement Agreement, each of the Parties hereto does hereby forever and fully release, acquit, and discharge each other and their respective officers, directors, stockholders, partners, employees, agents, representatives, successors, heirs, assigns, affiliates, and attorneys, and each of them, of and from any and all obligations, claims, liabilities, and demands of whatsoever character, whether known or unknown, arising out of any fact, event, or occurrence contained in the Action.

Each of the Parties agrees that this Settlement Agreement shall apply to all unknown or unanticipated results of the matters, claims, and controversies specified herein, as well as those known and anticipated, and, upon advice of legal counsel, each party hereto does hereby waive any and all rights under California Civil Code Section 1542, which section provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

Plaintiff's Initials JA

Defendant's Initials RS

- 3.2. **Compromise.** This Settlement Agreement is the result of a compromise of disputed claims between the Parties.
- 3.3. **Legal Counsel Advice.** The advice of legal counsel has been obtained by each of the Parties prior to the execution of this Settlement Agreement. Each of the Parties hereby executes this Settlement Agreement voluntarily and with full knowledge of its significance and with the express intention of effecting the extinguishment of any and all obligations, liabilities, or claims arising out of the matters, claims, and controversies specified herein, except as otherwise specified herein.
- 3.4. **Assumption of Risk.** The Parties hereto, and each of them, do hereby expressly assume the risk of any mistake of fact and the risk that the true facts might be other or different from facts now known or believed to exist, and it is the express intention of each of the Parties hereto forever to settle, adjust, and compromise any and all disputes between them regarding the subject matter of this Settlement Agreement, and without regard to

who may or may not have been correct in their respective understandings of the facts or the law relating thereto.

- 3.5. **No Reliance on Promise.** Each of the Parties has made such investigation of the facts and the law pertaining to the matters described herein and to the terms of this Settlement Agreement as he/she/it deems necessary, and none of the Parties has relied nor does rely on any promise or representation made by any of the other Parties with respect to any such matters.
- 3.6. **No Reliance on Statements.** In making and executing this Settlement Agreement, the Parties hereto, and each of them, do not rely and have not relied upon any statement or representation, oral or written, made by any of the other Parties to this Settlement Agreement with regard to any of the facts involved in any dispute or possible dispute between or among any of the Parties hereto, or with regard to the advisability of making and executing this Settlement Agreement.
- 3.7. **No Assignment or Transfer.** Each of the Parties hereto represents and warrants that no portion of any claim, right, demand, action, or cause of action which it has or might have arising out of the matters, claims, and controversies specified herein, nor any portion of any recovery or settlement to which each party might be entitled has been assigned or transferred to any other person, firm, or corporation not a party to this Settlement Agreement, in any manner, including by way of subrogation or operation of law or otherwise. In the event that any claim, demand, or suit should be made or instituted against any party or parties because of any such purported assignment, subrogation, or transfer, the party or parties from whom such purported assignment, subrogation, or transfer was alleged to have originated or occurred agrees to indemnify and hold harmless the other party or parties against such claim, suit, or demand, including the payment of all reasonable and necessary expenses of investigation, attorneys' fees, and costs.
- 3.8. **Integrated Agreement.** All agreements, covenants and representations, oral or written, of the Parties concerning the subject matter of this Settlement Agreement are contained herein. No other agreements, covenants or representations, oral or written, have been made by any party to any other party concerning the subject matter of this Settlement Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations and covenants concerning the subject matter of this Settlement Agreement are merged herein. This is a fully integrated document.
- 3.9. **Authority to Execute.** (a) Each of the Parties has read and understands the contents of this Settlement Agreement.
- (b) Each of the Parties of this Settlement Agreement and their respective attorneys, hereby represent, warrant, and agree, each to the other, that they have full power and authority to execute this Settlement Agreement, to execute and file all papers contemplated herein, to pay any sums provided for herein, and to do any and all things reasonably required to effectuate the terms of this Settlement Agreement.

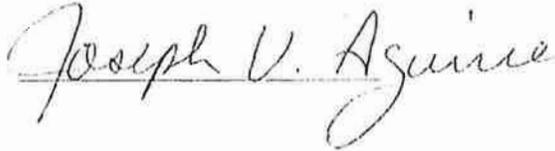
- 3.10. **Governing Law.** This Settlement Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California applicable to such instruments, persons, transactions, and subject matter which have legal contexts and relationship solely within the State of California.
- 3.11. **Severability.** If any term or provision of this Settlement Agreement, or the application thereof, to any persons or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term or provision of this Settlement Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 3.12. **Multiple Originals.** This Settlement Agreement may be executed in counterparts and shall not become effective until all Parties required to execute this Settlement Agreement have done so.
- 3.13. **Amendments to be in Writing.** This Settlement Agreement may not be amended, canceled, revoked, or otherwise modified except by written agreement executed by all of the Parties.

WHEREFORE, the Parties hereto have executed this Settlement Agreement on the dates set forth opposite their respective signatures.

Dated:

7/8/19

JOSEPH V. AGUIRRE



Dated:

July 18, 2019

CITY OF PLACENTIA



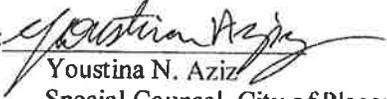
Rhonda Shader, Mayor

Approved as to form:

MEXICAN AMERICAN LEGAL DEFENSE AND EDUCATIONAL FUND

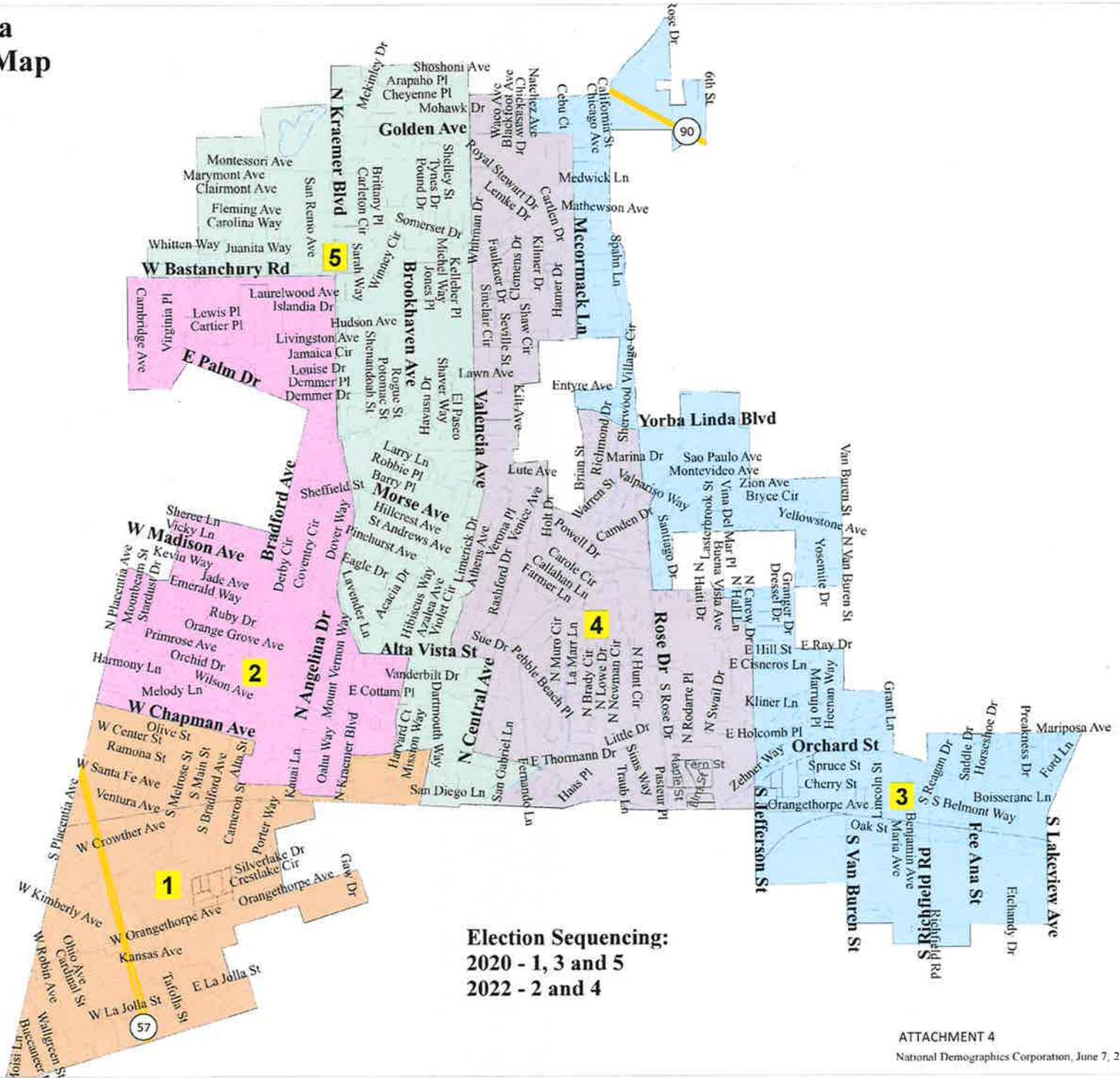
By: 
Julia Gomez
Attorneys for Plaintiff

RICHARDS, WATSON & GERSHON, A Professional Corporation

By: 
Youstina N. Aziz
Special Counsel, City of Placentia

City of Placentia 2019 Adjusted Map

- Map layers**
-  2019 Adjusted Map
 -  Water Area
 -  Pipeline/Power Line
 -  Railroad
 -  River
 -  Streets



Election Sequencing:
2020 - 1, 3 and 5
2022 - 2 and 4

Exhibit "A"

City of Placentia - 2019 Adjusted Map							
District		1	2	3	4	5	Total
	Total Pop	10,685	9,696	10,081	10,044	10,050	50,555
(Estimated After Block Splits)	Deviation from ideal	574	-415	-30	-67	-61	989
	% Deviation	5.67%	-4.11%	-0.30%	-0.66%	-0.61%	9.78%
<i>Demographic data below are calculated based on whole, unsplit Census Blocks</i>							
Total Pop	% Hisp	80%	37%	25%	16%	17%	36%
	% NH White	12%	43%	50%	57%	66%	45%
	% NH Black	2%	2%	3%	2%	1%	2%
	% Asian-American	5%	16%	21%	24%	14%	16%
Voting Age Pop	Total	7,651	7,651	7,592	7,730	7,480	38,104
	% Hisp	75%	34%	22%	14%	15%	32%
	% NH White	16%	46%	54%	59%	69%	49%
	% NH Black	2%	2%	3%	2%	1%	2%
Citizen Voting Age Pop	% Asian-American	6%	16%	20%	24%	14%	16%
	Total	4,005	6,819	7,162	7,341	7,252	32,578
	% Hisp	61%	28%	26%	17%	17%	27%
	% NH White	25%	51%	53%	57%	66%	53%
Voter Registration (Nov 2016)	% NH Black	1%	3%	2%	2%	1%	2%
	% Asian/Pac Isl	13%	16%	18%	23%	16%	18%
	Total	2,785	5,075	5,527	6,648	6,398	26,432
	% Latino est.	54%	34%	22%	17%	18%	25%
Voter Turnout (Nov 2016)	% Asian-Surnamed	7%	8%	11%	12%	8%	10%
	% Filipino-Surnamed	2%	1%	1%	2%	1%	1%
	% Spanish-Surnamed	49%	30%	19%	16%	16%	23%
	% NH White est.	29%	54%	63%	64%	72%	60%
Voter Turnout (Nov 2014)	% NH Black	1%	3%	2%	2%	1%	2%
	Total	2,011	4,028	4,402	5,466	5,347	21,253
	% Latino	52%	32%	20%	17%	17%	24%
	% Asian-Surnamed	6%	8%	10%	11%	7%	9%
ACS Pop. Est.	% Filipino-Surnamed	1%	1%	1%	2%	1%	1%
	% Spanish Surnamed	46%	29%	18%	15%	15%	21%
	% NH White est.	32%	56%	65%	66%	74%	63%
	% NH Black	1%	3%	2%	2%	1%	2%
Age	Total	914	2,041	2,064	2,735	3,178	10,931
	% Latino	37%	22%	16%	11%	11%	16%
	% Asian-Surnamed	7%	6%	8%	8%	5%	7%
	% Filipino Surnamed	1%	1%	1%	1%	0%	1%
Immigration	% NH White est.	43%	67%	73%	75%	84%	73%
	% NH Black est.	1%	3%	2%	1%	0%	1%
	Total	11,221	10,007	10,603	10,453	9,680	51,964
	age0-19	34%	24%	27%	25%	23%	27%
Language spoken at home	age20-60	56%	62%	57%	52%	51%	56%
	age60+plus	10%	15%	15%	23%	26%	18%
	immigrants naturalized	42%	31%	21%	23%	17%	27%
Language fluency	english	26%	52%	69%	69%	78%	58%
	spanish	64%	30%	14%	14%	8%	27%
	asian-lang	6%	9%	12%	12%	9%	10%
	other lang	3%	9%	5%	5%	5%	5%
Education (among those age 25+)	Speaks Eng. "Less than Very Well"	35%	20%	10%	13%	8%	17%
	hs-grad	40%	49%	54%	52%	51%	49%
	bachelor	12%	20%	27%	27%	28%	23%
	graduatedegree	6%	13%	10%	13%	17%	12%
Child in household	employed	63%	64%	65%	60%	57%	62%
	child-under18	45%	32%	40%	33%	29%	36%
Work (percent of pop age 16+)	Commute on Public Transit	7%	3%	1%	1%	1%	3%
	income 0-25k	23%	18%	11%	14%	9%	14%
	income 25-50k	29%	21%	13%	12%	14%	17%
	income 50-75k	17%	17%	16%	14%	13%	15%
Household Income	income 75-200k	26%	40%	52%	49%	51%	44%
	income 200k plus	4%	5%	8%	12%	14%	9%
	single family	53%	51%	77%	85%	91%	72%
	multi family	47%	49%	23%	15%	9%	28%
Housing Stats	vacant	4%	6%	4%	2%	2%	3%
	occupied	96%	94%	96%	98%	98%	97%
	rented	61%	58%	33%	21%	16%	37%
	owned	39%	42%	67%	79%	84%	63%

Total and Young Age population data from the 2010 Decennial Census

Surname-based Voter Registration and Turnout data from the California Statewide Database

Latino voter registration and turnout data are Spanish surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2011-2015 American Community Survey and Special Tabulation 5-year data



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 23, 2019

SUBJECT: **AMENDMENT NO. 1 TO MAINTENANCE SERVICES AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS, INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**

FISCAL
IMPACT: EXPENSE: \$ 350,000 TOTAL COST FOR SERVICES
BUDGETED: \$ 110,000 FISCAL YEAR 2018-19 OPERATING BUDGET
\$ 120,000 FISCAL YEAR 2019-20 OPERATING BUDGET
\$ 120,000 ESTIMATED FOR FISCAL YEAR 2020-21
OPERATING BUDGET

SUMMARY:

In July 2018, the City entered into a Maintenance Services Agreement with Bear Electrical Solutions, Inc. ("Bear") for traffic signal maintenance and repair services for an amount not-to-exceed \$75,470 per year for an initial three-year contract term for a cumulative three-year not-to-exceed contract amount of \$226,410, with the option to extend for one (1) additional two-year term based upon contractor performance and at the discretion of the City. Recently, Staff and the City Attorney's Office conducted a standard review of the City's existing service contracts and, based on that review, Staff is presenting this agreement amendment for City Council consideration to increase the contract not-to-exceed amount to cover extraordinary repairs to the City's traffic signal system, as well as future changes to contract language and not-to-exceed amounts.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to the Maintenance Services Agreement with Bear Electrical Solutions, Inc. for provision of Traffic Signal Maintenance Services, increasing the contract not-to-exceed amount by \$123,590; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the initial three-year contract amount, or \$35,000; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1. h.
July 23, 2019

DISCUSSION:

The City currently utilizes a single contractor to provide preventative maintenance services as well as extraordinary repairs and emergency response for the City's traffic signal system, which includes 63 signalized traffic signals throughout the City. In 2018, the City underwent a competitive bid process and awarded a maintenance services agreement to Bear to provide these services for an amount not-to-exceed \$75,470 per year for an initial three-year contract term and a cumulative three-year not-to-exceed contract amount of \$226,410. The contract scope of work for these services provides for monthly, quarterly, bi-annual and annual preventative maintenance services to maintain traffic signal equipment, intersection safety lights, flashing beacons and speed feedback signs. The scope of work also provides for extraordinary repairs as well as 24-hour emergency response.

Recently, Staff and the City Attorney's Office conducted a routine evaluation of the City's contract language for professional and maintenance services and ongoing contractual expenditures for various services. Based on that review, Staff and the City Attorney's Office determined that the City's standard contract language for multi-year maintenance agreements should be updated to allow for contractual spending authority for extraordinary repairs.

The City maintains fourteen (14) separate maintenance contracts that provide for routine, preventative maintenance work as well as for extraordinary work. There is typically set unit bid pricing for the routine maintenance work and extraordinary repairs are typically paid for on a time and materials basis based upon set contractor hourly rates. The contracts are set up this way so that the City already has a contractor under contract to make necessary repairs above and beyond routine maintenance, without having to solicit separate bids for each and every repair needed for City-owned property and infrastructure.

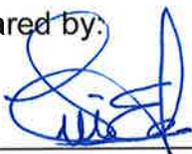
The current language in the agreement with Bear as well as additional maintenance contracts does not allow for sufficient contractual spending authority on an annual basis for extraordinary repairs which will vary from year to year based upon any number of factors. For example, throughout the year the City often performs unexpected traffic signal repairs due to traffic accidents, traffic signal malfunctions, or other technical issues. While some contractual spending authority is available within the contract not-to-exceed amount, a single large repair could max out that cap and require Staff to return to the City Council to request an increase to the spending cap for potential future repairs. As a result of its review with the City Attorney's Office, Staff is recommending Amendment No. 1 to the maintenance services agreement with Bear to increase the contract not-to-exceed amount by an additional \$123,590 to cover several traffic signal repairs already completed as well as provide sufficient contractual spending authority for the balance of the initial three-year contract term with Bear. In addition, the proposed amendment also authorizes the City Administrator to approve any contract change orders up to 10% of the three-year contract not-to-exceed amount, or \$35,000. No other terms of the original agreement or compensation have been changed.

Staff is continuing to evaluate with the City Attorney's Office the balance of the City's maintenance services contracts and anticipates presenting additional contract amendments to the City Council for its consideration in September.

FISCAL IMPACT:

The amendment with Bear is to increase the contract not-to-exceed amount by \$123,590, for a cumulative three-year contract not-to-exceed amount of \$350,000, or an annual average expenditure of \$110,000 for Fiscal Year (FY) 2018-19 and \$120,000 for FY 2019-20 and 2020-21. The cost for these services was included in the FY 2019-20 Operating Budget.

Prepared by:



FOR.

Elsa Y. Robinson
Management Analyst

Reviewed and approved:



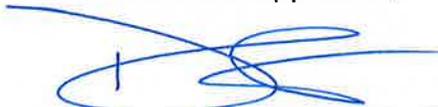
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amendment No. 1 to Maintenance Services Agreement with Bear Electrical Solutions, Inc.
2. Maintenance Services Agreement with Bear Electrical Solutions, Inc.

**AMENDMENT NO. 1 TO
MAINTENANCE SERVICES AGREEMENT
PROVISION OF TRAFFIC SIGNAL MAINTENANCE SERVICES WITH
BEAR ELECTRICAL SOLUTIONS, INC.**

This Amendment No. 1 (“Amendment”) to Maintenance Services Agreement is made and entered into effective the 23rd day of July 2019, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and BEAR ELECTRICAL SOLUTIONS, INC., a CALIFORNIA corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective July 10, 2018 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to increase compensation by an additional \$123,590 to account for unforeseen extraordinary repairs.

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

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

B. Amendment to Agreement.

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

2.1 Compensation. Consultant shall be paid in accordance with the fee scheduled set forth in Exhibit “A”. Consultant’s total compensation shall not exceed Three Hundred Fifty-Five Thousand Dollars (\$350,000.00) over the initial three-year 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. The City Administrator is also authorized to approve contract change orders up to a maximum of \$35,000 over the initial three-year term of this agreement.

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 Maintenance Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
Robert Asuncion, President

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2019

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

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

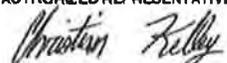
PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Underwriters Insurance Company	NAIC # 30104
		INSURER B: Hartford Fire Insurance Company	19682
		INSURER C: Hartford Casualty Insurance Company	29424
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1405087223 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	Y	57UEAFN9382	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	57UEAFN9268	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		57RHAFN9350	2/1/2019	2/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Maintenance Services Agreement. The City of Placentia and its elected and appointed, its officials, boards, officers, officials, agents, employees, and Volunteers are additional insured, on a primary, non-contributory basis, per the attached endorsements. Policies contain a 30-day notice of cancellation, 10-day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
The City of Placentia 401 E. Chapman Placentia CA 92807	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5 d.

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

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

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured

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

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

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

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5 - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A 4.a of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

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

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

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

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-

completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.**

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

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

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

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

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

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

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

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

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

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

This insurance does not apply to:

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

undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

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

b. Lessors Of Equipment

- (1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

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

This insurance does not apply to:

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

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

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

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within 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.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

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

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

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

SECTION III – LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

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

5. Each Occurrence Limit

Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

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

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

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

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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

(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

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

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

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

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

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

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2019

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

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

PRODUCER Willis Towers Watson 12980 Metcalf Ave Suite 500 Overland Park KS 66213	CONTACT NAME: San Jose PHONE (A/C, No Ext): (408) 321-9901 . FAX (A/C, NO): (360) 828-0699 EMAIL ADDRESS: Jerry.Sparks@bbsihq.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ACE American Insurance Company 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Barrett Business Services, Inc. L/C/F BEAR ELECTRICAL SOLUTIONS, INC. 1341 ARCHER STREET SAN JOSE, CA 95131	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			C66009919	02/01/19	02/01/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
				Covered states: CA			E L EACH ACCIDENT	\$2,000,000
							E L DISEASE - EA EMPLOYEE	\$2,000,000
							E L DISEASE - POLICY LIMIT	\$2,000,000

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

CERTIFICATE HOLDER City of Placentia 401 E Chapman Placentia Ca 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATA THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Authorized Rep <i>Brian Hester</i>
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AGENCY CUSTOMER ID: _____

LOC: #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Lockton Affinity		NAMED INSURED: Barrett Business Services, Inc. L/C/F BEAR ELECTRICAL SOLUTIONS, INC. 1341 ARCHER STREET SAN JOSE, CA 95131	
POLICY NUMBER C66009919		EFFECTIVE DATE: 02/01/19	
CARRIER ACE American Insurance Company	NAIC CODE 22667		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (01/14)

CERTIFICATE HOLDER: City of Placentia

ADDRESS: 401 E Chapman Placentia Ca 92870

re - maintenance services agreement

**CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH BEAR ELECTRICAL SOLUTIONS, INC.**

THIS AGREEMENT is made and entered into this 10th day of July, 2018 , by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Bear Electric Solutions, Inc., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide agreement for Traffic Signal System Maintenance, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Seventy-Five Thousand Four-Hundred Seventy Dollars (\$75,470.00) per year or a cumulative amount of Two Hundred Twenty-Six Thousand and Four Hundred and Ten Dollars (\$226,410.00) over the initial three-year contract term.

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

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

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

3.0. TIME OF PERFORMANCE

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

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 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The contract may also be extended for one additional two-year term based on the City's discretion and contractor performance.

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

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

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

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

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

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

5.0. INSURANCE

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

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

compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

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

IF TO CONSULTANT:

Bear Electrical Solutions, Inc.
1341 Archer Street
P.O. Box 924
Alviso, CA 95002-0924
Tel: (408) 449-5178
Fax: _____
Attn: Robert Asuncion, President

IF TO CITY:

City of Placentia

401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8120
Fax: _____
Attn: Luis Estevez

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



Damien R. Arrula
City Administrator

Date: 08/29/18

ATTEST:



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

CONSULTANT



Signature

Robert Asuncion

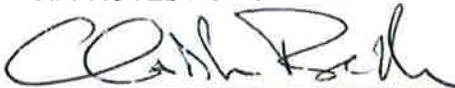
Name and Title

46-1898744

Social Security or Taxpayer ID Number

Date: 06/28/18

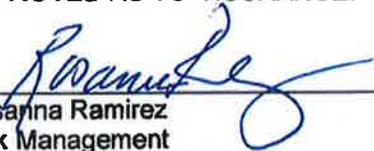
APPROVED AS TO FORM:



Christian L. Bettenhausen
City Attorney

Date: 7/9/18

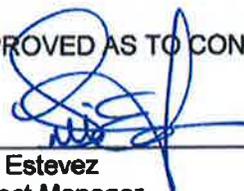
APPROVED AS TO INSURANCE:



Rosanna Ramirez
Risk Management

Date: 8-28-18

APPROVED AS TO CONTENT:



Luis Estevez
Project Manager

Date: 7/5/18

DEPARTMENTAL APPROVAL



Luis Estevez,
Director of Public Works

Date: 7/5/18

EXHIBIT A
CONSULTANT'S PROPOSAL

Section C

PROPOSAL

Bidders Name Bear Electrical Solutions, Inc.

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.

Accompanying this proposal is (Circle one "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond" in the form furnished by the City", as the case may be) in the amount of \$ _____, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. 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 and bonds within 15 calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. 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 Public Works Manager of the CITY OF PLACENTIA, to the satisfaction and under the direction of the Public Works Manager, 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 one additional two-year term, 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
California
BID FOR
TRAFFIC SIGNAL SYSTEM MAINTENANCE**

Base Bid Schedule

NO.	SERVICE LOCATION	SERVICE TYPE	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Maintain each signalized intersection – monthly, quarterly, bi-annually, and annual services	Preventative Maintenance	<i>JE</i> <i>1</i> <i>SB</i>	EA	\$ 50 -	\$ <i>3,050 -</i> <i>2,900 JE</i>
2.	Maintain each Quiet Zone signalized intersection – monthly, quarterly, bi-annually, and annual services	Preventative Maintenance	3	EA	\$ 55 -	\$ 165 -
Subtotal Base Bid Amount:						\$ <i>3,215 -</i> <i>\$3,065</i>

3,065 / MONTH
36,780 / YEAR **Extraordinary Repairs Bid Schedule** *JE*

NO.	SERVICE LOCATION	SERVICE TYPE	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Replace 8" diameter Type E detector loops, including lead-in and cable splicing	Extraordinary Repairs	20	EA	\$ 350 -	\$ 7,000 -
2.	Replace burned-out Light Emitting Diodes (LED) Module	Extraordinary Repairs	20	EA	\$ 70 -	\$ 1,400 -
3.	Replace burned-out internally illuminated street name sign (ISNS) lamps	Extraordinary Repairs	10	EA	\$ 65 -	\$ 650 -
4.	Replace burned out intersection safety light	Extraordinary Repairs	10	EA	\$ 65 -	\$ 650 -
5.	Extraordinary Repairs – Hourly Rate	Extraordinary Repairs	150	HOURS	\$ 118 <i>50</i>	\$ 17,775 -
6.	Extraordinary Repairs – After-Hours Hourly Rate	Extraordinary Repairs	50	HOURS	\$ 160 -	\$ 8,000 -
Subtotal Base Bid Amount:						\$ <i>35,475 -</i>

Grand Total Base Bid and Extraordinary Bid Schedule Amount written in numbers:

\$ 38,690 -

Grand Total Base Bid and Extraordinary Bid Schedule Amount written in words:

Thirty Eight Thousand and Six Hundred Ninety two ⁰⁰/₁₀₀

36,780 / YEAR BASE BID
 # 38,690 / YEAR EXTRAORDINARY BID SCHEDULE
 # 75,470 ANNUAL NOT TO EXCEED AMOUNT *JE*

NOTE: The City reserves the right to award a contract to the lowest responsible bidder, which is based on the grand total amount of the base bid schedule and extraordinary bid schedule combined. The City reserves the right to reject all bids and re-advertise, 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. 9820790, Class A, C-10, C-31, D-31 (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder Bear Electrical Solutions, Inc.		
Business Address 1341 Archer Street, PO Box 924, Alviso, CA 95002-0924		
Business Tel. No. (408) 449-5178		

	05/14/18	Vice President
Signature	Date	Title

	05/14/18	Corporate Secretary
Signature	Date	Title

Signature	Date	Title
-----------	------	-------

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

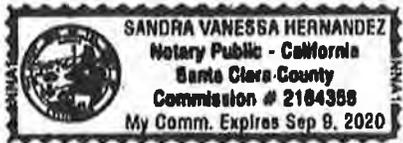
On May 14, 2018 before me, Sandra Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Asuncion, Andrew Bader
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint venturers or of fewer than all of the partners/joint venturers if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint venturers, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint venturers, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation:

Business Address: 1341 Archer Street, PO Box 924, Alviso, CA 95002-0924

Telephone and Fax Number: (408) 449-5178 fax (408) 449-5147

California State Contractor's License No. and Class: #982079 Class A,C-10,C-31,D-31
(REQUIRED AT TIME OF AWARD)

Original Date Issued: _____ Expiration Date: 03/31/19

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Justin Cataldo-Regional Manager, Robert Asuncion-Vice President

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
------	-------	---------	-----------

Mike Peters	President	1341 Archer St, Alviso, CA 95002	(408) 449-5178
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Andrew Bader	Vice President	1341 Archer St, Alviso, CA 95002	(408) 449-5178
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Robert Asuncion	Vice President	1341 Archer St, Alviso, CA 95002	(408) 449-5178
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Corporation organized under the laws of the State of California

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

not applicable

Have you ever had a contract terminated by the owner/agency? If so, explain.
NO

Have you ever failed to complete a project? If so, explain.
NO

Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.
NO

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Subscribed and sworn to before me By
This _____ day of _____, 2018.

(Signature of Notary Republic)

(SEAL)

SEE ATTACHED

(print name of Owner or
President of Corporation/Company)

[Handwritten Signature]

(Signature)
Owner

(Title)

05/14/18

(Date)

[Handwritten Signature]

(Signature of Secretary of Corporation)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On May 14, 2018 before me, Sandra Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert Asuncion, Andrew Bader
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

REFERENCES: Contractor must use this form!!! Please print or type.

Bidders Name Bear Electrical Solutions, Inc.

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency contracts you have worked on (or are currently working on) in the past 2 years in excess of \$15,000, provide the following information:

1
Agency Name City of Tustin
Contact Person Krys Saldivar Telephone (714) 573-3172
Original Contract Amount \$ \$550k per year Final Contract Amount \$ \$550k

If final amount is different from original, please explain (change orders, extra work, etc.)
No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.
No / No

2
Agency Name City of Aliso Viejo
Contact Person Shaun Pelletier Telephone (949) 425-2533
Original Contract Amount \$ 100k per year Final Contract Amount \$ 100k

If final amount is different from original, please explain (change orders, extra work, etc.)
No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.
No / No

3
Agency Name City of Carlsbad

Contact Person Doug Bilse Telephone (760) 602-7504

Original Contract Amount \$ 600k per year Final Contract Amount \$ 600k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No / No

4

Agency Name City of Covina

Contact Person David Gilbertson Telephone (626) 384-5491

Original Contract Amount \$ 50k per year Final Contract Amount \$ 50k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No / No

5

Agency Name City of Glendora

Contact Person Ulises Benavente Telephone (626) 914-8247

Original Contract Amount \$ 45k per year Final Contract Amount \$ 45k

If final amount is different from original, please explain (change orders, extra work, etc.)

No

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No/ No

DESIGNATION OF SURETIES

Bidder's name Bear Electrical Solutions, Inc.

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

McSherry and Hudson, 160 W. Santa Clara Street, Suite 715 San Jose, CA 95113

Broker: Vince Scolari (408) 550-2130

General Liability, Automobile, Workers Comp., Umbrella Insurance(s)

Bonds - Bid, Payment, and Performance Bonds

ACKNOWLEDGEMENT OF ADDENDA

Bidder's name Bear Electrical Solutions, Inc.

The bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Signature
NOUE →		
		

**CONTRACTOR'S INDUSTRIAL SAFETY RECORD
TO ACCOMPANY PROPOSAL**

Bidder's Name BEAR ELECTRICAL SOLUTIONS, INC

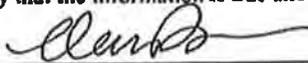
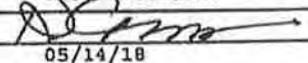
Record Last Five (5) Full Years
Current Year of Record

	Current Year of Record	2017	2016	2015	2014	2013	Total	Year
No. of contracts		600	550	500	460	200	2310	
Total dollar Amount of Contracts (in Thousands of \$)		11,000	7,000	6,000	4,000	6,700		
No. of fatalities		0	0	0	0	0	0	
No. of lost Workday Cases		0	0	0	0	0	0	
No. of lost workday cases involving permanent transfer to another job or termination of employment		0	0	0	0	0	0	

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder Bear Electrical Solutions, Inc.
 Business Address: 1341 Archer St, Alviso, CA 95002
 Business Tel. No.: (408) 449-5178
 State Contractor's License No. and Classification: 982079, Class A, C-10, C-31, D-31
 Title GENERAL CONTRACTOR

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder 
 Date 05/14/18
 Title Vice President - CFO
 Signature of bidder 
 Date 05/14/18
 Title Vice President
 Signature of bidder _____
 Date _____
 Title _____
 Signature of bidder _____
 Date _____
 Title _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Santa Clara)

On May 14, 2018 before me, Sandra Hernandez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Robert Asuncion, Andrew Bader
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Sandra Hernandez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by notarized signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners joint venturers, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners/joint venturers, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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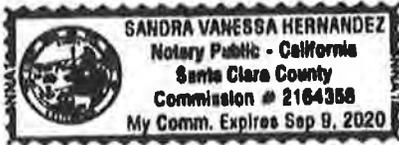
State of California)
County of Santa Clara)

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Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**LIST OF SUBCONTRACTORS
TO ACCOMPANY PROPOSAL**

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general Contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid or ten thousand dollars (\$10,000), whichever is greater.

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid
Smithson Electric & Saw Inc. 1938 Katella Avenue, Orange, CA (714) 997-9556	Extra. 1	20%	Concrete Cutting & Loop Wire Installation	20%

Bond No. N/A

Bond Premium N/A

BID BOND TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Placentia, has issued an invitation for bids for the work described as follows:
TRAFFIC SIGNAL SYSTEM MAINTENANCE

WHEREAS Bear Electrical Solutions, Inc.
1341 Archer Street
Alviso CA 95002

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and International Fidelity Insurance Company
2999 Oak Road, Suite 820
Walnut Creek CA 94597

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of ten percent of the amount bid

 Dollars (\$10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 2, 2018

"Principal"

Surety"

Bear Electrical Solutions, Inc.

International Fidelity Insurance
Company

By: 
Its VICE PRESIDENT
By: _____
Its _____

By: 
Its Attorney-In-Fact, Vincent M. Scolari
By: N/A
Its _____

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

Tel (873) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

VINCENT M. SCOLARI, F. R. HUDSON, III, DAVID J. BACHAN, CHARLES M. GRISWOLD,
DEBORAH L. TABLAK, WENDY R. PASTORA, PATRICIA K. SIMICICH, YESENIA RIVERA

Watsonville, CA.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of the process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 2nd day of May, 2018

MARIA BRANCO, Assistant Secretary

Employee Name and Position	Residence	Electricians & Engineer Experience		Certifications/Licenses	Experience/Specialty				Software/Hardware							
		Years of Experience	%Work for City		Traffic Signal	Streetlighting	ITS	USA	Econolite Systems	Video Detection	170 - Bitran and Caltrans	EVP	Ethernet/Copper	Wireless Interconnect	SMART Streetlights	Fiber Optics
Robert Asuncion - Principal / Traffic Engineer	San Jose	19	5	Class A - Contractors, TR NO. 2156, IMSA Level III Field, Level II Bench - ACTRA/TACTICS proficient	X	X	X		X	X	X	X	X	X	X	
Justin Cataldo - Regional Manager	Brea	23	20	OSHA, SWPPP, IIP	X	X	X	X	X	X	X	X	X	X	X	
Wes Swanner	Anaheim	35	35	NEC, IMSA Level III	X	X	X	X	X	X	X	X	X	X		
Ralph Murillo	Corona	17	35	NEC, IMSA Level III	X	X	X	X	X	X	X	X	X	X	X	
Minh Pham	Fountain Valley	17	50	NEC, IMSA Level III	X	X	X		X	X	X	X	X	X	X	
Rene McLaugh	Corona	10	20	NEC, IMSA Level III	X	X	X	X	X	X	X	X	X	X	X	
Vinny Nguyen	Garden Grove	16	50	IMSA Level III	X	X	X	X	X	X	X	X	X	X	X	
Art Torres	Lake Elsinore	6	10	IMSA Level III	X	X	X		X	X	X	X		X		
Bernardo Torres	La Puente	4	10	IMSA Level II	X	X					X	X				
Christopher Garcia	Whittier	1	20	IMSA Work Zone	X	X										
Rene Simon	San Jose	22	10	IMSA Work Zone, Fiber Optic Certified			X						X	X		X

Table 1.0 Placentia Electrician/Engineer Team

ATTACHMENT A

GENERAL PROVISIONS AND CONTRACT SCOPE OF WORK

GENERAL

Contractor shall provide monthly, quarterly, bi-annually and annual preventive maintenance, approved response maintenance and emergency response maintenance to traffic signal equipment, safety lights, flashing beacons, RRFB's, speed feedback signs, and other existing/future related equipment by duly trained and qualified personnel approved by the City. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, services and material and perform all work necessary to maintain in a good and workmanlike manner all traffic signal facilities at the locations listed herein.

All work performed or equipment or parts supplied by Contractor shall be subject to the inspection and approval of City. The "City" shall mean Director of Public Works or their authorized representative. "Director of Public Works" shall mean the Director of Public Works or authorized representative.

All Preventive Maintenance will be billed at an established unit bid price, with approved extraordinary maintenance and repairs along with emergency response maintenance paid on a time and materials basis based on the established hourly labor rates in the bid schedule. Materials may only be marked up a maximum of 15% and back up materials indicating the cost for the materials paid by the contractor shall be submitted with all extraordinary maintenance and repair invoices. All vehicle and equipment rates shall be included in the hourly rate paid for extraordinary or emergency work. No additional compensation will be allowed.

Any inability to provide Preventive Maintenance, as scheduled, to each traffic signal, safety light, flashing beacon, and speed feedback sign will result in Contractor being subjected to liquidated damages of \$400 per day, per traffic signal location.

Contractor shall provide Emergency Response for City's traffic signals, safety lights, flashing beacons and speed feedback signs on a twenty-four (24) hour a day, seven (7) days per week basis, including all holidays.

Contractor shall cooperate with City in recalibrating traffic signal coordination timing and progression. Contractor shall change the timing of traffic signals only upon the direction or advance written approval of City. During emergency conditions, Contractor shall assure full cooperation with the City and employees of the City and other agencies, as indicated.

Contractor shall not represent City in matters of policy or procedures under this contract, shall not make any reference to City policy or procedures to other than

the City, and shall refer all questions or inquiries from the public regarding policy, procedures, or terms and conditions of the contract, to City.

2. QUALIFICATIONS

Contractor shall have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to maintain the traffic signal facilities in good workmanlike manner.

All signal work shall be performed in accordance with the latest Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation, and shall be in compliance with the latest version of the *California Manual on Uniform Traffic Control Devices* (CA MUTCD).

Contractor shall assign at least one full-time signal maintenance technician to maintain City's signals, flashers, and appurtenant equipment. At a minimum, one of these technicians shall have certifications of Level II Traffic Signal Technician from the International Municipal Signal Association (IMSA), for at least two years. City requires a list of the signal maintenance technicians anticipated to work regularly in City. City reserves the right to determine the Contractor's assignment of personnel to City. If appropriate, Contractor shall replace any personnel assigned to City whose performance is considered unacceptable by City. City shall be consulted on any planned change in personnel prior to implementation.

Contractor shall have on hand at all times at least two (2) spare systems compatible controllers for City use in the event of emergency.

Contractor shall maintain a single local telephone number where a live person can be reached twenty-four (24) hours per day. This telephone number shall be made available to all persons designated by City.

Contractor shall have skilled personnel and proper lab-testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment and traffic control appurtenances. All testing and test facilities shall conform to current NEMA Specifications.

Contractor shall keep itself informed of all State and Federal laws and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this RFP or its proposal. Contractor shall, at all times, observe and comply with all such laws and regulations. City, and its officers and employees, shall not be liable at law or in equity by reason of the failure of Contractor to comply with this paragraph.

3. EQUIPMENT REQUIRED

Contractor shall provide vehicle(s) to be used by the technicians serving the City, which shall be equipped with a permanently mounted arrow board; warning beacon/strobe lights; traffic cones; construction warning signs; a hydraulic bucket capable of reaching a height of at least twenty-eight (28) feet above the roadway surface; necessary computer laptop for programming, maintenance and testing

of traffic signal controllers and various equipment; portable CCTV monitor; and communications equipment for dispatch. All of Contractor's employees working within the boundaries of City shall be equipped with a communications device capable of instant 2-way communications for extended periods of time with Contractor's shop or with City staff.

Contractor must possess and have readily available, in functioning order, all required tools, equipment, apparatus, facilities and materials needed to perform all work necessary to maintain and repair the traffic signals, safety lights, flashing beacons, RRFB's and speed feedback signs in the City, in compliance with current Caltrans and County of Orange standards and specifications. All excess materials and equipment in Contractor's inventory shall be the property and responsibility of Contractor until such materials or equipment is used or installed in City.

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. In those cases where a complex controller or component has to be repaired, Contractor shall install a substitute controller or component of his own while he is repairing the defective controller or component. Such substitute equipment shall be compatible with City's system.

4. PREVENTIVE MAINTENANCE

The agreement price for Preventive Maintenance shall include the following services and any other service not specified under Approved Response Maintenance or Emergency Response Maintenance, *including service of the signalized intersections within the BNSF Railroad Corridor Quiet Zone.*

a. Quiet Zone Intersections

Quiet Zone intersections include railroad pre-emption, additional signal heads and additional equipment in the controller cabinets to monitor and operate the loop detectors associated with the railroad quad gate system. The current Quiet Zone locations are listed below:

Orangethorpe Avenue and Richfield Road

Orangethorpe Avenue and Van Buren Street

Orangethorpe Avenue and Jefferson Street

b. Monthly Inspections

Contractor shall make a routine inspection of all traffic signal equipment, including the interconnect conduit/cables, video detection cameras, flashing beacons, RRFB's and permanent speed feedback signs, once per month. Contractor shall maintain a written record in each controller cabinet showing the date and time checked. Controller assemblies shall not be replaced, except for repair, without prior approval of City.

The monthly inspection of each signalized intersection shall include, at a minimum, the following:

1. Walk the intersection and visually inspect all signal heads and video detectors (where applicable) for proper operation, alignment, broken lenses, and missing parts. Depress all pedestrian push buttons and observe the proper timing and display. Report any observed problems to City. Correct any minor observed problems as soon as possible thereafter and make arrangements for any other needed repairs/replacements.
2. Contractor shall furnish and replace all standard LED signal modules at all traffic signals as they become non-functional or inoperative. Material and/or labor and equipment for all LED outages still covered under manufacture warranty is included, when applicable.
3. Examine the functioning of the controller in relation to the traffic. Report functional and timing problems to City as soon as possible. Correct functional problems as soon as approved by City.
4. Inspect, clean, and adjust each controller and cabinet assembly, each video detection camera, and each battery backup system.
5. Observe and check for proper operation of the detector loops and amplifiers. Adjust or re-tune the detector amplifiers and correct substandard splices, as necessary. Report improper detection operation and causes to City.
6. Inspect all relays, switches, and terminals, etc. and replace or make adjustments, as necessary. Make arrangements to promptly fix those deficiencies which cannot be corrected immediately.
7. Check and adjust fan operation. Check the filter for tight fit, and tape, if required. Clean and vacuum the cabinet, as necessary. Examine cabinet exterior for water, excessive dampness, and plant or animal intrusion. Determine cause and correct the condition.
8. Inspect battery backup system (if the signal is equipped with such unit) to ensure unit is fully charged. Report improper operation to City.
9. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

The monthly inspection of City's signal system shall also include the tasks listed below. Report all malfunctions to City and make arrangements to promptly fix deficiencies.

1. Make nighttime drive through each signalized intersection to visually inspect for malfunctions of traffic signals, illuminated street name signs (ISNS) and highway safety lights. Contractor shall submit a monthly night survey to City indicating outages of traffic signals, safety lights, and illuminated street name signs, and the date and time of the survey for each.
2. Observe and check the flashing beacons and RRFB's for proper operation and for missing or damaged equipment.
3. Observe and check the permanent speed feedback signs for proper operation and for missing or damaged equipment.

The 3-month inspection of each signalized intersection (in addition to monthly) shall include, at a minimum:

1. Check the signal timing settings and match with the timing sheet found in the controller cabinet provided by City. Immediately report any discrepancies to City.
2. Visually inspect roadway along loop detectors for possible exposed wires, cracks and potholes. Contractor shall clean and fill deteriorated loop detector saw cuts with epoxy as necessary. Once it is determined by City that the saw cut has deteriorated to a point that applying more epoxy is insufficient, the detector shall be replaced. Contractor shall replace deteriorated loop detectors as part of approved response maintenance (Section 5) at the contract unit price. This price shall include the saw cut lead-ins as required. Contractor shall also inspect loop stub out and home run locations for deterioration and depressions, and fill, as necessary. All loop detector problems and repairs shall be reported to City in writing.
3. Make any minor repairs to controller, monitor and other equipment, as needed. Otherwise, report other needed repairs to City and arrange for the repairs.
4. Check operation of City-owned battery backup systems and batteries and make recommendation to the City.
5. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

The 6-month inspection of each signalized intersection (in addition to monthly and 3-month) shall include, at a minimum:

1. Replace the air filter elements, in all cabinets so equipped. Replacement shall be a vinyl-poly air filter. No paper or metal filters are to be used.
2. Check ground rod clamps and wire.
3. Check for all cabinet documentation to make sure it is in cabinet.
4. Check operation of fan and thermostat.
5. Check operation of ground fault receptacle.
6. Visually check integrity of splices.
7. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

Annual Preventive Maintenance of each signalized intersection (In addition to monthly, 3-month and 6-month) shall include, at a minimum:

1. Clean and polish all traffic signal and video camera lenses.
2. Check weatherproof gaskets on controller cabinet.
3. Check duct sealant in each pull box and cabinet.
4. Lubricate hinges and locks on controller cabinet.
5. Check all indicator lamps. Replace all incandescent lamps.
6. Test and record illuminance of all LED lamps. Replace all lamps that fail minimum required levels (See monthly note).
7. Open and inspect all pull boxes.
8. Check all connectors.
9. Check all detector extensions.
10. Manually record inspection date and time in controller cabinet and send written confirmation of monthly inspection with recommendations to the City.

Contractor shall paint the traffic signal equipment listed below at least once during the base 3-year contract as part of the Preventive Maintenance contract unit price. Repainting shall be conducted by spray painting methods. Contractor shall record painting date and time in controller cabinet and send monthly written confirmation of completed work with recommendations to the City.

1. Pedestrian heads including frameworks.
2. Pedestrian pushbuttons including frameworks.
3. Vehicular signal heads, back plates and visors including frameworks.

c. Compensation for Preventive Maintenance

City will compensate Contractor based on the unit bid pricing included in the base bid schedule for Preventive Maintenance in Exhibit B for the monthly, quarterly, bi-annually, and annual preventive maintenance services previously described in this section.

d. Compensation for Extraordinary Repairs

City will compensate Contractor based on a time and materials basis utilizing the hourly rates included in the Contractor's bid schedule. Time shall be calculated in ¼ hour increments. A maximum 15% markup on all materials purchased and utilized for repairs will be allowed. Backup materials outlining the costs paid by the Contractor for materials utilized for Extraordinary Repairs must be attached to the invoice. All vehicle and equipment costs shall be included in the hourly rates provided in the bid schedule. Responding drive time to the affected intersection shall NOT be included in the total number of hours to be compensated for Extraordinary or Emergency response work.

5. APPROVED RESPONSE MAINTENANCE

Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The malfunctions, failures or outages that do not require an emergency response (see Section 6), shall be considered "Approved Response Maintenance" that shall only be performed upon approval by City (see "Notification"). City will provide a simple approval form that can be faxed or emailed to the City for a quick response.

Contractor shall replace or repair any and all defective parts of the signal system caused by signal failure or malfunction, as the occasion arises, including, but not limited to the signal controller, master controllers, modems, conflict monitors, relays, interconnect, flashers, lamps, LED modules, detector loops, video detection cameras, home run locations, push buttons, sensing units, safety lights, illuminated street name sign lights (ISNS), safety lights, load switches, flasher switches, breaker switches, ballasts, starters, sockets, fuses, fuse holders, photoelectric cells, battery back-up units, and wiring systems. ISNS lamps shall be F72T2 Cool White Fluorescent lamps meeting the requirements of ANSI STD. C78. At the time of "re-lamping", Contractor shall clean and polish all lenses and reflectors, align signal heads and adjust all mast arm mounted street name signs, including illuminated street name signs, and safety lights.

No permanent change shall be made without prior approval of City. Whenever equipment is removed, Contractor shall notify City by phone and email within twenty-four (24) hours.

- a. **Approved Response Maintenance shall consist of but not be limited to the following:**
1. **Loop detector replacement.**
 2. **LED module replacement.**
 3. **LED module replacement.**
 4. **ISNS lamp replacement.**
 5. **Safety light replacement.**
 6. **Replacement of internally illuminated street name signs. Replacements shall meet the latest California MUTCD and City standards, particularly regarding letter size.**
 7. **Replacement of Walk/Don't Walk pedestrian signal lamps, as they become non-functional or inoperative, or as directed by City, with solid-state (Walking Person/Upraised Hand or Walking Person/Upraised Hand/Countdown pedestrian signal) indicators.**
 8. **Replacement of Walking Person/Upraised Hand and Walking Person/Upraised Hand/LEDs as they become non-functional or inoperative. May be upgraded to Walking Person/Upraised Hand/Countdown pedestrian signal indicators, as directed by City. Contractor shall also replace ballasts and transformers/solid-state transformers for these units as required.**
 9. **Replacement of Walking Person/Upraised Hand/Countdown pedestrian signal lamps/LEDs as they become non-functional or inoperative. Contractor shall also replace ballasts and transformers/solid-state transformers for these units as required.**
 10. **Installation of complete new pedestrian heads with Walking Person/Upraised Hand or Walking Person/Upraised Hand/Countdown pedestrian signal indications (as directed by City), solid-state transformers, and clamshell mountings.**
 11. **Repainting of electric meter service cabinets, and controller cabinets. Repainting shall be conducted by spray-painting methods. Controller cabinets shall be painted with enamel (aluminum color) or as otherwise directed by City.**

12. Installation or replacement of new battery back-up units, as directed by the Director of Public Works.
 13. Installation or replacement of new electrical service cabinets, as directed by the Director of Public Works.
 14. Minor upgrades or installations as directed by City.
- b. Notification. Contractor shall contact the Director of Public Works or his approved designee regarding any Approved Response Maintenance and obtain City's prior approval before the work is scheduled, using the Approval Form provided by City. Contractor shall notify the Director of Public Works or his designee and obtain approval in advance before any work is commenced, except in emergencies where injury or property damage may result without prompt response.
- c. Compensation for Approved Response Maintenance
City shall compensate Contractor for Approved Response Maintenance required beyond the scope of Preventive Maintenance as follows:
1. Materials. City shall pay Contractor for materials used in Approved Response Maintenance at Contractor's cost from the supplier plus the percentage markup specified in this agreement. All materials and parts shall be new or have the approval of the Director of Public Works, if otherwise. City has the right to inspect Contractor's records to verify any material costs used in Approved Response Maintenance.
 2. Direct Labor. Contractor shall present with his monthly invoice a record of hours spent in Approved Response Maintenance of traffic signals and appurtenances per intersection, per response. City shall pay Contractor for such hours of Approved Response Maintenance at the rates specified in this agreement. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave or any local, State, Federal or union tax or assessment and vehicle and equipment costs.

6. EMERGENCY RESPONSE MAINTENANCE

Emergency Response Maintenance is typically performed in response to a failure or malfunction of the signal system caused by equipment failure, vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, or

excavation, where injury or property damage may result without prompt response.

Contractor shall investigate and determine the corrective requirements for each reported malfunction, failure or outage of the traffic signal system. The malfunctions, failures or outages that require an emergency response, shall be considered "Emergency Response Maintenance," not requiring advance approval by City. In response to an emergency, Contractor shall replace or repair any and all defective parts of the signal system causing signal failure or malfunction, as needed to bring the signal system to operating condition.

Contractor shall maintain a twenty-four (24) hour per day emergency service for the repair of signal system controller malfunctions or any damage creating a public hazard, for which Contractor shall repair parts, replace parts and lamps, and otherwise keep the traffic signals in good working condition. Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number is to be made available to all persons designated by City.

Contractor shall respond within one (1) hour to service calls on an emergency basis. However, Contractor shall respond immediately to emergency calls such as a total blackout, when directed by City or Public Safety personnel.

For the emergency repair of a signal, which is totally blacked out, the following procedure of traffic control shall apply:

- a. Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal conditions. Contractor's vehicles shall carry traffic cones, flashing arrow boards, traffic warning signs, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician or City Representative.
- b. If no police officer is present and temporary stop signs have been set up when Contractor arrives at the site, Contractor shall set up more traffic warning and control devices if deemed necessary and proceed to repair the signal. Prior to putting the traffic signal back in operation, Contractor shall remove all of the temporary traffic control devices and return those devices owned by City to the City Yard.
- c. Compensation for Emergency Response Maintenance

City shall compensate Contractor for Emergency Response Maintenance required beyond the scope of Preventive Maintenance as follows:

1. Materials. City shall pay Contractor for materials used in Emergency Response Maintenance at Contractor's cost from the supplier plus the percentage markup specified in this agreement. All materials and parts shall be new or have the approval of the Director of Public Works, if otherwise. City

has the right to inspect Contractor's records to verify any material costs used in Emergency Response Maintenance.

2. Direct Labor. Contractor shall present with his monthly invoice a record of hours spent in Emergency Response Maintenance for traffic signals and appurtenances per intersection. City shall pay Contractor for such hours of Emergency Response Maintenance at the rates specified under extraordinary repairs bid schedule in this agreement. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave, or any local, State, Federal or union tax or assessment and vehicle and equipment costs.

7. NOTIFICATION

Contractor shall notify City within 24 hours of the alteration of the operation of any signal or the installation or removal of any substitute controller or component, by telephone and by e-mail.

8. SHUTDOWNS

Contractor shall notify the Placentia Police Department and the Director of Public Works of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Works.

9. RECORDS

Contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, hour of day and description of service work performed. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

A log sheet giving a brief description of all Preventive Maintenance, Approved Response Maintenance and Emergency Response Maintenance shall be attached to each monthly invoice.

Each monthly invoice shall summarize the work performed, noting the monthly Preventive Maintenance fee, the total fee for Approved Response Maintenance for the month, the total fee for Emergency Response Maintenance for the month, and the grand total of charges for the month. A monthly report of activities for each intersection's events, sorted by type of maintenance, then sorted by date/time, shall be attached to the monthly invoice in support of the monthly charges.

10. COMPENSATION

City will compensate Contractor at the unit price per signalized intersection for Preventive Maintenance, and at the labor and equipment costs for Approved Response Maintenance and Emergency Response Maintenance, as described in sections 4, 5 and 6 herein per month.

Contractor shall agree to receive and accept the prices shown in his bid proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this contract; and also for all loss or damage arising out work performed, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof.

11. ADDITIONS TO SYSTEM

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed, or become a part of the maintenance requirements of City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of preventive maintenance will be prorated from the day Contractor is notified.

12. TYPES OF SIGNALS

The agreed-upon prices for Preventive Maintenance, Approved Response Maintenance, and Emergency Response Maintenance shall apply to all types of signal controllers, accessories and systems as may exist in City now or that may be installed during the life of the contract.

13. TRAFFIC CONTROL

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times. Contractor shall obtain a no-fee encroachment permit from City prior to any lane closures or construction activity within City rights-of-way. All warning lights, signs, flares, barricades, delineators, detours and other facilities for the sole convenience and direction of public traffic shall be furnished and maintained by Contractor. All traffic control shall conform to, and be placed in accordance with, the latest California Manual on Uniform Traffic Control Devices. Flashing arrow boards shall be furnished and maintained as directed by the Director of Public Works.

During working hours, a minimum of one 12-foot wide travel lane in each direction, and all existing left-turn pockets whenever feasible, shall be maintained. No lane closures on arterial highways will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 4:00 p.m. and 6:00 p.m., unless an emergency situation exists and such a closure is necessary to safeguard the traveling public. Separation between travel lanes, channelization and delineation

of the maintenance area shall be accomplished by the use of delineators and/or cones placed at a maximum of 15 feet on center.

Each vehicle used to place and remove components of a traffic control system on multi-lane highways shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining or removing said components. The flashing arrow board shall be in place before a lane closure(s) requiring its use is implemented. When maintenance is complete, all traffic control signs, barricades, delineators, etc., shall be removed from the site.

14. PUBLIC CONVENIENCE AND SAFETY

Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic. Contractor shall furnish and maintain such fences, barriers, lights, warning devices and signs in compliance with the current *California Manual on Uniform Traffic Control Devices* (CA MUTCD) and the current *Work Area Traffic Control Handbook* (WATCH) as may be deemed necessary by the Director of Public Works to give adequate warning to the public at all times that the Road or Street is obstructed and of any abnormal conditions which would be encountered as a result thereof. Excavation shall not occur without prior notification to Underground Service Alert.

15. NEW SIGNAL CONSTRUCTION

From time to time, City may construct new signalized intersections. Contractor shall inspect the construction of new traffic signals as directed by City. The findings are to be presented to the representative designated by the Director of Public Works for their evaluation.

16. LABOR STRIKE

Contractor shall continue to provide continuous maintenance services, without any interruptions, of all traffic signals in City in case of any labor strikes. Contractor shall provide other means, at his own cost, to provide comparable continuous service as if there were no strike. Failing to do so will cause City to take whatever action is deemed necessary to provide such service and the cost will be borne by Contractor.

17. PATENTS

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

18. RESPONSIBILITY FOR DAMAGE

City, its City Council, employees and agents shall not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

19. SIGNALIZED INTERSECTIONS

Contractor shall maintain the sixty-nine (69) signal facilities as defined herein at the locations shown in Table 1, below.

Table 1

TRAFFIC SIGNALS MAINTAINED BY THE CITY OF PLACENTIA

1	Alta Vista Street	Central Avenue
2	Alta Vista Street	Dunnavant Drive
3	Alta Vista Street	Jefferson Street
4	Alta Vista Street	Van Buren Street
5	Bastanchury Road	Brookhaven Avenue
6	Bastanchury Road	McCormack Lane
7	Bastanchury Road	Placentia Avenue
8	Bastanchury Road	Tuffree Boulevard
9	Bastanchury Road	Valencia Avenue
10	Bradford Avenue	Madison Avenue
11	Chapman Avenue	Angelina Drive
12	Chapman Avenue	Bradford Avenue
13	Chapman Avenue	Central Avenue
14	Chapman Avenue	Kraemer Boulevard
15	Chapman Avenue	Melody Lane
16	Chapman Avenue	Melrose Avenue
17	Chapman Avenue	Murray Street
18	Chapman Avenue	Orangethorpe Avenue
19	Kraemer Boulevard	Alta Vista Street
20	Kraemer Boulevard	Bastanchury Road
21	Kraemer Boulevard	Crowther Avenue
22	Kraemer Boulevard	Golden Avenue
23	Kraemer Boulevard	Madison Avenue
24	Kraemer Boulevard	Morse Avenue/Sheffield Street
25	Kraemer Boulevard	Orangethorpe Avenue
26	Kraemer Boulevard	Patrician Lane
27	Kraemer Boulevard	Yorba Linda Boulevard
28	Melrose Street	Crowther Avenue
29	Melrose Street	La Jolla Street
30	Orangethorpe Avenue	Melrose Avenue
31	Orangethorpe Avenue	Placentia Avenue
32	Placentia Avenue	Crowther Avenue
33	Placentia Avenue	Fender Avenue
34	Placentia Avenue	Kimberly Avenue
35	Placentia Avenue	Lewis Place
36	Placentia Avenue	La Jolla Street/Via Burton

37	Placentia Avenue	Palm Drive
38	Placentia Avenue	St. John Way
39	Rose Drive	Alta Vista Street
40	Rose Drive	Buena Vista Street
41	Rose Drive	Castner Drive
42	Rose Drive	Linda Vista Street/Valparaiso Way
43	Rose Drive	Palm Drive
44	Valencia Avenue	Golden Avenue
45	Valencia Avenue	Shady Lane
46	Yorba Linda Boulevard	Bradford Avenue
47	Yorba Linda Boulevard	Jefferson Street/Prospect Avenue
48	Yorba Linda Boulevard	Linda Vista Street
49	Yorba Linda Boulevard	McCormack Lane
50	Yorba Linda Boulevard	Palm Drive
51	Yorba Linda Boulevard	Rose Drive
52	Yorba Linda Boulevard	Valencia Avenue
53	Kraemer Boulevard	Hawaii
54	Orangethorpe Avenue	Highland Avenue
55	Orangethorpe Avenue	Traub Lane
56	Orangethorpe Avenue	Del Cerro Drive
57	Orangethorpe Avenue	Miller Street
58	Rose Drive	Del Cerro Drive
Quiet Zone Intersections		
59	Orangethorpe Avenue	Jefferson Street
60	Orangethorpe Avenue	Richfield Road
61	Orangethorpe Avenue	Van Buren Street
Flashing Beacon and RRFB Locations		
62	Yorba Linda Boulevard	Seville Street
63	Yorba Linda Boulevard	Carthage Street
64	Valencia Avenue	Golden Avenue
65	La Jolla Street	Lawrence Street
Speed Feedback Sign Locations		
66	La Jolla Street	West of Lawrence Street
67	La Jolla Street	East of Lawrence Street
68	Valencia Avenue	Lemke Drive
69	Valencia Avenue	Chickasaw Drive

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
<p>Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.</p>	<p>All locations except locations where "your work" is or was related to a job or project involving single-family dwellings, multi-family dwellings (other than rental)</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

However:

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

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

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property 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 location 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.

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement prior to the date of loss.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

<u>SUBJECT</u>	<u>PROVISION NUMBER</u>
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AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	19
AMENDED FELLOW EMPLOYEE EXCLUSION	5
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BROAD FORM INSURED	1
BODILY INJURY REDEFINED	22
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HIRED AUTO COVERAGE TERRITORY	20
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TWO OR MORE DEDUCTIBLES	17
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	18
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	20

SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**** **3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

- h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

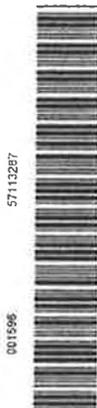
SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or



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- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4. Coverage Extension.
- f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision 11.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

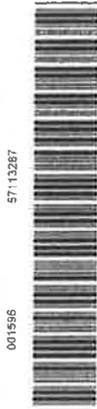
SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS, exception paragraph a. to exclusions 4.c. and 4.d. is deleted and replaced with the following:



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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph D. Deductible of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. TWO OR MORE DEDUCTIBLES

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph B.2. is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - 1. You, if you are an individual;
 - 2. A partner, if you are a partnership;
 - 3. Member, if you are a limited liability company;
 - 4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

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To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

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

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

21. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/22/2018

NAME OF INSURED: Bear Electrical Solutions, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Includes:

Additional Insured - ongoing operations per attached CG20330413.

Additional Insured - completed operations per attached CG20370413.

Primary and NonContributory Wording per attached CG20010413.

Waiver of Subrogation per attached form CG24040509.

Auto Liability:

Additional Insured and Waiver of Subrogation per attached form CA88100113.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 23, 2019

SUBJECT: **ORDINANCE ADDING ARTICLE VI TO CHAPTER 14.04 OF TITLE 14 OF THE PLACENTIA MUNICIPAL CODE TO ESTABLISH A PAVEMENT CUT MORATORIUM ON NEWLY PAVED AND SEALED STREETS**

FISCAL

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

SUMMARY:

In November 2018, Placentia voters approved Measure U that is estimated to generate approximately \$5 million in new annual General Fund revenues. The City Council also adopted a new Reserve Policy that outlines how new General Fund revenues the City receives, such as Measure U funds, are allocated and spent. Fifty-percent (50%) of annual Measure U funds will be allocated to infrastructure to assist the City in addressing long-standing maintenance and repair backlogs for its public streets and rights-of-way as well as parks and facilities and vehicle and equipment replacement. In addition, the City receives an annual allocation of SB-1 Gas Tax and Measure M funds to fund street repair and preventative maintenance projects. For Fiscal Year 2019- 2020, the City Council has allocated a total of \$3.2 million in Measure U, SB 1 Gas Tax, and Measure M funds to continue funding street repairs and maintenance. With these planned and future pavement rehabilitation projects, Staff is presenting the proposed ordinance (Attachment 1) for City Council's consideration to preserve the integrity of newly paved and slurry sealed streets from excavation and trenching by utility companies.

RECOMMENDATION:

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

Waive full reading, by title only, and introduce for first reading Ordinance No. 2019-XX, An Ordinance of the City Council of the City of Placentia, California, amending Title 14 of the Placentia Municipal Code by adding Article VI to Chapter 14.04 establishing a pavement cut moratorium on newly paved and sealed streets.

DISCUSSION:

The City of Placentia maintains over 131 miles of local streets and roads. Pavement deteriorates over time from environmental conditions and traffic loading, but the useful life of a street can be significantly impacted by cutting into the pavement for excavations and trenches

1. i.
July 23, 2019

associated with utility company improvements or repairs. Studies have shown that the damage from cutting and excavating in a street is more than cosmetic even after a competent repaving of the excavated area. To reduce the negative pavement impacts of trenching and excavating in public streets while preserving a public agency's investment into its new roads, many agencies adopt policies requiring more stringent trench restorations for newly paved streets. Several local agencies including the cities of Buena Park, La Habra Heights, Orange, and Santa Ana have pavement cutting moratorium ordinances that restrict or limit such excavations in newly paved and sealed streets and require more substantial pavement restoration if exceptions to the restrictions are authorized to reduce the impacts of the cut. These conditions often include paving over a larger area or an in-lieu fee that can be used to offset the reduced pavement life due to the cut. In addition, local agencies work closely with utility agencies to coordinate projects and road improvement projects such that utilities have opportunity to excavate and repair/replace underground facilities prior to City road rehabilitation or maintenance work.

On May 18, 2010, the City Council adopted Resolution No. R-2010-05, which prohibits excavation or cuts on newly paved streets for a period of twenty-four (24) months for slurry sealed streets, and thirty-six (36) months for paved/overlaid streets. Since adoption of this resolution, Staff has had some difficulty in enforcing these restrictions since they are not codified in the City's Municipal Code. Given that the City recently completed pavement rehabilitation and slurry seal work along with additional projects planned for the near future, Staff is recommending the adoption of the proposed ordinance (Attachment 1) to protect these investments and minimize the damage from premature pavement cuts as well as encourage all utility companies to coordinate their efforts with the City's planned road rehabilitation program.

The proposed ordinance that has been developed for City Council consideration seeks to protect the City's street infrastructure by increasing the moratorium period for newly paved and sealed streets, adopting requirements for restoration of street surfaces and ensuring that any cuts are repaired to the satisfaction of the City. If approved, the Ordinance would be establishing the following regulations:

- For streets that have been paved or reconstructed, no cuts will be permitted for a period of five (5) years.
- For streets that have been sealed or coated, no cuts will be allowed for a period of three (3) years.

While a moratorium is in place, a street cannot be cut, potholed, trenched, or otherwise opened in any way, unless the Director of Public Works approves an exception. As detailed in the proposed ordinance, the Director of Public Works would be authorized to approve exceptions for limited situations, including emergency work and work necessary to provide or prevent interruption of a utility service. When approving an exception, the Director of Public Works would be authorized under the ordinance to place various conditions on the permit to ensure that the street is restored to its pre-work condition. Such conditions may address the type of resurfacing, extent area to be resurfaced, and other factors as may be deemed necessary to minimize pavement degradation, maintain the integrity of the street, maintain a smooth riding surface, and limit the visual impact of the work. The proposed ordinance includes standard

requirements for pavement restoration based on the type of cut and location of the work performed by a utility company or contractor.

Prepared by:



FOR,

Elsa Y. Robinson
Management Analyst

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance No. O-2019-XX

ORDINANCE NO. O-2019-09

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA AMENDING TITLE 14 OF THE
PLACENTIA MUNICIPAL CODE BY ADDING ARTICLE VI
TO CHAPTER 14.04 ESTABLISHING A PAVEMENT CUT
MORATORIUM ON NEWLY PAVED AND SEALED
STREETS**

A. Recitals

(i). The City of Placentia owns and maintains of a roadway network of approximately 131 miles of paved streets including 85 miles of residential streets and 46 miles of arterial and collector streets; and

(ii). This network consists of approximately 24.5 million square feet of paved surface area; and

(iii). The City of Placentia desires to prolong pavement integrity and minimize pavement degradation to maintain a safe and well-maintained street network; and

(iv). The City will undertake an extensive pavement rehabilitation program over the next few years with Measure U, Measure M and SB 1 Gas Funds and it is necessary to protect these investments and minimize the damage from premature pavement cuts; and

(v). Establishing a pavement cut moratorium on newly paved and sealed streets will minimized roadway excavations and encourage contractors and utilities companies to effectively plan and coordinate their work with the City to eliminate potential conflicts in advance.

B. Ordinance

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

SECTION 1. The City Council finds that the facts set forth above are true and correct.

SECTION 2. Title 14 of the Placentia Municipal Code is hereby amended by adding Article VI to Chapter 14.04 (Streets and Sidewalks), to read as follows.

Article VI. Pavement Cut Moratorium

14.04.320 Purpose.

The purpose of the pavement cut moratorium in this chapter is to protect the City's investment in its infrastructure and to preserve the useful service life of its roadway network, while providing an improved and safe driving surface and ensuring the long-term structural stability of City streets. The pavement cut moratorium encourages utility companies and developers to coordinate their planned improvements to subsurface infrastructure with the City's ongoing pavement rehabilitation program to avoid potential conflicts and cutting into newly paved or sealed streets.

No entity or organization shall be exempt from the requirements of this chapter including but not limited to, utility companies, State agencies, Federal agencies, school districts, and private developers.

14.04.330 Definitions.

For the purpose of this article, the following terms, phrases, words and their derivations shall have the meanings given herein:

- 1) "City" means the City of Placentia, California.
- 2) "Completion Date" means the date the Notice of Completion was adopted by the City Council for the completion of roadway construction, resurfacing operations, or maintenance works. For streets paved as part of a private development project, this shall be the date the improvements were accepted by the City as complete; for public improvements for which a Notice of Completion was not adopted by the City Council, this date shall be the actual date of completion of the work.
- 3) "Director of Public Works" means the Director of Public Works for the City of Placentia or his/her designee.
- 4) "Excavate" or "Excavation" means any cutting, digging, potholing or otherwise disturbing the street surface within the right-of-way to access or install a utility line or any related surface or subsurface facility or for other reasons. All such excavations shall require an encroachment permit pursuant to Section 14.04.100 of Chapter 14.04.
- 5) "Permit" means written authorization from the Director of Public Works to excavate, encroach upon, or obstruct a public right-of-way.
- 6) "Street" means any public street, including but not limited to any highway street, lane, court, alley, boulevard, median, parkway, parking lot, or easement reserved by or dedicated to the City for vehicular, pedestrian, or equestrian travel.

- 7) "Utility" means any person or entity providing electricity, gas, telephone, telecommunications, water, or other services to customers, and which pursuant to State law or local franchise is entitled to install its facilities in the public right-of-way.

14.04.340 Moratorium.

A. On a paved, constructed, or reconstructed street, the pavement surface shall not be cut or opened for a period of five (5) years after the completion date. On a sealed street (slurry, fog, chip, etc.), the pavement surface shall not be cut or opened for a period of three (3) years after the completion date.

B. The City shall not issue a permit to cut, trench, or otherwise disturb or open the surface of a street that is subject to a moratorium pursuant to Subsection A, unless the Director of Public Works grants an exception pursuant to Subsection C of this Section.

C. Exceptions to the above moratorium period may be permitted in the following situations at the discretion of the Director of Public Works:

1. Emergencies which endanger life, property or public health and safety.
2. Repairs or modifications that are necessary to prevent the interruption of
3. essential utility service.
4. Work that is mandated by City, State, or Federal legislation.
5. Unforeseen circumstances where the financial burden outweighs the benefit to the roadway infrastructure.
6. Other situations deemed by the Director of Public Works to be in the best interest of the general public.

D. Work deemed by the utility provider to be necessary to resolve a situation that endangers life or property may be completed without prior approval or permit from the City. In these instances, a permit application must be submitted to the Director of Public Works by the end of business on the first business day following the work.

14.04.350 Excavation Waiver.

A. To excavate in a street within the moratorium period, a waiver must be obtained. To request a waiver, the applicant must submit a written request to the Director of Public Works. The request must include:

- 1) The location of the excavation
- 2) Description of the work to be performed.
- 3) A statement from the applicant setting forth good cause for why the work was not performed before the street was resurfaced.

- 4) A statement from the applicant setting forth good cause for why the work cannot be deferred until after the moratorium period.
- 5) A statement from the applicant setting forth good cause for why the work cannot be performed at another location.
- 6) Any additional statement providing justification to excavate the roadway(s) within the moratorium period.

B. Any excavation in streets within the moratorium period will be repaired following these requirements:

- 1) Overlaid or reconstructed streets: All lanes on arterial or collector streets that are affected by longitudinal cuts shall require the entire width of the travel lane for the entire length of the trench or cut plus an additional 50-feet, ground down two (2) inches and repaved with two (2) inches of similar asphalt concrete material as the previous treatment to the satisfaction of the Director of Public Works. Some streets may require rubberized asphalt or other materials. For residential streets, the limits of the work noted above shall be to the centerline of the street, plus an additional 50-feet on either side.
- 2) Sealed streets: All lanes on arterial or collector streets that are affected by longitudinal cuts shall require the entire width of the travel lane for the entire length of the trench or cut, plus an additional 50-feet on either side, be re-sealed with a similar sealant material as the previous treatment to the satisfaction of the Director of Public Works. For residential streets, the limits of the work noted above shall be to the centerline of the street.
- 3) For transverse cuts or patches on arterial or collector streets, sealant restoration limits shall encompass the entire length of the trench or cut and shall extend 100-feet on either side of the cut or trench. Overlaid or reconstructed streets shall follow the restoration requirements noted above for longitudinal cuts.
- 4) For transverse cuts or patches on residential streets, the sealant restoration limits shall encompass the entire length of the trench or cut and shall extend 100-feet on either side of the trench or cut centerline for the street. Overlaid or reconstructed streets shall follow the restoration requirements noted above for longitudinal cuts.
- 5) All painted USA markings shall be removed by the permittee after the work has been completed.
- 6) All damaged pavement markings, legends, striping, and traffic loop detectors shall be replaced and restored by the permittee.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Ordinance shall nonetheless remain in full force and effect. The City Council of the City of Placentia hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Ordinance, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Ordinance be declared invalid or unenforceable.

SECTION 4. The Mayor shall sign, and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 23, 2019.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 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 Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 23rd day of July, 2019 and adopted at a regular meeting of the City Council of the City of Placentia, held on the ___ day of _____, 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: JULY 23, 2019
SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE OCTA M2 ENVIRONMENTAL CLEANUP PROGRAM TIER 1 GRANT CATCH BASIN INSERT PROJECT PHASE V**

FISCAL
IMPACT: EXPENSE: \$200,000 PROJECT COST
BUDGETED: \$160,000 M2 ENVIRONMENTAL CLEANUP PROGRAM GRANT
\$ 25,000 CALRECYCLE USED OIL PAYMENT PROGRAM
\$ 10,000 REFUSE ADMINISTRATION FUND
\$ 5,000 GENERAL FUND

SUMMARY:

On November 13, 2018, City Council awarded a contract to G2 Construction, Inc., for construction of the Orange County Transportation Authority (OCTA) Measure M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project, Phase V. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk Recorder's Office in the amount of \$200,000.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by G2 Construction, Inc., for construction of the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project, Phase V in the total amount of \$200,000; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1. j.
July 23, 2019

DISCUSSION:

The City was awarded a grant of \$160,000 from the OCTA Measure M2 – Environmental Clean Up for this project. The City's grant application was approved for installation of automatic retractable screens with connector pipe screens at 95 catch basins located throughout the City (the "Project"). The City provided grant matching funds totaling \$40,000 from the State of California Used Oil Payment Program, the Refuse Administration Fund and the General Fund. On November 13, 2018 the City Council awarded a contract to G2 Construction, Inc., in the amount of \$200,000 for construction of this Project.

These screens are designed to cover the entire existing catch basin curb openings to prevent trash and debris from entering the storm drain system. In a rain event, the locking mechanism that secures the screen is automatically opened, which eliminates potential flooding and enables the water to flow into the storm drain system. With the installation of the automatic retractable screens, the City expects a ninety percent (90%) reduction in transportation-related stormdrain pollution after implementing the Project. This includes the most visible forms of pollutants such as litter and debris (plastics, food containers, bags, bottles), trash (paper, cigarette butts), and vegetative debris (leaves, branches, landscaping), which currently enter the City's stormdrain system, and ultimately drain to the ocean. This is the fifth phase of the Catch Basin Screen Insert Project and once completed, all five phases of the Project will have retrofitted 77% of the more than 500 catch basins located throughout the City.

Work on this project was completed on February 28, 2019. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Clerk Recorder's Office for this Project. In addition, the Director of Public Works is prepared to release \$10,000, which is the amount held in retention 35 days after the filing of the Notice of Completion.

FISCAL IMPACT:

The adopted Fiscal Year (FY) 2018-19 Capital Improvement Program Budget included \$200,000 in funds for this Project. A total of \$160,000 in OCTA M2 Environmental Cleanup Program Tier 1 grant funds has been allocated to the City for this Project. The grant program requires a twenty percent (20%) local match. A total of \$25,000 in State of California Used Oil Payment Program Grant funds, \$10,000 from the Refuse Administration Fund and \$5,000 from the General Fund was budgeted in the FY 2018-19 Capital Improvement Program Budget to fulfill the local match requirement.

Submitted by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



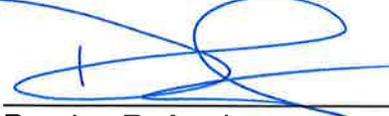
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Notice of Completion

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO	
Name City Clerk Street City of Placentia Address 401 E. Chapman Ave. City & Placentia, CA 92870 State	

City Council Approval:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103

Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
- The full name of the owner is City of Placentia
- The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

- The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
-------	-----------

N/A

- A work of improvement on the property hereinafter described was completed on February 28, 2019. The work done was:

The Catch Basin Insert Project Phase V - The project consisted of installation of automatic retractable screens for catch basin located within the City.

The name of the contractor, if any, for such work of improvement was G2 Construction, Inc.

- 1352 E. Borchard Avenue, Santa Ana, CA 92705

11/21/2017

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Placentia
 County of Orange, State of California, and is described as follows OCTA M2 Environmental Cleanup Program Tier 1 Grant Project Phase V

- The street address of said property is "none"

(If no street address has been officially assigned, insert "none")

CITY OF PLACENTIA

Dated: July 23, 2019

Verification for Individual Owner

 Signature of owner or corporate officer of owner
 named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Administrator the declarant of the foregoing
 ("President of", "Manager of", "Owner of", etc)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct

Executed on July 23, 2019, at Placentia, California.
 (Date of Signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 23, 2019

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES: CITYWIDE CYCLE 9 HIGHWAY SAFETY IMPROVEMENT PROGRAM PROJECT (PROJECT NO. 2908)**

FISCAL

IMPACT: EXPENSE: \$132,445
BUDGETED: \$1,284,000 FY 2019-20 CAPITAL IMPROVEMENT PROGRAM
BUDGET – FEDERAL HSIP GRANT FUNDS

No General Fund dollars will be used on this project.

SUMMARY:

On December 20, 2018, the California Department of Transportation (Caltrans) approved the City's grant application to the Highway Safety Improvement Program (HSIP) for Cycle 9 funding in the amount of \$1,284,000. This grant provides funding for traffic safety improvements at five (5) major intersections throughout the City.

On February 28, 2019, Staff issued a Request for Proposal (RFP) for professional engineering design services in support of the Citywide Cycle 9 HSIP. Staff received three (3) proposals for these services and after a thorough review, is recommending KOA Corporation (KOA), based upon their qualifications, experience, and technical expertise. The agreement with KOA will provide the City with traffic engineering design, construction plans, technical specifications, and an engineer's estimate (PS&E) in addition to bid/award and construction support services. KOA will be able to complete the design package by spring of 2020, at which time the Staff will be able to advertise, bid, and construct the project in the summer of 2020. This schedule allows Staff ample time to complete both the design and construction of this project ahead of the State's project completion deadline of December 2021. The cost for engineering design services as well as construction costs for this project is fully covered by the grant program. No matching City funds are required.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for engineering design services for the Citywide Cycle 9 Highway Safety Improvement Program Project to KOA Corporation, for a not-to-exceed amount of \$132,445; and

1. k.
July 23, 2019

2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$13,244; and
3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In March of 2016, Staff submitted a grant application to Caltrans for funding to complete a Systemic Safety Analysis Report Program (SSARP). The purpose of the SSARP is to assist local agencies in performing traffic collision analyses and identifying safety issues on their roadway networks, and to develop a list of systemic improvements to be constructed to mitigate those safety issues. This study provides concept design plans and cost estimates for projects that are most likely to be competitive for receiving HSIP grant funds.

In November 2017, the City awarded a contract to Albert Grover & Associates (AGA) for preparation of the SSARP. Upon completion of the SSARP by AGA, Staff applied to the HSIP Cycle 9 program for various traffic safety upgrades at five (5) major intersections throughout the City. On December 20, 2018, the City received a letter from Caltrans confirming award of a Federal HSIP grant in the amount of \$1,284,000. The City's project has now been programmed in the 2019 Federal Statewide Transportation Improvement Plan (FSTIP) allocating these funds to the City's project.

On February 28, 2019, Staff issued an RFP for engineering design services for this grant-funded project. On April 18, 2019, the City received three (3) competitive proposals from qualified traffic engineering firms for engineering design services. Staff conducted a thorough review of the three proposals received and scored them in accordance with the scoring criteria in the RFP. Based upon two firms' (KOA Corporation and Albert Grover & Associates) traffic safety expertise, experience, and approach to the project, they were selected for further evaluation with formal interviews.

CONSULTANT	RFP SCORE	RANKING
KOA Corporation	188	1
Albert Grover & Associates	187	2
Infrastructure Engineers	134	3

After conducting interviews with the top two ranked firms and calculating the total scores from both the proposals and the interviews, KOA Corporation ranked first based upon their overall experience and expertise with similar projects and their understanding of the scope of work and approach to the City's project. In addition, KOA Corporation has successfully performed similar traffic engineering design work for the City of Placentia in the past by preparing the Citywide Traffic Impact Study for the updated Mobility Element and City's General Plan. KOA also provides construction management and inspection services for various City capital improvement projects. This agreement with KOA Corporation will provide the necessary engineering design services in support of the City's implementation of the HSIP Cycle 9 projects.

CONSULTANT	TOTAL SCORE – RFP & INTERVIEW	FINAL RANKING
KOA Corporation	367	1
Albert Grover & Associates	363	2

The scope of services includes a wide range of services including traffic engineering, survey and site evaluation, utility coordination, environmental clearance, funding assistance, engineered plans and specifications, and cost estimating. In addition, the scope of services also includes preparation of a complete bid package, and engineering support during the construction phase of the project. The following is a brief outline of the proposed safety improvements at each intersection:

NO.	LOCATION	SCOPE OF WORK SUMMARY
1	Bastanchury Road & Valencia Avenue	<ul style="list-style-type: none"> • Install protected left-turn phasing (north/south) on Valencia Avenue using new poles and mast arms • Upgrade 8" signal lenses to 12" • Internally Illuminated Street Name Signs (IISNS) • Video detection • LED Intersection Safety Light Upgrades • Miscellaneous concrete work
2	Yorba Linda Boulevard & Kraemer Boulevard	<ul style="list-style-type: none"> • Install additional vehicle heads for all approaches due to third thru lane on new poles • Upgrade 8" signal lenses to 12" • LED Intersection Safety Light Upgrades • Miscellaneous concrete work
3	Yorba Linda Boulevard & Palm Drive	<ul style="list-style-type: none"> • Install protected left-turn phasing (westbound) on Yorba Linda Boulevard using new poles and mast arms • Remove or relocate north/south crosswalk across Yorba Linda Boulevard • Narrow existing pork-chop island in southwest quadrant • Stripe a third westbound through lane on Yorba Linda Boulevard on the westbound approach • Remove median street lights and add intersection safety lighting • Modify medians on Yorba Linda Blvd. • Install additional signage • Upgrade 8" signal lenses to 12" • New ADA-compliant wheel chair ramps • Video detection • LED Intersection Safety Light Upgrades • Miscellaneous concrete work
4	Kraemer Boulevard & Madison Avenue	<ul style="list-style-type: none"> • Install protected left-turn phasing (north/south) on Kraemer Boulevard using new poles and mast arms • Relocate video detection • Miscellaneous concrete work

5	Chapman Avenue & Bradford Avenue	<ul style="list-style-type: none">• Install protected left-turn phasing (north/south) on Bradford Avenue using new poles and mast arms• Upgrade 8" signal lenses to 12"• Video detection• LED Intersection Safety Light Upgrades• Miscellaneous concrete work
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FISCAL IMPACT:

The total cost for the professional engineering services amounts to \$132,445. A total of \$1,284,000 in Federal HSIP grant funds has been budgeted in the Fiscal Year 2019-20 Capital Improvement Program Budget to cover the engineering, design, construction, and construction management services for this project. As such, sufficient funds exist for the recommended actions. No General Fund dollars will be used on this project and no matching grant amount is required of the City.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with KOA Corporation

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

THIS AGREEMENT is made and entered into this 23 day of July, 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and KOA Corporation, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide accessibility design services, 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, including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; 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, among other reasons, the City is hiring Consultant to perform accessibility design services at a number of sites within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint;

E. 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, including but not limited to, preparing all design documents free from defects.

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, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. 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. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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 One Hundred Thirty Two Thousand and Four Hundred Forty Five Dollars (\$132,445.00).

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. .

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 24 months, ending on July 23, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any

indebtedness under this Agreement;

- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California

and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the 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:

KOA Corporation
2141 W. Orangewood Ave.
Orange, CA 92868

Tel: 714-573-0317
Fax: N/A
Attn: Stephen Bise, PE

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8132
Fax: 714-961-0283
Attn: Masoud Sepahi, PE

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. Furthermore, Consultant will comply with the following:

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

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:

Masoud Sepahi, PE, City Engineer

Date: _____

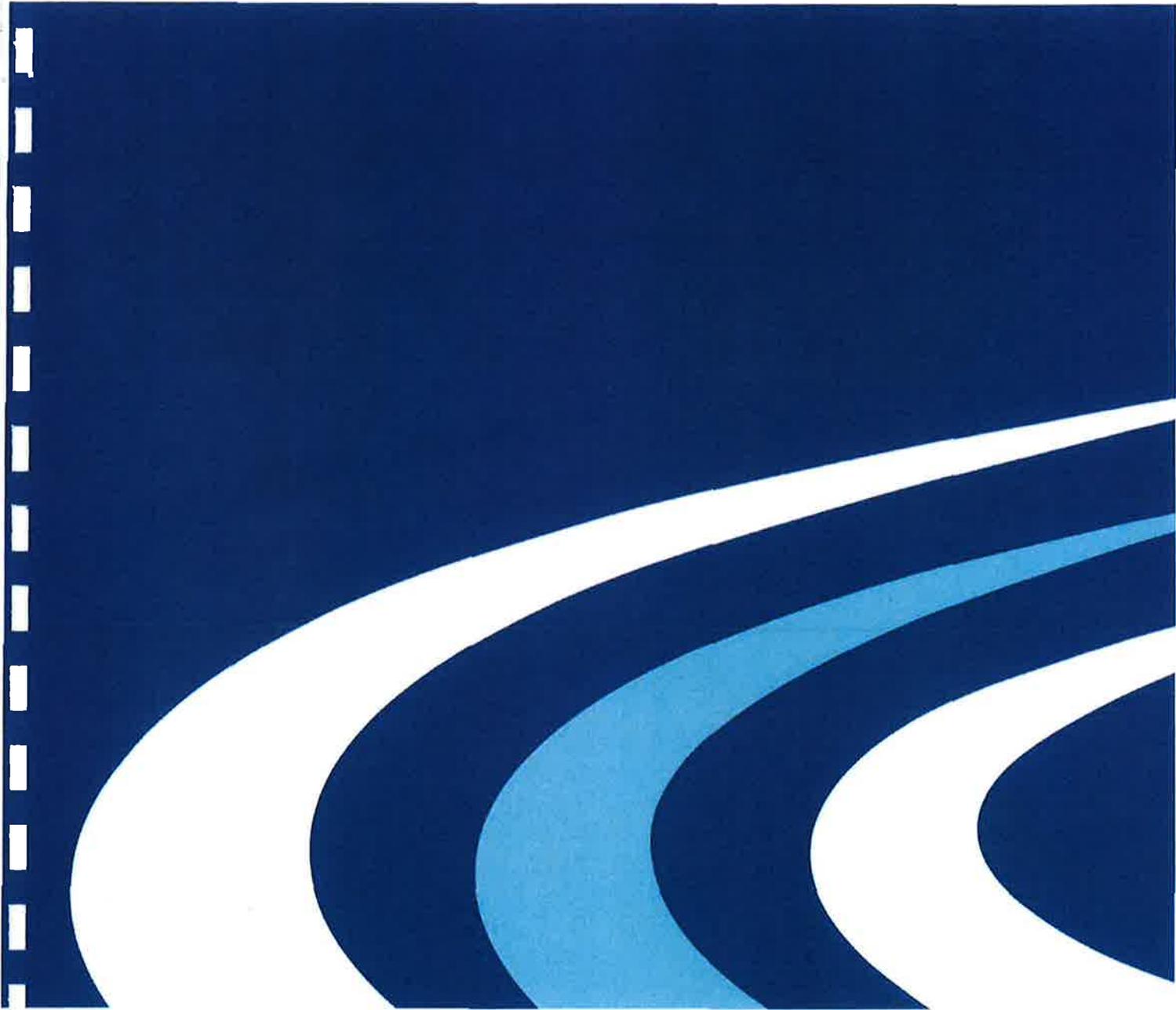
DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public works

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



PROPOSAL
PROFESSIONAL ENGINEERING SERVICES
FOR CITYWIDE CYCLE 9 HIGHWAY SAFETY
IMPROVEMENT PROGRAM PROJECT
UNIQUE PROJECT ID H9-12-010
CITY OF PLACENTIA



ORIGINAL

APRIL 18, 2019

ATTACHMENT 1
EXHIBIT A



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TO
Mr. Masoud Sepahi, PE
City Engineer
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

FROM
Mr. Stephen Bise
Project Manager/
Contact Person
sbise@koacorp.com
T: (714) 923-6273
F: (714) 573-9534

RFP
**Professional Engineering Services
for Citywide Cycle 9 Highway
Safety Improvement Program
Project**
Unique Project ID H9-12-010

DATE
April 18, 2019

PRIME CONSULTANT
KOA Corporation
2141 W Orangewood Ave
Orange, CA 92868

Dear Mr. Sepahi:

KOA is pleased to submit this proposal to describe our experience and capability in providing the City of Placentia with professional engineering services for the Citywide Cycle 9 HSIP Project. KOA is one of the leading civil engineering, traffic engineering, and transportation planning firms in Southern California. We have five offices in the region and over 100 staff members, including California-registered civil and traffic engineers and certified planners. KOA has nearly 32 years of experience in providing engineering services to local governments throughout California. Throughout that time, we have provided traffic engineering services for several traffic signal modification/upgrade projects. We recently completed multiple HSIP-funded intersection improvement projects for the cities of Pico Rivera, Orange, and Arcadia, which included traffic signal upgrades/modifications for over 20 intersections. In addition to the design experience, we are also proficient in federally funded projects with Caltrans Local Assistance requirements. We recently obtained a supplemental \$80K for the City of Pico Rivera through a Caltrans incentive program for successfully expediting Authorizations for Construction (E-76).

We have carefully chosen KOA's team members from experienced professionals who collectively have the relevant skills and experience to bring this project to a successful conclusion. Our team includes a subconsultant firm, Advanced Avant-Garde, Inc. (AGI), to assist with funding administration/grant management. We have worked with AGI for years and recognize them as experienced professionals who will help make this project a success.

KOA has many years of experience utilizing industry standards and methods such as those adopted by the City of Placentia. This includes a working knowledge of, and experience with, federal, state, and local design standards, including those standards established by the American Public Works Association (APWA), Federal Highway Administration (FHWA), as well as the California Department of Transportation (Caltrans).

I, Stephen Bise, will serve as the Project Manager and main contact person with the City. I have managed the design and preparation of PS&E packages for several Southern California cities. I am confident that my experience and passion will add tremendous value to the design team and overall project success. As a vice president of KOA, I am authorized to negotiate and sign contracts on behalf of the firm. My contact information is on the right, should you have any questions concerning this proposal. We look forward to meeting with you to discuss how KOA can aid the City on this important project.

Sincerely,
KOA Corporation

Stephen Bise
Managing Principal



SECTION 1 | PROJECT TEAM ORGANIZATION

PLEASE NOTE: The elements of the executive summary are addressed in the cover letter; therefore, to avoid redundancy, an executive summary was not incorporated.

FIRM PROFILE

Founded in 1987, KOA is a leading provider in traffic engineering, transportation planning, and construction management services for public agencies and private sector clients. We offer our clients technical knowledge, innovative solutions, and responsive services. The hallmark of our success is our dedication to each and every project and our desire to leave a legacy of extraordinary contributions to our communities. Our staff includes certified transportation planners, registered civil and traffic engineers, project/construction managers, and construction inspectors. With five offices located in Southern California, KOA has provided engineering services for some of the largest public works and transportation planning projects throughout California.

IDENTIFICATION OF THE TEAM

The identification of the team firms and key proposed staff are presented in the organization chart on the following page. The chart reflects the role of each firm and the responsibilities of the key personnel.

SUMMARY OF HISTORY AND EXPERIENCE

KOA has more than 30 years of experience in the civil/traffic engineering and design field for projects in Southern California. It is our standard practice to consult the Caltrans Standard Plans/Specifications, Standard Plan/Specifications for Public Works Construction (Greenbook), and/or California Manual on Uniform Traffic Control Devices (CA MUTCD) for our design work. Because we often manage federally funded projects that require the utilization of disadvantaged business enterprise (DBE) firms, we are familiar with the Caltrans Local Assistance Procedures Manual (LAPM) requirements and procedures. KOA is experienced in leading Local Highway Safety Improvement Program (HSIP) projects to install intersection and roadway upgrades that would benefit the community. Some of our recent projects have had experimental aspects, which have required special permission from the Federal Highway Administration (FHWA) for implementation.

Related Projects

KOA has completed several comparable projects for various agencies in recent years. We have provided intersection/traffic signal modification design for over 30 intersections that were federally funded through the HSIP. We are very familiar with the technical design required and the importance of keeping a schedule to maintain and allocate the funds through Caltrans Local Assistance. We are currently working on four HSIP projects for the cities of Orange, Pico Rivera, and Monterey Park.

City of Placentia

KOA has provided various traffic analysis/design services for the City of Placentia for nearly 10 years. In 2017, KOA performed project management-related services for the Old Town sewer rehabilitation project and was re-selected to update the circulation element of the City's latest general plan. We also led the previous large-scale update of the general plan.

TYPES OF SERVICES

Civil Engineering
Traffic Engineering
Transportation Planning
Active Transportation
Highway & Transportation Design
Program Management
Construction Management

YEAR FOUNDED

1987

FORM OF THE ORGANIZATION

S Corporation

LOCATION OF OFFICES

Monterey Park
Orange
Ontario
San Diego
La Quinta

CONTACT INFORMATION

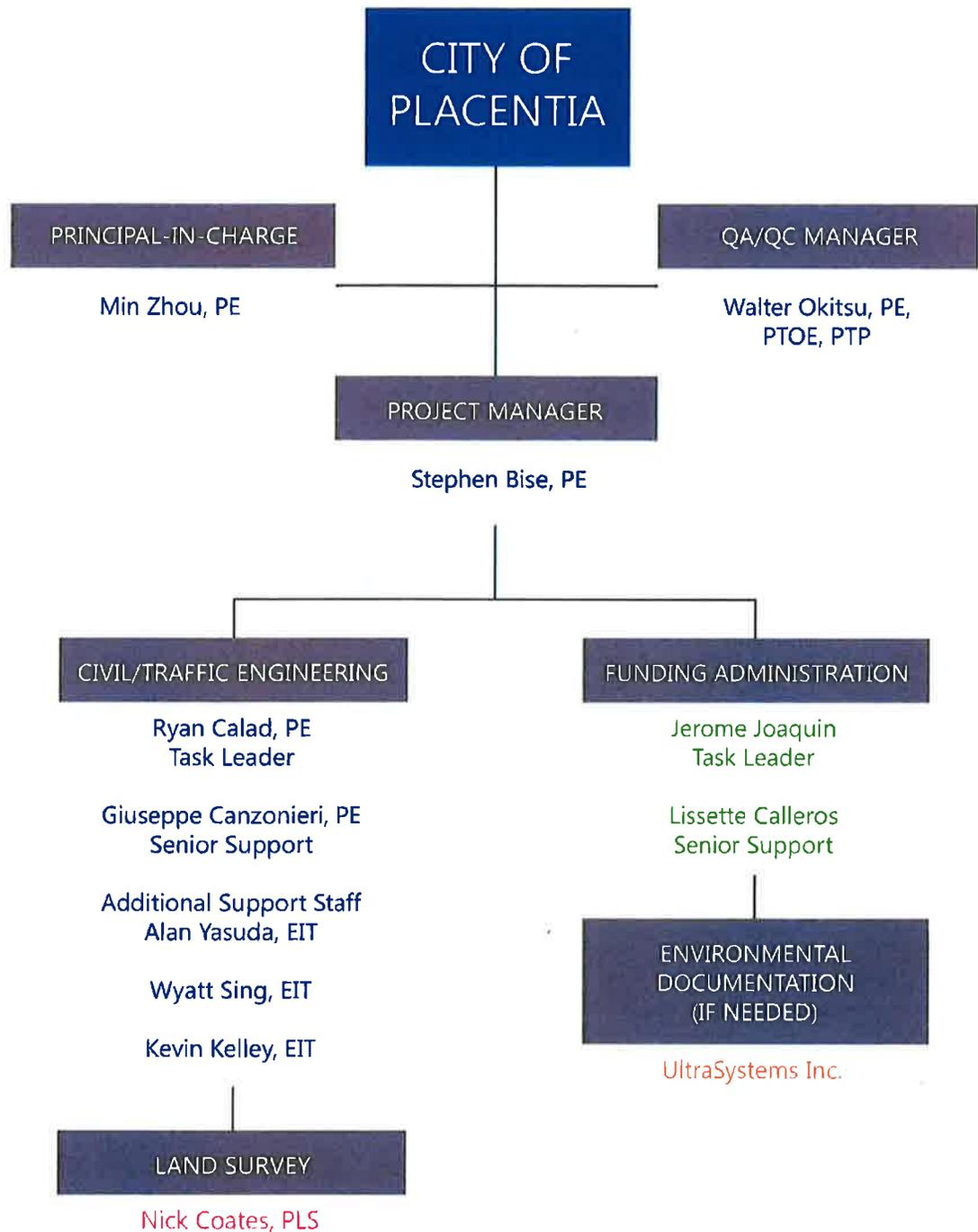
Mr. Stephen Bise
Project Manager
sbise@koacorp.com
T: (714) 923-6273
F: (714) 573-9534

2141 W Orangewood Ave
Orange, CA 92868

SECTION 1 | PROJECT TEAM ORGANIZATION

LEGEND:

- KOA
- AGI
- Coast Surveying
- UltraSystems





RESUMES

STEPHEN BISE, PE

PROJECT MANAGER

KOA | *Principal Engineer*

Mr. Bise has managed a number of civil and traffic engineering projects. His recent services involve roadway improvements, drainage modifications, low impact development (LID) implementation, traffic signal design, signing and striping, and planning for future development. He has managed the preparation of encroachment permit application packages and final PS&E packages for several Southern California cities. Mr. Bise has experience in providing survey, hydraulic, and hydrology studies; roadway and drainage engineering design; traffic engineering design; and final plans, specifications and estimates for various street improvement projects. He has successfully provided grant management/funding administration for various federally funded projects (ATP, HSIP, SR2S, and others).

RELEVANT EXPERIENCE

- Foothill Blvd Master Plan Improvements, Claremont | Project Manager
- Lambert Road TSSP, Whittier | Project Manager
- Citywide Traffic Signal Safety Improvements, HSIP Cycle 6, Pico Rivera | Project Manager
- Citywide Traffic Signal Safety Improvements, HSIP Cycle 7, Pico Rivera | Project Manager

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona, CA

REGISTRATIONS

Professional Engineer, Civil, CA #76775

PROFESSIONAL AFFILIATIONS

American Public Works Association

AVAILABILITY

40%

MIN ZHOU, PE

PRINCIPAL-IN-CHARGE

KOA | *Principal Engineer*

Ms. Zhou has 26 years of transportation engineering and planning experience with both private consultant companies and public agencies. She is knowledgeable in roadway design, traffic design, transportation modeling and studies, non-motorized transportation, database management, and statistical analysis. Ms. Zhou has managed several large-scale projects involving multiple stakeholder groups. She has a reputation of delivering projects on-time and under budget.

RELEVANT EXPERIENCE

- City of Long Beach Multiple Traffic Signal Synchronization Projects, Long Beach | Principal-In-Charge
- OCTA La Palma Avenue Traffic Light Synchronization Project, Orange County | Principal-In-Charge
- OCTA Lincoln Avenue Signal Timing, Buena Park | Principal-In-Charge

EDUCATION

MS, Civil Engineering, Michigan State University, E. Lansing, MI

MS, Urban Planning, School of Architecture, Tsinghua University, Beijing, China

BS, Urban Planning, School of Architecture, Tongji University, Shanghai, China

REGISTRATIONS

Professional Engineer, Civil, CA #66448

AVAILABILITY

15%



RESUMES

WALTER OKITSU, PE, TE, PTOE, PTP

QA/QC MANAGER

KOA | *Senior Engineer*

Mr. Okitsu is a founder and a principal of KOA. He has extensive experience in transportation planning and traffic design over a wide variety of highway, transitway, and bikeway projects. This includes designs for traffic signals, street lighting, signing and striping, and work site traffic control. He has field and managerial experience on traffic impact, feasibility analysis, and circulation projects.

RELEVANT EXPERIENCE

- City of Azusa Traffic Management System Signal & Interconnect PS&E, Azusa | QA/QC Manager
- ST-68 Traffic Signal Synchronization Project, Coachella | QA/QC Manager
- Traffic Signal Upgrade and Left Turn Phasing, Culver City | Project Manager
- Atlantic Boulevard Corridor Signal Synchronization, Monterey Park | QA/QC Manager
- Various Traffic Signal Synchronization Projects, Culver City | Principal-in-Charge

EDUCATION

MS, Transportation Engineering,
University of California, Berkeley, CA

BS, Civil Engineering, California
State University, Los Angeles, CA

BS, Math-Computer Science,
University of California, Los Angeles,
CA

REGISTRATIONS

Professional Engineer
Traffic, CA #1406

Professional Engineer
Civil, CA #52655

Professional Traffic Operations
Engineer (PTOE)

Professional Transportation Planner
(PTP)

AVAILABILITY

35%

RYAN CALAD, PE

CIVIL/TRAFFIC ENGINEERING TASK LEADER

KOA | *Senior Engineer*

Mr. Ryan Calad is a motivated and innovative traffic engineer who has served as project manager/task leader on various traffic signal design, synchronization, and engineering projects. His expertise is with signal system operations. He has conducted extensive work in the development of optimized timing plans for nearly 1,000 signals, along with implementation, troubleshooting, and the operation of controllers and central systems. In addition, Mr. Calad has been serving as an Expert Consultant to the Board of Professional Engineers, Land Surveyors, and Geologists (BPELSG), assisting the Board on traffic engineering related tasks since 2016.

RELEVANT EXPERIENCE

- Fair Oaks Avenue HSIP Signal/Metro ATMS Improvement Project, South Pasadena | Project Manager
- City of Orange Multiple HSIP Projects, Orange | Project Manager
- HSIP Intersection Improvements for Main Street and Barstow Road, Barstow | Project Manager
- Traffic Management System Professional Engineering Services, Azusa | Task Manager for Signal Timing & TMC PS&E

EDUCATION

Cert, Type 2070 Traffic Signal
Controllers, UC Berkeley Technology
Transfer Program (Course TE-09)

BA, Social Ecology (Urban Planning
Focus), University of California,
Irvine, CA

REGISTRATIONS

Professional Engineer
Traffic, CA #2692

Professional Engineer
Civil, AZ #63514

AVAILABILITY

35%



RESUMES

GIUSEPPE CANZONIERI, PE

CIVIL/TRAFFIC ENGINEERING SENIOR SUPPORT ENGINEER

KOA | *Senior Engineer*

Mr. Canzonieri has performed numerous projects for public and private developments throughout Southern California. He has considerable experience working with roadway design, traffic signal design, signing and striping design, traffic control design, construction specifications, and cost estimates. He has served as project manager/design task leader on many civil and traffic engineering design projects for the various southern California agencies. Mr. Canzonieri is also known for his quality control capabilities and providing clients with high-quality construction documents. He has significant knowledge working with multiple design platforms, including AutoCAD, Civil 3D, and MicroStation.

RELEVANT EXPERIENCE

- HSIP Traffic Signal Upgrade and Left Turn Phasing, Culver City | Project Engineer
- Santa Monica Boulevard Signal Synchronization, Beverly Hills | Project Engineer
- Capital Improvement Project, Citywide Traffic Signal Inventory, Design and Upgrade, Compton | Project Engineer

EDUCATION

BS, Civil Engineering, California State Polytechnic University, Pomona

REGISTRATIONS

Professional Engineer, Civil, CA #79006

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

AVAILABILITY

25%

JEROME JOAQUIN

FUNDING ADMINISTRATION TASK LEADER

AGI | *Program Coordinator*

Mr. Jerome Joaquin is experienced in administrative and municipal program services and contract administration. His main responsibilities include providing labor compliance services, grant research and writing, fund administration, community outreach support, and program management services. He identifies federal and state fund allocation balances and advises on program requirements. Mr. Joaquin is familiar with the Caltrans local assistance process. He helps to prepare and submit agreements and miscellaneous project-related documents to Caltrans and Metro; tracks project expenditures; completes documents required by Caltrans Local Assistance for authorization; coordinates with engineering teams for project budget and schedule updates; and coordinates with Caltrans, Metro, and City staff. He has performed labor compliance, funding administration, capital improvement project coordination, bid process administration, budget review, and/or local return program reporting for the following projects:

RELEVANT EXPERIENCE

- HSIP-funded Opticom EVP System, Bell Gardens
- HSIP-funded Eastern Ave./Lubec St. Project, Bell Gardens
- HSIP-funded Montebello Way Traffic Signal Improvement, Montebello

EDUCATION

BS, Urban & Regional Planning, California State Polytechnic University, Pomona

AVAILABILITY

60%



RESUMES

LISSETTE CALLEROS

FUNDING ADMINISTRATION SENIOR SUPPORT

AGI | Vice President/CFO

Ms. Calleros has more than 15 years of comprehensive expertise in project management and analysis, funding management, grant administration, public relations, and community outreach programs. She is adept in issues impacting City governments and contract administration. She is accomplished in identifying federal and state fund allocation balances, programming funds, and administering long- and short-range programs consistent with the economic capabilities of agencies. Ms. Calleros is proficient in grant writing, project monitoring, labor compliance, and funding administration services to ensure that the funding secured is spent per the requirements of the funding agency and within the required time lines. She also has experience in strategic budget planning, specifically with capital improvement programs.

RELEVANT EXPERIENCE

- TIGER-Funded SR-57/SR-60 Confluence Project, City of Industry | Program Director
- Azusa Avenue Bridge & Nelson Avenue Bridge Local Highway Bridge Program Management, La Puente | Program Director
- SR-60/Lemon Avenue Interchange Project Program Management, Diamond Bar & City of Industry | Program Director

EDUCATION

BS, Business Management,
California State Polytechnic
University, Pomona

AVAILABILITY

70%

NICK COATES, PLS

LAND SURVEY TASK LEADER

Coast Surveying, Inc. | Survey Manager

Mr. Coates has more than 37 years of diverse, worldwide surveying experience in both the field and office, performing many types of surveys, including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right-of-way surveys, monitoring surveys, and construction layout. Since joining Coast Surveying in August of 2015, Mr. Coates has managed more than 100 surveying projects.

RELEVANT EXPERIENCE

- LAX CTA Control Survey, Los Angeles | Survey Manager
- Rail to Rail, Los Angeles | Survey Manager
- FEMA Updates Study, Newport Beach | Survey Manager
- Lankershim Boulevard Green Street, Los Angeles | Survey Manager
- LAX ConRAC, Los Angeles | Survey Manager

EDUCATION

HNC Land and Engineering
Surveying, Polytechnic of the
Southbank, London, UK

REGISTRATIONS

Professional Licensed Surveyor,
CA #9306

Professional Licensed Surveyor,
MO #2008000716

PROFESSIONAL AFFILIATIONS

California Licensed Surveys
Association

AVAILABILITY

100%, as required

SECTION 2 | RELEVANT PROJECT EXPERIENCE AND REFERENCES

CITY OF ORANGE MULTIPLE HSIP CYCLE 6 & CYCLE 8 SIGNAL IMPROVEMENT PROJECTS

ORANGE, CA

KOA | Prime Consultant

As part of our on-call contract with the City, KOA prepared complete PS&E to implement protected/protected-permissive left-turn phasing for four City intersections, funded by federal Highway Safety Improvement Program (HSIP) grants. The projects allowed the City to address additional deficiencies with gutter, drainage, and ADA-compliant curb ramps. The services included traffic signal improvement plans, signing and striping plans, civil plans, surveying services, ITS improvements, utility coordination, and coordination with Southern California Edison (SCE) for new electrical service connection.

CONSTRUCTION COST

Variable

The project's design work was completed on time and within budget. KOA was not involved in the construction stage of the project.



CITY OF PICO RIVERA TRAFFIC SAFETY IMPROVEMENT CITYWIDE HSIP CYCLE 6

PICO RIVERA, CA

KOA | Prime Consultant

AGI | Subconsultant

The City of Pico Rivera retained KOA to provide civil and traffic engineering services for a citywide traffic safety improvement project. The project is federally funded through Caltrans Highway Safety Improvement Program (HSIP). The project consists of four traffic signal modifications, curb ramp upgrades, new driveways, and approximately 6,600 square feet of sidewalk improvements. All improvements were designed to comply with ADA standards and general funding requirements. KOA used AGI as a subconsultant on this project.

CONSTRUCTION COST

\$773K

The project's design work and construction were completed on time and within budget.

CITY OF CULVER CITY SIGNAL UPGRADE AND LEFT TURN PHASING HSIP CYCLE 5

CULVER CITY, CA

KOA | Prime Consultant

The City contracted with KOA to study, analyze, and develop recommendations for the installation of left-turn signal phasing at seven existing traffic signals. The sites included the four intersections on the perimeter of Sepulveda Boulevard, Washington Boulevard, Centinela Avenue, and Washington Place and three intersections along Jefferson Boulevard located at Duquesne Avenue, Jordan Way, and Machado Road. The project included recommendations on alternative methods of detection, the evaluation of left-turn and split phasing through microsimulation, the preparation of signal timing charts, the design of traffic signal modifications, and the preparation of specifications and estimates. The project was funded through HSIP.

CONSTRUCTION COST

\$1M

The project's design work and construction were completed on time and within budget.





SECTION 2 | RELEVANT PROJECT EXPERIENCE AND REFERENCES

CITY OF MONTEREY PARK TRAFFIC SIGNAL IMPROVEMENT PROJECT HSIP CYCLE 7

MONTEREY PARK, CA

KOA | Prime Consultant

KOA provided traffic engineering services for the HSIP Cycle 7 Traffic Signal Improvement Project. It included the preparation of plans, specifications, and estimates for traffic signal modifications at three intersections to accommodate proposed left-turn phasing, upgraded signal hardware, and the installation of countdown pedestrian signal heads. The project locations included Garfield Avenue/Hellman Avenue, Garfield Avenue/Emerson Avenue, and Alhambra Avenue/Hellman Avenue/Almansor Street. KOA coordinated with the cities of Monterey Park and Alhambra for plan approvals. KOA prepared the signal timing charts for the project.

CONSTRUCTION COST
\$800K

The project is currently in the design phase.



CITY OF SOUTH PASADENA FAIR OAKS AVENUE SIGNAL/METRO ATMS IMPROVEMENT PROJECT HSIP CYCLE 7

SOUTH PASADENA, CA

KOA | Prime Consultant

KOA provided PS&E engineering design services, signal timing services, and ITS/traffic management center (TMC) services for signal and interconnect improvements for 20 of the City's signalized intersections, funded through a combination of HSIP and Metro grants. The improvements included interconnecting the City of South Pasadena's signals with the County TMC for monitoring and providing direct fiber links from the City of Pasadena to the County's Information Exchange Network (IEN). KOA performed an exploratory investigation of existing signal interconnect cable, inclusive of 36 signals and four miles of fiber, conduit, and pull boxes to produce design and cost estimate alternatives.

CONSTRUCTION COST
TBD

The project's design work was completed on time and within budget. KOA was not involved in the construction stage of the project.



CITY OF AZUSA TRAFFIC MANAGEMENT SYSTEM PROFESSIONAL ENGINEERING SERVICES

AZUSA, CA

KOA | Prime Consultant

KOA is providing traffic signal design, centralized traffic control system and monitoring upgrades, construction management, and inspection services for the City's new ATMS TMC. The funding sources are mainly through a Los Angeles County Metropolitan Transportation Authority (Metro) Proposition C Grant and other City-available funds. The project budget is approximately \$5.2 million to improve 52 project intersections. The design will provide the City with their first TMC, with connection to the County IEN. The project provides controller conversions, before/after studies, and the implementation of optimized coordination plans.

CONSTRUCTION COST
\$4.5M

The project's design work and construction were completed on time and within budget.





SECTION 2 | RELEVANT PROJECT EXPERIENCE AND REFERENCES

CITY OF WHITTIER TSSP ALONG LAMBERT ROAD FROM WASHINGTON BOULEVARD TO GRAYLING AVENUE

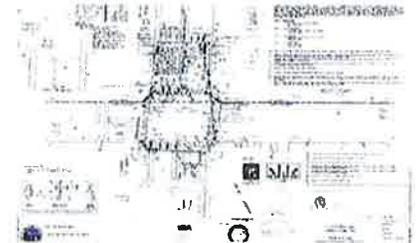
WHITTIER, CA

KOA | Prime Consultant

KOA is providing traffic engineering services for the traffic signal synchronization program (TSSP) along Lambert Road. The project includes improvements at 17 intersections, seven of which are located adjacent to Union Pacific Rail Road (UPRR) at-grade crossings. The seven intersections adjacent to at-grade crossings need pre-signal design and require coordination with the on-going designs of the Whittier Greenway Trail East Extension, UPRR, and California Public Utilities Commission (CPUC). The TSSP improvements involve providing for full-traffic actuated operations, such as controller/cabinet upgrades, an appropriate vehicle detection system, and interconnect and/or time-based coordination (using GPS UTB units).

CONSTRUCTION COST
\$3.8M

The project's design work and construction were completed on time and within budget.



REFERENCES

City of Orange

Medel Llanes, Senior Civil Engineer
(714) 744-5535, mllanes@cityoforange.org

STAFF

Ryan Calad || Min Zhou || Walter Okitsu || Alan Yasuda ||
Wyatt Sing

City of Pico Rivera

Kenner Guerrero, Assistant Engineer
(562) 801-4351, kguerrero@pico-rivera.org

STAFF

Stephen Bise || Giuseppe Canzonieri || Alan Yasuda ||
Wyatt Sing || Kevin Kelley || Jerome Joaquin (AGI)

City of Culver City

Hong Wang, Senior Civil Engineer
(310) 253-5604, hong.wang@culvercity.org

STAFF

Stephen Bise || Giuseppe Canzonieri

City of Rosemead

Rey Alfonso (formerly City of Monterey Park), Director of
Public Works
(626) 569-2158, ralfonso@cityofrosemead.org

STAFF

Stephen Bise || Walter Okitsu || Giuseppe Canzonieri

City of South Pasadena

Alex Chou, Associate Civil Engineer
(626) 403-7240, achou@SouthPasadenaCA.gov

STAFF

Stephen Bise || Ryan Calad || Min Zhou || Walter Okitsu ||
Wyatt Sing || Kevin Kelley || Alan Yasuda

City of Azusa

Daniel Bobadilla, Director of Public Works/City Engineer
(626) 812-5264, dbobadilla@ci.azusa.ca.us

STAFF

Stephen Bise || Ryan Calad || Walter Okitsu || Wyatt Sing ||
Kevin Kelley

City of Chino Hills

Carl Hassel, Senior Engineer (formerly of City of Whittier)
(909) 364-2817, chassel@chinohills.org

STAFF

Stephen Bise || Ryan Calad || Walter Okitsu || Giuseppe
Canzonieri || Wyatt Sing || Kevin Kelley

SECTION 3 | PROJECT UNDERSTANDING AND APPROACH

The City of Placentia is requesting assistance from an experienced professional civil/traffic engineering firm to provide engineering design services for the Citywide Cycle 9 HSIP Project (H9-12-010). The proposed project includes the preparation of plans, specifications, and estimates (PS&E) for intersection improvements at five signalized intersections, with funding administration and construction support. The project locations are:

- Bastanchury Road & Valencia Avenue
- Yorba Linda Boulevard & Kraemer Boulevard
- Yorba Linda Boulevard & Palm Drive
- Kraemer Boulevard & Madison Avenue
- Chapman Avenue & Bradford Avenue

The City was awarded \$1.28 million in federal funding through the HSIP for the design and construction of this project. We have prepared the following project discussion, approach, and work plan to achieve the City's objectives as outlined in the Request for Proposal (RFP). Our project discussion identifies project opportunities based on our field reconnaissance and knowledge of the project locations, as well as indicates our approach to achieving the City's goals with the project. Our work plan identifies the proposed tasks and deliverables to deliver a successful project.

PROJECT APPROACH

KOA recognizes that the success of any design-related project relies on the skills and experiences of the team members involved in managing the project, understanding key project challenges, and providing value, quality work, and responsive service to the City. We understand the project HSIP grant specifies the proposed improvement; however, KOA performed a preliminary

field reconnaissance at each project intersection to determine if there may be any subsequent and/or supplemental improvements to maximize the value to the grant funds. Below is a breakdown of improvements at each intersection.

Bastanchury Road & Valencia Avenue

Base Improvements:

- Install protected left-turn phasing (north/south) on Valencia Avenue using new poles and mast arms **(design and placement of poles must avoid high voltage power lines that run along the west side of Valencia Avenue)**
- Add a new signal indication for westbound thru traffic on the southeast corner **(typically, near-side indication for visibility around curves is mounted at 14"; this will require trimming back the existing tree)**
- New ADA-compliant ramps **(all appear to be compliance, will verify during preliminary engineering)**
- Upgrade 8" lenses to 12"
- Internally illuminated street name signs (IISNS)
- Video detection
- LED luminaires
- Miscellaneous concrete work

Supplemental Improvements:

- The existing crosswalks are only 9' wide; we recommend widening to 11' or 12'.
- Cut back the median on the west leg to be 5' from the crosswalk. This improves the ADA path of travel and prevents left-turning vehicles from hitting the



SECTION 3 | PROJECT UNDERSTANDING AND APPROACH

median, wearing out the median nose striping, and hitting signs/sign posts. If there is an existing traffic signal pull box in the median, it will be removed and the existing conduits will be joined. If the existing conduit is less than 3" in diameter, we recommended upgrading the existing conduit to 3".

- Re-wire the intersection and install new conduit at select locations

Yorba Linda Boulevard & Kraemer Boulevard

Base Improvements:

- Install additional vehicle heads for all approaches due to third thru lane on new poles (**pole on northeast corner can possibly be protected in place; there are only 2 thru lanes and the current vehicle head configuration complies with CA MUTCD**)
- Upgrade 8" lenses to 12"
- IISNS
- LED luminaires
- Miscellaneous concrete work

Supplemental Improvements:

- Add new signal indication for eastbound thru on southwest corner and westbound thru traffic on the southeast corner to enhance visibility and awareness due to curvature of the roadway
- Re-wire the intersection and install new conduit at select locations

Yorba Linda Boulevard & Palm Drive

Base Improvements:

- Install protected left-turn phasing (westbound) on Yorba Linda Boulevard using new poles and mast arms
- Remove or relocate north/south crosswalk on Yorba Linda Boulevard
- Narrow existing pork-chop island in southwest quadrant
- Stripe a third westbound through lane on Yorba Linda Boulevard on the westbound approach
- Remove median street lights and add intersection safety lighting
- Modify medians on Yorba Linda Boulevard
- Install additional signage
- Upgrade 8" lenses to 12"
- New ADA-compliant wheel chair ramps
- Video detection
- LED luminaires
- Miscellaneous concrete work

Supplemental Improvements:

- Consider realignment of Palm Drive, as shown below, which includes the following:
 - Relocate north/south crosswalk to east leg
 - Extend bus pad at the northeast quadrant
 - Remove pork-chop island completely
 - Realign curb/gutter, sidewalk and modify parkway/irrigation as needed at the southwest corner
 - Cut back east leg median; possibly modify median to extend left-turn pocket
 - Substantial signal modifications



SECTION 3 | PROJECT UNDERSTANDING AND APPROACH

Kraemer Boulevard & Madison Avenue

Base Improvements:

- Install protected left-turn phasing (north/south) on Kraemer Boulevard using new poles and mast arms **(City may be able to use existing pole/mast arm on northeast corner and replace 5-section "dog house" with 3-section head; we will verify feasibility during preliminary engineering)**
- Relocate video detection
- Miscellaneous concrete work

Supplemental Improvements:

- Add new signal indication for southbound thru traffic on northeast corner to enhance visibility and awareness due to curvature of the roadway
- Install new LED luminaires
- Re-wire the intersection and install new conduit at select locations

Chapman Avenue & Bradford Avenue

Base Improvements:

- Install protected left-turn phasing (north/south) on Bradford Avenue using new poles and mast arms
- Upgrade 8" lenses to 12"
- Video detection
- LED luminaires
- Miscellaneous concrete work

Supplemental Improvements:

- New ADA-compliant wheel chair ramp at the southwest corner
- Install handrail along the back of existing curb ramp at the southeast corner to prevent a tripping hazard
- Re-wire the intersection and install new conduit at select locations

Additional Considerations

If budget allows, this project will be a great opportunity to further enhance the safety of each intersection beyond the scope in the RFP. Based on preliminary review of each location, we have identified potential additional or alternative design recommendations and other insight to help the City with this project:

- Installation of **high-visibility crosswalks** for additional enhancement of pedestrian safety.
- Installation of **Gridsmart video detection** systems. The Gridsmart system allows the installation of one

video camera at an intersection that can detect all vehicle approaches, rather than installing one video camera per approach. The Gridsmart system also allows a City to retrieve a variety of counts for an intersection, including turning movement counts. This could be a more cost-effective application and allow for project budget to be spent on additional improvements. If the City is interested in this option, we can coordinate a demonstration with the manufacturer and answer any question and/or concerns.

- Installation of **count-down pedestrian signal heads** to provide enhanced warning while crossing the street.
- Installation of **accessible pedestrian signals (APS)** to provide enhanced warning in a non-visual format for pedestrians who are blind or have low vision.
- Replace existing IISNS **with LED IISNS**. Utilization of LED street name signs would provide a low voltage solution for the City to aid in lowering energy costs.

At the project kick-off meeting, we can prioritize additional improvements, if the budget allows. We will provide preliminary cost estimates prior to the 60% design phase to gauge the amount of available budget to implement the additional safety features.

Funding Administration

The project team is very experienced with successfully navigating and obtaining Caltrans funding approvals for state and federally funded projects in accordance with the Local Assistance Procedure Manual (LAPM). We recently provided funding administration services for several Active Transportation Program (ATP) and Highway Safety Improvement Program (HSIP) grants. At this point in the process, there are three steps required by Caltrans: environmental, right-of-way, and RFA for construction. Each package shall be submitted to the District Local Assistance Engineer (DLAE) for review and approval. At the close of the project, we will submit a copy of all documentation in organized binders to the City. We understand that our involvement may extend for a minimum of 5 years after final closure for possible audit review. To expedite the process, we have included AGI to serve as the project liaison between the City and Caltrans.



SECTION 4 | SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT, MEETINGS, AND TASK EFFORT WORKSHEET

Meetings

The KOA team will attend the following meetings:

- **Kick-off Meeting (1)**
Mr. Bise will conduct a project kick-off meeting. We will invite the City's project manager, our subconsultants, and all other stakeholders identified by the City's project manager. At the kick-off meeting, we will identify design alternatives to be considered, significant milestones in the project schedule, and deliverables.
- **Design Coordination Meetings (4)**
After each milestone submittal, we will meet with the City's project manager and each of our subconsultants, as long as they have an active design task in progress. We will also meet with City staff to coordinate other various design items that come up during the preliminary and final engineering stages.
- **Community Outreach & City Council (0)**
The RFP indicates a public outreach meeting and City Council presentation may be required if the project goes beyond negative declaration. Based on experience with very similar projects, we do not anticipate this will be the case. Therefore, we assume there will be no community outreach and/or City Council presentations for this project.

Mr. Bise will provide thorough meeting minutes to the project team within two days following each meeting. The team will have a chance to comment, edit, or add items to the minutes prior to final delivery.

Schedule

A preliminary schedule is included in this proposal for consideration. Upon receipt of a Notice-to-Proceed from the City, KOA will prepare an updated detailed design schedule that will be used by the consultant team. This schedule will be presented to the City's project manager for comment and will be updated on an as-needed basis throughout the design process. Our focus is to deliver the project to the City on-time. It will be in our best interest to maintain momentum on this project and to make high-quality submittals to the City in a timely manner.

Communication

Mr. Bise will work closely with the City, design staff,

and subconsultants to uphold the project schedule and budget. He will conduct weekly internal project meetings and maintain open lines of communication with all involved to move the project along. We strongly believe in proactive critical thinking and communication to minimize project delays. To avoid any unwanted surprises, KOA will be completely transparent and proactive in dealing with any issues so the City can make knowledgeable decisions on alternative designs. Mr. Bise will serve as the point of contact and liaison between the City's project manager and applicable utility companies and government agencies.

Quality Control

A key factor to project success is accountability. Mr. Bise will be accountable to the City to deliver on what is outlined in this proposal. We fully understand this principle and will utilize our internal quality assurance and quality control (QA/QC) procedures to support our efforts throughout the life of each task order. Our QA/QC involves having plans go through a minimum of two stages of internal review before allowing plans to be submitted to an agency for plan review and approval. The first stage of internal review involves a peer review by an experienced design engineer. The second stage of internal review involves another round of reviews by one or more senior-level registered engineers, each individually with more than 15 years of engineering experience. Each reviewer confirms that plans reflect the appropriate improvement scope and conform to the approving agency's design standards and plan format. The reviewers verify that all plan check comments are properly addressed on any plan revisions we prepare. Prior to completion of the 90% PS&E, we will perform a constructability review, which entails going to the project site with the plans and having a detailed walk-through of anticipated construction activities. The goal of this exercise is to view the project from the contractor's prospective and to identify potential construction change orders. We will then make necessary adjustments to the plans to limit any issues during construction.

For design plans, we utilize Bluebeam Revu Software for all QA/QC activities. This software allows for paperless review, simultaneous commenting, cloud-based record keeping, and clean responses to comments. We have found this tool to be very helpful and to streamline review, response, and submittals.

This QA/QC approach has led to a high level of quality in our engineering plans. We believe our firm has



SECTION 4 | SCOPE OF WORK

established a strong reputation with a number of agencies for producing high-quality work products. Mr. Bise will take the lead, to ensure KOA's QA/QC process is followed and the City receives high-quality submittals.

Task 1 Deliverables

- Schedule, updated at request of City PM
- Agenda & minutes for each meeting

TASK 2: PRELIMINARY ENGINEERING

Records Research

KOA will work with the City to obtain record drawings and documents relevant to the project location. Record drawings and documents can include, but are not limited to, existing improvement plans, topographic maps, assessor maps, centerline ties, corner records, as-built plans, utility plans, traffic counts, previous traffic studies, etc. We will send our requests for record drawings and documents through the City's project manager.

Survey Engineering

Coast Surveying, Inc. (Coast) will perform a topographic survey at the intersection of **Yorba Linda Boulevard & Palm Drive**. A digital terrain model (DTM) will be created using AutoCAD Civil 3D, which will provide the design team with an overall mapping product containing sufficient detail to design the proposed improvements.

Coast will provide detailed right-of-way information based on the available right-of-way maps, assessors parcels maps, easement information, and legal documentation within the project limits. KOA will take the provided right-of-way information and develop a digital file using AutoCAD containing center lines, right-of-way, property lines, assessor parcel numbers, owners, and easements within the project limits. The file will be referenced into all relevant construction documents and clearly labeled to identify proposed work that encroaches into private property. Based on our understanding of the project, we do not anticipate any right-of-way acquisition to be necessary.

Site Evaluation

Upon receipt of any available records from the City, we will visit the project site to verify and document the existing conditions. We will investigate and verify the existing roadway geometry, traffic signal equipment, conduits, wiring, interconnect cables, pull boxes,

intelligent transportation system (ITS) equipment, utility manholes/valves, power poles, cabinets, fire hydrants, etc. KOA will send a team of experienced and knowledgeable engineers to the project site to fully evaluate existing conditions, identify design constraints, identify the proposed improvements and evaluate the constructability of the proposed improvements.

A second site walk will be performed with City staff to identify project opportunities, constraints, and challenges. We will encourage a collaborative dialog, identify the project "must haves", and brainstorm solutions on how to achieve the City's vision. If required, we will invite Caltrans staff and prepare necessary exhibits specified under Chapter 7, Field Review, of the Caltrans Local Assistance Program Manual.

When the plans are 90% complete, KOA will invite the City staff to attend a constructability review field meeting. The field meetings will be to evaluate the proposed design against the existing conditions. The team will walk the project site and discuss concerns related to operation, construction, and maintenance of the proposed design.

Base Plan Preparation

Utilizing available information, gathered materials, survey, and field investigation data, KOA will prepare a base plan for each project intersection. The base plan is the backbone to accurately design proposed improvements. At this stage of the process, a thorough QA/QC review is performed on the base plan to ensure accuracy prior to design. The base plan will include centerline, right-of-way, relevant existing street improvements, utilities, landscape, and existing traffic controls.

Alternative Assessment

The preliminary/conceptual phase of a project can be the most critical. During this phase, the project team and stakeholders have the opportunity to make recommendations, give feedback, ask the "big picture" questions, and refine design features beyond the initial vision. KOA will prepare up to two (2) alternatives per intersection, if applicable. The proposed improvements will be overlaid on an aerial image to illustrate the general location and affect to local/existing property/infrastructure. Each alternative will be vetted by our engineering staff to ensure a high-quality design and presentation of proposed improvements. We will provide preliminary cost estimates with each alternative.



SECTION 4 | SCOPE OF WORK

We understand the project HSIP grant has identified specific improvements at each intersection; therefore, the purpose of the exercise is to verify the feasibility of the proposed improvements and determine if there are any subsequent and/or supplemental improvements that can be included within the scope and budget of the grant.

Task 2 Deliverables

- Topographic survey
- Caltrans LAPM Exhibit 7-B & 7-G; Field Review Form, if needed
- Base plans
- Alternative exhibits and cost estimates

TASK 3: UTILITY COORDINATION

KOA will request a list of contacts from the City for utility companies with facilities in the project limits. KOA will request utility maps from the utility companies and will compile any/all underground and above-ground utilities in a separate digital file. This file will be referenced in all relevant design plans and clearly labeled to identify utility type, size, owner, etc. This will allow us to identify any potential impacts and modify the design as necessary.

We will send a notification to all utility companies within the project limits at the 60%, and 100% design stages for review to determine any possible conflict with proposed improvements. KOA will work closely with the utility companies and municipalities to resolve any conflict prior to the final design. A comprehensive log will be preserved throughout the project and provided to the City upon request.

KOA will coordinate separately with Southern California Edison (SCE) for new and/or modified service points of connection (POC) and design requirements if needed.

Task 3 Deliverables

- Utility response matrix (upon City request)

TASK 4: ENVIRONMENTAL CLEARANCE

Environmental

Environmental clearance is a key task that defines the full scope for the project, assesses proposed improvements and their ecological effects on the surrounding community, and contributes to the preparation of the subsequent design and construction phases. To provide

a strong basis in the preparation of all environmental documentation required for environmental clearance of the project, the environmental phase will begin with data collection of all available project information. To this end, the project team will provide a detailed list of items required from the City for the completion of environmental documentation. Based on the project team's experience, the required data largely includes awarded grant application work products, such as project information, scope, location, and proposed maps. Other information not typically required for grant applications but required by Caltrans, such as flood maps, cross-sections, and miscellaneous content, as well as those items available online, such as the Federal Transportation Improvement Program (FTIP) sheet, will be researched, prepared, and collected by the project team. This information will be used to develop the preliminary environmental study/screening (PES). The PES is the initial screening document used by Caltrans to assess the project's impact on the surrounding local and regional environment.

Having completed several PES documents under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) for similar Congestion Mitigation Air Quality (CMAQ) and Active Transportation Program (ATP) funded projects, the project team will complete the PES and all associated exhibits, including scheduling a site visit with the project team to examine and develop an accurate assessment of the area. The site visit will be documented in the Field Review Form and Roadway Data Sheets, as required in the environmental submittal to Caltrans.

The culmination of this work will assist in the determination of the potential for project impact. Under the three NEPA Classes of Action under which a federal-aid project may be processed, it is anticipated that a Categorical Exclusion determination will suffice to meet this requirement; however, the project team will reassess this initial assessment upon 60% completion of the design plans and aforementioned documents. In tandem with the NEPA Categorical Exclusion, CEQA mandates that a Categorical Exemption be prepared and filed with the state. The project team will prepare and submit both documents to comply with CEQA and NEPA requirements.

It is understood any supplemental environmental exhibits, forms, studies, reports, and/or maps may be requested by Caltrans for submittal. Based on the project scope identified in the RFP, it is assumed that technical



SECTION 4 | SCOPE OF WORK

studies will not be required, therefore it is not included as part of this proposal.

Right-of-Way Certification

Once the environmental package is approved, KOA will prepare and submit the Right-of-Way Certification Form (Exhibit 13-A) to Caltrans for review and approval. This form identifies ownership of right-of-way and any potential impacts, accusations, and easements due to the proposed improvements. We believe no right-of-way will be impacted as part of this project; therefore, this submittal should be approved fairly quickly. Typically, the Right-of-Way Certification is not submitted to Caltrans until the design is at 100%; however, based on the scope of improvements, we should be able to submit earlier, with concurrence from the City.

Task 4 Deliverables

- Caltrans environmental clearance and right-of-way certification

TASK 5: CONTRACT BID DOCUMENTS (PS&E)

Based on our understanding of the RFP and the improvements, below is a list of anticipated plans.

- Title
- General notes
- Street improvement
- Traffic signal
- Signing and striping
- Traffic control

Below is a detailed description of our approach to completing certain aspects of the construction documents.

Street Improvements

Street improvement plans are anticipated at the intersection of **Yorba Linda Boulevard & Palm Drive**. All other minor civil improvement (i.e., curb ramps, median cut-backs, misc. concrete work, etc.) will be included on the traffic signal or striping plans.

After the stakeholders have approved the proposed concept, we will develop improvement plans and details to encompass all aspects of the design. Our focus will be to provide multi-modal connectivity, maintain positive drainage, conform to the latest ADA requirements, enhance aesthetics and functionality, and address any

subsequent improvements needed due to new grades and/or complex existing conditions.

The KOA team will utilize the AutoCAD Civil 3D software and apply its dynamic capabilities to eliminate annotation errors during plan production. We will use Civil 3D to create an existing roadway surface based on survey data and to design a proposed surface to simulate the intended design. A proposed profile will be generated based on the proposed surface and displayed on the plans for vertical control during construction. We will provide the City with cross-sections at critical geometric points to illustrate the design intent and limits of construction. The improvement plans will be 1"=20' scale and will contain the necessary vertical profile, horizontal control, construction notes, and applicable details.

Traffic Signal

Traffic signal modification plans are anticipated at the following five (5) intersections within the limits of the project:

- Bastanchury Road & Valencia Avenue
- Yorba Linda Boulevard & Kraemer Boulevard
- Yorba Linda Boulevard & Palm Drive
- Kraemer Boulevard & Madison Avenue
- Chapman Avenue & Bradford Avenue

KOA has extensive experience in traffic signal design. We will utilize that knowledge to identify potential conflicts before the project goes into construction. For example, proposed signal poles will be strategically placed in the optimum location for driver/pedestrian visibility and will adhere to ADA guidelines.

KOA will provide a detailed traffic signal modification plan within the PS&E package for each location. The plans will clearly identify all existing, proposed, and removed traffic signal equipment to correspond with the overall design intent. The traffic signal modification plans will be 1"=20' scale unless directed otherwise.

Signing & Striping

Signing and striping plans are anticipated at **Yorba Linda Boulevard & Palm Drive**. All other minor signing and striping (i.e., high-visibility crosswalks, intersection signing, etc.) will be included on the traffic signal plans for the respective intersection.

We will utilize the California Highway Design Manual (HDM), California Manual for Uniform Traffic Control



SECTION 4 | SCOPE OF WORK

Devices (CA MUTCD), and local standards to provide an acceptable alignment for ingress and egress multi-modal transportation throughout the project. The signing and striping plans will be 1"=40' scale unless directed otherwise.

Traffic Control

KOA will prepare traffic control plans in accordance with the latest version of the CA MUTCD for the civil improvements at **Yorba Linda Boulevard & Palm Drive**. All other traffic control will be per the WATCH manual and identified in the project specifications. The plans will include a logical phasing of construction based on the duration of methodology of construction. The plans will show all existing pavement delineation, markings, construction area signing, barricades, cones, flashing arrow boards, and other construction traffic control devices to safely route traffic around the construction zone. The traffic control plans will be 1"=40' scale unless directed otherwise.

Cost Estimate and Specifications

KOA will provide the City with a probable cost of construction concurrent with each submittal (60%, 90%, & 100% PS&E). The cost will be itemized and will display the anticipated bid items, quantity of material, and unit cost for each item. The prices will reflect 2018/2019 construction costs unless directed otherwise.

The City will provide KOA with sample specifications. KOA will compile and assemble special provisions in the format of the City's standards. We understand the special provisions will serve as a supplement to the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications, latest edition.

Task 5 Deliverables

- 60%, 90%, & 100% PS&E submittals in both paper and electronic format
- Repose to comments matrix

TASK 6: CALTRANS FUNDING ASSISTANCE Request for Authorization to Proceed with Construction (E76)

Lastly, we will prepare and submit the Request for Authorization to Proceed with Construction (E76; Exhibit 3-D & 3-E). This document summarizes the previous findings and funding allocations based on the original

grant application. This process will also support required supplemental language in the specification. Upon securing the E-76, we will coordinate with the City for processing of the Program Supplement Agreement.

Final Submittal/Closure & Auditors

Federal requirements designate that agencies receiving federal funds maintain records of all paperwork, including but not limited to all approved E76s, signed master and supplemental agreements, invoice submittals, progress reports, receipts, amendments, exhibits, transmittals, and all relevant documents pertaining to the funded project. Ensuring compliance with these requirements is crucial for the timely reimbursement of funds, including final submittal and auditing purposes. To this end, KOA shall be responsible for maintaining all paperwork in both electronic and hard copy format.

Based on our experience, it is imperative that all paperwork be organized in large binders by phase, tabbed/filed by date, and most importantly, arranged in a manner consistent with Caltrans' administrative organizational procedures ensuring ease of access and rapid response to Caltrans, state, and federal agency inquiries. The project team will provide QA/QC by diligently reviewing and documenting each item in a records management log. The records management log will indicate the date, document, originator, and modifier for any changes made to the binder throughout the project. This system will ensure precise depictions of the project from start to finish. It will allow for an accurate and complete paper trail to be established. Moreover, the system will allow the maintenance of all data and information, which will inform the final submittal, closeout, and audit.

Upon final closeout of the project, KOA will submit a copy of all files and binders to the City's Department of Transportation. KOA will be responsible for remaining in contact with the project for a minimum of five (5) years after final closure is submitted. The minimum five-year time limit involves the possible review with either federal or state auditors. KOA will be responsible for meeting with state or federal auditors, including the provision of documentation and answering of questions with respect to the project's federal process and invoicing. KOA will keep all original documents for a minimum of five (5) years.

Additional services can be provided at the City's request to ensure compliance with Caltrans LAPM during the



SECTION 4 | SCOPE OF WORK

construction phase of the project (i.e., award submittal, reimbursement submittals, and final project closeout). At this time, we assume this will be performed internally within the City.

Task 6 Deliverables

- Caltrans Request for Authorization to Proceed with Construction (E76)
- All LAPM documentation in organized binders

TASK 7: BIDDING ASSISTANCE & CONSTRUCTION SUPPORT

Following submittal of the final plans, specifications, and estimate, KOA will provide on-call services to the City as may be requested for:

- Attendance at pre-bid meeting
- Responding to bidders' questions
- Preparing addenda as necessary
- Attendance at pre-construction meeting
- Attendance at in-progress construction meetings
- Field visits during construction

- Review of shop drawings, submittals, and change orders
- Response to requests for information (RFI)
- Minor design changes during construction
- Preparing as-built drawings

Mr. Bise, the project team, and key subconsultants will be available throughout the project's construction. We are very familiar with contractors' methodology. We are confident that our construction documents and construction support will limit potential change orders. We understand the importance of prompt response to submittals and RFIs, to prevent delays during construction.

Task 7 Deliverables

- Response to request for Information (RFIs) from contractor
- Submittal/shop drawing review
- Modification or revisions that are related to the project's original scope and character
- Contractor change orders if necessary
- As-built drawings

SECTION 5 | CAPABILITIES OF FIRM/TEAM DBE REQUIREMENTS

CAPABILITIES OF FIRM

The proposed key staff (including subconsultants) have the individual and collective knowledge and experience to efficiently provide the required services for this project. Our proposed team members have a strong history of working with each other on similar and related types of projects. We have past relationships with all of our proposed subconsultants, on multiple projects. If deemed necessary for completing the contracted work, we can incorporate support staff from any of our offices to supplement the team, without extra cost to the City.

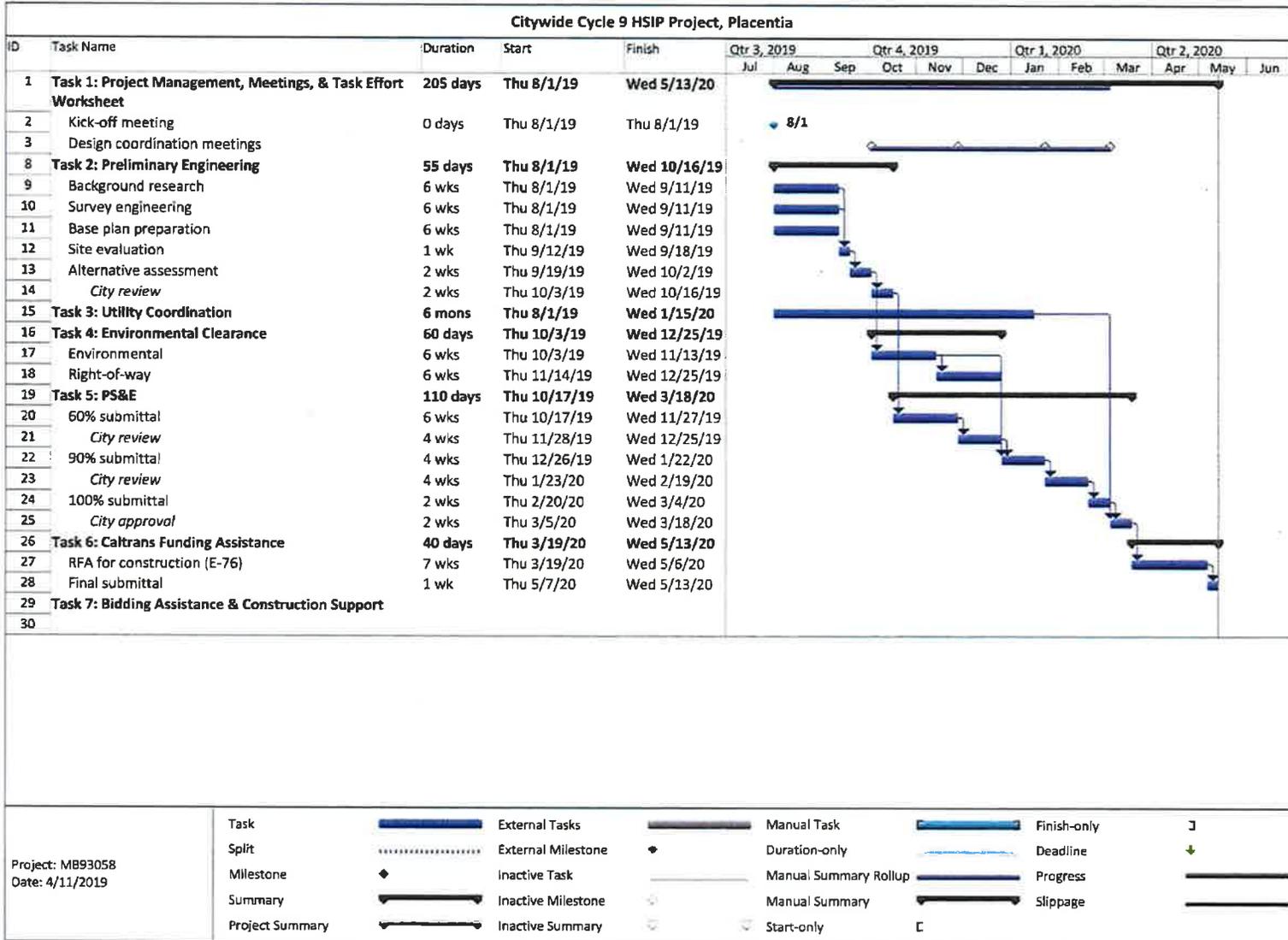
TEAM DBE REQUIREMENTS

KOA is enlisting the services of two disadvantaged business enterprises (DBEs) which are registered with the State of California. These firms are Coast Surveying, Inc. (Coast) and Avant-Garde, Inc. (AGI). It is our expectation that both firms will exceed the minimum 10% DBE requirement. Since the DBE forms are not part of the page count, they are attached at the end of this proposal document.

SECTION 6 | EXCEPTIONS

KOA takes no exceptions to the requirements of the RFP or the sample contract.

SECTION 7 | SCHEDULE



any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

D. Non-Conflict of Interest

I/We warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

E. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

F. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the sample contract attached to the original RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the City's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

G. I Certification of Consultant, Commissions & Fees

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of KOA Corporation, whose address is 2141 W Orangewood Ave, Orange, CA 92868, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee,

contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

H. Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

I. Certification of Financial Management System and Contract Costs

The Prime Consultant must certify that:

- A. The Consultant's financial management system meets the financial standards set forth in 49 CFR § 18.20.
- B. The proposed costs in the prime and subconsultant cost proposals are in compliance with the cost principles established in 48 CFR, Chapter 1, Part 31 – Contract Cost Principles.
- C. The approximate dollar amount of all A&E contracts awarded to the Prime Consultant by Caltrans or a local agency in California within the last three (3) calendar years, and the number of states the firm does business in, has been provided in Exhibit 10-K, Certification of Financial Management System and Contract Costs.

J. Non-Lobbying Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard **Form-LLL, "Disclosure of Lobbying Activities,"** in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails

to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.



APPENDIX | REQUIRED FORMS: DBE FORMS & ADDENDA ACKNOWLEDGMENTS

REQUIRED DBE FORMS

The following DBE exhibits are provided on the next two pages. Since KOA believes that it is fulfilling the minimum DBE requirements, Exhibit 15-H is not included. Per the instructions in the RFP, Exhibit 10-H1 and Exhibit 10-K are provided for each team firm in our separately sealed cost proposal.

Exhibit 10-I Notice to Proposers DBE Information

Exhibit 10-O1 Consultant Proposal DBE Commitment

Exhibit 10-O2 Consultant Contract DBE Commitment

Exhibit 10-Q Disclosure of Lobbying Activities

ADDENDA ACKNOWLEDGMENTS

Addendum #1 Acknowledgment

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of _____ 10 %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - 1. Click on the link titled *Disadvantaged Business Enterprise*;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

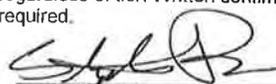
- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Placentia 2. Contract DBE Goal: 10%
 3. Project Description: Professional Engineering for Citywide Cycle 9 HSIP Project
 4. Project Location: Placentia, Citywide
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE:

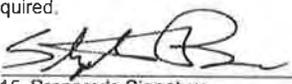
7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Funding Administration	36060	Advanced Avant-Garde Corporation, Ana LeNoue, 3670 W. Temple Ave, Suite 278, Pomona, CA 91768, (909) 979-6586	10%
Land Surveying	2128	Coast Surveying, Inc., Ruel del Castillo, 15031 Parkway Loop, Suite B, Tustin, CA 92780, (714) 918-6266	2.5%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	12.5 %
17. Local Agency Contract Number: _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature Stephen Bise 14. Preparer's Name Managing Director 16. Preparer's Title		
18. Federal-Aid Project Number: _____		13. Date 04/18/2019	
19. Proposed Contract Execution Date: _____		15. Phone (714) 573-0317	
20. Consultant's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. _____ _____ _____			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Placentia 2. Contract DBE Goal: 10%
 3. Project Description: Professional Engineering for Citywide Cycle 9 HSIP Project
 4. Project Location: Placentia, Citywide
 5. Consultant's Name: KOA Corporation 6. Prime Certified DBE: 7. Total Contract Award Amount: \$139,936.71
 8. Total Dollar Amount for **ALL** Subconsultants: \$18,090.17 9. Total Number of **ALL** Subconsultants: 2

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Funding Administration	36060	Advanced Avant-Garde Corporation, Ana LeNoue, 3670 W. Temple Ave, Suite 278, Pomona, CA 91768, (909) 979-6586	\$14,610.75
Land Surveying	2128	Coast Surveying, Inc., Ruel del Castillo, 15031 Parkway Loop, Suite B, Tustin, CA 92780, (714) 918-6266	\$3,479.42
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$ 18,090.17
21. Federal-Aid Project Number: _____			12.5%
22. Contract Execution Date: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date <u>April 18, 2019</u> Stephen Bise (714) 573-0317 17. Preparer's Name _____ 18. Phone Managing Director 19. Preparer's Title _____	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____	24. Date _____		
25. Local Agency Representative's Name _____	26. Phone _____		
27. Local Agency Representative's Title _____			

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____			5. If Reporting Entity No. is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____		
6. Federal Department/Agency: _____			7. Federal Program Name/Description: _____ CFDA Number, if applicable _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: _____		
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)			11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) _____ (attach Continuation Sheet(s) if necessary)		
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____		
13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind specify: nature _____ Value _____					
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: _____ (attach Continuation Sheet(s) if necessary)					
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>					
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Stephen Bise</u> Print Name: <u>Stephen Bise</u> Title: <u>Managing Director</u> Telephone No.: <u>(714) 573-0317</u> Date: <u>04/18/2019</u>		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files



CITY OF PLACENTIA

**NOTICE INVITING SEALED PROPOSALS
FOR PROFESSIONAL ENGINEERING SERVICES
Citywide Cycle 9 Highway Safety Improvement Program Project
UNIQUE PROJECT I.D. H9-12-010**

SUBJECT: Addendum #1

DATE: April 9, 2019

ADDENDUM ACKNOWLEDGMENT:

Firm Name: KOA Corporation

Authorized Signature: 
Stephen Bise, Managing Director

Date: April 18, 2019

Acknowledgment of Receipt of Addendum #1 is required by signing.

Fee Proposal:
Citywide Cycle 9 HSIP Project, Placentia, CA

Dated 4-11-2019

	KOA					Sub-consultants			TEAM TOTAL
	Principal/ QA/QC Manager	Project Manager/ Sr. Engineer	Sr. Associate Engineer	Associate Engineer	Other Direct Costs	KOA	Cost (DBE) Survey	AGI (DBE) Funding	
	Hourly Rates (Fully Burdened):	\$236	\$168	\$118	\$102	NTE	NTE	NTE	
BASE DESIGN SERVICES									
Task 1: Project management, meetings, and task effort worksheet									
Kick-off meeting (1)		4	4		\$10	\$1,154			\$1,154
Design coordination meetings (4)		8	8		\$30	\$2,317			\$2,317
Update schedule		4				\$672			\$672
General administration	1	12				\$2,251			\$2,251
Task 1: Subtotal	1	28	12		\$40	\$6,393			\$6,393
Task 2: Preliminary Engineering									
Records research			4	8		\$1,291			\$1,291
Survey engineering		1	4			\$640	\$3,479		\$4,119
Site evaluation		8	24	24	\$20	\$6,651			\$6,651
Base plan preparation	2	16	24	40		\$10,083			\$10,083
Alternative assessment & cost estimate	2	16	24	24		\$8,446			\$8,446
Task 2: Subtotal	4	41	80	96	\$20	\$27,111	\$3,479		\$30,590
Task 3: Utility Coordination									
Utility coordination & notification		2	2	12		\$1,799			\$1,799
Task 3: Subtotal		2	2	12		\$1,799			\$1,799
Task 4: Environmental Clearance									
PES		1	4			\$640		\$4,000	\$4,640
Right-of-way certification		1	4			\$640		\$3,011	\$3,651
Task 4: Subtotal		2	8			\$1,280		\$7,011	\$8,291
Task 5: Contract Bid Documents (PS&E)									
80% Design									
Title sheet (1)		1	2	4		\$813			\$813
Geotech notes (1)		1	2	4		\$813			\$813
Street improvement (1)	1	4	32	24		\$7,140			\$7,140
Traffic signal (5)	5	24	40	80		\$18,115			\$18,115
Signing & striping (1)	1	4	8	16		\$3,489			\$3,489
Traffic control (2)	1	4	12	24		\$4,779			\$4,779
Plan production, submittal, & field walk		4	4	8	\$100	\$2,062			\$2,062
Cost estimate	1	1	4			\$876			\$876
90% PS&E	2	24	40	80	\$100	\$17,507			\$17,507
100% PS&E (Bid Set)	1	12	24	40	\$100	\$9,275			\$9,275
Task 5: Subtotal	12	74	168	280	\$300	\$64,869			\$64,869
Task 6: Caltrans Funding Assistance									
RFA for Construction (E-75)		1	4			\$640		\$4,100	\$4,740
Final submittal		1	4			\$640		\$3,500	\$4,140
Task 6: Subtotal		2	8			\$1,280		\$7,600	\$8,880
Task 7: Bidding Assistance & Construction Support									
Meetings (up to 4)		4	8	4	\$30	\$2,055			\$2,055
Field visits (up to 4)		4	8	4	\$30	\$2,055			\$2,055
Response to RFI's		2	8	4		\$1,689			\$1,689
Submittal review		1	8	4		\$1,521			\$1,521
Minor plan revisions		4	8	8		\$2,434			\$2,434
As-builts		1	4	12		\$1,868			\$1,868
Task 7: Subtotal		16	44	36	\$60	\$11,623			\$11,623
TOTAL BASE DESIGN SERVICES	17	170	322	424	\$420	\$114,358	\$8,479	\$14,611	\$132,445
Work %	2%	18%	35%	45%		86%	3%	11%	

NOTE:

1. Fee is negotiable prior to execution of service agreement
2. DBE Participation = 12.93%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2019

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

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

PRODUCER Dealey, Renton & Associates 790 E Colorado Blvd #460 Pasadena, CA 91101 License #0020739	CONTACT NAME: PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: certificates@dealeyrenton.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED KOA Corporation 1100 Corporate Center Drive #201 Monterey Park, CA 91754 (323) 260-4703	INSURER A: Travelers Property Casualty Co of Ameri	
	INSURER B: XL Specialty Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC # 25674 37885

COVERAGES

CERTIFICATE NUMBER: 1453265131

REVISION NUMBER:

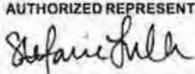
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6808H966428	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA2A439568	3/13/2019	3/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP6464Y033	3/13/2019	3/13/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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	UB2L459350	9/19/2018	9/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made Pollution Liability Included			DPR9938453	3/13/2019	3/13/2020	\$2,000,000 \$2,000,000 per Claim Annual Aggregate

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

AM Best's Rating on all policies above: A/XII or greater. Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability. RE: KOA #JB66055 / JB96035, On-Call Contract Admin & Constr. Inspec. Svcs -- The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insured as respects general & auto liability for claims arising from the operations of the named insured as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(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", "personal injury" or "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.

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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

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

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – ADDITIONAL INSURED –
PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO
CERTAIN OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

POLICY NUMBER: 6808H966428

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 6/14/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

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

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or

damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards." This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB2L459350

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

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.

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

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

**ALL PERSONS OR ORGANIZATIONS
THAT REQUIRES YOU TO OBTAIN
EXECUTED THE CONTRACT BEFORE**

Job Description

**THAT ARE PARTIE TO A CONTRACT
THIS AGREEMENT, PROVIDED YOU
THE LOSS.**

DATE OF ISSUE: 6/14/2019

ST ASSIGN: CA

017106

**ATTACHMENT 1
EXHIBIT B**

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: KOA Corporation

Endorsement Effective Date: 3/13/2019

SCHEDULE

Name Of Person(s) Or Organization(s): The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers --
RE: KOA #JB66055 / JB96035, On-Call Contract Admin & Constr.

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.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 23, 2019

SUBJECT: **DECLARATION OF SURPLUS PROPERTY**

FISCAL

IMPACT: REVENUE REALIZED FROM THE SALE OF SURPLUS PROPERTY WILL BE DEPOSITED INTO THE CITY EQUIPMENT REPLACEMENT FUND

SUMMARY:

The City owns eleven (11) vehicles not currently in use as they have reached the end of their useful service life. The recommended actions will authorize the surplus of these vehicles through a public auction.

RECOMMENDATION:

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

1. Declare the eleven (11) vehicles listed in this report as surplus property; and
2. Authorize the City Administrator or his designee to execute the necessary documents to dispose of these vehicles through a public auction; and
3. Direct Staff to deposit the auction proceeds into the City Equipment Replacement Fund.

DISCUSSION:

City vehicles and equipment are periodically evaluated to determine whether they should be kept in service or if they should be replaced or disposed of through a public auction. Several of the vehicles recommended for surplus this year were replaced with electric vehicles. In addition, there are several police units that have recently been replaced by newer patrol units obtained with outside grant funding and/or insurance proceeds. The list of vehicles to be declared surplus property is noted in the table below:

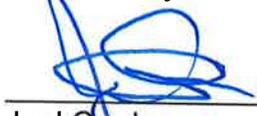
**1. I.
July 23, 2019**

Item No.	Model Year	Make/Model	V.I.N.	Assigned Department
1	2010	Ford / Crown Victoria	2FABP7BV9ax107143	Police
2	2008	Ford / Crown Victoria	2FAHP71V18X139168	Police
3	1989	Chevy Stake Bed	1GBJR34KXKJ124799	Public Works
4	2004	Ford / Blue SWAT Van	1FTRE1423YHB73468	Police
5	2002	Ford / F250	1FTNF20L42EB70667	Police
6	2010	Ford / Crown Victoria	2FABP7BV3AX123578	Police
7	1986	A.M General / Humvee	545053	Police
8	2009	Honda / STI1300	JH2SC51749k600375	Police
9	2009	Honda / STI1300	JH2SC51799K600372	Police
10	2012	Honda / STI1300	JH2SC5156CK000009	Police
11	1981	Clark Forklift	235-2154-4515	Public Works

FISCAL IMPACT:

All revenues generated by the sale of surplus vehicles will be deposited into the City's Equipment Replacement Fund.

Prepared by:



Joel Cardenas
 Public Works Superintendent

Reviewed and approved:



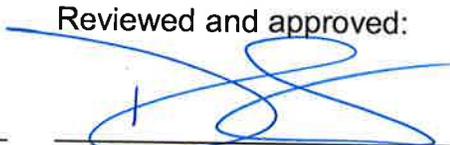
Luis Estevez
 Director of Public Works

Reviewed and approved



Kim Krause
 Director of Finance

Reviewed and approved:



Damien R. Arrula
 City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 23, 2019

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR FISCAL YEAR 2019-20 RESIDENTIAL SLURRY SEAL AND ARTERIAL ROADWAY REHABILITATION PROJECT NOS. 1001 AND 1002**

FISCAL
IMPACT: EXPENSE: \$ 308,500
BUDGETED: \$2,710,000 FY 2019-20 CAPITAL IMPROVEMENT PROGRAM
BUDGET

SUMMARY:

On April 4, 2019, the City issued and publicly advertised a Request for Proposal (RFP) for professional engineering design services for the Fiscal Year (FY) 2019-20 Residential Slurry Seal and Arterial Roadway Rehabilitation Projects. These projects will repave approximately 800,000 square feet of arterial streets and will slurry seal more than 2.6 million square feet of residential streets. These projects will also repair and replace damaged curbs, gutters, and sidewalks as well as reconstructing curb ramps to current ADA standards, and installing updated pavement striping and legends, bike lanes, and traffic safety improvements.

Staff received three (3) proposals and after a thorough review, selected NV5, Inc. ("NV5"), based upon their response to the requirements of the RFP, their qualifications, and experience in designing road rehabilitation projects and technical engineering expertise. The agreement with NV5 will provide the City with engineered construction plans, technical specifications, and cost estimates (PS&E) in addition to construction support services. NV5 will complete the design package by Spring 2020, at which time the City will be able to advertise, bid, and construct the project in Summer 2020.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for the Engineering Design Services for FY 2019-20 Residential Slurry Seal and Arterial Roadway Rehabilitation Projects with NV5, Inc., for a not-to-exceed amount of \$308,500; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$30,850; and

1. m.
July 23, 2019

3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Staff is currently working on developing a long-term Citywide paving program utilizing recently approved Measure “U” revenues in combination with other funding sources, such as Measure M, “M2” and SB-1 Gas Tax Funding. This project will fill the gap between the City’s current pavement preventative measures and the upcoming pavement rehabilitation program, which will be addressing the remaining pavement backlogs throughout the City. Staff will continue to utilize SB-1 and M2 funding to procure preventative maintenance slurry seal projects and pavement rehabilitation.

On April 4, 2019, the City issued and publicly advertised a Request for Proposal (RFP) for engineering design services for the FY 2019-20 Residential Slurry Seal (Attachment 1) and Arterial Roadway Rehabilitation Projects (Attachment 2). Staff received three (3) competitive proposals from qualified civil engineering firms for engineering design services. The professional services to be delivered require a full-service firm with the ability to deliver a wide range of services including pavement design, ADA-compliant curb ramp design, traffic engineering analysis, geotechnical analysis, and the preparation of engineered improvement plans along with bid documents and technical specifications. Staff conducted a thorough review of the three proposals received and scored them in accordance to the scoring criteria in the RFP.

CONSULTANT	TOTAL SCORE	RANKING
NV5, Inc.	282	1
HR Green	268	2
Civil Works Engineers	253	3

NV5 ranked first based upon their experience and expertise with similar projects and understanding of the scope and approach of the City’s proposed project. In addition, NV5 has successfully performed similar design work with the City of Placentia in the past. The agreement with NV5 will provide the necessary design services in support of the construction. These services include pavement design and engineering, field inspections, topographic and boundary surveys, geotechnical investigations with a 360 design, covering sidewalks, curb/gutter, signage and ADA compliant curb ramps. NV5 will also prepare the bid package and support services during the construction phase. The scope of services (Attachment 3) also includes a review and collection of the as-built drawings at the completion of each project. NV5 will be able to provide a complete bid package by Spring 2020 with an anticipated construction start date in Summer 2020.

FISCAL IMPACT:

The total cost for the professional engineering services amounts to \$308,500. This contract covers engineering design services for two projects FY 2019-20 Residential Slurry Seal Project No. 1001 and FY 2019-20 Arterial Roadway Rehabilitation Project No. 1002. Measure M2 and SB-1 Gas Tax revenues totaling \$1,325,000 have been budgeted to fund the slurry seal project and the \$1,385,000 arterial roadway rehabilitation project is budgeted entirely with Measure U funds for a

grand total of \$2,710,000 budgeted for both projects. Both projects will be bid separately for construction. Sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



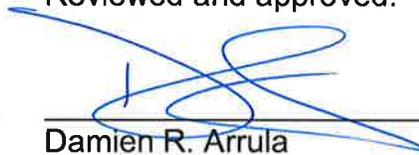
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



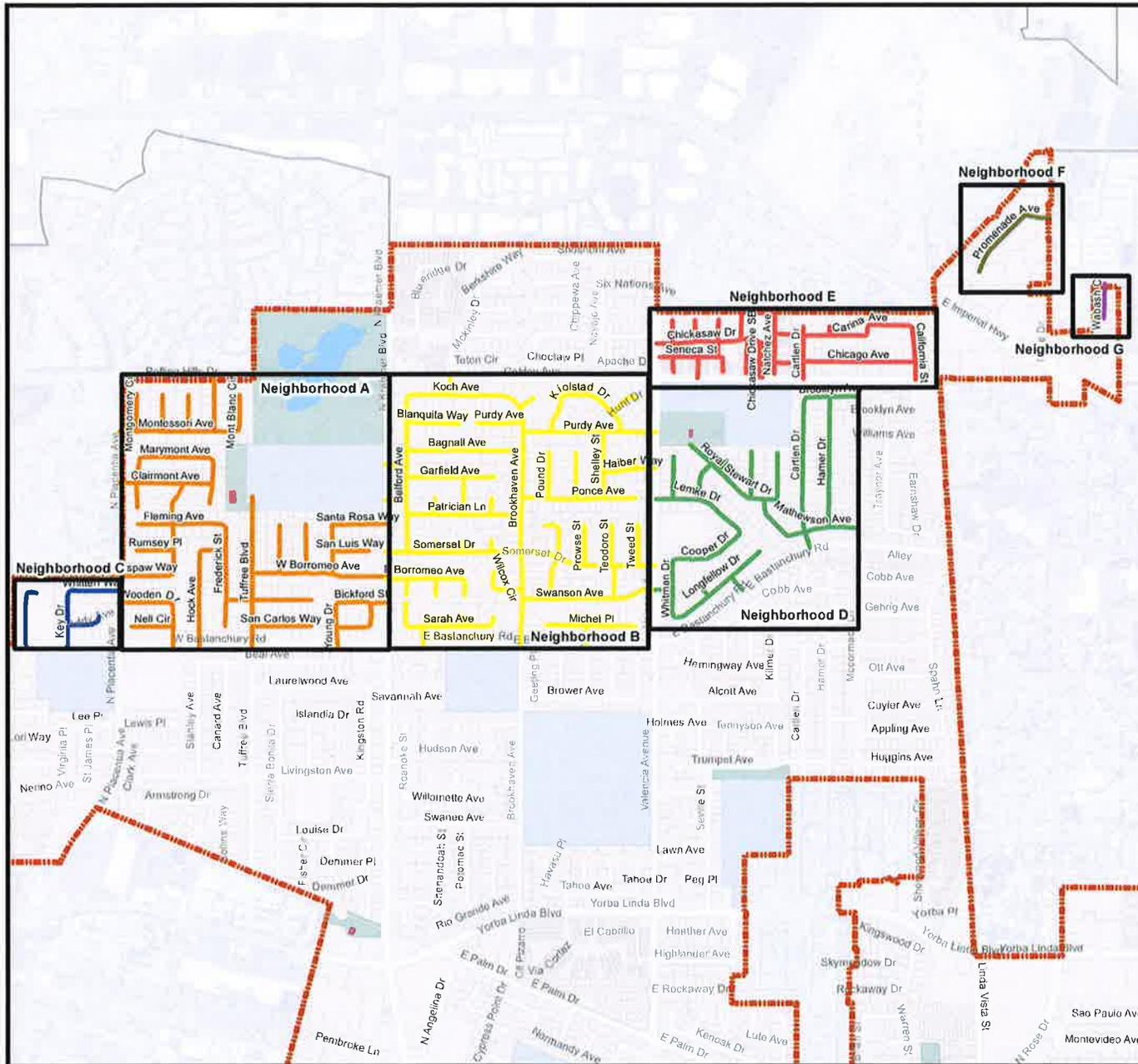
Damien R. Arrula
City Administrator

Attachments:

1. Residential Slurry Seal Project Area Map
2. Arterial Roadway Rehabilitation Map
3. Professional Services Agreement with NV5, Inc.



FY 2019-20 Residential Slurry Seal Project



Neighborhood A
737,758 sq. ft.

Neighborhood B
1,067,955 sq. ft.

Neighborhood C
78,268 sq. ft.

Neighborhood D
404,458 sq. ft.

Neighborhood E
276,988 sq. ft.

Neighborhood F
38,494 sq. ft.

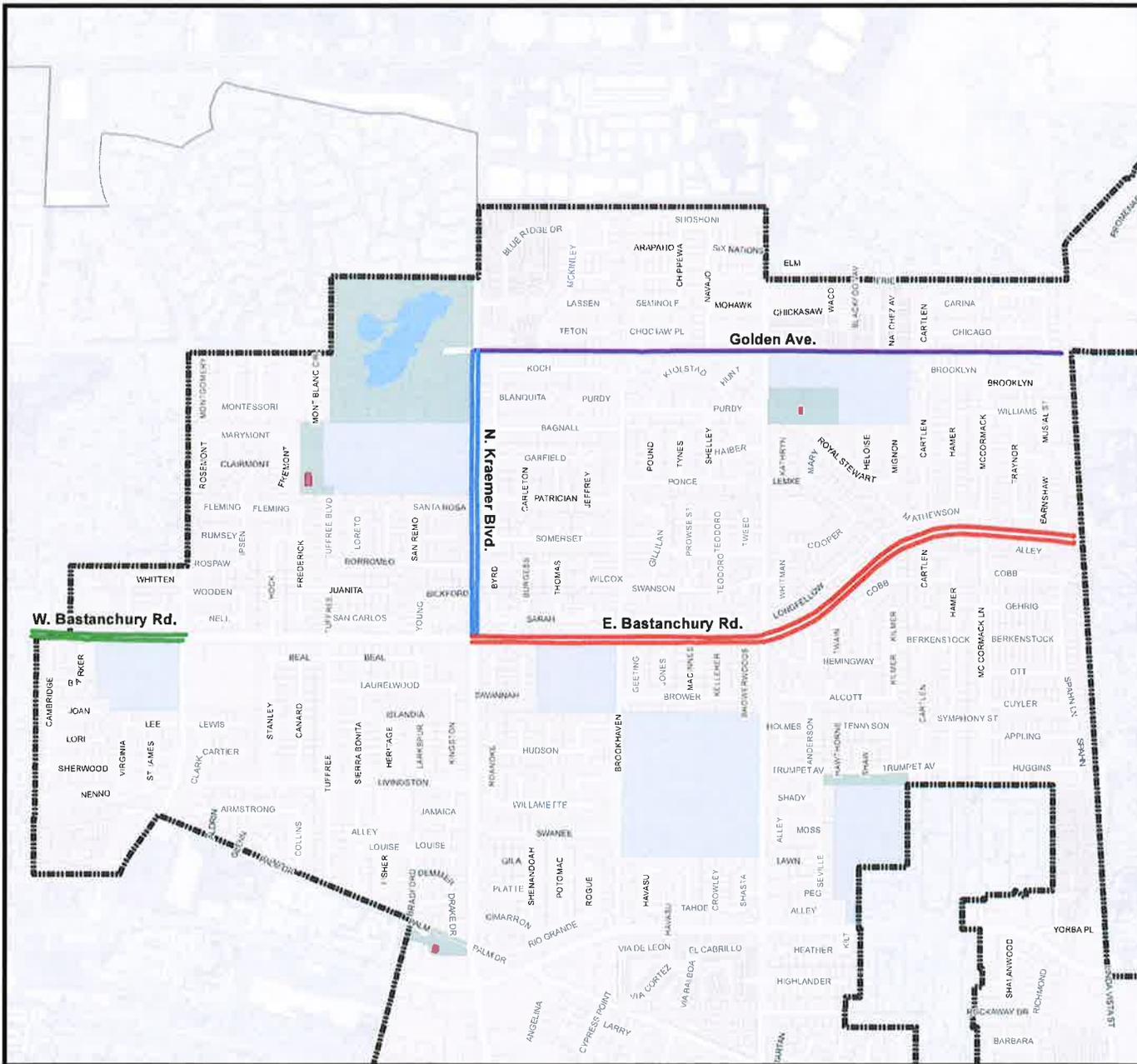
Neighborhood G
13,366 sq. ft.



Produced: February 19, 2019



FY 2019-20 Arterial Roadway Rehabilitation Project



— Golden Ave.
163,470 sq. ft.

— N. Kraemer Blvd.
194,456 sq. ft.

— W. Bastanchury Rd.
81,824 sq. ft.

— E. Bastanchury Rd.
383,136 sq. ft.



**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
NV5, INC.**

THIS AGREEMENT is made and entered into this 23rd day of July, 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and NV5, INC., a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide accessibility design services, 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, including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; 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, among other reasons, the City is hiring Consultant to perform accessibility design services at a number of sites within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint;

E. 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, including but not limited to, preparing all design documents free from defects.

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, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. 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. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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 Three Hundred Eight Thousand and Five Hundred Dollars (\$308,500.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such 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 9, 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 of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

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

agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions 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:

NV5, Inc.
9890 Irvine Center Drive
Irvine, CA 92618
Tel: 949-585-0477
Fax: 949-585-0433
Attn: Jeffrey Cooper, P.E.

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8132
Fax: 714-961-0283
Attn: Masoud Sepahi, P.E.
City Engineer

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. Furthermore, Consultant will comply with the following:

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

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 Arrula, City Administrator

Date: _____

ATTEST:

Robert 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:

Masoud Sepahi, City Engineer

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public Works

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

A. LETTER OF TRANSMITTAL

PN: P27019-0003448.00

May 16, 2019

City of Placentia
Attn: Masoud Sepahi, PE, City Engineer
Placentia City Hall
401 E. Chapman Avenue
Placentia, CA 92870

M. SEPAHI
NV5

SUBJECT: Request for Proposals - Engineering Design Services for FY 2019-20 Residential Slurry Seal and Arterial Roadway Rehabilitation Projects

Dear Mr. Sepahi,

NV5, Inc. is excited to have the opportunity to provide Engineering Design Services to the City of Placentia (City) for its FY 2019-20 Residential Slurry Seal and Arterial Roadway Rehabilitation projects. Our team has the knowledge and experience to ensure your project is completed on schedule and within budget. NV5's strengths include the following:

Current Partnership: Our extensive experience and strong existing relationship with the City gives us the ability to continue providing engineering design services for your capital improvement projects. Specifically, our team has provided Professional Engineering Services for the City for the following projects:

- ADA Curb Ramp Reconstruction Project (Design services)
- Residential Street Rehabilitation Project (Design services)
- Santa Fe/Main Street Utility Undergrounding (Project Management services)
- Placentia Avenue Rehabilitation Project (Construction Management and Inspection services)

Proposed Team: NV5 offers the City a team of dedicated engineering design professionals with an unparalleled reputation and proven expertise. Understanding both the project requirements and scope of work requested by the City, we have selected **David Niknafs, PE, as Project Manager**. Mr. Niknafs served as the City's Project Manager for its Residential Street Rehabilitation Project and ADA Curb Ramp Reconstruction Project.

Relevant Experience: We have a proven track record of successfully providing professional engineering design services to municipalities throughout Southern California, most of which have been repeat clients. Our proposed project team has completed similar street improvement projects for various clients, including:

- Various Streets Improvements, City of Costa Mesa
- Citywide Street Improvements, City of Pomona ✓
- FY2017-18 Annual Street Rehabilitation, City of Villa Park
- Citywide Street Improvements, City of La Habra Heights
- FY2018-19 Street Improvements, City of Lawndale
- Huntington Drive Improvements, City of Monrovia

Addendum Acknowledgment: We have received Addendum No. 1 dated May 7, 2019. It has been signed and attached and is included in the Appendix.

Proposal Validity: This proposal will remain valid for a period of 120 days from the date of this submittal.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at david.niknafs@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5


Jeffrey M. Cooper, PE
Director of Infrastructure
(Authorized signer)


David Niknafs, PE
Director of Transportation

COMPANY INFORMATION/CONTACT

Name: NV5, Inc.
Address: 9890 Irvine Center Drive, Irvine, CA 92618
Authorized signer: Jeffrey M. Cooper, PE
Telephone Number: (949) 585-0477
Email of Contact: david.niknafs@nv5.com

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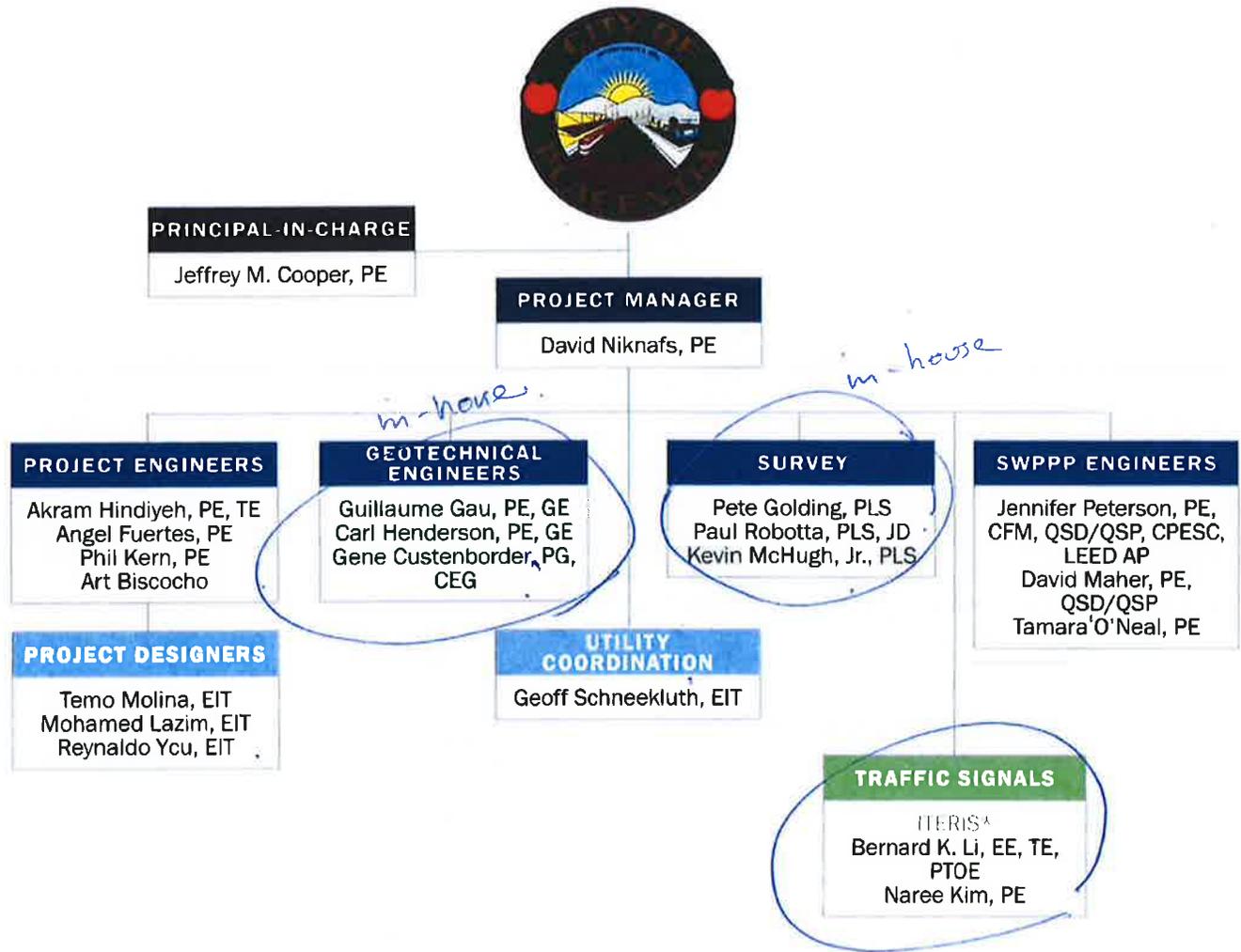
APPENDIX

Addendum 1

C. SUMMARY SHEET – ORGANIZATION CHART

ORGANIZATION CHART

Our team of experts brings direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested Engineering Design Services. Shown below are team roles and responsibilities. Departure or reassignment of, or substitution for, any member of the designated project team or subconsultant will not be made without the prior written approval of the City.



* SUBCONSULTANT

C. SUMMARY SHEET – QUALIFICATIONS TABLE

STAFF QUALIFICATIONS

Our team has the ability to deliver quality products on schedule and within budget. Below, please find a chart including names, roles, education, experience, and applicable professional licenses and credentials. Resumes for key staff members start on **page 6**.

KEY STAFF QUALIFICATIONS			
Name	Role	Years of Experience	Education, Certifications & Licenses
Jeffrey M. Cooper, PE	Principal-in-Charge	40	M.S. Environmental Engineering B.S. Civil Engineering B.A. Economics Civil Engineer (CA) No. 31572
David Niknafs, PE	Project Manager	30	M.S. Civil Engineering B.S. Civil Engineering Civil Engineer (CA) No. 42697
Akram Hindlyeh, PE, TE	Project Engineer	40	M.S. Civil Engineering B.S. Civil Engineering Civil Engineer (CA) No. 28510 Traffic Engineer (CA) No. 1452 OCTA Prequalified Pavement Inspector
Angel Fuertes, PE	Project Engineer	35	M.S. Public Administration B.S. Civil Engineering Civil Engineer (CA) No. 40694 Water Resources Planning Certificate, U.S. Army Corps of Engineers
Phil Kern, PE	Project Engineer	30	B.S. Civil Engineering Civil Engineer (CA) No. 40831 Civil Engineer (NV) No. 9144 Certificate CalEMA Safety Assessment Program Evaluator - No. 68105
Art Blascocho	Project Engineer	30	B.S. Civil Engineering
Gillaume Gau, PE, GE	Geotechnical Engineer	17	M.S. Civil Engineering (Geotechnical) M.S. Civil Engineering and Construction Management Civil Engineer (CA) No. 70015 Geotechnical Engineer (CA) No. 2986
Carl Henderson, PE, GE	Geotechnical Engineer	20	Ph.D. Civil Engineering M.S. Civil Engineering (Geotechnical) B.S. Civil Engineering Geotechnical Engineer (CA) No. 2886 Civil Engineer (CA) No. 71115
Gene Custenborder, PG, CEG	Geotechnical Engineer	38	B.S. Geology Registered Geologist, (CA) No. 3992 Certified Engineering Geologist, (CA) No. 1319
Pete Goulding, PLS	Survey	45	B.A. Mathematics Professional Land Surveyor (CA) No. 4768

C. SUMMARY SHEET - QUALIFICATIONS TABLE

KEY STAFF QUALIFICATIONS			
Name	Role	Years of Experience	Education, Certifications & Licenses
Paul Robotta, PLS, JD	Survey	32	J.D. Law B.A. English Professional Land Surveyor (CA) No. 5334 California State Bar No. 213987
Kevin McHugh, Jr., PLS	Survey	35	A.A. Mathematics Professional Land Surveyor (CA) No. 6310
Jennifer Peterson, PE, CFM, QSD/QSP, CPESC, LEED AP	SWPPP Engineer	29	B.S. Civil Engineering Civil Engineer (CA) No. 67821 Qualified SWPPP Developer Qualified SWPPP Practitioner Certified Floodplain Manager Certified Professional in Erosion & Sediment Control LEED Accredited Professional
David Maher, PE, QSD/QSP	SWPPP Engineer	14	B.S. Civil Engineering Civil Engineer (CA) No. 86136 Qualified SWPPP Developer Qualified SWPPP Practitioner
Tamara O'Neal, PE	SWPPP Engineer	23	B.S. Civil Engineering Civil Engineer (CA) No. 69107
Temo Molina, EIT	Project Designer	7	B.S. Civil Engineering Engineer-in-Training (CA) No. 140997
Mohamed Lazim, EIT	Project Designer	10	B.S. Civil Engineering A.S. Mathematics and Engineering Engineer-in-Training (CA) No. 166401
Reynaldo Ycu, EIT	Project Designer	15	B.S. Civil Engineering Civil Engineer (Manila Philippines) No. 32156 Engineer-in-Training (MD) No. 25784
Geoff Schneekluth, EIT	Utility Coordinator	5	M.B.A. Finance B.S. Civil Engineering Engineer-in-Training (CA) No. 139464 NCEE Principles and Practice of Engineering (PE) Civil: Transportation Examination OCTA Asphalt Concrete (AC) Distress, PCC Distress, Streetsaver Software, and Paver Software Training CoursesFirst

C. SUMMARY SHEET – RESUMES

CONTACT INFO

jeff.cooper@nv5.com
949.585.0477

EXPERIENCE

40 years

EDUCATION

M.S. Environmental
Engineering

B.S. Civil Engineering

B.A. Economics

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 31572

AFFILIATIONS

American Public Works
Association

American Council of
Engineering Companies

Construction Management
Association of America

American Society of Civil
Engineers, Governor
(Region 9)

WTS



JEFFREY COOPER, PE

Principal-in-Charge (Management Contact)

Mr. Cooper has more than 40 years of professional consulting engineering experience providing the management of planning, design, construction, and inspection services for transportation and municipal road projects, park projects, master plans and designs for drainage, sewers, water and overhead utility undergrounding projects, which have included inventory work and condition assessment. He has overseen Plan Check Services for numerous cities in Southern California. He has extensive experience with the interpretation of plans, specifications, and related design manuals, checklists, and regulations. He is currently Treasurer for the Public Works Standard, Inc., "The Greenbook."

Project Experience

Beach Boulevard Widening

CITY OF HUNTINGTON BEACH | HUNTINGTON BEACH, CA

Project Director. Mr. Cooper oversaw the design of widening improvements to add a northbound lane on Beach Boulevard at Edinger Avenue, which is State Highway 39 and under the jurisdiction of Caltrans. The project required design surveys, alignment studies, roadway widening plan and profiles, R/W acquisitions, storm drain system modifications, traffic signal modifications, striping and signing plans, streetlight relocations, various utility relocations, parkway landscaping, obtaining an encroachment permit from Caltrans, and the preparation of PS&E construction documents.

AB2928-Funded Street Design Projects

CITY OF GLENDALE | GLENDALE, CA

Project Director. Mr. Cooper oversaw the design survey, pavement structural section design, and the preparation of street rehabilitation, street reconstruction, curb, gutter, sidewalk, and handicap ramp reconstruction design plans, and striping plans for eight street segments totaling more than 2 miles of roadway. One of the eight segments included the preparation of a Caltrans encroachment permit.

Jamboree/Main Intersection Improvement Project, I-405 NB On-Ramps to Kelvin

CITY OF IRVINE | IRVINE, CA

Project Manager. This project was designed for the City of Irvine to improve the intersection of Jamboree Road and Main Street to mitigate the future deficient level of service (LOS) by adding a fifth northbound and a fifth southbound lane on Jamboree Road between the I-405 northbound on/off-ramps and Kelvin Avenue. The improvements were designed to meet current City, State and Federal standards. Estimated construction cost was \$4M.

On-Call Engineering Services

CITY OF SANTA ANA | SANTA ANA, CA

Project Manager. Mr. Cooper oversaw services that included grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPPs, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments.

C. SUMMARY SHEET – RESUMES

CONTACT INFO

david.niknafs@nv5.com
949.585.0477

EXPERIENCE

30 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)

No. 42697

(exp. 3/31/2020)

AFFILIATIONS

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)

Transportation &
Development Institute

DAVID NIKNAFS, PE

Project Manager

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project manager and senior engineer. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

Project Experience

Residential Street Rehabilitation Project

CITY OF PLACENTIA | PLACENTIA, CA

Project Manager. Mr. Niknafs provided professional design engineering services, including preparing plans, specifications and cost estimates for the City's various street and ADA ramps rehabilitation. The project included the rehabilitation of existing pavement. Services provided included obtaining existing as-built plans and available pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

ADA Curb Ramp Reconstruction Project

CITY OF PLACENTIA | PLACENTIA, CA

Project Manager. Mr. Niknafs provided professional design engineering services, including plans, specifications and cost estimates for the ADA Curb Ramp Reconstruction Project. The project included the improvement of 90 curb ramps within City limits that were identified by a recent Accessibility Assessment Report. Services provided included obtaining all available pertinent data; conducting a field review; topographic survey; preliminary and final bid package; and bid and construction support services.

Various Street Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs is responsible for providing engineering design services for various street improvements projects as part of the City's FY 2017-18 Capital Improvement Projects. The project includes the preparation of plans, specifications and cost estimates for various streets; and other professional engineering services including On-Call General Design and staff augmentation services. The project also requires coordination with utility companies.

FY 2018-19 Street Rehabilitation

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Project Manager. Mr. Niknafs is responsible for providing professional engineering design services for pavement improvements, which include slurry seal, grind and overlay. In addition, we will review drainage conditions and identify any existing drainage issues within the project limits, with any drainage improvement alternatives discussed and reviewed with the City.

Pacific Coast Highway Arterial Improvements

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Project Manager. Mr. Niknafs is responsible for the management of a comprehensive



C. SUMMARY SHEET – RESUMES

traffic analysis and the preparation of preliminary design recommendations to reduce congestion and increase safety on Pacific Coast Highway. Our team is preparing final plans, specifications and cost estimates for the intersection widening for a right-turn-only lane on southbound Pacific Coast Highway and Torrance Boulevard. We also will provide design and support services during bidding and construction phases.

Annual Residential Street Rehabilitation

CITY OF COMPTON | COMPTON, CA

Project Manager. Mr. Niknafs is responsible for providing professional engineering design services, including preparing plans, specifications and estimates for the City's annual residential street rehabilitation projects. Scope of work includes: review and analysis of the City's existing Pavement Management Study; research of the City's existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

Wilmington Avenue Pedestrian and Bicycle Improvements

CITY OF COMPTON | COMPTON, CA

Project Manager. Mr. Niknafs was responsible for providing design engineering services, including plans, specifications, cost estimates and related bid documents for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project. The project included pavement rehabilitation on Wilmington Avenue from El Segundo Boulevard to Rosecrans Avenue. Scope of work consisted of various pedestrian and bicycle improvements; the installation of wider and colored crosswalks; countdown pedestrian signals; enhanced pedestrian lighting; the installation of Class II bike lanes with wayfinding signage and Class I bike paths; and the installation of four solar-powered speed feedback signs for speed control and attainment.

FY 2017-18 Annual Street Rehabilitation

CITY OF VILLA PARK | VILLA PARK, CA

Project Manager. Mr. Niknafs is responsible for providing plans, specifications and estimates for the annual rehabilitation project. The improvements may include the removal and replacement of deteriorated sections of the streets by repaving or slurry seal; construction of curb and gutter or AC berm at certain locations of these streets; and the replacement of curb and gutters as needed to provide adequate drainage.

Colonial Avenue Alley Paving

CITY OF CULVER CITY | CULVER CITY, CA

Project Manager. Mr. Niknafs is responsible for providing professional design services for the Colonial Avenue Alleyway. As part of the Community Development Block Grant (CDBG) program, the Colonial Avenue Alleyway Paving project includes the paving of approximately 800 LF by 20 feet wide of the alleyway. The scope of work also involves field review, topographic survey, design plans, bid schedule and technical specifications, quantity and cost estimates.

Citywide Street Rehabilitation (2013-2015)

CITY OF POMONA | POMONA, CA

Project Manager. Mr. Niknafs was responsible for providing plans, specifications and estimates for the design of pavement rehabilitation, street improvements, bikeway improvements, pedestrian/ADA improvements, and landscape/Green Street and irrigation improvements on several City streets identified in the 2014 Pomona Active Transportation Plan (ATP) to increase pedestrian safety and mobility. Bikeway infrastructure improvements included the associated bike facility striping, signing, crossing improvements and signal modifications for bike detection. In addition, the project involves the landscaping and irrigation improvements associated with the City Corridor Specific Plan (CSP). Portions of this project were funded by Cycle 1 of the Active Transportation Program (ATP).

Various Street Improvements

CITY OF LYNWOOD | LYNWOOD, CA

Project Manager. Mr. Niknafs provided engineering services for various street improvement, curb and gutter, sidewalk, and wheelchair ramp improvement projects throughout the City of Lynwood. In addition, the design included water main improvements on several streets. His responsibilities included managing two design teams and overseeing preparations of plans, specifications and cost estimates.

C. SUMMARY SHEET – RESUMES

CONTACT INFO

akram.hindiyeh@nv5.com
949.585.0477

EXPERIENCE

40 years

EDUCATION

M.S. Civil Engineering

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 28510

Traffic Engineer (CA)
No. 1452

OCTA Prequalified
Pavement Inspector

AKRAM HINDIYEH, PE, TE

Project Engineer

Mr. Hindiyeh has more than 40 years of civil engineering experience in the public and private sectors. His responsibilities include serving as the City Engineer for the City of Villa Park, City Engineer for the City of La Habra Heights, and City Engineer/Traffic Engineer for the City of Laguna Woods. In addition, he is also responsible for administering the design and construction of several major public works, traffic and transportation projects for the City of San Clemente. Mr. Hindiyeh's experience includes developing and implementing Pavement Management System Programs, Sidewalk Inventory Programs, Street Improvement Programs, Major Street Maintenance Programs, and Traffic Signals Operation and Maintenance Programs.

Project Experience

Pavement Management Plan (PMP) Update

[CITY OF GARDENA](#) | [GARDENA, CA](#)

Project Engineer. Mr. Hindiyeh assisted in updating the City's Pavement Management Plan (PMP) for 2017. Project tasks included reviewing all maintenance and rehabilitation activities conducted by the City since the last PMP update; collecting and recording pavement distress data per ASTM D6433-11 and Metro guidelines; preparing maps of the streets to be inspected; data entry; database verification/organization; and budgetary analysis.

El Toro/Aliso Creek Widening Phase II (LAPM compliance)

[CITY OF LAGUNA WOODS](#) | [LAGUNA WOODS, CA](#)

City Engineer. Mr. Hindiyeh was responsible for administering and managing the project and obtaining Caltrans E76 authorization to bid. This federally funded project was Phase II of a two-phase capital improvement project to widen El Toro Road, accommodate a paved 6-foot-wide Class II bike trail and a sidewalk that varied in width from 6 feet to 9 feet. The work also consisted of the construction of sidewalk, retaining wall and associated drainage structures, and the relocation of the existing Class II bike lane.

El Toro Road Pavement Rehabilitation (SLPP funded)

[CITY OF LAGUNA WOODS](#) | [LAGUNA WOODS, CA](#)

City Engineer. Mr. Hindiyeh was responsible for administering and managing this pavement rehabilitation project. The project reconstructed pavement on El Toro Road from Calle Sonora to 900 feet west of Moulton Parkway. Additional work included widening the sidewalk to allow for a multi-trail system and capping with rubberized asphalt. The project upgraded several access ramps in the surrounding area to meet ADA standards. This project was funded by an SLPP grant administered by Caltrans.

Annual Citywide Street Rehabilitation

[CITY OF VILLA PARK](#) | [VILLA PARK, CA](#)

City Engineer. Mr. Hindiyeh provides administration and management for the City's annual street rehabilitation program. He is responsible for obtaining grants, plan design management, acting as owner/agent to conduct bids for projects, and administration of construction improvements. Our team provided data collection and field assessment for the rehabilitation of several streets and was responsible for completing the plans, specifications and cost estimates associated with the recommended street improvements and for inspection oversight during construction.



C. SUMMARY SHEET – RESUMES

CONTACT INFO

angel.fuertes@nv5.com
949.585.0477

EXPERIENCE

35 years

EDUCATION

M.S. Public Administration

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)
No. 40694

Water Resources Planning
Certificate, U.S. Army
Corps of Engineers

ANGEL FUERTES, PE

Project Engineer

Mr. Fuertes has more than 35 years of civil engineering experience in both the public and private sectors. His professional experience includes serving as the Principal Civil Engineer/Engineering Manager/Assistant City Engineer for the City of Lake Forest, serving as the Assistant City Engineer for the City of Aliso Viejo, and as Senior Civil Engineer and Civil Engineer for the Public Works and Harbor Departments in the City of Long Beach. He has experience in managing large capital improvement projects including retaining and managing consultants and contractors using municipal guidelines.

Project Experience

Alton Parkway Extension Project

CITY OF LAKE FOREST | LAKE FOREST, CA

Project Manager. The \$6M, six-lane, 1-mile extension project included mass grading, utilities, street improvements and a landscaped median. Responsibilities included procuring and managing contract services for design, construction management and inspection; negotiating construction contracts and administering cost sharing agreements with developer (Shea Homes and Baker Ranch), County of Orange, and utility purveyors (Irvine Ranch Water District and Southern California Edison). This project earned an award from ASCE in 2013.

Bristol Street Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Resident Engineer/Construction Manager. Mr. Fuertes is providing oversight and day-to-day support for five combined street improvement projects along Bristol Street in Costa Mesa. Project "A" is a federally funded project to construct raised medians along Bristol Street from Baker Street to Newport Boulevard. Project "B" is also federally funded and will rehabilitate sections of Bristol Street and Bear Street. Project "C" is the Santa Ana Delhi Channel Diversion, which will repair sewer mains and manholes near Bristol Street. Project "D" adds a new intersection and traffic signal at Bristol Street and Camp, as well as modifications to the signal at Bristol Street and Newport Boulevard. Project "E" provides storm drain improvements along Randolph Avenue. These projects required precise scheduling, detailed cost control, as well as labor compliance and oversight for the federally funded portions.

Rancho Parkway Roadway Project

CITY OF LAKE FOREST | LAKE FOREST, CA

Project Manager. The \$4M, four-lane roadway project consisted of grading, curb, gutter, sidewalks, median landscaping and utilities. Mr. Fuertes' responsibilities included negotiating and administering a cost sharing agreement with Irvine Ranch Water District, and procuring and managing design consultants, construction management and construction contractors.

Street Improvements and Landscape Medians

CITIES OF LAKE FOREST AND ALISO VIEJO | LAKE FOREST AND ALISO VIEJO, CA

Project Manager. Mr. Fuertes was the Project Manager for three roadway landscape median projects (Trabuco Road in City of Lake Forest, Aliso Creek Road in City of Aliso Viejo, and Pacific Park Parkway in City of Aliso Viejo). The projects included pavement resurfacing, curb and gutter rehabilitation, and constructing landscape medians.



C. SUMMARY SHEET – RESUMES

CONTACT INFO

phil.kern@nv5.com
949.585.0477

EXPERIENCE

30 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 40831

Civil Engineer (NV)
No. 9144

Certificate CalEMA Safety
Assessment Program
Evaluator - No. 68105

PHIL KERN, PE

Project Engineer

Mr. Kern has more than 30 years of experience designing and processing public works projects. He has performed in the capacity of Project Manager on a wide variety of civil engineering projects involving transportation facilities, utility repairs and upgrades, and site work. He has been directly responsible for the preparation of grading plans, infrastructure improvement plans, specifications, traffic control/phasing plans, and construction administration for numerous complex civil engineering projects. In addition to having special technical emphasis in the areas of hydrology, hydraulics, site and transportation design, Mr. Kern's capabilities are enhanced by his eye for detail and skills in organization, project planning and written communication.

Project Experience

East Valley Parkway Widening

[CITY OF ESCONDIDO](#) | [ESCONDIDO, CA](#)

Project Manager. Mr. Kern is the Project Manager for design of the one-half-mile widening of East Valley Parkway and Valley Center Road to prime arterial standards between Beven Drive and the northerly city limits where it joined improvements previously constructed by the County. This \$6M project will eliminate a traffic bottleneck and features a bridge widening, traffic signal modifications, streetscape design and preparation of right-of-way documents and environmental services. The designers took special care during the geometric approval phase of the project to ensure that the improvements were no more than needed to accommodate future traffic projections, saving the City capital funds that could be applied to other needs.

Melrose Drive Extension

[CITY OF OCEANSIDE](#) | [OCEANSIDE, CA](#)

QA/QC Officer. Mr. Kern is the QA/QC Officer for the design of the missing link of Melrose Drive between Spur Avenue, located about one-half mile south of State Route 76, and North Santa Fe Avenue, 300 feet north of Willowbrook Drive. This 3,000-foot roadway extension includes the design of a proposed bridge crossing over Guajome Lake Road and some wetland habitat. Additionally, Melrose Drive will be widened for 1,900 feet between North Santa Fe Avenue and Sagewood Drive.

College Boulevard Widening

[CITY OF OCEANSIDE](#) | [OCEANSIDE, CA](#)

Project Manager. Mr. Kern was the Project Manager for the preliminary design of widening of College Boulevard from four to six lanes between Olive Avenue and Camino de la Plata in the City of Oceanside. Efforts included geometric design, detailed field surveying of constraints, siting water quality BMPs and environmental coordination.

San Diego County Women's Detention Facility

[COUNTY OF SAN DIEGO, CA](#)

Project Manager. Mr. Kern is the Project Manager for preliminary and final civil engineering of a design-build project to replace the existing women's detention facility with a state-of-the-art, \$221M, 478,000-square-foot facility on a 45-acre site. Design challenges include maintaining operations at the existing Las Colinas facility during construction of Phase 1, stormwater compliance at the riverside site and obtaining approvals by the local municipality and utilities.

N | V | 5

C. SUMMARY SHEET – RESUMES

CONTACT INFO

art.biscocho@nv5.com
949.585.0477

EXPERIENCE

30 years

EDUCATION

B.S. Civil Engineering

ART BISCOCHO

Project Engineer

Mr. Biscocho has more than 30 years of experience as a Project Designer. He has a demonstrated ability to manage multiple projects from planning to construction close-out. He has a wealth of knowledge of the overall operational experience working with municipal agencies, and his qualifications include the ability to review and prepare construction plans, specifications and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

Citywide Street Rehabilitation

[CITY OF POMONA | POMONA, CA](#)

Project Designer. Mr. Biscocho prepared plans, specifications and estimates for the design of pavement rehabilitation, street improvements, bikeway improvements, pedestrian/ADA improvements, and landscape/Green Street and irrigation improvements on several City streets identified in the 2014 Pomona Active Transportation Plan (ATP) to increase pedestrian safety and mobility. Bikeway infrastructure improvements included bike facility striping, signing and crossing improvements and signal modifications for bike detection. The project involved landscaping and irrigation improvements associated with the City Corridor Specific Plan (CSP). Portions of this project were funded by Cycle 1 of the ATP.

Residential Street Rehabilitation Project

[CITY OF PLACENTIA | PLACENTIA, CA](#)

Project Designer. Mr. Biscocho prepared plans, specifications and a cost estimate for the City's various street and ADA ramps rehabilitation. The project included the rehabilitation of existing pavement. Services provided included obtaining existing as-built plans and pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

FY 2018-19 Street Improvements

[CITY OF LAWNSDALE | LAWNSDALE, CA](#)

Project Designer. Mr. Biscocho is responsible for preparing the plans, specifications and estimate for the rehabilitation of the alleyways that run parallel to Hawthorne Boulevard and Grevillea Avenue. Improvements include improving alley drainage; grading; removal and replacement of pavement sections; alley concrete gutter; constructing and repairing curb and sidewalk; and removal of trees and landscaping. Services included schedule and cost estimate and submittal review.

Annual Residential Street Rehabilitation

[CITY OF COMPTON | COMPTON, CA](#)

Project Designer. Mr. Biscocho is responsible for preparing plans, specifications and estimates for the City's annual residential street rehabilitation projects. Scope of work includes: review and analysis of the City's existing Pavement Management Study; research of the City's existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.



C. SUMMARY SHEET – RESUMES

CONTACT INFO

guillaume.gau@nv5.com
949.585.0477

EXPERIENCE

17 years

EDUCATION

M.S. Civil Engineering
(Geotechnical)

M.S. Civil Engineering and
Construction Management

LICENSES

Civil Engineer (CA)
No. 70015

Geotechnical Engineer (CA)
No. 2986

GUILLAUME GAU, PE, GE

Geotechnical Engineer

Mr. Gau's experience includes roadways, electric and gas lines, water pipelines, residential, commercial, schools, transportation, rail, landslide remediation and forensics projects. He also provides field engineering services and laboratory supervision for the testing and inspection for concrete, structural steel, masonry, soils, asphalt, and civil construction.

Project Experience

Melrose Drive Extension and Improvements

CITY OF OCEANSIDE | OCEANSIDE, CA

Geotechnical Engineer. Mr. Gau is the Geotechnical Engineer for the design and construction of the extension, including grading recommendations, pavement, culvert, pipeline and shoring design.

State Route 178 Widening Project

CALTRANS | STATE OF CALIFORNIA

Geotechnical Engineer. Mr. Gau was the Geotechnical Engineer for field and laboratory materials tester, plant inspector and source inspection services for the widening of SR-178. The project included grading observation, field density testing, asphalt testing and plant inspection and source inspection of 112,000 CY roadway excavation and fill placement, 62,000 CY of aggregate base and subbase and 83,000 ton HMA.

Black Canyon Road

SAN DIEGO COUNTY, CA

Senior Engineer/Project Manager. Mr. Gau was the Senior Engineer and Project Manager responsible for the geotechnical investigation and design of a section of roadway between the San Vicente Reservoir and adjacent Indian Reservation. Key geotechnical issues included slope stability, rock rippability, retaining wall and pavement design consisting of asphalt concrete over soil-cement base.

On-Call Materials Testing and Inspection Services

CITY OF VISALIA | VISALIA, CA

Geotechnical Engineer. Mr. Gau is the Geotechnical Engineer for annual on-call construction materials testing services for various infrastructure improvement projects comprising geotechnical and material testing, overlay and resurfacing (Cape Seal & Reclamite) projects, utilities projects, Independent Assurance services for federally funded projects, pavement evaluation services and concrete structures. Materials testing services covered soils, concrete, HMA, Cape Seals, Reclamite, and miscellaneous testing services.

C1090 Installation along Highway 79

SAN DIEGO GAS & ELECTRIC

Geotechnical Engineer. Mr. Gau was the Geotechnical Engineer for the installation of 7 miles of underground 39kv line to bring power to the new Jamul casino. Work included excavation monitoring and placement of structural backfill, aggregate base and subbase and HMA along Highway 79.

N | V | 5

C. SUMMARY SHEET – RESUMES

CONTACT INFO

carl.henderson@nv5.com
949.585.0477

EXPERIENCE

20 years

EDUCATION

Ph.D. Civil Engineering

M.S. Civil Engineering
(Geotechnical)

B.S. Civil Engineering

LICENSES/CERTIFICATES

Geotechnical Engineer (CA)
No. 2886

Civil Engineer (CA)
No. 71115

AFFILIATIONS

Society of American
Military Engineers (SAME)

American Society for Civil
Engineers (ASCE)

N | V | 5

CARL HENDERSON, PHD, PE, GE

Geotechnical Engineer

Dr. Henderson has more than 20 years of experience performing geotechnical evaluations for a wide variety of projects including buildings, bridges, highways, roadways, embankments, levees, land development, and commercial and industrial facilities. He has extensive experience with embankment construction and stability evaluations for many large roadway construction projects in California. Over the past 12 years, he has served as the Senior Geotechnical Project Manager and Geotechnical Project Manager for some of the largest highway and bridge projects within San Joaquin County.

Project Experience

Sperry Road Extension

CITY OF STOCKTON | STOCKTON, CA

Geotechnical Project Manager. The project extends Sperry Road from Performance Drive to I-5. In addition, the interchange at I-5 and French Camp Road was modified. The project consisted of extending and realignment of Sperry Road; extending Performance Drive; realignment of French Camp Road to connect with the new Sperry Road; and modifications to interchange at I-5 and French Camp Road. Major structural elements included raising the grade along the new Sperry Road alignment up to 43 feet above ground; five (5) new bridge/overcrossings; relocation of existing Sperry Road and extension of Performance Drive; and mechanically stabilized earth retaining structures along portions of Sperry Road.

McHenry Avenue Corridor Improvement Project

SAN JOAQUIN AND STANISLAUS COUNTIES

Senior Geotechnical Project Manager. The project includes replacing the existing McHenry Avenue Bridge (No. 38C-032) over the Stanislaus River to accommodate the planned widening of McHenry Avenue from a two-lane to a five-lane roadway.

S.R. 4 Crosstown Freeway Extension

CITY OF STOCKTON | STOCKTON, CA

Senior Geotechnical Project Manager. State Route 4 (SR-4) was extended southwesterly from its current terminus at Fresno Avenue to Navy Drive in the City of Stockton. Improvements include widening Navy Drive south of the Burlington Northern Santa Fe (BNSF) Underpass to Fresno Avenue, striping improvements on West Charter Way (SR-4), and installation of traffic signals. Major construction elements include a 21-span (1/2-mile long), elevated structure (twin viaducts) supported by embankments at both ends and concrete columns varying in height from approximately 30 feet to 55 feet.

Interstate 5/French Camp Road Interchange Improvements, State Bridge No. 29-220R/L

SAN JOAQUIN COUNTY, CA

Geotechnical Project Manager. The project included widening of the French Camp Turnpike Undercrossing Bridges located where I-5 crosses over French Camp Road. The widening involved joining new cast-in-place P/S concrete box girder sections to the existing two-span, concrete box girder. The widening is supported on widened concrete abutment walls and new pier bents.

C. SUMMARY SHEET – RESUMES

CONTACT INFO

gene.custenborder@
nv5.com
949.585.0477

EXPERIENCE

38 years

EDUCATION

B.S. Geology

LICENSES

Registered Geologist (CA)
No. 3992

Certified Engineering
Geologist (CA) No. 1319

N | V | 5

GENE CUSTENBORDER, PG, CEG

Geotechnical Engineer

Mr. Custenborder's experience includes a wide variety of work throughout Southern California. This experience includes geotechnical feasibility studies and geotechnical investigations for commercial, residential and public works projects in many types of terrain. He has performed geotechnical studies for roadways, electrical transmission lines, pipelines, water tanks and two rockfill dams.

Project Experience

Interstate 805/Carrol Canyon Road Extension

STATE DEPARTMENT OF TRANSPORTATION

Project Manager/Principal Investigator. Mr. Custenborder served as Project Manager and Principal Investigator for the geotechnical studies that included 67 borings and 20 cone penetration tests (CPT), laboratory testing, and preparation of foundation reports for the various structures. The site conditions included compressible, potentially liquefiable alluvial soils, shallow groundwater and retaining walls proposed on relatively steep slopes.

Melrose Drive Extension

CITY OF OCEANSIDE | OCEANSIDE, CA

Project Manager/Principal Investigator. Mr. Custenborder was the Project Manager, Principal Investigator and Principal Report Preparer for the geotechnical studies for the as-yet-to-be-constructed Melrose Drive Extension Project. The project will include construction of an approximately 3,000-foot-long segment of new roadway to connect Melrose Drive from its intersection with North Santa Fe Avenue northward to its intersection with Spur Avenue in Oceanside. The project includes cut and fill grading of approximately 50,000 cubic yards to construct the roadway. The project includes widening the existing Melrose Drive south of North Santa Fe Avenue and will require raising the intersection between Melrose and North Santa Fe Avenue by approximately 5 feet with transition work to be done along North Santa Fe Avenue as well as Melrose Drive. Precast arch culverts are proposed to be installed below Melrose Drive and below North Santa Fe Avenue at the intersection. A new bridge is proposed over the creek just south of Guajome Lake Road.

Lemon Grove Realignment Project

CITY OF LEMON GROVE | LEMON GROVE, CA

Project Manager/Principal Investigator. Mr. Custenborder was the project manager, principal investigator and principal report preparer for the geotechnical studies for the Lemon Grove Avenue Realignment Project, which included street improvements for the existing Lemon Grove Avenue off-ramp from the SR-94 Highway, North Avenue from Lemon Grove Avenue to 150-feet west of Olive Street, Olive Street from North Avenue to Pacific Avenue, and Pacific Avenue from Olive Street to Main Street. The project includes construction of 2:1 fill slope to support the connector ramp between the SR-94 and Lemon Grove overpass and North Avenue (for realignment of the existing Lemon Grove Avenue). North Avenue and Olive Avenue will be widened as part of the improvements. The improvements will include installation of subsurface utilities (i.e. water, sewer, storm drain) on North Avenue, Olive Street and Lemon Grove Avenue, and a sewer line on Pacific Avenue. The bore and jack method was proposed as the means to construct the utilities beneath the railroad tracks crossing North Avenue.

C. SUMMARY SHEET – RESUMES

CONTACT INFO

pete.golding@nv5.com
949.585.0477

EXPERIENCE

45 years

EDUCATION

B.A. Mathematics

LICENSES

Professional Land
Surveyor (CA) No. 4768

AFFILIATIONS

Member, California Land
Surveyors Association
(CLSA)

Member, International
Right-of-Way Association

PETE GOLDING, PLS

Survey

Mr. Golding brings 45 years of experience that includes a wide variety of projects in both land development and public works projects. He has completed surveying projects in California, Nevada and Wisconsin, and his expertise includes hundreds of boundary retracements, many involving the Public Land Survey System, GPS surveying, map and ALTA production, and construction surveying. He has extensive office and field experience supporting his clients. He has prepared hundreds of plats and legal descriptions. He has prepared and been in responsible charge of many Parcel Maps, Final Maps and Records of Survey. He also has performed many topographic surveys by photogrammetric methods as well as by field collection methods.

Project Experience

Citrus Avenue Street Improvements

[CITY OF IMPERIAL BEACH](#) | [IMPERIAL BEACH, CA](#)

Survey Manager. Mr. Golding provided a detailed topographic survey of two blocks of City streets. A photogrammetric survey was performed then augmented with field shots using GPS, a conventional total station, and a survey level. Driveways and other private improvements were critical components of this survey. Boundary surveying was performed to accurately determine right-of-way limits of the street.

Mackinnon Avenue Improvements

[CITY OF ENCINITAS](#) | [ENCINITAS, CA](#)

Survey Manager. Mr. Golding provided a detailed topographic survey of streets in the vicinity of a vehicular bridge over I-5. The survey was a combination of data derived using GPS equipment as well as a conventional total station. Boundary surveying was performed in order to accurately determine the right-of-way limits of the street. Survey boundary monuments were destroyed (obliterated, not lost) during the construction of the project and were subsequently replaced. Also responsible for the construction staking of the new improvements.

Montgomery Avenue Street Improvements

[CITY OF ENCINITAS](#) | [ENCINITAS, CA](#)

Survey Manager. Mr. Golding provided a detailed topographic survey of portions of three city streets in support of an engineering project to provide plans for street improvements. Survey was done conventionally (on the ground) and included locating existing improvements and street rights-of-way. Construction staking also was provided. A survey monument was destroyed (obliterated) and replaced, after which a Corner Record was prepared and submitted to the County Surveyor.

B Street Improvements

[CITY OF ENCINITAS](#) | [ENCINITAS, CA](#)

Survey Manager. Mr. Golding's responsibilities included providing a detailed survey of B Street, which is planned for construction of new improvements to facilitate access to Moonlight State Beach. Photogrammetry was performed using an Unmanned Aerial Vehicle (UAV) or drone. The stereo photography taken by the UAV was used to create planimetric mapping as well as a 3D surface for the generation of contours. This data was then checked and augmented by conventional ground survey. Street rights-of-way were also surveyed to determine that the improvements to be constructed would fall within the dedicated portions of the street.

N | V | 5

C. SUMMARY SHEET – RESUMES

CONTACT INFO

paul.robotta@nv5.com
949.585.0477

EXPERIENCE

32 years

EDUCATION

J.D. Law

B.A. English

LICENSES/CERTIFICATES

Professional Land
Surveyor (CA) No. 5334

California State Bar
No. 213987

AFFILIATIONS

California Land Surveyors
Association (CLSA) –
San Diego County Chapter

San Diego County Bar
Association (SDCBA)

California Bar Association
(CBA)

N | V | 5

PAUL ROBOTTA, PLS

Survey

Mr. Robotta has 32 years of experience in providing professional surveying services to both private and public sector clients. His expertise is in project management and delivery of projects for large energy providers, educational institutions and airports. He has a high level of expertise in providing and performing survey mapping, boundary research and resolution, ALTA preparation, topographic mapping and geodetic control, forensic surveying and exhibit preparation, and title issues including the Subdivision Map Act and construction support for public and private projects.

Project Experience

Community Road Improvements

CITY OF POWAY | POWAY, CA

Survey Manager. Mr. Robotta provided surveying services for the road improvement project.

Ground Profiles and Staking

RIVERSIDE AND IMPERIAL COUNTIES, CA

Ground Profiles and Staking. Mr. Robotta provided a ground profile of a proposed 90-mile electric transmission route over a predetermined alignment. In addition to the profile, NV5 had to locate all physical features within 300 feet of alignment. Once the tower positions were determined, NV5 staked the position of the towers and provided spot elevations around the towers for the design of the tower legs. This survey was performed in remote desert topography as well as mountainous terrain that had limited access for the 230KV transmission project. The corridor had ties to existing PLSS monuments and private survey monuments for reference and retracement.

SDCWA Right-of-Way

NORTHERN SAN DIEGO COUNTY, CA

GPS Control Network. Mr. Robotta established a GPS control network of more than 17 miles of San Diego County Water Authority (Authority) right-of-way. He provided a static GPS survey utilizing the City of San Marcos GIS/GPS control network for the basis of coordinates. NV5 tied to six of their control monuments and set an additional 25 control points. These control monuments will be used to make property tie from, which NV5 will establish and monument the Authority right-of-way for the San Diego County Water Authority.

Bridge Alignment Surveys

CITY OF JAMUL | JAMUL, CA

Control Staking. Mr. Robotta provided control stakes for grading, utilities, roads and the alignment of Steel Canyon Bridge in the City of Jamul for the construction of a 200-lot subdivision.

Auto Mall Construction

CITY OF EL CAJON | EL CAJON, CA

Construction Staking Control. Mr. Robotta provided construction control for the second phase of the Carlsbad Car County project, including the extension of Cannon Road to this development. Mr. Robotta also provided construction staking control for El Cajon Plaza Shopping Center.

C. SUMMARY SHEET – RESUMES

CONTACT INFO

kevin.mchugh@nv5.com
949.585.0477

EXPERIENCE

35 years

EDUCATION

A.A. Mathematics

LICENSES

Professional Land
Surveyor (CA) No. 6310

KEVIN McHUGH, Jr., PLS

Survey

Mr. McHugh is a licensed land surveyor with more than 35 years of experience. Kevin manages NV5's surveying operations in our Southern California Region. As survey manager, he supervises all surveying and mapping operations. This role includes oversight of field surveys, construction staking, field crew supervision, field and aerial topographic surveys, the preparation and quality control of final maps, record of surveys, legal descriptions, right-of-way maps, appraisal maps, boundary surveys and analysis, ALTA surveys, lot line adjustments, constraint maps, condominium plans, and corner records.

Project Experience

Newhope Street Expansion

CALTRANS | FOUNTAIN VALLEY, CA

Surveyor-in-Charge. Mr. McHugh served as Surveyor-in-Charge and was responsible for completing the boundary survey and analysis to determine the existing street right-of-way, Caltrans right-of-way, and private ownership boundaries, as well as the preparation and oversight of all legal descriptions and exhibits required for the City of Fountain Valley to acquire the additional necessary right-of-way for the project.

I-5/I-405 and Bake Parkway Interchange

CITY OF MISSION VIEJO | LAKE FOREST, CA

Land Surveyor-in-Charge. As Land Surveyor-in-Charge for this project, Mr. McHugh's duties covered densification of horizontal and vertical control, design surveys, aerial mapping, right-of-way base mapping and survey control maps for 3 miles of design cross sections. His work on the project included preparation of legal description and plats for right-of-way takes, and preparation of appraisal maps and right-of-way maps.

Gerald Ford Drive Extension

PALM DESERT, CA

Land Surveyor-in-Charge. Mr. McHugh was Land Surveyor-in-Charge for the Gerald Ford Drive from Portola Avenue to Cook Street project. His responsibilities included boundary surveying, mapping and legal descriptions for the extension.

MacArthur Boulevard Widening

NEWPORT BEACH, CA

Vice President/Land Surveyor-in-Charge. Mr. McHugh served as Vice President and Land Surveyor-in-Charge of surveying and mapping for this project for the City of Newport Beach. The project consisted of research and analysis of existing right-of-ways, boundary surveys, right-of-way mapping and coordination of parcel relinquishment with Caltrans District 12, for 7 miles of highway widening.

Laguna Canyon Road

LAGUNA BEACH, CA

Land Surveyor-in-Charge. Mr. McHugh was Land Surveyor-in-Charge for the project that consisted of research and compilation of record data, title report and deed interpretation, boundary surveys, analysis, preparation of legal descriptions, plats, appraisal maps and right-of-way maps for acquisition of new freeway right-of-way connecting to the I-405 freeway.

The logo for NV5, consisting of the letters 'N', 'V', and '5' in a large, bold, blue font, separated by vertical lines.

C. SUMMARY SHEET – RESUMES

CONTACT INFO

jennifer.peterson@
nv5.com
949.585.0477

EXPERIENCE

29 years

EDUCATION

B.S. Civil Engineering

LICENSES

Civil Engineer (CA)
No. 67821

Qualified SWPPP
Developer

Qualified SWPPP
Practitioner

Certified Floodplain
Manager

Certified Professional
in Erosion & Sediment
Control

LEED Accredited
Professional



JENNIFER PETERSON, PE, CFM, QSD/QSP, CPESC, LEED AP SWPPP Engineer

Ms. Peterson has 29 years of experience working in the water resources field and assisting clients with stormwater and water quality-related permits. She oversees all of NV5's stormwater inspectors in Southern California and provides assistance to other offices and project managers in preparing technical documents and addressing challenging issues related to the State's General Construction Permit, and Phase I and II Municipal (MS4) Permits. She has experience preparing SWPPPs and Water Pollution Control Plans, designing construction and post-construction BMPs to meet water quality and hydromodification requirements, setting up sampling programs, responding to RWQCB notice of non-compliance and violations, and providing training for contractors, developers and public agencies on various stormwater topics.

Project Experience

As-Needed Stormwater Services

UNIVERSITY OF CALIFORNIA SAN DIEGO | SAN DIEGO, CA

Project Manager. Ms. Peterson is the Project Manager for an As-Needed Stormwater Contract in which NV5 is providing Owner's Representative services to support UCSD's stormwater program, mainly related to the Construction General Permit (CGP) and the Phase II NPDES Permit. NV5 services for CGP include: conducting BMP audits for active construction sites, coordination of REAPS and all rain event inspections with contractors, review of SWPPP documents prepared by contractors, support of UCSD staff in filing Annual Reports needed for upload to SMARTS, providing contractor and owner training as needed on permit requirements, and representation of Owner (UCSD) in the event of any stormwater discharges or violations. Services for Phase II permit include helping UCSD revise design guidance for consultants, preparing worksheets for water quality calculations and documentation of project compliance, training management staff, and review of projects for water quality compliance.

Grossmont College SWPPP Services

EL CAJON, CA

Project Manager. Ms. Peterson is responsible for overseeing stormwater compliance on the New Student Services and Administrations Buildings project at the Grossmont College campus. NV5 is providing QSD and QSP services for this project, including preparation of a Risk Level 2 SWPPP, performing monthly site inspections and pH and turbidity sampling, updating the SWPPP, preparing Annual Reports, and managing all required reporting to SMARTS. In addition, NV5 has provided training to contractors on-site and also to District staff on the new General Construction Permit requirements.

SDG&E Contract for Stormwater Permitting and SWPPP Services

SAN DIEGO GAS & ELECTRIC

Project Manager. Ms. Peterson is responsible for overseeing this stormwater permitting contract. NV5 has been responsible for providing QSD and QSP services associated with the State's Construction General Permit, including preparing traditional and linear SWPPPs for new projects as QSDs, performing BMP inspections and sampling as QSPs, updating and maintaining on-site SWPPPs, providing SWPPP training to contractors, updating SMARTS, providing weekly budget reporting/updates and project status reports, coordinating with SDG&E and SDG&E contractors in providing guidance to address BMP deficiencies and SWPPP compliance, and preparing project closeout documents.

C. SUMMARY SHEET – RESUMES

CONTACT INFO

david.maher@nv5.com
949.585.0477

EXPERIENCE

14 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 86136

Qualified SWPPP
Developer

Qualified SWPPP
Practitioner

DAVID MAHER, PE, QSD/QSP

SWPPP Engineer

Mr. Maher has more than 14 years of experience with various capital improvement and utility projects. His qualifications include designing water and wastewater projects including mechanical, structural, civil elements utilizing CAD software, and project coordination. He has both design and construction management experience with projects such as sewage treatment plants that included several types of buildings like above-ground and underground concrete tanks, pre-cast concrete manholes, retaining walls, administration buildings, and tankers discharge facilities. He has extensive real-world knowledge in the fields of construction superintendent experience, project cost control, subcontracts management, scheduling and cost estimation, plan checking, and permit coordination.

Project Experience

Pacific Coast Highway Arterial Improvements

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Project Engineer. Mr. Maher is providing ADA-compliance design services and construction support services to reduce congestion and increase safety on Pacific Coast Highway. Project limits are between Anita Street to the north and Palos Verdes Boulevard to the south. Our team is preparing final plans, specifications and cost estimates for the intersection widening for a right-turn-only lane on southbound Pacific Coast Highway and Torrance Boulevard. The project requires close coordination with Caltrans District 7. The NV5 project team is providing all coordination with Caltrans representatives throughout the design process, including conducting project meetings, all submittals, securing design approvals, and obtaining Caltrans encroachment permits.

North La Brea Avenue "Green Street" Improvements

CITY OF INGLEWOOD | INGLEWOOD, CA

Project Engineer. Mr. Maher is providing construction support services for this "Green Street" improvement project. The project mitigated existing distressed asphalt paving to the maximum extent possible and address stormwater runoff issues. Other improvements included: repair of damaged sidewalks, curbs and gutters, cross gutters, alley gutters and driveway approaches; relocation of water meter and other utility boxes; landscape and root pruning; installation of pavement markers and striping to current standards; and reconstruction of bus stop pads and media/channelization islands.

Grandview Pump Station No. 4

CITY OF GLENDALE DEPARTMENT OF WATER & POWER | GLENDALE, CA

Project Engineer. Mr. Maher is assisting in providing engineering services for design and construction support of the Grandview Pump Station No. 4 pumping unit replacement and corresponding Electrical and Mechanical System Improvements. Pumps No. 2 and 3 will stay in service and operate without interruption during the construction phase of Pump No. 4. The Grandview Pump Station is more than 70 years old and accounts for 25 percent of the City's water supply. It has been experiencing failures and was tagged out of service. Scope of services includes: pump and motor design; 2400VAC electrical and equipment design; controls, instrumentation, and SCADA design; piping and valve design; civil, structural and miscellaneous design; site visits; coordination with the City; and construction support services. Deliverables will include: hydraulic analysis; design drawings; technical specifications; construction cost and duration estimate; final design submittal; and as-built drawings.



C. SUMMARY SHEET – RESUMES

CONTACT INFO

tamara.oneal@nv5.com
949.585.0477

EXPERIENCE

23 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 69107

TAMARA O'NEAL, PE

SWPPP Engineer

Ms. O'Neal has more than 23 years of experience in municipal and private engineering services, including capital improvement and development review project management, sewer rehabilitation design and planning, stormwater quality regulatory, reporting and review services, asset management, floodplain development services, and environmental restoration services.

Project Experience

Master Water Quality Management Plan (WQMP)

DISNEYLAND RESORT | ANAHEIM, CA

Project Engineer. Ms. O'Neal assisted with the development and implementation of a WQMP for the Disneyland Resort to outline all existing and future opportunities for stormwater quality management at the site. Disneyland Resort's master WQMP is the cornerstone for stormwater and urban runoff management for existing and future development, involving a comprehensive evaluation of current water quality data, existing source control and treatment control BMPs, and projected water quality impacts or benefits. Provided resort retrofit design and cost estimating services to facilitate ongoing compliance with Clean Water Act requirements, also provided technical assistance with the evaluation of new projects to maximize water quality benefits and contribute to the resort's overall water quality goals within the framework of design constraints and regulatory requirements.

Water Quality Technical Support Services

CITIES OF DEL MAR, CORONADO, AND ENCINITAS | DEL MAR, CORONADO, AND ENCINITAS, CA

Project Engineer. Ms. O'Neal provided technical support during the Cities' 2008 Urban Runoff Management Plan revisions, advising City staff and assisting with implementation of program modifications required for compliance with the Municipal Stormwater Permit (Order No. 2001-01 and as of 2007 Order No. 2007-0001). Attended numerous community outreach events and assisted in municipal staff training programs, as well as developed project guidelines to facilitate implementation of the Cities' Clean Water program revisions. Conducted dry weather sampling and prepared the Cities of Del Mar and Encinitas' Annual Dry Weather Monitoring Reports.

Capital Improvement Projects

CITIES OF DEL MAR AND DANA POINT, CA

Ms. O'Neal served as extension of staff for the Cities' of Del Mar and Dana Point Engineering Department. Responsibilities included assisting with project design and contract administration for the Cities' Capital Improvement Program. Representative projects included sewer herbicide programs, traffic calming, open space and roadway beautification, and local park, sidewalk and storm drain design as part of the Cities' overall annual street and drain program. Represented the City of Del Mar on numerous regional technical committees and coordinated with local and state agencies for Capital Improvement Project programming, funding and reporting purposes.

N | V | 5

C. SUMMARY SHEET – RESUMES

CONTACT INFO
temo.molina@nv5.com
949.585.0477

EXPERIENCE
7 years

EDUCATION
B.S. Civil Engineering

LICENSES
Civil Engineer-in-Training
(CA) No. 140997

TEMO MOLINA, EIT **Project Designer**

Mr. Molina has more than seven years of experience in civil engineering design and construction inspection. He has actively participated in both the design and inspection of several roadway capital improvement projects. He is proficient in AutoCAD and MicroPaver, and he possesses a working knowledge of AutoCAD Civil3D, RISA 3D, and Sketch up PRO. His professional and dedicated civil engineering experience stems from increasingly responsible positions within public agencies including the cities of Lake Forest, Santa Ana and San Clemente. His construction inspection experience includes quantity tracking, assisting with field surveys, RFI/change order/progress payment tracking, and preparation of daily reports.

Project Experience

Residential Street Rehabilitation Project

[CITY OF PLACENTIA | PLACENTIA, CA](#)

Project Designer. Mr. Molina assisted in preparing plans, specifications and a cost estimate for the City's various street and ADA ramps rehabilitation. The project included the rehabilitation of existing pavement. Services provided included obtaining existing as-built plans and available pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

Various Street Improvements

[CITY OF COSTA MESA | COSTA MESA, CA](#)

Design Engineer. Mr. Molina is assisting in providing engineering design services for various street improvement projects as part of the City's FY 2017-18 Capital Improvement Projects. The project includes the preparation of plans, specifications and cost estimates for various streets; and other professional engineering services including On-Call General Design and staff augmentation services. The project also requires coordination with utility companies.

Citywide Street Rehabilitation

[CITY OF VILLA PARK | VILLA PARK, CA](#)

Design Engineer. Mr. Molina assisted with the design and field assessment services for the rehabilitation of several streets within the City of Villa Park. Responsibilities included field inspection and data gathering; inputting all data into MicroPaver; assessing, identifying and prioritizing streets for improvements; recommending rehabilitation methods; and developing plans, specifications and estimates for the improvements.

Pavement Management Plan (PMP) Update

[CITY OF GARDENA | GARDENA, CA](#)

Project Engineer. Mr. Molina assisted in updating the City's Pavement Management Plan (PMP) for 2017. Project tasks included reviewing all maintenance and rehabilitation activities conducted by the City since the last PMP update; collecting and recording pavement distress data per ASTM D6433-11 and Metro guidelines; preparing maps of the streets to be inspected; data entry; database verification/organization; and budgetary analysis.

N | V | 5

C. SUMMARY SHEET – RESUMES

CONTACT INFO

mohamed.lazim@nv5.com
949.585.0477

EXPERIENCE

10 years

EDUCATION

B.S. Civil Engineering

A.S. Mathematics and
Engineering

LICENSES/CERTIFICATES

Engineer-in-Training (CA)
No. 166401

MOHAMED LAZIM, EIT

Project Designer

Mr. Lazim has more than 10 years of experience as a project and design engineer on a variety of transportation and street projects for the private sector. He is an excellent communicator with staff, clients and the public, and is great working in both collaborative and independent environments. He is skilled in Microsoft Office and has extensive knowledge of AutoCAD and Civil 3D.

Project Experience

Residential Street Rehabilitation Project

CITY OF PLACENTIA | PLACENTIA, CA

Assistant Engineer. Mr. Lazim assisted in preparing plans, specifications and a cost estimate for the City's various street and ADA ramps rehabilitation. The project included the rehabilitation of existing pavement. Services provided included obtaining existing as-built plans and available pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

FY 2018-19 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Assistant Engineer. Mr. Lazim is currently assisting our team in providing engineering design services for pavement improvements, which include slurry seal, grind and overlay. In addition, we will review drainage conditions and identify any existing drainage issues within the project limits, with any drainage improvement alternatives discussed and reviewed with the City.

2018-19 Street Improvements

CITY OF LAWNSDALE | LAWNSDALE, CA

Assistant Engineer. Mr. Lazim is currently assisting our team in providing engineering design services for two separate projects which consist of improvements to pavement, drainage, sidewalk, drive approaches, wheelchair ramps, tree planting, etc.

Various Street Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Assistant Engineer. Mr. Lazim is currently assisting our team in providing engineering design services for various street improvement projects. The project tasks include preparation of plans, specifications and cost estimate, construction support services for the first four projects, and other professional engineering services including on-call general design, geotechnical engineering, surveying and construction support services.

Colonial Avenue Alley Paving

CITY OF CULVER CITY | CULVER CITY, CA

Assistant Engineer. Mr. Lazim assisted our team in providing professional design services for the Colonial Avenue Alleyway. As part of the Community Development Block Grant (CDBG) program, the Colonial Avenue Alleyway Paving project includes the paving of approximately 800 LF by 20 feet wide of the alleyway. The scope of work also involves field review, topographic survey, design plans, bid schedule and technical specifications, quantity and cost estimates.

N | V | 5

C. SUMMARY SHEET – RESUMES

CONTACT INFO

reynaldo.ycu@nv5.com
949.585.0477

EXPERIENCE

15 years

EDUCATION

B.S. Civil Engineering

LICENSES/CERTIFICATES

Civil Engineer, Manila
Philippines
No. 32156

Engineer-in-Training (MD)
No. 25784

REYNALDO YCU, EIT

Project Designer

Mr. Ycu has more than 15 years of experience as a design engineer for various civil engineering and capital improvement projects, including water/wastewater and transportation projects. As a design engineer, his qualifications include the ability to review and prepare plans, specifications and cost estimates; surveying; and establishing, maintaining and fostering positive working relationships with agency staff. Mr. Ycu is proficient in CAD and other design software.

Project Experience

Residential Street Rehabilitation Project

CITY OF PLACENTIA | PLACENTIA, CA

Project Designer. Mr. Ycu prepared plans, specifications and a cost estimate for the City's various street and ADA ramps rehabilitation. The project included the rehabilitation of existing pavement. Services provided included obtaining existing as-built plans and available pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

2013-2015 Major Streets Rehabilitation

CITY OF POMONA | POMONA, CA

Project Designer. Mr. Ycu prepared plans, specifications and estimates for various street improvements within the City. The project involved pavement rehabilitation, street improvements, bikeway improvements, pedestrian/ADA improvements, landscape/green-street and irrigation improvements on several City-owned streets identified in the 2014 Pomona Active Transportation Plan (ATP) to increase pedestrian safety and mobility. Bikeway infrastructure improvements included striping, signing, crossing improvements and signal modifications for bike detection. The project also included landscaping and irrigation improvements associated with the City Corridor Specific Plan (CSP). Portions of the project were funded by Cycle 1 of the Active Transportation Program (ATP).

Street Improvements Phase 1, 2, and 3

CITY OF POMONA | POMONA, CA

CAD Designer. Mr. Ycu was responsible for generating street improvement and striping plans; research for property information; examining aerial photos for additional survey data; cross checking plan sheets for errors; and marking up prints for corrections.

Huntington Drive Rehabilitation

CITY OF MONROVIA | MONROVIA, CA

Design Engineer. Mr. Ycu provided design services related to the Huntington Drive Improvements Project, Federal Project No. STPL-5069(014). The limits of this project included Huntington Drive from Magnolia Avenue to Shamrock Avenue. The improvements that were considered in developing this project included reconstruction and repair of the concrete roadway surface; replacement of sidewalk, curb and gutter (along both sidewalk and street medians); installation of ADA curb ramps, concrete bus pads; traffic signal upgrades; and updating roadway signage, striping, and pavement markers This was a federally funded project.

N | V | 5

C. SUMMARY SHEET – RESUMES

CONTACT INFO

geoff.schneekluth@nv5.com
P: 949.585.0477
C: 760.822.5797

EXPERIENCE

5 years

EDUCATION

M.B.A. Finance

B.S. Civil Engineering

LICENSES/CERTIFICATES

Engineer-in-Training (CA)
No. 139464

NCEE Principles and
Practice of Engineering
(PE) Civil: Transportation
Examination

OCTA Asphalt Concrete
(AC) Distress, PCC
Distress, Streetsaver
Software, and Paver
Software Training
CoursesFirst

N | V | 5

GEOFF SCHNEEKLUTH, EIT

Utility Coordination

Mr. Schneekluth has more than five years of experience as a project engineer, project analyst and construction inspector on a variety of capital improvement projects for both the public and private sector. He is an excellent communicator with staff, clients and the public, and is great working in both collaborative and independent environments. He is skilled at Microsoft Office (Project, Word, Excel, PowerPoint), Bluebeam, Adobe Acrobat and AutoCAD).

Project Experience

OC Streetcar Project

[ORANGE COUNTY TRANSPORTATION AUTHORITY | SANTA ANA, CA](#)

Assistant Project Engineer. Mr. Schneekluth is responsible for providing utility research and coordination support on this \$408M project. The project will extend 4.15 miles from Garden Grove to Santa Ana. Mr. Schneekluth is providing daily inspection reports with photos, coordinating utility and construction permits, maintaining permit records, and assisting project liaison with stakeholders.

Bristol Street Projects A-E

[CITY OF COSTA MESA | COSTA MESA, CA](#)

Contracts Administration. Mr. Schneekluth is providing construction administration for the five Bristol Street projects, in which two of the projects are federally funded. Mr. Schneekluth's responsibilities include reviewing load delivery tickets and daily inspector, engineer, and testing reports for asphalt paving.

Construction Administration and Residential Permit Support Services for Underground Assessment District No. 117

[CITY OF NEWPORT BEACH | CORONA DEL MAR, CA](#)

Assistant Project Engineer. Mr. Schneekluth is providing construction support and administration services for Utility Underground Assessment District No. 117. The District was successfully formed in November 2015 with 268 parcels and is comprised of an 11-block area (268 parcels) in Corona del Mar bounded by Bayside Drive, Avocado Avenue, Coast Highway and Carnation Avenue. Construction began in July 2018, and the underground improvements will continue through 2019. Mr. Schneekluth's responsibilities include: coordinating project details with utility companies, City and Contractor; maintaining a baseline schedule and Contractor's two-week look-ahead schedule; providing exhibits based on project status to keep the public informed and up-to-date; and attending field meetings.

Heritage Lake Phase I TUMF Review

[CITY OF MENIFEE | MENIFEE, CA](#)

Project Analyst. Mr. Schneekluth reviewed reimbursement requests for the Heritage Lake Phase 1 street improvements. Working with the City and Developer, he reviewed each request in detail and made recommendations on reimbursement for this phase. The review included the following: check that all reimbursements were in compliance with the Community Facilities District agreement for each phase; reviewing change orders; reviewing checks and invoices; bidding process review; reviewing payroll; reviewing quantities; field review improvements; reviewing as-builts; and preparing a summary document and submitting it to the City.

C. SUMMARY SHEET – RESUMES

BERNARD K. LI, EE, TE, PTOE
Associate Vice President



Mr. Li serves as an Associate Vice President of Iteris' Transportation Systems division and has been with the firm since November 2010. He has over 29 years of experience in providing professional services in planning, design and implementation of traffic engineering and Intelligent Transportation Systems (ITS). Mr. Li has served as Project Manager or Principal-in-Charge on numerous traffic and ITS design/construction, traffic signal timing and synchronization, operational analysis, feasibility studies and municipal traffic engineering projects. His traffic engineering design expertise includes traffic signal installation, signal modification, roadway signage/stripping, street lighting, and worksite traffic control and neighborhood traffic management. Mr. Li's ITS experience comprises fiber optic communications, wireless communications, closed-circuit television (CCTV), video-detection system (VDS) and dynamic message signs (DMS). He is also highly experienced in traffic signal operations, having assisted numerous agencies in the analysis, retiming, and synchronization of traffic signals, both corridor and network wide. Mr. Li's transportation planning expertise includes traffic impact studies, parking studies, transportation master plans, signal warrant analysis and stop warrant analysis. He has served as City Traffic Engineering Consultant for many agencies, helping to resolve numerous day-to-day traffic engineering issues, including resident inquiries, plan checking, and safety evaluations.

EDUCATION

- BS, Electrical Engineering, University of Southern California, Los Angeles, 1988

REGISTRATIONS

- Electrical Engineer (EE)
 - CA #14842, 1995
 - AZ #37241, 2002
- Professional Traffic Engineer (TE)
 - CA #1763, 1994
- Professional Traffic Operations Engineer (PTOE)
 - #214, 2000

YEARS OF EXPERIENCE 29

CORE COMPETENCIES

- Traffic Engineering & Design
- Signal Timing & Coordination
- Traffic Signal Operations
- Signal System Selection & Deployment
- ITS Planning & Design
- ITS Systems Engineering
- Traffic Simulation & Transportation Planning
- Municipal Traffic Engineering

AFFILIATIONS

- Institute of Transportation Engineers (ITE) - Technical Coordinator
- Orange County Traffic Engineering Council (OCTEC)

Project Experience

Barranca Parkway/Muirlands Boulevard Regional Traffic Signal Synchronization Project – Cities of Irvine, Lake Forest & Mission Viejo, CA
Mr. Li serves as the Project Manager to provide traffic/ITS design improvements and traffic signal synchronization for 44 intersections along a 13-mile segment of Barranca Parkway/Muirlands Boulevard. The project involves design of new fiber optic cables (multi and single mode), conduits, pull boxes, cabinets and controller upgrade in City of Irvine; New conduits, pull boxes, twisted pair interconnect, and wireless radio in City of Lake Forest; New cabinets, pedestrian signals and loop detection in City of Mission Viejo. In addition to the traffic signal infrastructure improvements, Iteris also developed signal coordination plans for AM, noon, off-peak, PM, "after-hours" and weekend for all project traffic signals along the corridor. This project began in June 2014 and is expected to be completed June 2018.

Pacific Park Drive/Oso Parkway Regional Traffic Signal Synchronization (TSS) Project – Various Cities within Orange County, CA
Mr. Li serves as Project Manager to provide turn-key infrastructure improvements and traffic signal synchronization for 32 intersections along an 8-mile segment of Pacific Park Drive/Oso Parkway, from Aliso Viejo Parkway to SR 241 ramps. The project is funded by the Renewed Measure M and is led by OCTA. The local agencies involved are: Cities of Aliso Viejo, Laguna Hills, Mission Viejo and the County of Orange. Infrastructure upgrade includes Ethernet-over-copper communications using Actellis switches, ASC/3 controllers, additional Centrac license for Laguna Hills, CCTV camera, EVP equipment, and loops detection. All 32 intersections were also retimed with AM, PM, mid-day, off-peak and weekend traffic signal coordination timing plans. Our synchronization effort has resulted in a benefit-to-cost ratio of 20:1 within the first year. This project began in August 2013. All the infrastructure improvements were completed in December 2013. New timing implementation was completed in February 2014, two months ahead of schedule. Iteris is will perform O&M through February 2016.



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C. SUMMARY SHEET – RESUMES

NAREE KIM, PE
Senior Engineer



Mrs. Kim serves as a Senior Engineer of Iteris' Transportation Systems and has been with firm since October 2008. Mrs. Kim has over 13 years of experience in the delivery of transportation and traffic engineering projects, with experience that includes the planning, design and deployment of ITS and traffic signal projects. Her ITS design experience includes fiber optic communications, CMS, VDS and traffic signal system upgrades. She has also served as Project Manager and Project Engineer on a variety of planning and traffic signal design projects including preparation of plans, specifications and cost estimates for traffic signals; arterial signing and striping; traffic operation systems; ramp metering systems; and street lighting. She has accomplished a number of traffic impact studies and traffic and circulation sections of EIRs/EISs. Mrs. Kim is proficient in the use of design and traffic analysis software including AutoCAD, MicroStation, AGI 32, ArcGIS, Synchro, and Autoturn.

EDUCATION

- MS, Civil Engineering, University of Utah, Salt Lake City, 2003
- BS, Civil Engineering, University of Utah, Salt Lake City, 2000

REGISTRATIONS

- Civil Engineer (PE)
- NV #22518, 2013

YEARS OF EXPERIENCE 13

CORE COMPETENCIES

- Traffic Engineering & Operations
- ITS Planning & Design
- ITS Operations & Management
- ITS Systems Engineering & Architecture

AFFILIATIONS

- Orange County Traffic Engineering Council (OCTEC)
- Institute of Transportation Engineers (ITE)

Project Experience

I-405 Design-Build Improvement Project, Orange County Transportation Authority (OCTA) – Orange County, CA

Mrs. Kim serves as the MOT/Detour Plan and Street Lighting Design Plan Task Lead for Iteris, acting as a subconsultant of a multidisciplinary design and construction team, on this \$1.2 billion dollar design build project in Orange County California. The project will improve 16 miles of the I-405 between the SR-73 freeway in Costa Mesa and the I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction from Euclid Street to I-605, making improvements to freeway entrances, exits and bridges, and will also implement Express Lanes that expands the existing HOV lane from one lane to two lanes in each direction from SR-73 to I-605. Iteris is responsible for the design of the Caltrans ITS field infrastructure, temporary ITS field infrastructure supporting maintenance of traffic during construction, toll system infrastructure and coordination, street lighting, agency traffic signal improvements along the corridor and development of the project Traffic Management Plan. Mrs. Kim is assisting project management with the preparation and development of Plans and Specifications for the maintenance of traffic, traffic management systems, Intelligent Transportation Systems (ITS), tolling integration, and traffic signals. The project began in February 2017 and is ongoing.

Jamboree Road/Main Street Intersection Improvements, I-405 NB On-Ramps to Kelvin – City of Irvine, CA

Mrs. Kim serves as Project Manager and currently providing design services for Jamboree Road/Main Street intersection improvement project for the City of Irvine. The project included the preparation of traffic signal improvement, communication, signing and striping, traffic control and staging plans. The project began in October 2015 and is ongoing.



Innovating Through Informatics™

C. SUMMARY SHEET – PROJECT EXPERIENCE



RESIDENTIAL STREET REHABILITATION PROJECT ✓

CITY OF PLACENTIA | PLACENTIA, CA

NV5 prepared plans, specifications and cost estimates for the City's various street and ADA ramps rehabilitation. The project included the rehabilitation of existing pavement. Services provided included obtaining existing as-built plans and available pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

DATES: MAY 2018-APRIL 2019

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, TEMO MOLINA, MOHAMED LAZIM, REYNALDO YCU



ADA CURB RAMP RECONSTRUCTION PROJECT ✓

CITY OF PLACENTIA | PLACENTIA, CA

NV5 prepared plans, specifications and cost estimates for the ADA Curb Ramp Reconstruction Project. The project included the improvement of 90 curb ramps within City limits that were identified by a recent Accessibility Assessment Report. Services provided included obtaining all available pertinent data; conducting a field review; topographic survey; preliminary and final bid package; and bid and construction support services.

DATES: JULY 2018-APRIL 2019

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, TEMO MOLINA, MOHAMED LAZIM



CITYWIDE STREET IMPROVEMENTS ✓

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

NV5 provided engineering design services for the preparation of plans, specifications and cost estimates for the City's annual citywide street and drainage improvements. Our team prepared contract documents for localized AC spot repairs; stretches of new curb or swale; grind and overlay; inventory of existing traffic signs and making recommendations on replacing existing signs or installing new ones; and preparation of detailed drawings, specifications and cost estimate.

DATES: DECEMBER 2017-MAY 2018

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO

C. SUMMARY SHEET – PROJECT EXPERIENCE



CITYWIDE STREET IMPROVEMENTS ✓

CITY OF POMONA | POMONA, CA

Our team provided design and construction support services for the \$1.5M street rehabilitation. Improvements included total pavement reconstruction, redesign of existing cross sections as needed to improve drainage and driveability, and repair of damaged sections of the asphalt. Services also included field surveying, utility coordination; multiple agency coordination; installation of bike lanes; evaluation of access ramps for ADA compliance; and evaluation of traffic loop detectors; preparation of plans, specifications and cost estimates; and construction engineering support.

DATES: OCTOBER 2015-FEBRUARY 2016

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO



PCH ARTERIAL IMPROVEMENTS ✓

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Our team is conducting a comprehensive traffic analysis and preparing design recommendations to reduce congestion and increase safety on Pacific Coast Highway. Project limits are between Anita Street to the north and Palos Verdes Boulevard to the south. Our team is preparing final plans, specifications and cost estimates for the intersection widening for a right-turn-only lane on southbound Pacific Coast Highway and Torrance Boulevard. We will provide design and support services during bidding and construction phases. The NV5 project team is providing all coordination with Caltrans representatives throughout the design process.

DATES: NOVEMBER 2016-CURRENT

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, VANESSA PANETO



HUNTINGTON DRIVE IMPROVEMENTS ✓

CITY OF MONROVIA | MONROVIA, CA

NV5 is providing engineering design services for the preparation of plans, specifications and cost estimates for the Huntington Drive Improvements projects, from Magnolia Avenue to Shamrock Avenue. The improvements included: reconstruction and repair of the concrete roadway surface, sidewalk, curb and gutter (along both sidewalk and street medians); installation of ADA curb ramps, concrete bus pads; traffic signal upgrades; drainage improvements; and updating roadway signage, striping, and pavement markers.

DATES: OCTOBER 2016 CURRENT

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, TEMO MOLINA

C. SUMMARY SHEET – PROJECT EXPERIENCE



FY 2017-18 ANNUAL STREET REHABILITATION

CITY OF VILLA PARK | VILLA PARK, CA

Our team provided plans, specifications and estimates for the annual rehabilitation project. The improvements included the removal and replacement of deteriorated sections of the streets by repaving or slurry seal; construction of curb and gutter or AC berm at certain locations of these streets; and the replacement of curb and gutters as needed to provide adequate drainage.

DATES: DECEMBER 2017-JULY 2018

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, TEMO MOLINA



VARIOUS STREETS IMPROVEMENTS

COSTA MESA | COSTA MESA, CA

NV5 is providing engineering design services for various street improvement projects as part of the City's FY 2017-18 Capital Improvement Projects. The project includes the preparation of plans, specifications and cost estimates for various streets and other professional engineering services including On-Call General Design and staff augmentation services. The project also requires coordination with utility companies.

DATES: FEBRUARY 2019-CURRENT

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, TEMO MOLINA



EAST 19TH STREET DESIGN IMPROVEMENTS

COSTA MESA | COSTA MESA, CA

Our team prepared plans, specifications and cost estimates for this federally funded Safe Route to School traffic-calming project. The scope of services consisted of preparing and processing environmental documents, civil engineering design plans (to include the use of bulb-outs and median improvements), and obtaining federal approval for construction and construction support. The project included roadway, pedestrian walkways, lighting, landscaping, and storm drain improvements. The project also included the design of three monument signs. In addition, we provided coordination with utility companies and stakeholders.

DATES: SEPTEMBER 2013-AUGUST 2015

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO

C. SUMMARY SHEET – PROJECT EXPERIENCE



ANNUAL RESIDENTIAL STREETS REHABILITATION

CITY OF COMPTON | COMPTON, CA

Our team is providing engineering design services for the preparation of plans, specifications and estimates for the City's annual residential street rehabilitation projects. Scope of work includes: review and analysis of the City's existing Pavement Management Study; research of the City's existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

DATES: JANUARY 2019-CURRENT

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, MOHAMED LAZIM



VARIOUS STREETS REHABILITATION

CITY OF LYNWOOD | LYNWOOD, CA

Our team provided street improvement design plans, contract documents, specifications, estimates and other appurtenant work for the rehabilitation of portions of Wisconsin Avenue, Sequoia Drive, Michigan Avenue, and Cornish Avenue. Improvements included rehabilitation of asphalt concrete, reconstruction of concrete curb and gutters, sidewalks, cross gutters, curb ramps and drive approaches, tree removal and parkway restoration, removal of existing and nonfunctional street lights and footing, removal and replacement of regulatory and other street signs, removal and installation of new fire hydrants, traffic striping, utility and other agency coordination, and bid assistance.

DATES: MARCH 2016-AUGUST 2016

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO



FY2018-19 STREET IMPROVEMENTS

CITY OF LAWNSDALE | LAWNSDALE, CA

Our team is preparing the plans, specifications and estimate for the rehabilitation of the alleyways that run parallel to Hawthorne Boulevard and Grevillea Avenue. Improvements included improving alley drainage; grading; removal and replacement of pavement sections; alley concrete gutter; construct and repair curb and sidewalk; and removal of trees and landscaping.

DATES: JULY 2018-CURRENT

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO

C. SUMMARY SHEET – PROJECT EXPERIENCE



“H” STREET WIDENING PROJECT

CITY OF SAN BERNARDINO | SAN BERNARDINO, CA

Our team is providing environmental and civil engineering design services for the widening of “H” Street from Kendall Drive to 40th Street from two lanes to four lanes and upgrading the existing traffic signals at 40th Street and Kendall Drive. We prepared plans, specifications and cost estimates for roadway, drainage, sewer, signing and striping, street lighting, modification to traffic signals, and demolition plans. We are coordinating with the utility companies, identifying existing right-of-way, and conducting pavement investigation and preparing a report. The street improvements include ADA-compliant curb ramps.

DATES: JANUARY 2018-CURRENT

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, MOHAMED LAZIM, REYNALDO YCU



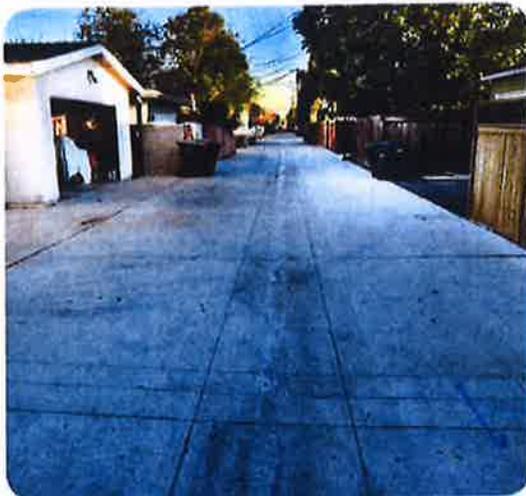
COLONIAL AVENUE ALLEY PAVING

CITY OF CULVER CITY | CULVER CITY, CA

Our team provided professional design services for the Colonial Avenue Alleyway. As part of the Community Development Block Grant (CDBG) program, the Colonial Avenue Alleyway Paving project included the paving of approximately 800 LF by 20 feet wide of the alleyway. The scope of work also involved field review, topographic survey, design plans, bid schedule and technical specifications, quantity and cost estimates.

DATES: NOVEMBER 2017-MARCH 2018

KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, TEMO MOLINA



VARIOUS ALLEYS

CITY OF COSTA MESA | COSTA MESA, CA

Our team provided engineering design services for the preparation of individual PS&E for the rehabilitation of various alleys and for storm drain improvements to increase the capacity of an existing 48-inch reinforced concrete pipe. Improvements included grading, removal and replacement of pavement sections, crack sealing, grinding, pavement cold milling, excavation of deteriorated and poorly draining pavement, alley concrete gutter repair and construction, construction of asphalt concrete repair, asphalt concrete overlay, repair of existing curb, gutter and sidewalk, installation of traffic signing and pavement markings, and adjustment of manholes/valves.

DATES: APRIL 2013-JUNE 2016

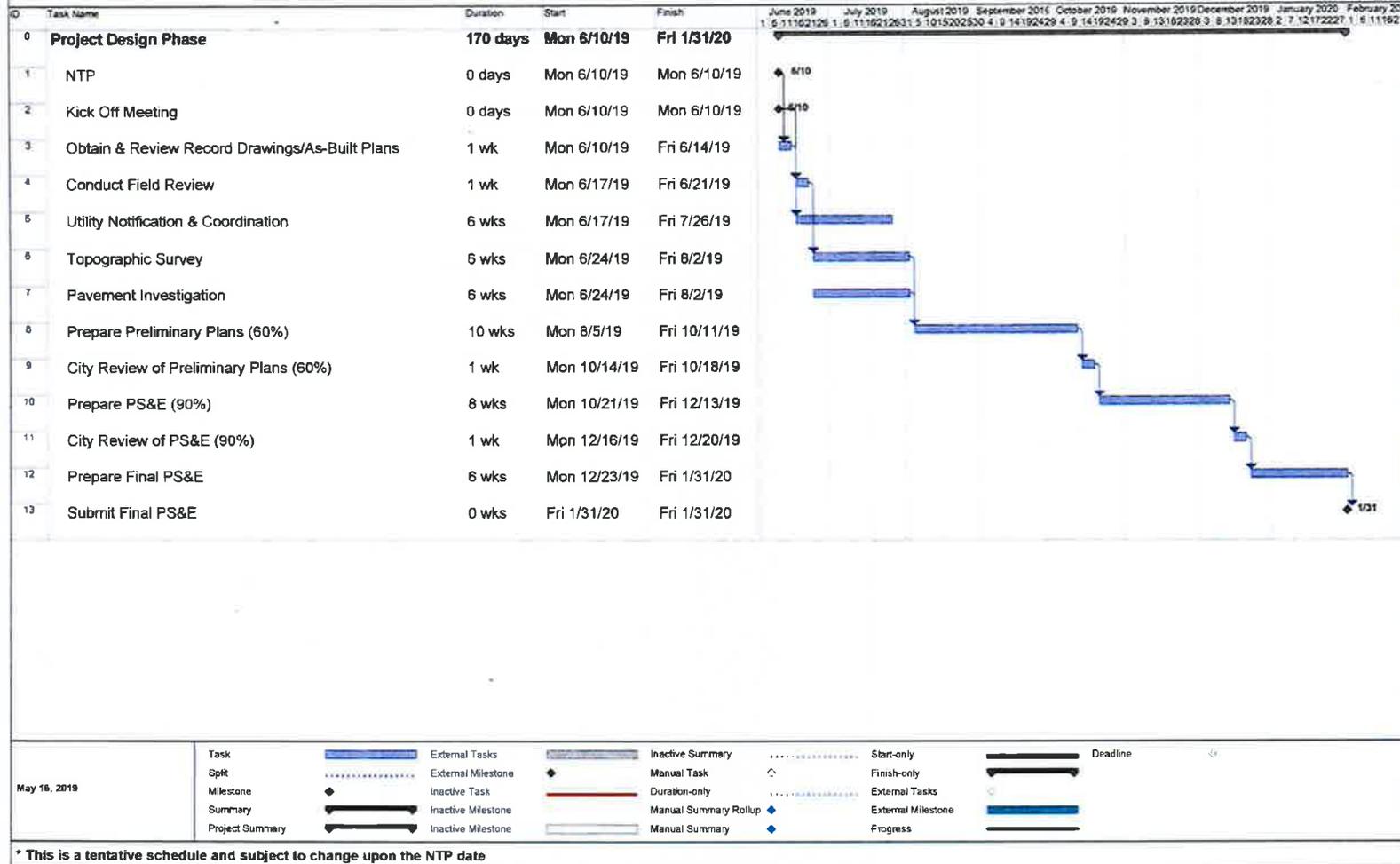
KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO

6/10/19 - 1/31/20
7 months ✓



**PROFESSIONAL ENGINEERING DESIGN SERVICES
RESIDENTIAL SLURRY SEAL AND ARTERIAL ROADWAY REHABILITATION PROJECT
DESIGN SCHEDULE**

NV5



D. ALLOCATION OF RESOURCES

ALLOCATION OF RESOURCES

Please see the table below which indicates how our personnel will be allocated by hours and by task for this project.

TASK NO.	WORK DESCRIPTION	PROJECT QA/QC MANAGER HOURS	PROJECT MANAGER HOURS	PROJECT ENGINEER HOURS	CAD DESIGNER HOURS	SURVEY HOURS	GEOTECH ENGINEER HOURS	TRAFFIC ENGINEER HOURS
1.0	Survey, Pavement Investigation, Preliminary & Final Design							
1.1	Project Administration, Meetings and Coordination		12	4				
1.2	Obtain & Review Record Drawings/As-Built Plans		2	4	4			
1.3	Utility Notification and Coordination		4	8	4			
1.4	Field Review		4	12	12			
1.5	Design Survey		2	2	4	145		
1.6	Pavement Investigation and Report		2	2	2		271	
1.7	Traffic Signal Safety Improvements Design (3 Intersections)		1	2	2			238
1.8	Storm Water Pollution Prevention Plan (SWPPP)		8	30	24			
1.9	Prepare 60% Plans	8	102	198	298			
1.1	Prepare 90% Plans	8	57	108	150			
1.11	Prepare Final Plans	8	12	32	50			
1.12	Prepare Specifications	1	4	14	2			
1.13	Prepare Quantities and Cost Estimate	1	4	12	2			
1.14	Reimbursable (printing & deliveries)							
Subtotal		26	214	428	554	145	271	238

E. SCOPE OF WORK

PROJECT UNDERSTANDING

NV5 has reviewed the RFP and other available reports. In addition, we have performed a job-site walk to completely familiarize ourselves with the project goals and requirements. This groundwork provides a comprehensive understanding of anticipated key issues related to the requested professional services and will enable our team to promptly and efficiently execute the design services for the proposed project. We have a thorough understanding of the requested professional services, project requirements and demands. The project includes preparation of plans, specifications and cost estimates for the FY 2019-20 Residential Slurry and Arterial Roadway Rehabilitation Projects. It is our understanding that the slurry seal project will be funded by the SB-1 Gas Tax revenues, and the arterial roadway rehabilitation project will be funded by City funds. The City Measure U and Orange County Measure M funding also will be utilized for the projects. There is no federal funding associated with these projects. The estimated budget for both projects is \$2.9M.

We understand that the City has adopted a 360-degree design philosophy regarding the approaches to the infrastructure improvements within the public right-of-way. The goal is to maximize construction value by incorporating all aspects of public infrastructure improvements into the projects. Therefore, the proposed projects will include pavement rehabilitation, reconstruction of curb and gutter, sidewalk, and ADA ramps. In addition, the proposed projects will include signing and striping improvements and traffic signal improvements where warranted.

It is our understanding that a Citywide Safety Analysis recommended various safety improvements, including installing flashing yellow protected/permissive left-turn arrows, upgrading vehicle indications, and installing countdown pedestrian indications at the following intersections:

- Bastanchury Road at Placentia Avenue.
- Golden Avenue at Kraemer Boulevard
- Bastanchury Road at Kraemer Boulevard

NV5 has been a leader in providing design services for street rehabilitation projects in Southern California. Our team has worked on the design for hundreds of pavement rehabilitation projects. We have been consulting with Pavement Recycling System, Inc. (PRS) and have been utilizing the most cost-effective pavement rehabilitation methods, including Cold Central Plant Recycling (CCPR), Cold in Place Recycling (CIR) or Full-Depth Reclamation



(FDR), when applicable. Providing the best and the most cost-effective pavement rehabilitation method has saved our clients thousands of dollars.

In addition, the design of ADA-compliant curb ramps is an important part of the proposed projects. Our team has a clear understanding of the City requirements and expectations as they relate to the design of ADA curb ramps. We have recently successfully completed the design of more than 90 curb ramps for the City of Placentia. We know every step in the process, and there will not be a learning curve for us. We have successfully coordinated our design efforts with the City staff and BOA Architecture (the City's CASp plan reviewer and inspector).

SPECIFIC CONSIDERATIONS AND KEY ISSUES

Key issues to be addressed for the proposed improvements will include no less than the following:

Project Analysis and Review - Our first step will include conducting a field review of the project area and evaluating existing conditions. We will obtain and review all available plans and records, including the City Pavement Management Plan Report from 2018. We will meet with the City representatives and define a detailed project scope and objectives. We will make sure our base maps show all the existing improvements. The base maps will then be confirmed during our field walks. The main objective is to have all existing improvements accurately depicted in our base map so that all constraints are considered during our design of the projects.

Utility Notification & Coordination - Street improvement projects can often result in impacts to existing utilities. All utilities must be shown on the plans. Thorough utility research will be conducted to ensure an accurate and comprehensive plan disclosure and to coordinate follow-up

E. SCOPE OF WORK

investigative activities with those utility companies whose facilities are being impacted. Given that utility coordination is a very important aspect of any project, the NV5 team will apply a disciplined approach for managing joint activities with the utility agencies. If any utility relocation is deemed necessary, or if valves and manholes need to be raised to new grades, they will be identified at early stages of the design and coordinated with the responsible agency.

Design Survey - We will conduct a topographic survey (aerial) and prepare a topographic survey base map for the project area.

Geotechnical Investigation - We will provide pavement investigation services for the arterial roadways included in this project. We will consider alternatives such as slurry seal for residential streets; grind and overlay, full reconstruction, Cold Central Plant Recycling (CCPR), Cold In Place Recycling (CIR), and Full-Depth Reclamation (FDR) for arterial roadways. We will discuss with the City and recommend the best and the most cost-effective pavement rehabilitation method for each roadway.

Street Improvements - Our design team has conducted a preliminary field walk of the project locations to examine the existing pavement, curb, gutter, sidewalk, and curb ramps, including the items that would be impacted by the proposed improvement project. Examples of the items that are in need of attention are presented in **Exhibits 1 and 3 on pages 40 and 42**.

We will provide the City with the best and the most cost-effective improvement method to achieve the City's goal of improving the pavement within the project limits. It is our opinion that the existing pavement on most of the streets within the project limits is in need of improvements. In general, there is some longitudinal and transverse cracking within the project area. Based on our experience with similar types of projects, there are several pavement rehabilitation methods that could be utilized based on the existing condition of pavement. We will consider alternatives such as slurry seal (Tire Rubber Modified) for residential streets; grind and overlay, full reconstruction, Cold Central Plant Recycling (CCPR), Cold In Place Recycling (CIR), and Full-Depth Reclamation (FDR) for the arterial roadways. We will discuss with the City and recommend the best and the most cost-effective pavement rehabilitation method for each roadway.

Additionally, some of the existing intersections lack ADA-compliant ramps, and we recommend upgrading the curb ramps. The lifted or damaged curb and gutter, sidewalk, and curb ramps will be identified and included as part of the project.

As a sample representation, **Exhibit 4 on page 43** shows a concept plan for a segment of residential street, and **Exhibit 2 on page 41** shows a concept plan for a segment of arterial roadway. These are preliminary concept plans depicting some preliminary proposed improvements; however, it should be noted that a detailed design can only be achieved after conducting a comprehensive field assessment and discussing the proposed alternatives with the City representatives.

Stormwater Pollution Prevention Measures - NV5 has long been a leader in stormwater management and providing Stormwater Pollution Prevention Plan (SWPPP) support services to our clients. Our firm has been preparing and implementing SWPPP services for the past 20 years for both public and private clients. We have continually stayed ahead of the learning curve that comes with complying with the Statewide Construction General Permit (CGP) by staying active in the California Stormwater Quality Association (CASQA) and by maintaining excellent relationships with Regional Water Quality Control Board staff. Jennifer Peterson, who leads our Southern California water resources group, is currently serving on CASQA's Training Committee as Co-Chair and the CASQA Construction BMP Subcommittee. These two committees have been actively involved in providing training for Qualified SWPPP Developers (QSDs) and Qualified SWPPP Practitioners (QSPs), as well as providing input to State Water Board staff on revisions for the next CGP issued (draft expected in Winter 2019). NV5 currently has 12 QSDs/QSPs supporting our Southern California offices and clients. NV5 has several strengths when it comes to providing SWPPP support services as outlined below:

Strengths

- Training for Staff and Contractors – We have provided numerous field and classroom trainings on BMP implementation and can provide this service if needed.
- Experience with SMARTS – We can help the City file any paperwork related to SWPPP compliance, as we are very familiar with SMARTS and can navigate the system easily.
- Timely processing of NOIs/NOTs – We have been able to secure an NOI (Notice of Intent) for projects within 48 hours of being notified by a client.
- SWPPP Specifications – We have experience writing SWPPP/temporary best-management practice specifications that will ensure the best chance of success for contractor compliance.
- SWPPP Experience with Roadway projects – We have

E. SCOPE OF WORK

prepared SWPPPs for multiple transportation projects, including roadway rehabilitation projects, and know the special needs these projects have regarding SWPPP implementation and phasing of BMPs.

- Oversight inspections/staff extension – We can act as an extension of your staff to provide oversight inspections to make sure that the Contractor's QSP is performing what is needed for compliance. This approach works well as an enforcement method to keep Contractors performing what is needed with minimal cost to the City. The benefit received results in fewer compliance headaches.

Stakeholder Coordination - Coordination with stakeholders will be critical to the project's success. We will determine early on what agencies and stakeholders will need to be included and meet with each one as required. The project will include coordination with each City department and all wet and dry utility providers, notifying the traveling public and adjacent property owners and schools, and communication with refuse collectors, the Postal Service, and emergency personnel.

Public Outreach - The general public needs to be a proactive element of the project. It is incumbent upon the designer and contractor to work with the City to inform the public and the School District of the project, proposed improvements, schedule and phasing.

Meetings - Meetings between NV5 and City staff will be crucial during all phases of the project. An initial kickoff meeting will be held in order to establish communications, set protocols and build the procedural framework for the project. Additional meetings will be conducted between the City staff, the engineering design team, utility companies and other essential parties at interest for the resolution of design and construction issues as needed.

SCOPE OF WORK

The following scope of work describes and illustrates in detail the methods and processes proposed by NV5 to accomplish the objectives of the project. The scope is broken down into the tasks as follows:

PROJECT MANAGEMENT AND ADMINISTRATION - At the start of the project, NV5 will have a kickoff meeting with City staff and the project team to review the project objectives, schedule, scope and approach. At this meeting, we will establish a point of contact for the project and request all available information related to the project. In addition, the NV5 Project Manager will coordinate all aspects of the project and manage the schedule and costs to ensure the project's completion to the satisfaction



of the City. Review Meetings to be held with the City. It is anticipated that these meetings will include a project initiation meeting and meetings following the review of plans at the 60% and 90% submittals.

UTILITY INVESTIGATION AND COORDINATION - We will research and establish record location of all utilities within the project limits. Utility coordination on the project will be ongoing and will generally consist of the following subtasks:

- Access the Underground Service Alert's website and compile a list of member agencies that own facilities within the project limits.
- Notify each utility surveyor, in writing, of the City's proposed plans and schedule and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary.
- Obtain existing dry and wet utility plans/records within the project limits. This also includes the coordination of the adjustment of any utilities per City or other agency standards.
- Prepare a Utility Notification Log to track utility company contacts and responses, including contact information and dates of all outgoing and incoming correspondence.
- We will comply with the City of Placentia Utility Coordination Procedures.

RESEARCH AND DATA COLLECTION - We will research all information pertinent to the project, such as the available records, street improvement plans and Pavement Management Plan Report. We will review all previous studies, reports and plans. We will make sure our base maps show curb and gutter, access ramps, manholes, striping, traffic loops, etc. The base maps will then be confirmed during our field walks. The main objective is to

E. SCOPE OF WORK

have all existing improvements accurately depicted in our base maps so that all constraints are considered during the design of the project.

FIELD REVIEW - A minimum of one field walk will be scheduled at the project location to ensure a detailed depiction of existing conditions and work requirements on the plans and specifications. We believe that clear and concise plans and specifications are created from a total understanding of the existing conditions, properties and environment of the project. Consequently, we will conduct site visits as required to ensure a proper design.

DESIGN SURVEY - We will conduct an aerial topographic survey and provide the following field survey information as needed:

A. Prepare a topographic survey extending through the project area.

B. Plot the detailed survey notes and electronic mapping files using CAD on 24-inch-by- 36-inch sheets identifying all existing conditions. Physical features will include pavement, curb, gutter, striping, and all other physical features within the project area. The fee for field survey for each ramp is listed separately and will be added to the total fee based on the total number of ramps designated for reconstruction.

PAVEMENT INVESTIGATION REPORT - We will provide pavement investigation services for the project for the City's consideration. We will provide the tasks that meet the project goal, including the following:

We will perform a geotechnical reconnaissance for the project. We will take soil borings at strategic locations along arterial roadways (total of 38 core samples) to observe the existing pavement thickness and soil conditions beneath the project site and to facilitate collection of subgrade soil samples for lab testing. We will determine existing moisture content at a depth of 1.5 feet to 3 feet from the existing finished pavement surface. A minimum of two R-Value tests will be taken. The results of our field and laboratory testing will be provided in a report, including the following:

- Thickness of pavement
- Site soil characterization
- R-Value of subgrade soils
- Pavement section recommendations
- Pavement rehabilitation methods will be considered based on the existing condition of pavement.

We will consider alternatives such as slurry seal for residential streets; grind and overlay, full reconstruction,

Cold Central Plant Recycling (CCPR), Cold In Place Recycling (CIR), and Full-Depth Reclamation (FDR) for arterial roadways. We will discuss with the City and recommend the best and the most cost-effective pavement rehabilitation method for each roadway.

We will submit the final pavement report to the City with all supporting documents.

STORMWATER POLLUTION PREVENTION PLAN - Our approach complying with the stormwater requirements during construction and the Santa Ana Water Quality Control Board would be to develop a single SWPPP for the Roadway Rehabilitation work that will be done for the 2019-20 year. The SWPPP would contain Water Pollution Control Plans (WPCPs) for the entire 800,000-square-foot area as shown on Attachment 1 of the RFP. We would use the available plans or schematics for the project areas in preparing the WPCPs or alternatively, we can develop WPCPs using Google Earth and Bluebeam to draw the BMPs schematically. The WPCPs will depict the temporary BMPs that will be utilized during construction and may include silt fencing, fiber rolls, gravel bags, hydraulic mulch, or others specified in the SWPPP. NV5's QSD will develop the project-specific SWPPP and work with the City to identify the total disturbed area. We are assuming that disturbed areas will include only those areas where full pavement reconstruction is performed (versus slurry seal only) and any other types of improvements such as curb ramps or other upgrades. NV5 will provide an electronic copy of the SWPPP to the City for upload to SMARTS and will assist with securing the permit (Waste Discharge Identification Number) prior to construction. We recommend that the City require the Contractor to hire the QSP who will perform all inspections and sampling that may be needed to minimize costs for the City that come with stormwater compliance. We also recommend that the City hire NV5 to perform monthly inspections/audits of the Contractor's QSP to make sure that compliance is maintained during construction and no violations are obtained. We have used this approach on multiple projects within the last year and have achieved a higher success rate of compliance due to the oversight inspections.

PRELIMINARY IMPROVEMENT PLANS - We will utilize the survey information to prepare base plans. These base plans will then be used to prepare a preliminary design, including improvements within the project limits. These will be submitted to the City staff for review and consideration. All plans/reports/documents will be submitted in the format as specified in the RFP. We will prepare 11" x 17" maps for inclusion in the specifications for the residential streets designated for slurry seal. We will prepare

E. SCOPE OF WORK

preliminary plans for arterial roadway rehabilitation at scale 1"=40'.

It is our understanding that a Citywide Safety Analysis recommended various safety improvements to the project intersections, including installing flashing yellow protected/permissive left-turn arrows, upgrading vehicle indications, and installing countdown pedestrian indications.

The design plans will be prepared with detailed traffic signal improvements, construction details, utility locations, pole and conductor schedule, proposed phase diagrams, and all required removals, relocations, and dimensions needed to properly construct the traffic signal improvements at the following intersections:

- Bastanchury Road at Placentia Avenue
- Golden Avenue at Kraemer Boulevard
- Bastanchury Road at Kraemer Boulevard

Construction plans will include the following:

- Title Sheet and Location Map
- Typical Sections and Details
- Street Improvement Plans and Construction Notes
- Striping Plans
- Traffic Signal/Flashing Yellow Arrow Improvement Plans

FINAL IMPROVEMENT PLANS - Upon City review of the plans, specifications and cost estimates (PS&E) at the 60% and 90% completion level, we will proceed with the preparation of final PS&E. All plans will be submitted in the format as specified in the RFP. The plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. NV5 will deliver completed and approved construction drawings on or ahead of approved schedules. All designs will be prepared and submitted in a manner that ensures a complete design approved by the City. Where applicable, the construction drawings will conform to the appropriate applicable standards such as City, County, State standard plans and APWA Standard Specifications for Public Works Construction "Greenbook," and California Manual on Uniform Traffic Control Devices (MUTCD).

SPECIFICATIONS - We will prepare complete project specifications, including Special Provisions per the City's format and direction. Copies of the Standard General Provisions and Construction Contract Agreement will be supplied by the City to incorporate into the construction documents. We will submit the Specifications at 60% and 90% completion, and final Specifications with the final



submittal. We will provide detailed specifications for traffic handling and construction scheduling. The specifications will include the following important items for the contractor consideration during the construction phase, which may impact scheduling of construction:

- School (and summer school) Schedules
- Trash Collection Schedules
- Street Sweeping Schedules

COST ESTIMATES - We will prepare complete construction quantity and cost estimates for the project. We will submit quantities and cost estimates at 60% and 90% completion, and final quantities and cost estimates with the final submittal.

We will provide final construction plans plotted on reproducible mylars. We will submit the final set of PS&E in printed and electronic formats. Electronic formats will include (AutoCAD, Microsoft Word, & Microsoft Excel) and complete PDF copy.

DETERIORATED PAVEMENT / CRACKING AND PATCHING

PAVEMENT SETTLEMENT / SHOWING

DETERIORATED PAVEMENT / TRANSVERSE CRACKING

DETERIORATED PAVEMENT / CRACKING

MISSING ADA CURB RAMP

UPLIFTED SIDEWALK

DETERIORATED PAVEMENT / SHOWING AT THE MIDDLE OF GOLDEN AVENUE

DETERIORATED PAVEMENT / LONGITUDINAL AND TRANSVERSE CRACKING

DETERIORATED PAVEMENT / TRANSVERSE CRACKING

CURB RAMP NOT ADA COMPLIANT / MISSING TRUNCATED DOMES

NTS

<p>NV5 9999 IRVINE CENTER DRIVE IRVINE, CA 92618 TEL. (949) 555-0477 FAX. (949) 555-0433 WWW.NV5.COM</p>		<p>CITY OF PLACENTIA</p>
		<p>GOLDEN AVENUE (MC CORMACK LN TO CALIFORNIA ST) ARTERIAL ROAD REHABILITATION PROJECT EXHIBIT 1 (EXISTING CONDITION)</p>



CONCEPTUAL PLAN PROPOSED IMPROVEMENTS

- 1 COLD MILL PAVEMENT 2" THICK AND CONSTRUCT 2" AC OVERLAY (ARHM) *
- 2 REMOVE AND CONSTRUCT PCC SIDEWALK
- 3 REMOVE AND CONSTRUCT ADA CURB RAMP
- 4 INSTALL STRIPING AND MARKING PER DETAIL SHOWN ON THE STRIPING PLAN

* Exact locations for pavement removal and reconstruction method of pavement rehabilitation will be determined subsequent to pavement investigation and consultation with the City.

This is a conceptual plan. Subsequent to conducting a survey and pavement investigation, a complete set of construction plans will be prepared. The plans will include appropriate notes and details for the proposed pavement rehabilitation project, which may include cold in place recycling.



 <p>8880 IRVINE CENTER DRIVE IRVINE, CA 92618 TEL: (949) 585-0477 FAX: (949) 585-0423 WWW.NV5.COM</p>		<p>CITY OF PLACENTIA</p>
		<p>GOLDEN AVENUE (MC CORMACK LN TO CALIFORNIA ST) ARTERIAL ROAD REHABILITATION PROJECT EXHIBIT 2 (PROPOSED CONDITION)</p>





DETERIORATED CURB AND GUTTER



DETERIORATED PAVEMENT : SPALLING & CRACKING



DETERIORATED PAVEMENT : ALLIGATOR CRACKING



DETERIORATED PAVEMENT : TRANSVERSE AND ALLIGATOR CRACKING



DETERIORATED PAVEMENT / TRANSVERSE AND LONGITUDINAL CRACKING



MISSING ADA CURB RAMP



DETERIORATED CURB AND GUTTER



LIFTED SIDEWALK



DETERIORATED PAVEMENT / ALLIGATOR CRACKING



UTILITY PATCHING



NTS

 <p>NV5</p>	9800 IRVINE CENTER DRIVE IRVINE, CA 92618 TEL: (949) 565-0477 FAX: (949) 565-0423 WWW.NV5.COM		<p>CITY OF PLACENTIA</p> <p>TUFFREE BOULEVARD (BASTANCHURY RD TO LIVINGSTON AVE) RESIDENTIAL SLURRY SEAL PROJECT EXHIBIT 3 (EXISTING CONDITION)</p>
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CONCEPTUAL PLAN PROPOSED IMPROVEMENTS

- 1 CLEAN, CRACK SEAL AND APPLY SLURRY SEAL (TIRE RUBBER MODIFIED)
- 2 REMOVE AND CONSTRUCT PCC SIDEWALK
- 3 REMOVE AND CONSTRUCT ADA CURB RAMP
- 4 INSTALL STRIPING AND MARKING PER DETAIL SHOWN ON THE PLAN
- 5 INSTALL STOP BAR & LEGEND AS SHOWN ON THE PLAN

Exact location for pavement removal and reconstruction areas will be determined subsequent to field investigation.

This is a conceptual plan. Subsequent to conducting a survey and a comprehensive field investigation, a complete set of construction plans will be prepared. The plans will include appropriate notes and details for the proposed slurry seal project.



 <p>8800 IRVINE CENTER DRIVE IRVINE, CA 92618 TEL: (949) 585-0477 FAX: (949) 565-0433 WWW.NV5.COM</p>		<p>CITY OF PLACENTIA</p>
		<p>TUFFREE BOULEVARD (BASTANCHURY RD TO LIVINGSTON AVE) RESIDENTIAL SLURRY SEAL PROJECT EXHIBIT 4 (PROPOSED CONDITION)</p>

F. REFERENCES

REFERENCES

Provided below are references of clients for whom engineering design services have been performed in the last five years that are comparable in quality and scope to that specified in this RFP. Our team has successfully provided similar services on myriad projects, and a full list of our project experience is available upon request.



CITY OF POMONA

Laura Lara
Engineering Associate
909.620.2275
laura_lara@ci.pomona.ca.us

Citywide Street Improvements

Our team provided design and construction support services for the \$1.5M street rehabilitation project.

Key Personnel

David Niknafs, Art Biscocho
Dates: October 2015-February 2016



CITY OF LA HABRA HEIGHTS

Fabiola Huerta
City Manager
562.694.6302
fhuerta@lhhcity.org

Citywide Street Improvements

NV5 provided engineering design services for the preparation of plans, specifications and cost estimates for the City's annual citywide street and drainage improvements.

Key Personnel

David Niknafs, Art Biscocho
Dates: December 2017-May 2018



CITY OF VILLA PARK

Steve Franks
City Manager
714.998.500
sfranks@villapark.org

FY 2017-18 Annual Street Rehabilitation

Our team provided plans, specifications, and estimates for the annual rehabilitation project.

Key Personnel

David Niknafs, Art Biscocho,
Temo Molina
Dates: December 2017-July 2018



CITY OF LAWDALE

Kevin Moghadasi
Project Manager
Public Works Department
310.973.3265
kmoghadasi@lawndalecity.org

FY 2018-19 Street Improvements

Our team is preparing the plans, specifications and estimate for the rehabilitation of several alleyways.

Key Personnel

David Niknafs, Art Biscocho
Dates: July 2018-Current



CITY OF COSTA MESA

Bart Mejia
City Engineer
714.754.5378
bart.mejia@costamesaca.gov

Various Streets Improvements

NV5 is providing engineering design services for the City's FY 2017-18 Capital Improvement Projects.

Key Personnel

David Niknafs, Art Biscocho,
Temo Molina
Dates: February 2019-Current

F. REFERENCES

TERMINATED CONTRACTS

To the best of our knowledge, there were no similar public agencies for which contracts were terminated in the last three years.

G. CERTIFICATION OF PROPOSALS

APPENDIX A

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated April 4, 2019 and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated April 4, 2019.
5. This firm has carefully read and fully understands all of the items contained in Section 9, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for one-hundred twenty (120) days from May 16, 2019.

Name of Firm: NV5, Inc.

By: 
(Authorized Signature)

Type Name: Jeffrey M. Cooper, PE

Title: Director of Infrastructure

Date: May 16, 2019

COST PROPOSAL

COST PROPOSAL

Our total cost proposal for all services to be delivered is included in a separately sealed envelope labeled "Fee Proposal."



APPENDIX

APPENDIX - ADDENDUM 1



CITY OF PLACENTIA

**REQUEST FOR PROPOSALS
PROFESSIONAL ENGINEERING DESIGN SERVICES
FOR
FY 2019-20 Residential Slurry Seal and Arterial Roadway Rehabilitation
Projects**

SUBJECT: Addendum #1

DATE: May 7, 2019

ADDENDUM ACKNOWLEDGMENT:

Firm Name: NV5, Inc.

Authorized Signature: 

Date: May 8, 2019

Acknowledgment of Receipt of Addendum #1 is required by signing.



FEE PROPOSAL
City of Placencia
Professional Engineering Design Services
FY 2019-20 Residential Slurry Seal and Arterial Roadway Rehabilitation Projects

TASK NO.	WORK DESCRIPTION	PROJECT QA/QC MANAGER \$180		PROJECT MANAGER \$180		PROJECT ENGINEER \$130		CAD DESIGNER \$90		SURVEY/ GEOTECH/ TRAFFIC	TOTAL FEE
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$		
1.0	Survey, Pavement Investigation, Preliminary & Final Design										
1.1	Project Administration, Meetings and Coordination		\$0	12	\$2,160	4	\$520		\$0		\$2,680
1.2	Obtain & Review Record Drawings/As-Built Plans		\$0	2	\$360	4	\$520	4	\$360		\$1,240
1.3	Utility Notification and Coordination		\$0	4	\$720	8	\$1,040	4	\$360		\$2,120
1.4	Field Review		\$0	4	\$720	12	\$1,560	12	\$1,080		\$3,360
1.5	Design Survey		\$0	2	\$360	2	\$260	4	\$360	\$29,000	\$29,980
1.6	Pavement Investigation and Report		\$0	2	\$360	2	\$260	2	\$180	\$38,000	\$38,800
1.7	Traffic Signal Safety Improvements Design (3 Intersections)		\$0	1	\$180	2	\$260	2	\$180	\$32,000	\$32,620
1.8	Storm Water Pollution Prevention Plan (SWPPP)		\$0	8	\$1,440	30	\$3,900	24	\$2,160		\$7,500
1.9	Survey and Design of Curb Ramps (40 Ramps)	8	\$1,440	18	\$3,240	30	\$3,900	38	\$3,420	\$28,000	\$40,000
1.10	Prepare 60% Plans	8	\$1,440	102	\$18,360	198	\$25,740	298	\$26,820		\$72,360
1.11	Prepare 90% Plans	8	\$1,440	57	\$10,260	108	\$14,040	150	\$13,500		\$39,240
1.12	Prepare Final Plans	8	\$1,440	12	\$2,160	32	\$4,160	50	\$4,500		\$12,260
1.13	Prepare Specifications	1	\$180	4	\$720	14	\$1,820	2	\$180		\$2,900
1.14	Prepare Quantities and Cost Estimate	1	\$180	4	\$720	12	\$1,560	2	\$180		\$2,640
1.15	Construction Support Services (Review and Respond to RFIs & Submittals)		\$0	55	\$9,900	50	\$6,500	40	\$3,600		\$20,000
1.16	Reimbursable (printing & deliveries)										\$800
	Subtotal	34	\$6,120	287	\$51,660	508	\$66,040	632	\$56,880	\$127,000	
Total Fee											\$308,500



ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
AS REQUIRED BY CONTRACT

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

000200075605704057566533





Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

This endorsement modifies insurance provided under the following:

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

SCHEDULE
Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

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

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 23, 2019

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE CITYWIDE TRAFFIC SIGNAL REPAIR PROJECT (MULTIPLE PROJECT NO.'S)**

FISCAL
IMPACT: EXPENSE: \$331,987.63 FINAL PROJECT COST
BUDGETED: \$453,596.00 FY 2018-19 CIP BUDGET

SUMMARY:

On June 5, 2018, City Council awarded a contract to Siemens Industry, Inc., for construction of the Citywide Traffic Signal Repair Project. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk Recorder's Office in the amount of \$331,987.63.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by Siemens Industry, Inc., for construction of the Citywide Traffic Signal Repair Project in the total amount of \$331,987.63; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

DISCUSSION:

This project implemented numerous repairs and improvements of a non-emergency nature to several signalized intersections. The work included the replacement of non-repairable equipment such as traffic signal cabinets and controllers, electric meter pedestals, pulling new electrical conductors, and repairing vehicle detection devices. The project also included the installation of a new advance signal head at Bastanchury and Valencia and a new protected left turn signal phase at Alta Vista and Kraemer. Work on this project began in September 2018 as there was a long lead time in receiving numerous components and pieces of equipment. The project was

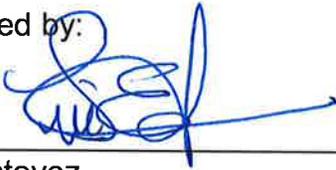
1. n.
July 23, 2019

completed in its entirety on July 3, 2019 and required two contract change orders that were administratively approved by the City Administrator as they were within his approval limit. The change orders resulted in a net construction cost increase of 1.7% or \$5,562.63. Approval of the Notice of Completion is the final step in this project and, if approved by the City Council, will be recorded with the Orange County Clerk-Recorder's Office starting the 30-day window to file any construction claims against the contractor.

FISCAL IMPACT:

The Fiscal Year (FY) 2018-19 Capital Improvement Program Budget included \$453,596 in funds for this Project. The funds used to construct this project are a combination of Measure M, Gas Tax, and Traffic Development Impact Fees. The final construction cost of the project amounts to \$331,987.63. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:



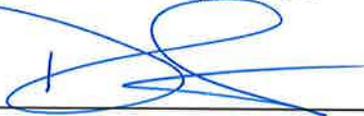
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Notice of Completion

<p>RECORDING REQUESTED BY</p> <p>AND WHEN RECORDED MAIL TO</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>Name City Clerk</p> <p>Street City of Placentia</p> <p>Address 401 E. Chapman Ave.</p> <p>City & Placentia, CA 92870</p> <p>State</p> </div>	<p style="text-align: center;">SPACE ABOVE THIS LINE FOR RECORDER'S USE</p> <p style="text-align: center; font-size: small;">Free Recording Per Government Code Section 27383 & 6103</p>
--	---

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

4. The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

N/A

6. A work of improvement on the property hereinafter described was completed on July 3, 2019. The work done was:

Repairs and improvements to several signalized traffic intersections. This work included the installation of new traffic signal cabinets and controllers, vehicle detection devices and new protected left turn signal phasing.

The name of the contractor, if any, for such work of improvement was Siemens Industry, Inc.

7. 2250 Business Way, Riverside, CA 92501

6/5/2018

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

8. The property on which said work of improvement was completed is in the city of Placentia
County of Orange, State of California, and is described as follows: Citywide Traffic Signal Repair Project Project No. 2018-01

9. The street address of said property is "none"

(If no street address has been officially assigned insert "none")

CITY OF PLACENTIA

Dated: July 23, 2019

Verification for Individual Owner

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Administrator the declarant of the foregoing
("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 23, 2019, at Placentia, California
(Date of Signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: JULY 23, 2019

SUBJECT: **RESOLUTION AMENDING THE CITY'S CONFLICT OF INTEREST CODE**

FISCAL
IMPACT: NONE

SUMMARY:

The Political Reform Act (California Government Code § 87306.5) requires every local government agency to review and, if necessary, amend its Conflict of Interest Code ("Code") biennially. A Conflict of Interest Code designates which City officials and employees must file a Fair Political Practices Commission Statement of Economic Interests (Form 700) disclosing certain financial interests. This action amends the City's Conflict of Interest Code to add or delete certain designated positions and to make other modifications relating to disclosure categories.

RECOMMENDATION:

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

1. Review the proposed amendments to the City's Conflict of Interest Code, provide input and/or updates as necessary; and
2. Approve Resolution R-2019-XX, A Resolution of the City Council of the City of Placentia, California, amending the City's Conflict of Interest Code.

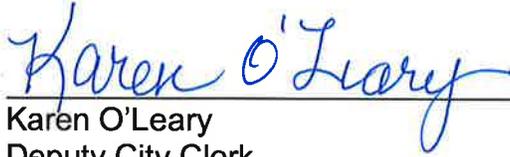
DISCUSSION:

State law requires every public agency in California to review their Conflict of Interest Code every other (even) year. The City last amended its Code in 2016.

The following amendments to the Code are requested: (a) inclusion of new positions as Code filers, (b) the revision of titles of existing positions, and (c) the deletion of positions that have been abolished. Positions that are proposed to be included in the Code are indicated in ***bold italics***. These are positions that have been approved by the City Council in the City's current Position Allocation Plan. Positions that are proposed to be eliminated from the Code are indicated by ~~strikethrough~~. The positions that are proposed for elimination are positions that are no longer part of the City's Position Allocation Plan and are not anticipated to be returned to the Plan within the foreseeable future.

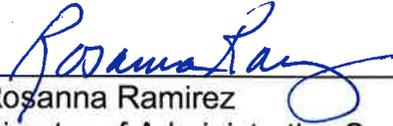
1. o.
July 23, 2019

Prepared by:



Karen O'Leary
Deputy City Clerk

Reviewed and approved:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2019-XX – Amending the Conflict of Interest Code
2. Exhibit "A": Conflict of Interest Code
3. Attachment "B": Disclosure Categories

RESOLUTION NO. R-2019-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING THE CITY'S CONFLICT OF INTEREST CODE

A. Recitals

(i) The Political Reform Act, California Government Code § 81000, *et seq.*, requires every city to adopt and promulgate a Conflict of Interest Code.

(ii) The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations, § 18730, which contains the terms of a standard Conflict of Interest Code which may be adopted and incorporated by reference.

(iii) The standard Conflict of Interest Code contained in § 18730 continues to be amended to conform to amendments in the Political Reform Act after public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, California Government Code § 11370, *et seq.*

(iv) The City Council of the City of Placentia has previously adopted the provisions of Title 2 of the California Code of Regulations, § 18730 and amendments duly adopted by the Fair Political Practices Commission.

(v) Changed circumstances, including the necessity to clarify disclosure categories and the establishment and deletion of certain departmental positions, as well as changes in job titles and responsibilities, necessitate further modifications regarding designated positions and disclosure categories.

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

B. Resolution

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

1. Appendix "A" and Appendix "B" of the City of Placentia Conflict of Interest Code hereby are amended to read, in words and figures as set forth in new Appendix "A" and Appendix "B," attached hereto and by this reference incorporated herein, effective as of the date of adoption of this Resolution.

2. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED AND ADOPTED this 23rd day of July 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 23rd day of July 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

APPENDIX "A"

CONFLICT OF INTEREST CODE

**DESIGNATED
EMPLOYEES**

**DISCLOSURE
CATEGORIES**

Administrative Department

*City Administrator	Per Gov't Code §87200
*City Attorney	Per Gov't Code §87200
Assistant City Attorney	1
Assistant City Administrator	1
Director of Administrative Services	1
Management Analyst	2,6
Chief Deputy City Clerk	3
<i>Deputy City Clerk</i>	3
Human Resources Analyst	2,6
Senior Management Analyst	2,3,5
Executive Assistant to the City Administrator	3
IT Project Manager	3,5

Public Works

City Engineer	1
Management Analyst	3,5
Director of Public Works	1
Senior Management Analyst	3,5
Maintenance Crew Leader	3
Public Works Superintendent	3,5
Public Works Manager	3,5
<i>Transportation Manager</i>	3,5
<i>Public Works Supervisor</i>	4,5

Development Services Department

Director of Development Services	1
Associate Planner	3,5
Economic Development Manager/Asst. to City Administrator	3,5
Senior Planner	3,5
Building Inspector	3,5
Management Analyst (Communications & Marketing)	2,6

Finance Department

*Chief Financial Officer	Per Gov't Code §87200
<i>Director of Finance</i>	<i>Per Gov't Code §87200</i>
Accountant	3
Senior Accountant <i>III</i>	3
Accounting Technician	3

Management Analyst	2,5,6
Finance Services Manager	1
Accounting Manager	3,5
Senior Accounting Technician	3
Senior Financial Analyst	3

Police Department

Chief of Police	1
Police Captain	1
Police Lieutenant	1
Police Sergeant	3
Management Analyst	3
Police Services Supervisor	4,5
Police Services Officer/Community Svcs. Officer	4,5
Police Property Technician	3
Code Enforcement Manager	3
Senior Management Analyst	3

Community Services Department

Director of Community Services	1
Community Services Supervisor	3
Community Services Coordinator	3
Management Analyst	3

Elected Officials/Commission and Committee Members

City Clerk	1
*City Treasurer	Per Gov't Code §87200
*City Councilmember	Per Gov't Code §87200
*Planning Commissioner	Per Gov't Code §87200
Financial Audit Oversight Committee	1
Economic Development Committee	1
Recreation & Parks Commissioner	1
(Excluding any "Teenage" Commissioner)	
Cultural Arts Commissioner	1
Traffic Safety Commissioner	1
(Excluding any "Teenage" Commissioner)	
Oversight Board Members Staff	7
Oversight Board Staff	7
Citizens' Oversight Committee	1

*These designated persons report as provided by Gov't Code Sections 87200 et seq.

Consultants

The City Administrator shall determine whether or not a consultant will act in a decision making capacity. If he or she determines that the consultant is not to act in a decision making capacity, then a written record shall be made of that determination and the consultant is not required to file a "Statement of Economic Interests". If the City Administrator determines that the consultant shall or is expected to act in a decision making capacity, then he or she shall also determine which disclosure categories shall apply to that consultant and a written record shall be made of that determination which shall be kept with the Conflict of Interest Code by the City Clerk.

APPENDIX "B"

DISCLOSURE CATEGORIES

Disclosure Category 1: Broad responsibilities. Full Disclosure

Persons in this category shall disclose all applicable investments, business positions, and sources of income, including gifts, loans and travel payments. Persons in this category shall further disclose applicable interests in real property located in the City, including property located within a two mile radius of the City or of any property owned or used by the City.*

Disclosure Category 2: City-wide Purchasing Responsibilities

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which provide services, supplies, materials, machinery, or equipment of the type utilized by the City*

Disclosure Category 3: Department/Division Purchasing Responsibilities

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which provide services, supplies, materials, machinery, or equipment of the type utilized by the designated employee's department or division.*

Disclosure Category 4: Regulatory Power

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from any source which is subject to the regulatory, permit, or licensing authority of the designated employee's department or division.*

Disclosure Category 5: Decision-Making Authority Affecting Real Property

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from sources which engage in land development, construction, or the acquisition or sale of real property. Persons in this category shall further disclose all interests in real property located in the City, and within a two mile radius of the City or of any property owned or used by the City.*

Disclosure Category 6: Decision-Making Authority Affecting Claims and/or Insurance

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from:

A) Persons or entities which provide services, supplies, materials, machinery or equipment of the type utilized by the City. Business positions in business entities that manufacture, sell, supply, or promote personnel training materials or that offer personnel consulting services, and that do business, or expect to do business, within the City.

B) Entities which are engaged in the business of insurance including, but not limited to, insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries.

C) Financial institutions including, but not limited to, banks, savings and loan associations and credit unions.

D) Entities or persons who have filed a claim, or have a claim pending, against the City which is reviewed by the designated employee's department or division.

E) Income received from investments in, and business positions in business entities that offer, sell, or service group medical insurance, group life insurance, group dental insurance, pension plans, or that make investments, or any way manage funds relating thereto, and that do business, or expect to do business, within the City.*

Disclosure Category 7: Investment Responsibilities

Persons in this category shall disclose all applicable investments, business positions, and income, including loans and gifts, from financial institutions doing business with or eligible to do business with the City.*

***Definitions**

"Applicable investments" relates to investments held by the designated employee, spouse and dependent children with an aggregate value of \$2,000 or more located or doing business in the jurisdiction. It includes investments held by a business entity or trust in which the designated employee, spouse and dependent children have an aggregate interest of 10% or greater.

"Applicable business positions" relates to positions in which the designated employee was a director, officer, partner, trustee, employee or held any position of management during the period covered by the report, even if the designated employee received no income from the business entity during the period.

"Applicable income" includes the designated employee's gross income (including loans) and the employee's community property interest in his or her spouse's gross income aggregating \$500 or more received from any source located in or doing business in the jurisdiction. Please note that loans are reported on a separate schedule.

"Applicable gift" includes anything of value for which the designated employee has not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is \$50 or more. In addition, multiple gifts aggregating \$50 or more received during the reporting period from a single source must be reported. Unless otherwise expressly limited in the Disclosure Categories, gifts are reportable without regard to where the donor is located.

“Applicable interest in real property” includes those located in the jurisdiction in which the employee, spouse, or dependent children had a direct, indirect, or beneficial interest aggregating \$2,000 or more any time during the reporting period.

The employee is not required to report a residence used exclusively as a personal residence.

“Jurisdiction” means the City of Placentia. Real property is deemed to be “within the jurisdiction” if the property or any part of it is located in or within two miles of the boundaries of the City or any property owned or used by the City, unless a smaller area is specified in the Disclosure Category.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF FINANCE
DATE: JULY 23, 2019
SUBJECT: **SECOND QUARTER FISCAL YEAR 2018-19 FINANCIAL UPDATE**
FISCAL
IMPACT: NONE

SUMMARY:

The Finance Department routinely prepares financial reports to update the City Council and the community of the City's fiscal position. As directed by the City Council, Staff is to report the City's financial condition at the end of each quarter of the fiscal year. The second quarterly financial update report is attached and contains information from the period beginning October 1, 2018 and ending December 31, 2018.

RECOMMENDATION:

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

Receive and file the Second Quarter Fiscal Year 2018-19 Financial Update for Period Ending December 31, 2018.

DISCUSSION:

Revenues & Transfers-in

As of December 31, 2018, the City has received approximately 34% or \$10.9 million in General Fund revenues anticipated for Fiscal Year 2018-19. The total revenues collected for the current year reflect an increase of \$300,000 compared to the prior year's second quarter financials.

Transfers-in for the quarter ending December 31, 2018 total \$1,711,000. Transfers-in make up 14% of the General Fund revenues.

Charges for Services revenue has increased by \$338,000, largely due to receipt of \$250,000 in developer fees from SC Development and an increase in engineering fees by \$70,000; Permit revenues increased by \$155,000; Business License Fees increased by \$133,000; and Property Taxes increased by \$102,000.

It should be noted that Lease Revenues are down \$467,000 compared to the prior year due to the delay in receiving the Lamar payment. On November 13, 2018, the City settled litigation with Lamar and expected to collect the leasing fees per the amended Design-Build-Operate-Maintain Agreement ("DBOM Agreement") but there was a delay in implementation of the Agreement.

Intergovernmental Revenues have increased \$26,000 and reimbursement through the School Resource Officer ("SRO") contract (for two officer salaries) is anticipated to be received prior to the end of the fiscal year.

Investment Income is up 35% (or \$8,000) due to improved interest rates.

Refunds & Reimbursements have increased compared to the prior year due to receipt of Recognized Obligation Payment Schedule ("ROPS") revenue (\$37,000) and revenue received from the Library for shared expenses. This revenue was previously recorded as an offset to the expense, but an accounting change was made to properly record it as a reimbursement revenue.

Revenue increases outweigh revenue decreases, providing a 1.25% increase overall.

Expenditures & Transfers-out

The City has spent 45% or \$15.513 million of the \$34.690 million that has been appropriated (including transfers-out) in the General Fund for Fiscal Year 2018-19. Total expenditures are decreased by \$311,000 in comparison to the previous year's second quarter expenditures.

The Animal Control division, Debt Service departmental unit, and Capital Improvement Programs departmental unit reflect the largest increases in expenditures, compared to the prior year.

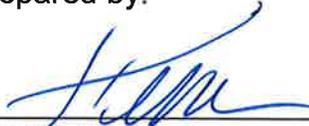
- Animal Control expenditures increased by \$69,000 (400%) in comparison to the previous year's second quarter. This is because the 1st Quarter Animal Service contract payment was not paid until the 3rd Quarter in FY 2017/18; however, the 1st Quarter payment in FY 2018/19 was paid on-time in the 2nd Quarter
- Debt Service increased \$501,000 (233%) due to the prepayment of the principal for the working capital deficit bond. The bond covenants required prepayment due to the General Fund 2017-18 ending fund balance.
- The FY 2018-19 budget reflects the first year that Capital Improvement Programs projects being direct charged to individual funds. To date, \$178,000 in Capital Improvement projects have been direct charged to the General Fund.

Notable decreases to expenditures include the Police and Community Services departments.

- Due to a reduction in staffing levels and several vacancies, expenditures are down by \$1,011,000 (17%) in the Police Department, mostly associated with salaries and benefits, such as PERS.
- The Community Services expenditures are down \$187,000 (22%) due to a reduction in staffing levels and reduced services.

The reductions in expenditures outweigh the increases, providing an overall reduction of 2% compared to the prior year.

Prepared by:

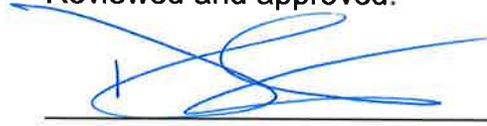


Jessica Terra
Senior Financial Analyst

Reviewed and approved:

Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Revenues, Expenditures & Fund Balances – All Funds Summary, Period Beginning October 1, 2018 and Ending December 31, 2018
2. General Fund Revenues, Expenditures and Changes in Fund Balance – Budget and Actual, Period Ending December 31, 2018

City of Placentia
Revenues, Expenditures and Fund Balance - All Funds Summary
Second Quarter Period Ending December 31, 2018

	[A] OPENING	[B] BUDGET	[C] ACTUAL	[D] BUDGET	[E] ACTUAL	[F] = [A]+[B]-[D] BUDGETED	[G] = [A]+[C]-[E] ACTUAL
	Fund Balance	Revenues & Transfers In	Revenues & Transfers In	Expenditures & Transfers Out	Expenditures & Transfers Out	Fund Balance	Fund Balance
	7/1/2018 *	FY 2018-19	12/31/2018	FY 2018-19	12/31/2018	12/31/2018	12/31/2018
GENERAL FUND							
10 General Fund - Unassigned (101)	72,245	35,340,627	12,586,407	35,070,988	15,513,493	341,884	(2,854,840)
10 General Fund - Committed (101)	3,400,000	-	-	-	-	3,400,000	3,400,000
Total General Funds	3,472,245	35,340,627	12,586,407	35,070,988	15,513,493	3,741,884	545,160
SPECIAL REVENUE FUNDS							
16 Utility User Tax (201)	-	2,500,000	1,198,956	2,500,000	1,300,000	-	(101,044)
17 Gas Tax (205)	-	1,135,809	455,399	1,135,809	489,285	-	(33,886)
18 Measure M (210)	231,615	909,249	360,304	1,105,416	161,506	35,448	430,413
19 Air Quality (215)	183,696	91,000	17,109	258,709	30,733	15,987	170,072
21 Asset Seizure (225)	212,586	-	1,904	20,360	25,327	192,226	189,163
22 Supplemental Law Enforcement (230)	32,270	142,000	101,990	173,000	50,000	1,270	84,260
23 Park Development (235)	21,061	-	-	1,820	-	19,241	21,061
24 Sewer Construction (240)	21,030	-	-	-	-	21,030	21,030
25 Storm Drain Construction (245)	23,453	-	-	20,000	-	3,453	23,453
26 Thoroughfare Construction (250)	66,299	-	-	58,134	58,134	8,165	8,165
28 Street Lighting District (260)	-	389,875	203,684	378,250	158,317	11,625	45,367
29 Landscape Main District 92-1 (265)	14,050	428,000	228,117	433,630	211,002	8,420	31,165
30 Housing & Community Development (270)	(14,553)	472,223	-	472,223	73,705	(14,553)	(88,258)
34 Affordable Housing In-Lieu (405)	56,474	75,000	-	98,500	2,538	32,974	53,936
50 Miscellaneous Grants (280)	92,142	208,532	13,228	204,669	67,048	96,005	38,322
51 Traffic Offender (226)	54,095	950	143	48,864	48,864	6,181	5,374
52 2011 Gas Tax COP (206)	486,681	484,794	116,845	484,144	112,872	487,331	490,654
53 Housing Successor Agency (207)	1,595,843	24,814	93,750	-	-	1,620,657	1,689,593
55 Public Safety CFD 2014-01 (261)	9,787	30,358	15,094	36,000	2,126	4,145	22,755
57 Public Safety Mitigation (241)	(34,129)	-	-	2,409	-	(36,538)	(34,129)
58 Public Education Government (PEG) (211)	(128)	45,000	5,379	59,517	32,971	(14,645)	(27,720)
59 Rehab Reimbursement (116)	211,846	-	-	-	2,023	-	209,823
60 Road Maint. & Rehab. Account (RMRA) (209)	80,964	836,537	388,516	917,501	50,217	-	419,263
61 North OC Public Safety Grant (228)	101,929	345,000	310,000	446,929	231,265	-	180,664
62 Comm. Based Trans. Housing Grant (229)	1,334,500	-	-	662,916	101,606	671,584	1,232,894
63 Citywide Park & Rec. Impact Fee (236)	-	102,000	6,102	57,000	-	45,000	6,102
64 Citywide Sewer Impact Fee (237)	-	-	-	-	-	-	-
65 Citywide Traffic Impact Fee (238)	95,950	25,132	2,766	120,500	-	582	98,716
66 Citywide Stormdrain Impact Fee (239)	-	-	-	-	-	-	-
67 Citywide Public Safety Impact Fee (242)	59,085	31,876	2,056	62,720	210,415	28,241	(149,274)
68 Citywide Affordable Housing Impact Fee (244)	-	898,039	-	-	-	898,039	-
69 Citywide Quimby In Lieu Program (243)	-	-	-	-	-	-	-
70 TOD Traffic Impact Fee (246)	-	-	53	-	-	-	53
71 TOD Sewer Impact Fee (247)	(18,442)	351,588	-	570,018	85,394	(236,872)	(103,836)
72 TOD Streetscape Impact Fee (248)	-	-	-	-	-	-	-
73 Asset Seizure - 15% Training Set Aside (224)	(45,304)	-	336	100,000	65,643	(145,304)	(110,611)
74 General Plan Update Impact Fee (233)	-	105,000	52,225	70,000	62,616	35,000	(10,390)
75 Technology Impact Fee (234)	-	50,000	25,741	50,000	-	-	25,741
76 Explorer Grant (227)	82,050	64,400	-	133,088	76,912	13,362	5,138
77 OC Auto Theft Task Force (OCATT) Fund (281)	-	103,705	-	103,705	-	-	-
78 Placentia Regional Navigation Center (231)	-	5,650,000	-	5,650,000	-	-	-
79 Measure U Fund (117)	-	1,000,000	-	500,000	-	-	-
Total Special Revenue Funds	4,954,850	16,500,881	3,599,696	16,935,831	3,710,517	3,808,054	4,844,029
CAPITAL PROJECTS FUND							
33 City Capital Projects (401)	(497,868)	1,776,545	-	1,706,665	107,294	(427,988)	(605,162)
Total Capital Projects Funds	(497,868)	1,776,545	-	1,706,665	107,294	(427,988)	(605,162)
ENTERPRISE FUNDS							
37 Refuse Administration - Unrestricted (501)	(566,102)	3,090,155	1,682,237	3,060,180	1,282,553	(536,127)	(166,418)
48 Sewer Maintenance - Unrestricted (275)	9,460,958	1,100,437	352,651	1,892,808	485,100	8,668,587	9,328,510
Total Enterprise Funds	8,894,856	4,190,592	2,034,888	4,952,988	1,767,652	8,132,460	9,162,092
INTERNAL SERVICE FUNDS (ISF)							
39 Employee Health & Welfare (601)	(15,971)	1,392,575	695,724	1,392,575	735,503	(15,971)	(55,750)
40 Risk Management (605)	219,292	1,263,750	631,875	1,263,750	597,156	219,292	254,011
41 Equipment Replacement - Unrestricted (610)	26,227	-	12,271	-	-	26,227	38,498
Total Internal Service Funds	229,548	2,656,325	1,339,870	2,656,325	1,332,659	229,548	236,759
City Grand Total	17,053,631	60,464,970	19,560,862	61,322,797	22,431,615	15,483,958	14,182,878

City of Placentia

General Fund Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Second Quarter Period Ending December 31, 2018

	Budget		Actual 12/31/2018	% of Budget	Actual 12/31/2017	Change from Prior Year
	Original	Amended*				
REVENUES						
Property Taxes	\$ 15,306,781	\$ 15,262,000	\$ 5,287,518	34.64%	\$ 5,185,958	\$ 101,560
Sales and Use Taxes	6,555,900	6,548,000	2,256,642	34.46%	2,259,894	(3,252)
Real Property Transfer Taxes	224,000	207,000	83,317	40.25%	97,735	(14,418)
Transient Occupancy Taxes	993,000	1,002,000	363,763	36.30%	378,299	(14,536)
Franchise Fees	2,273,000	2,308,000	647,968	28.07%	660,261	(12,293)
Business Licenses	987,000	964,000	230,140	23.87%	97,030	133,110
Lease Revenues	1,564,269	1,623,000	331,864	20.45%	798,573	(466,709)
Per Barrel Tax	40,000	40,000	28,398	70.99%	24,042	4,356
Permits	780,700	935,700	454,689	48.59%	300,165	154,524
Fines & Forfeitures	417,000	406,000	213,878	52.68%	236,078	(22,200)
Investment Income	69,000	160,000	31,753	19.85%	23,524	8,229
Intergovernmental	23,400	384,000	53,202	13.85%	26,489	26,713
Charges for Services	1,710,707	1,182,400	819,601	69.32%	515,054	304,547
Sales of Real Property	-	-	-	0.00%	-	-
Refund & Reimbursements	134,986	1,013,500	149,786	14.78%	49,748	100,038
Sub-total	31,079,743	32,035,600	10,952,518	34.19%	10,652,850	299,668
Transfer In	3,422,533	3,305,027	1,711,267	51.78%	\$ 1,854,996	(143,730)
Total Revenues	\$ 34,502,276	\$ 35,340,627	\$ 12,663,785	35.83%	\$ 12,507,846	\$ 155,939
Legislative	\$ 910,216	\$ 1,116,273	\$ 378,197	33.88%	\$ 394,942	(16,745)
Administration	2,056,935	1,825,846	771,935	42.28%	827,529	(55,594)
Finance	1,242,742	1,083,262	427,909	39.50%	492,554	(64,645)
Development Services ¹	1,043,733	978,561	441,485	45.12%	363,789	77,696
Public Safety - Police ¹	11,245,134	11,153,422	5,039,261	45.18%	6,050,201	(1,010,940)
Public Safety - Fire & Paramedic	6,421,986	6,424,086	3,211,678	49.99%	3,043,307	168,371
Public Safety - Animal Control	360,970	360,970	86,535	23.97%	17,252	69,283
Public Works	3,133,850	3,491,409	1,413,243	40.48%	1,444,012	(30,769)
Community Services	1,481,995	1,381,582	672,510	48.68%	859,312	(186,802)
Environmental Services	-	-	-	0.00%	7,727	(7,727)
General Government	4,075,540	4,285,045	2,059,438	48.06%	1,962,822	96,616
Debt Service	1,443,693	1,443,693	715,959	49.59%	214,915	501,044
Sub-total	33,416,794	33,544,149	15,218,149	45.37%	15,678,360	(460,211)
Capital Improvement Programs	915,696	1,271,964	177,906	13.99%	-	177,906
Transfers Out	234,875	254,875	117,438	46.08%	\$ 145,642	(28,205)
Total Expenditures	\$ 34,567,365	\$ 35,070,988	\$ 15,513,493	44.23%	\$ 15,824,002	\$ (310,510)
Net Increase (Decrease) Fund Balance	\$ (65,089)	\$ 269,639	\$ (2,849,708)			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 23, 2019

SUBJECT: **EXCLUSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE AND THE CITIES OF PLACENTIA AND BUENA PARK FOR ADDITIONAL COUNTY FUNDING FOR THE OPERATION OF NORTH SPA NAVIGATION CENTERS.**

FISCAL
IMPACT: REVENUE: \$625,000 FROM THE COUNTY OF ORANGE FOR OPERATIONS

SUMMARY:

This Memorandum of Understanding (MOU) establishes a cooperative funding agreement for the operation of "Navigation Centers" ("Centers") in the Cities of Placentia and Buena Park that will serve homeless individuals located within the North Service Planning Area of Orange County. This MOU is reflective of the County's commitment of additional funding for operations of the proposed navigation centers and is in addition to the HEAP grant awards previously awarded to the cities.

RECOMMENDATION:

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

1. Approve the Memorandum of Understanding between the Cities of Buena Park and Placentia and the County of Orange; and
2. Authorize the City Administrator and/or his designee to make non-substantive amendments as necessary and execute the agreement on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

This MOU establishes a cooperative funding agreement for the operation of Centers that will serve homeless individuals within the North Service Planning Area of Orange County.

1. q.
July 23, 2019

Introduction

North Orange County SPA Efforts

To help provide a more regionally focused response to the homelessness crisis in Orange County, the County of Orange ("County") established three separate Service Planning Areas (SPA's) for the planning and delivery of homelessness services. The City of Placentia, along with the 12 other north Orange County cities, became part of the North Orange County SPA ("North SPA"). The North SPA, comprised of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Villa Park, Stanton, and Yorba Linda as well as the County, began working collectively to address homelessness in the region, including seeking the development of two (2) Centers to provide needed homeless services for the region.

Two locations for the development of Centers were identified – one in Placentia and the other in Buena Park. Placentia will provide 100 beds, and Buena Park will provide 125 beds, and both sites will operate similarly to the Bridges at Kraemer Navigation Center.

Funding for Center Operations

The estimated annual operational cost for the two centers is \$3,005,000.

Funding for Center operations is expected to be from County funds, SB 2 funds, and other local funds contributed by all other North SPA cities. Through this MOU, the County has committed to providing \$1.2 million for on-going, annual operations (\$625,000 each for Placentia and Buena Park). Future SB 2 funds will also provide for \$1.7 million annually for operations.

Memorandum of Understanding Terms and Conditions

To assist with the funding for the operations for Placentia and Buena Park Centers, a proposed MOU between the County, Placentia, and Buena Park has been negotiated. A summary of the terms and conditions of the MOU is provided below, in relevant part:

A. *The Parties believe that in order to address the issues related to homelessness, it is important that each Party express its commitment to the operation of their respective Site. As such, the County wishes to provide funding to the Cities to support their operation of their Sites in connection with providing for the social needs of the County population including, but not limited to, the areas of health, public safety, welfare and the needs of physically, mentally, and financially handicapped persons and aged persons.*

B. *In furtherance of this commitment, the County has agreed to provide up to Six Hundred Thousand dollars (\$625,000) to each City per year ("Funds") for a maximum of 10 years to support the Cities with their operation of the Sites. The Funds will be distributed by the County to each City per the requirements set forth in this Memorandum.*

C. *The Cities have agreed to operate their respective Site as an emergency homeless shelter for a minimum of 10 years from the Effective Date of this Memorandum as defined below. The Cities have agreed to operate the Sites pursuant to the requirements set forth herein.*

D. *The purpose of the Memorandum is to provide the basic understanding between the Parties with respect to the Funds and to set forth basic provisions that the Parties contemplate, including minimum requirements regarding the operation of the Sites by the Cities.*

Conclusion

The Cities of Placentia and Buena Park are committed to leading the North SPA cities in addressing the homelessness crisis in North Orange County. It is estimated that the Centers will be operational by early 2020, following completion of the necessary construction and tenant improvements.

The North SPA continues to be commended for the high level of cooperation among the 13 cities. This proposed MOU with the County would not be possible without the cohesive nature of all the cities being a part of the solution to address homelessness.

By executing the MOU, which specifically helps fund the operations of the two Centers in the north Orange County area, we will be complying with the federal mandate of Honorable David O. Carter, United States District Court Judge, which has threatened to prohibit cities from enforcing anti-camping laws if additional shelters or alternative housing are not provided. It is also believed these Centers will be in line with the recent ruling made in the *Martin v. the City of Boise* case. Overall, the North SPA cities believe that both the Buena Park and Placentia Centers are part of the region's commitment to continue to provide homeless individuals with the supportive services they need.

Prepared by:



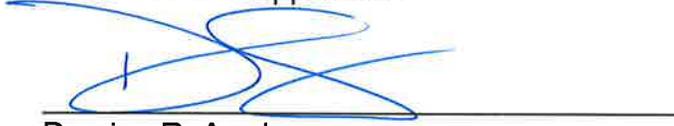
Sandra J. Gonzalez
Director of Community Services

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Proposed Exclusive Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“Memorandum”) dated as of the ____ day of _____, 2019 is between the City of Buena Park, a municipal corporation; the City of Placentia, a municipal corporation; (the aforementioned cities are sometimes referred herein individually as “City” and collectively as “Cities”; references to “Cities” shall include both Cities and each individual City); and County of Orange, a political subdivision of the State of California (“County”). The Cities and County are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

A. The Cities and County have been working cooperatively to assist and address issues related to homeless individuals and individuals at risk of homelessness. To that end, the City of Buena Park has selected a homeless shelter site (“Buena Park Site”), identified in Exhibit “1” attached herein and incorporated by reference, to assist with the temporary housing of homeless individuals and individuals at risk of homelessness. The City of Placentia is in the process of selecting a homeless shelter site (“Placentia Site”), identified in Exhibit “1” attached herein and incorporated by reference, to assist with the temporary housing of homeless individuals and individuals at risk of homelessness individuals. The Buena Park Site and the Placentia Site, individually are referred to as “Site”, and collectively will be referred to in this Memorandum as “Sites.”

B. The Parties believe that in order to address the issues related to homelessness, it is important that each Party express its commitment to the operation of their respective Site as identified in Exhibit “1” attached hereto and incorporated herein by reference. As such, the County wishes to provide funding to the Cities to support their operation of their Sites in connection with providing for the social needs of the County population including, but not limited to, the areas of health, public safety, welfare and the needs of physically, mentally, and financially handicapped persons and aged persons.

C. In furtherance of this commitment, the County has agreed to provide up to Six Hundred Thousand dollars (\$600,000) to each City per year (“Funds”) for a maximum of 10 years to support the Cities with their operation of the Sites. The Funds will be distributed by the County to each City per the requirements set forth in this Memorandum.

D. The Cities have agreed to operate their respective Site as an emergency homeless shelter for a minimum of 10 years from the Effective Date of this Memorandum as defined below. The Cities have agreed to operate the Sites pursuant to the requirements set forth herein.

E. The purpose of this Memorandum is to provide the basic understanding between the Parties with respect to the Funds and to set forth basic provisions that the Parties contemplate, including minimum requirements regarding the operation of the Sites by the Cities.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

EXHIBITS

This Memorandum is comprised of this document and the following exhibits, which are attached hereto and incorporated by reference into this Memorandum:

Exhibit 1 – List of Sites

Exhibit 2 – Drug Free Workplace Certification

I. Term, Termination, and Recapture:

A. **Term:** This Memorandum shall be effective as of the date the last of the Parties has executed the same, or the date on which the County Board of Supervisors' approves the Memorandum, whichever occurs later ("Effective Date"). This Memorandum shall remain in full force and effect for 10 years ("Term") subsequent to the Effective Date, unless terminated pursuant to the provisions of paragraphs B and C below.

B. **Termination:** In addition to any other remedies or rights it may have by law, the County has the right to immediately terminate this Memorandum with either or both Cities, without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of any provision of this Memorandum by either of the Cities, or any misrepresentation or fraud on the part of either of the Cities. The County may exercise its right to terminate the Memorandum, for cause or without cause, without liability, fee, cost, expense, penalty, or charge of any kind and the County's termination of the Memorandum shall relieve the County of all further obligations. If the County exercises its right to terminate this Memorandum, for cause or without cause, with only one of the Cities, all requirements set forth in this Memorandum shall remain in full force and effect between the County and the non-terminated City. County reserves the right to terminate this Memorandum as to both Cities pursuant to this provision.

C. **Recapture of Funds:** If this Memorandum is terminated, the terminated City shall return to the County one-twelfth (1/12) of Six Hundred Thousand dollars received by the terminated City for each month remaining in the County's fiscal year the Funds were intended for, from the date of termination or the date of default, if any, for County to choose at its sole discretion. If the City fails to operate their Site as required under this Memorandum, materially breaches any provision of this Memorandum, or fails to comply with requirements set forth in this Memorandum ("Defaulting City"), the Defaulting City shall return to the County one-twelfth (1/12) of Six Hundred Thousand dollars received by the Defaulting City for each month remaining in the County's fiscal year Funds were intended for, from the date (1) that the Defaulting City failed to operate its respective Site as required under this Memorandum, (2) that the Defaulting City failed to comply with requirements set forth in this Memorandum, or (3) of the termination letter if any, to be chosen by the County at its sole discretion. Upon receipt of a notice of termination or demand to recapture Funds, the City or Cities have 60 days to return all or portions of the Funds identified in this section to the County. All references to the fiscal year in this memorandum shall be the County's fiscal year starting July 1 of each year and ending June 30 of the next year.

II. CITY'S RESPONSIBILITIES:

A. At least ninety (90) days prior to the initial opening of the Sites to operate as an emergency homeless shelter, each City must provide the County a notice in writing ("Notice of Start Date") which states the estimated operation start date of each City's Site.

B. The Cities shall operate the Sites as low barrier year-round emergency homeless shelters for ten years from the Effective Date of this Memorandum. In the event that any of the Cities procure an operator to operate the Sites, the Cities shall provide the County with the name of the operator and the Cities must procure the operator, pursuant to requirements as set forth in the applicable local, state and federal statutes and regulations including but not limited to requirements set forth pursuant to and related to the source of the Funds identified by the County. The County may modify or change the source of Funds at any time with 30 days prior notice to the Cities and will communicate the source of the Funds and identify any changes that may be required of the Cities regarding the operation of the Sites to comply with the new funding source. so. The Cities shall comply with all applicable local, state and federal statutes and regulations, and other requirements related to the source of the Funds within 30 days after the County identifies the source of the Funds or any change or modification to the source of the Funds and shall continue the compliance throughout the term of this Memorandum.

C. The Cities warrant, represent, and covenant that the Funds must be used for the operation of the Sites and cannot be used for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this Memorandum. The Cities hereby warrant, represent, and covenant that the Cities must comply with all applicable local, state or federal guidelines, regulations, requirements and statutes and/or as required under the laws or regulations relating to the source of the Funds to be transferred by the County to the Cities pursuant to this Memorandum.

D. In operating the Sites, the Cities shall be responsible for acquiring and complying with all necessary land use approvals, permits and licenses required for the acquisition, renovation, and/or operation of the Sites. The Cities shall provide the County with the copies of all approvals, permits and licenses within 30 days of a written request by the County.

E. The Cities must coordinate with County agencies engaged with individuals experiencing homelessness and individuals at risk of homelessness, including, but not limited to, Health Care Agency, Orange County Sheriff-Coroner Department, Social Services Agency, and OC Community Resources, and shall also engage local agencies, social services programs and volunteers to assist with the shelter program.

F. The Cities must maintain records related to the operation and finance of the Sites for five (5) years and agree to provide the records to the County within 30 days of the County's request.

III. COUNTY'S RESPONSIBILITY:

A. First Payment: Pursuant to requirements set forth in Section II, Subsection A of this Memorandum, each City is required to submit to the County a Notice of Start Date and provide the County with the estimated operation start date. Provided that the City submitting the Notice Of Start Date is otherwise in full compliance with the requirements of this Memorandum, within 30 days after the receipt of each Notice of Start Date from the City, the County will provide that City with one-twelfth (1/12) of Six Hundred Thousand dollars, for each month remaining in the fiscal year from the date of the estimated operation start date provided by the City in their Notice of Start Date (the “First Payment”).

B. Subsequent Payments: Subsequent to the First Payment, and on an annual basis, and prior to the start of each County’s fiscal year during the Term of this Memorandum, the County will provide, subject to paragraphs C. and D. below, each City that remains in full compliance with the requirements of this Memorandum, with one annual payment of Six Hundred Thousand dollars. Cities acknowledge and understand that they shall remain in full compliance throughout the Term of this Memorandum.

C. Parties hereby acknowledge that the County may provide the Funds solely pursuant to the requirements set forth in this Memorandum to the Cities.

D. Parties acknowledge and agree that County is only obligated to provide the Funds each year, subsequent to, and contingent upon, annual approval of the County’s budget by the Orange County Board of Supervisors. Cities acknowledge and agree that funding or portions of funding for this Memorandum may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by the state of California or Federal Government to the County; and/or inclusion of sufficient funding for this Memorandum in the budget approved by County’s Board of Supervisors for each fiscal year covered by this Memorandum. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Memorandum without any liability, fee, cost, expense, penalty, or charge of any kind.

E. Each of the Cities will be in material breach of this Memorandum, if prior to transfer of any portion of the Funds – First Payment or Subsequent Payments – or throughout the Term of this Memorandum, any of the Cities, among other things: (1) cease to operate their respective Site as an emergency homeless shelter; (2) refuse to accept or refuse to allow the County to place homeless individuals and individuals at risk of homelessness individuals found in the County’s unincorporated areas within the North Service Planning Area at their Site when adequate space is available at the Site; or (3) fail to comply with any of the requirements set forth in this Memorandum. If any of the Cities materially breach this Memorandum, the Defaulting City shall return all or a prorated amount of Funds received by the Defaulting City, pursuant to Termination and Recapture provisions of this Memorandum.

F. The obligations and participation of the County under this Memorandum shall be limited solely to the discretionary issuance of the Funds to the Cities in accordance with the requirements of this Memorandum or the terms/legal requirements of the source of the Funds. The Parties agree the County’s (inclusive of the County’s affiliates, subcontractors, employees, officers, directors, elected and appointed officials, and those special districts and agencies which

County's Board of Supervisors acts as the governing Board) liability arising under or related to the Sites and this Memorandum is limited and disclaimed in full and/or to the maximum extent allowed by law, whichever is more limiting. In no event shall the County (inclusive of the County's affiliates, subcontractors, employees, officers, directors, elected and appointed officials, and those special districts and agencies which County's Board of Supervisors acts as the governing Board) be liable or responsible for any type of claim, damage (including but not limited to exemplary, punitive, indirect incidental, and consequential damages), or liability regardless of the form of the action or the theory of recovery, whether in contract or in tort or otherwise, except in circumstances related to claims, damage, or liability arising from the conduct of homeless individuals and individuals at risk of homelessness found in the County's unincorporated areas within the North Service Planning Area and placed at the Site, or the actions or failure to act by County or County affiliates, subcontractors, or employees.

IV. MISCELLANEOUS

A. The City of Buena Park agrees to indemnify, defend with counsel approved in writing by the County, and hold the County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, anything arising from or related to the services, capital improvements/renovations, and operation of the Sites, or other performance provided by the Cities, its agents, affiliates, contractors and subcontractors pursuant to this Memorandum. If judgment is entered against the City of Buena Park and the County by a court of competent jurisdiction because of the concurrent active negligence of the County or the County Indemnitees, the City of Buena Park and the County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. The City of Placentia agrees to indemnify, defend with counsel approved in writing by the County, and hold the County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands, liability of any kind or nature, including but not limited to personal injury or property damage, misuse of Funds, anything arising from or related to the services, capital improvements/renovations, and operation of the Sites, or other performance provided by the Cities, its agents, affiliates, contractors and subcontractors pursuant to this Memorandum. If judgment is entered against the City of Placentia and the County by a court of competent jurisdiction because of the concurrent active or passive negligence of the County or the County Indemnitees, the City of Placentia and the County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

C. Cities shall have no right to assign this Memorandum without the express written approval of the County. This Memorandum shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives.

D. This Memorandum (including for the purpose of clarity, the recitals, to this Memorandum) and the exhibits (which are specifically incorporated by referenced herein), collectively contain the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or

referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental agreements or contracts by any County employee or agents, shall not be valid or binding on County unless accepted in writing by County Executive Officer or his designee.

E. No alteration or variation of the terms of this Memorandum shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on any of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

F. The Cities warrant, represent, and covenant that performance required of the Cities individually and collectively under this Memorandum shall fully comply, at each of the City's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to each of the City's performance at the time of the said performance. The Cities acknowledge that the County is relying on the Cities to ensure such compliance, and pursuant to the requirements of paragraphs A and B of Section IV above, each City agrees that it shall defend, indemnify and hold the County and the County Indemnities harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

G. The Cities hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

H. In the event the Cities either individually, or collectively default in the performance of any of their obligations under this Memorandum or materially breach any of the provisions of this Memorandum, the County may enforce this Memorandum through specific performance or may exercise any other available remedies.

I. Notices or other communications, which may be required or provided under the terms of this Memorandum, shall be given as follows:

Cities: City of Placentia
401 E. Chapman Ave.
Placentia, CA
Attention:

City of Buena Park
6650 Beach Blvd.
Buena Park, CA
Attention:

County: County of Orange/County Executive Office
333 W. Santa Ana Blvd., 3rd Floor
Santa Ana, CA 92701

Attention: Frank Kim, CEO

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Memorandum, addressed in any other fashion shall be deemed not given.

J. In any action or proceeding to enforce or interpret any provision of this Memorandum, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

K. Each Party warrants, represents, and covenants that the execution, delivery and performance of this Memorandum have been duly authorized by all necessary action of such Party's governing board, and the person executing this Memorandum on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.

L. The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Memorandum.

M. Any Party shall be excused from performing its obligations under this Memorandum during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

N. Each Party agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purpose of this Memorandum. The Cities acknowledge and agree that in its performance under this Memorandum, and operation of the Sites, it shall require all of its contractors and subcontractors to carry adequate insurance as specified in any and all applicable local, state and federal laws, and regulations depending the source of the Funds.

O. The Cities warrant, represent, and covenant that they have not, and will not, engage in any activities that would create a conflict of interest between Cities (or any of their employees, agents, or subcontractors) and the best interests of the County. Cities shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Cities; the Cities employees, agents, and subcontractors associated with this Memorandum. The Cities efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

P. The Cities shall remain independent from the County and neither the Cities, their employees, nor anyone working under the Cities shall be considered an agent or an employee of County. Neither the Cities, their employees nor anyone working under the Cities shall qualify for workers' compensation or other fringe benefits of any kind through the County.

Q. This Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.

R. Authority and Signatures: The individuals signing this Memorandum, and its exhibits, which are incorporated herein by reference, have the authority to commit the Party they represent to the terms of this Memorandum, and do so commit by signing.

CITY OF PLACENTIA, CALIFORNIA

By: _____
[Insert Name]
City Manager

CITY OF BUENA PARK, CALIFORNIA

By: _____
[Insert Name]
City Manager

COUNTY OF ORANGE

By: _____
Frank Kim
Chief Executive Officer

Exhibit "1"

Below is the list of the Sites that are subject of this Memorandum:

- (1). Buena Park Emergency Shelter - 6490 Caballero Boulevard, Buena Park CA 90620
- (2). City of Placentia Emergency Shelter - 731 S. Melrose Street, Placentia CA 92870

Should the location of any of these Sites changes, the Cities agrees that they will provide written notice to the County at minimum 60 days prior to change of location. The Cities further agree and acknowledge that each City must operate at least one emergency homeless shelter during the Term of this Memorandum.

Exhibit "2"
Drug Free Workplace Certification

DRAFT

**Certification for
a Drug-Free Workplace**

U.S. Department of Housing
and Urban Development

City of Placentia

Applicant Name

Homeless Emergency Aid Program – Agreement # 18-23-0058-HEAP

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above. Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

Form HUD-50070 (3/98)

ref. Handbooks 7417.1, 7475.13, 7485.1 & 3



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JULY 23, 2019

SUBJECT: **SECOND READING OF ORDINANCE NO. O-2019-08 REAUTHORIZING THE PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (PEG) FEE ON STATE VIDEO FRANCHISEES OPERATING WITHIN THE CITY OF PLACENTIA**

FISCAL
IMPACT: APPROXIMATELY \$70,000 ANNUAL PEG RESTRICTED REVENUE

SUMMARY:

On July 9, 2019, the City Council had the first reading of Ordinance No. O-2019-08 reauthorizing the public, educational, and governmental ("PEG") fee on State video franchisees operating within the City of Placentia.

RECOMMENDATION:

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

Waive full reading, by title only, and introduce for first reading Ordinance No. O-2019-08, An Ordinance of the City Council of the City of Placentia, California, reauthorizing the Public, Educational, and Governmental fee on State video franchisees operating within the City of Placentia.

DISCUSSION:

The Digital Infrastructure and Video Competition Act of 2006 (Pub. Util. Code §§ 5800 *et seq.*, "DIVCA") went into effect on January 1, 2007. Public Utilities Code Section 5870(n) ("Section 5870(n)") of DIVCA states that a city may adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities. In 2008, the City adopted Ordinance No. O-2008-04, establishing a one percent (1%) fee for the support of the PEG channel facilities and activities within the City, which is codified in Section 6.48.00 of the Placentia Municipal Code (PMC). This PEG fee is collected on top of the 5% franchise fee imposed upon video service providers. Ordinance No. O-2008-04 has never been repealed and did not include an expiration date. It is the City's position that the Ordinance has not expired but continues in full force and effect. However, Charter Communications ("Franchisee") has alleged that the City's PEG fee has expired and stopped paying the PEG fee

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July 23, 2019

in December 2017. The attached ordinance reauthorizes the PEG fee codified in Section 6.48.060 of the PMC, which fee shall remain unchanged as to all state-franchised video service providers operating within the City. The ordinance further provides that future reauthorizations of the PEG fee may be conducted via adoption of a resolution instead of an ordinance. In addition, the adoption of this ordinance is declared to not be an admission of fault or a waiver of any claims against the Franchisee for unpaid PEG fees but instead expressly reserves all rights of the City in regards thereto.

The City has issued a letter to Charter Communications demanding payment for unpaid PEG fees for all of 2018 in the amount of \$69,484.97, plus interest in the amount of \$3,003.84. Interest continues to accrue as the fees remain unpaid. The City will also separately pursue collection of unpaid fees for the first and second quarter of 2019.

FISCAL IMPACT:

The annual estimated revenue is approximately \$70,000 in PEG restricted fees. In addition, the City will separately pursue collection of unpaid fees estimated at \$90,000 through March 31, 2019.

Prepared by:

Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance No. O-2019-08

ORDINANCE NO. O-2019-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REAUTHORIZING THE PUBLIC, EDUCATIONAL, AND GOVERNMENTAL FEE ON STATE VIDEO FRANCHISEES OPERATING WITHIN THE CITY OF PLACENTIA

City Attorney Summary

This ordinance would reauthorize the public, educational, and governmental (PEG) fee set forth in Section 6.48.060 of the Placentia Municipal Code to ensure the City's ability to collect such fee from state video franchise holders operating within the City.

WHEREAS, the Digital Infrastructure and Video Competition Act of 2006 (Pub. Util. Code §§ 5800 *et seq.*, "DIVCA") went into effect on January 1, 2007; and

WHEREAS, Public Utilities Code section 5870(n) ("Section 5870(n)") of DIVCA indicates that a city may adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental ("PEG") channel facilities; and

WHEREAS, in 2008, the City adopted Ordinance No. O-2008-04, establishing a one percent (1%) fee for the support of PEG channel facilities and activities within the City ("PEG Fee"), which is codified in Section 6.48.060 of the Placentia Municipal Code; and

WHEREAS, Ordinance No. O-2008-04 has never been repealed and did not include any expiration date; and

WHEREAS, it is the City's understanding and position that the Ordinance has not expired but continues in full force and effect; and

WHEREAS, Charter Communications ("Franchisee") has alleged that the City's PEG fee has expired, which is disputed by the City; and

WHEREAS, this Ordinance will expressly reauthorize the PEG Fee codified in Section 6.48.060 of the Placentia Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City; and

WHEREAS, this Ordinance will further authorize future reauthorizations of the PEG Fee, if and when necessary, be conducted by resolution; and

WHEREAS, adoption of this ordinance is not intended as an admission of fault or a waiver of any claims against the Franchisee but instead expressly declares a reservation of all rights thereto by City; and

NOW, THEREFORE, the City Council of the City of Placentia, California, does hereby find, determine, and ordain as follows:

SECTION 1. The City Council does hereby find and determine that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2. The City's PEG Fee imposed in Section 6.48.060 of the Placentia Municipal Code is reauthorized to the extent required by California Public Utilities Code Section 5870(n). All state-franchised video service providers operating within the City shall continue to be subject to the PEG Fee required by Section 6.48.060 of the Placentia Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City.

SECTION 3. Commencing from, and after, the effective date of this Ordinance, the Ordinance set forth in Section 6.48.060 of the Placentia Municipal Code may, upon expiration of any state franchise subject hereto, be reauthorized by resolution.

SECTION 4. Adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 5. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Placentia hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

SECTION 7. This Ordinance shall take effect thirty (30) days after its final passage.

SECTION 8. The City Clerk is directed to certify to the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published or posted in the manner required by law.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 9, 2019.

PASSED, APPROVED AND ADOPTED this 23rd day of July 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 Ordinance was introduced at a regular meeting of the City Council held on the 9th day of July 2019 and was finally adopted at a regular meeting held on the 23rd day of July 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: CHIEF OF POLICE
DATE: JULY 23, 2019
SUBJECT: **PURCHASE AND IMPLEMENTATION OF NEW POLICE DEPARTMENT JAIL FACILITY / DETECTIVE INTERVIEW ROOM CAMERAS AND PANIC ALARM SYSTEM (CIP PROJECT# 5913)**

FISCAL
IMPACT: EXPENSE: \$68,660 PROJECT COST
BUDGETED: \$68,660 FY 2019-20 CAPITAL IMPROVEMENT PROGRAM (CIP)
BUDGET (FY 2018-19 BUDGET CARRYOVER)

SUMMARY:

The Police Department "(Department)" has utilized an analog jail camera and panic alarm system inside the jail facility for the past 35 years. The current system is extremely outdated and is backed up with a computer hard drive DVR system that can be accessed in the watch commander's office. The current panic alarms inside the jail facility and detective interview rooms do not properly work as well as the audible alarm that is attached to the panic buttons. The Department recommends that the jail camera, interview rooms, and panic alarm system be updated to provide proper safety for the personnel inside the jail as well as the ability for supervisors and investigations to retrieve quality pictures and video immediately in the event an incident occurs in the jail. Since the cameras were installed in approximately 1981, technology has drastically changed and the need for a replacement system is necessary in order to increase officer safety and provide accurate and clear data necessary for 21st century policing.

This action will approve the purchase and installation of the Avigilon camera system with software to replace the Department's existing jail camera, interview rooms, and panic alarm systems. The first phase of the Avigilon system will be paid by FY 2018-19 budgeted COPS / Supplemental Law Enforcement funds carry forwarded to the FY 2019-20 CIP budget.

RECOMMENDATION:

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

1. Approve the purchase and installation of the Avigilon Camera System and software from Avigilon in an amount not-to-exceed \$68,660; and

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July 23, 2019

2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In May 2018, the Placentia Police Department formed a committee to address the Department's outdated jail camera systems with a goal to make recommendations to either upgrade and/or replace the existing camera system and associated interfaces. Research into upgrading the current system revealed it was not feasible due to the current system's limitations and software. Alternatively, the committee identified numerous companies that provided state-of-the-art security camera systems that were inclusive to law enforcement and city infrastructure.

The committee selected five (5) of the industry leaders and innovators in the public safety camera system marketplace to provide demonstrations and competitive bids. The committee hosted product demonstrations and conducted site visits with partner law enforcement agencies currently using these provider's software systems. Feedback was given and each provider was thoroughly vetted to find the best fit for the Department's operational parameters.

SELECTION PROCESS:

In May of 2019, based upon the results of the product demonstrations, detailed quotes, and employee feedback, the committee recommended Avigilon as the finalist vendor to replace our current camera system. Avigilon is a Texas based company which is a subsidiary of Motorola. The company has the latest technology when dealing with camera systems as well as integrating with our current Motorola dispatching system. Of the 5 selected companies who responded to our bid request, Avigilon's proposal proved to be the best for the Department, particularly in the following areas:

- **Technical Support:** Avigilon provides 24/7 technical support plus continuous application monitoring and tuning. Enhancements and system upgrades are included at no additional cost and completed by Avigilon. Avigilon also has service technicians locally in the event an equipment malfunction occurs.
- **Cost:** Avigilon's total cost was the least expensive of the four submitted proposals with predictable, annual maintenance pricing.
- **Efficiency:** The Avigilon Camera system enterprise will eliminate redundancies, enhance daily operations, and reduce overall city risk management for jail related incidents. The system will also provide easy and quick access to any data needed by police or City legal staff.

FISCAL IMPACT:

The total cost of the project is \$68,660. The project was initially budgeted in the amended FY 2018-19 CIP budget and funded by the COPS / Supplemental Law Enforcement fund for \$73,000. As of the June 30, 2019 fiscal year end for FY 2018-19, no expenditures have been spent on the

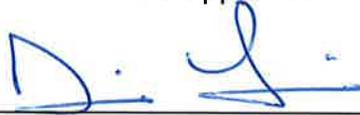
project. Staff had proposed and included the unexpended project budget as a carryover in the Adopted FY 2019-20 CIP Budget.

Prepared by:



Brian Perry
Lieutenant / Jail Coordinator

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Kim Krause
Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Avigilon Pricing for the City of Placentia & Service Agreement



Proposal: 7231-1-0-2

Placentia Police Department
Avigilon CCTV System

Prepared For:
Brian Perry
Placentia Police Department
(714) 993-8285

WELCOME

April 29, 2019

Brian Perry
City of Placentia - Police Department
401 E. Chapman
Placentia, CA 92614

Dear Brian,

ASSI Security Inc. is pleased to have the opportunity to provide the City of Placentia with a proposal that assists the Police Department with forensic audio and video evidence by implementing a new IP based Video Management System. The chosen VMS system is fully expandable and can be added throughout the city as scope of work is developed and budget allows. Many features are available in the software that will quickly assist the user with advanced search functions, i.e. self-learning analytics, appearance search, and unusual motion detection that identifies the criteria you are searching for.

Phase I deployment of the system will aid the Police Department with video and audio recording of prisoners from the time they are brought in through the Sally-Port, into booking, placement in the cells and readying for transport out of the Jail.

Our technical solution for the panic buttons was designed to co-exist with Motorola and TOA equipment, and will provide an updated solution for the buttons and pre-recorded audio messages.

ASSI's highly skilled and experienced team will work hand-in-hand with the Placentia Police Department during the installation. This effort will be taken to ensure a smooth transition and that your expectations are exceeded.

The ASSI staff and myself thank you for the opportunity to work with the Placentia Police Department on their security endeavors.

Sincerely,

Tammie Searfoss

Sales Manager
ASSI Security
(949) 836-8793
tsearfoss@assisecurity.com

PROJECT DESCRIPTION & INVESTMENT

Client Information

Site:
401 E. Chapman
Placentia, CA 92614

Contact:
Brian Perry
(714) 993-8285
Bperry@placentia.org

Scope of Work

1. ASSI will provide necessary equipment to replace the existing CCTV System with an Avigilon IP based Video Management System with IP cameras.

The video system has been designed to maximize hard drive space by using idle scene mode of the areas the cameras are monitoring. Once the camera senses motion it will begin to record the activity until motion has stopped. The recorded video will provide a pre/post alarm recording so all of the motion incident will be recorded. The server will record 366 days of video.

The audio for the microphones will always be on. The client software will allow you to enable one microphone at a time to listen to the audio.

The server and POE switch will be mounted in the IDF room rack.

In the cells the camera and microphone will be installed next to each other on the wall. The interview room covert cameras will be housed in a thermostat and will be mounted to the walls. The microphone for the interview rooms will be mounted in the ceiling.

The existing large monitors will be replaced with new 55" monitors for viewing of the video.

The following equipment will be installed per the jobwalk.

- (1) Server
 - (1) POE Switch
 - (3) 55" Monitors in Dispatch Area
 - (1) 3MP Camera and Microphone in Booking Area
 - (1) Fisheye Camera with integrated Microphone in Prisoner Holding/Booking
 - (1) 3MP Camera in Corridor near booking
 - (1) 3MP Camera and Microphone in Jail Cells (4 cells)
 - (1) 3MP Camera and Microphone in Drunk Tank
 - (1) 3MP Camera in hallway by Cell 4
 - (1) Fisheye Camera with integrated Microphone in Sally Port
 - (1) Covert Camera (2) and Microphone (1) per room
2. The (9) existing panic buttons will be replaced with a latching key reset panic buttons. Once the panic button is activated, it will require a key to reset to the active state.

New cable will be pulled for the panic buttons to the Motorola SDM 3000 Aux/IO punch down block. The cables will be tagged with the location of each panic button. The connection to the SDM 300 Aux/IO and programming of the buttons will be done by a County employee as Placentia PD does not own this system and requires assistance from the County to make it operational.

ASSI will pull an additional cable from the panic button to a recordable voice annunciator that will allow announcement of where the panic has been activated through the over head speakers, i.e. "Panic Button in Cell 1". The recordable voice annunciator will connect to the TOA unit and existing speakers.

3. Programming and testing of the Avigilon System will be provided by ASSI.
4. Up to 8 hours of training will be provided on the Avigilon System for Placentia Police Department Staff.

Project Investment

CCTV System

QTY	Manufacturer	Part #	Description
1.00	AVIGILON	AVI-HD-NVR4-STD-32TB-N	AVIGILON, HD NVR4 STD 32TB 2U Rack Mnt, Windows 10 IoT LTSA
1.00	TRIPP LITE	TRL-B020-008-17	TRIPP LITE, MONITOR KVM 8 PORT NETDIRECTOR 1U RACK MOUNT W / 17 LCD
1.00	AVIGILON	AVI-S24	AVIGILON, Switch, Gigabit POE+ 180W, 24 Port
1.00	AVIGILON	AVI-ENC-4P-H264	AVIGILON, 4-Port H.264 Analog Video Encoder with 4 audio support
1.00	AVIGILON	AVI-8C-ACC6-ENT	AVIGILON, ACC 6 Enterprise license for up to 8 camera channels
1.00	AVIGILON	AVI-4C-ACC6-ENT	AVIGILON, ACC 6 Enterprise license for up to 4 camera channels
2.00	AVIGILON	AVI-1C-ACC6-ENT	AVIGILON, ACC 6 Enterprise license for up to 1 camera channels
8.00	AVIGILON	AVI-2.0C-H4A-D1-B	AVIGILON, 2.0 Megapixel (1080p) WDR, LightCatcher, Day/Night, Indoor Dome, 3-9mm f/1.3 P-Iris lens, Self-Learning Video Analytics
1.00	AVIGILON	AVI-12.0-H4F-DO1-IR	AVIGILON, 12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR
1.00	AVIGILON	AVI-6.0L-H4F-DO1-IR	AVIGILON, 6.0 MP, Fisheye Camera, LightCatcher, Day/Night, 1.45mm f/2.2, Integrated IR
2.00	TBD	MISC	Motion Sensor Covert Camera
2.00	HANWHA	HAN-XNB-6001	HANWHA, Main Cover Camera Module
2.00	HANWHA	HAN-SLA-T1080F	HANWHA, Covert Camera Lens 1.6mm
2.00	BRICKHOUSE	BR366BBT-PT	BRICKHOUSE, Themoostat Covert Camera Housing
8.00	AVIGILON	AVI-ACC-MIC	AVIGILON, Omni-directional, low impedance, electret condenser microphone with built-in preamp for producing line level output. It is housed in a high im
8.00	AVIGILON	AVI-CM-AC-AVIO1	AVIGILON, 3.5mm audio and video I/O jack with 1.8m fly wire
3.00	ORION	ORN-55RCE	ORION, 55" Monitor
3.00	ORION	ORN-WB-4663	ORION, Monitor Mount
4.00	CABLE	CAB-CAT6 PLNM	CABLE, CAT6 Plenum Cable
1.00	AVIGILON	AVI-ENC-BRK-1U	AVIGILON, 1U Mounting Bracket for 3 Encoders

Labor Schedule for: CCTV System

QTY	Description
112.00	Install
16.00	Programming
4.00	Project Management
8.00	Training
8.00	Testing

Supplies & Materials for: CCTV System

QTY	Description
1.00	Misc Equipment for Mounting Cameras/Microphones

Panic Buttons

QTY	Manufacturer	Part #	Description
9.00	IDEC	IDC-HW1B-X4F11-R	IDEC, Red Latching Button With Key Reset
3.00	CABLE	CAB-18/2SPLNM	CABLE, 18/2 Stranded Shielded Plenum 1000ft

Labor Schedule for: Panic Buttons

QTY	Description
40.00	Install
4.00	Project Management
4.00	Testing

Audio System

QTY	Manufacturer	Part #	Description
2.00	ELK	ELK124	ELK, Voice Module, 8 zones
3.00	CABLE	CAB-18/2SPLNM	CABLE, 18/2 Stranded Shielded Plenum 1000ft

Labor Schedule for: Audio System

QTY	Description
32.00	Install
4.00	Project Management
8.00	Testing

Financial Summary

Total Proposal Investment: \$68,660.00

Notes that are specific to this project

1. The panic button integration with the Motorola and TOA system assumes that both systems are working and will be functional with the panics as described in the SOW.
2. All work is during regular business hours and will be minimally disruptive to staff.
3. All programming of panics and connection of audio into Motorola CC7500 System is to be provided by others.
4. Rack space in rack in IDF room will be required for server, rack mount KVM/monitor and POE switch.
5. Client workstation for viewing the video and listening to audio must meet the manufacturers specifications, have a video card to support the (3) 55" monitors and have external speakers.
6. Network connection and IP addresses to be provided by customer prior to install.

General Terms and Conditions

1. Pricing is based upon the assumption that all work will be performed during ASSI's normal business hours. If after hours work is requested, an additional charge will be incurred.
2. ASSI carries the following insurance coverage:
 - General Liability: \$1 mil. per occurrence;
 - \$2 mil. gen. aggregate;
 - W/C: \$1 mil. per occurrence
 - \$5 mil. excess umbrella
 - Auto: \$2 mil. combined single limit
 - Customer shall pay premiums for any additional coverage required.
3. All materials and labor are subject to a preliminary notice and subsequent filing of mechanic's lien in the event of payment default. Customer must provide preliminary information prior to commencement of work.
4. All canceled orders and/or returned materials are subject to a 25% restocking fee.
5. A deposit is due upon acceptance of proposal. Balance will be due in progressive net 30 day payments thereafter. Deposit amount is based upon a percentage of the project total. Percentage is determined based upon the size of the project (i.e. Proposals and change orders under \$10k each require a 50% deposit; Those between \$10,001-50,000 require a 35% deposit; and proposals in excess of \$50,000 require a 25% deposit).
6. All new equipment is covered under warranty against defects for a period of one year from date of substantial completion of ASSI's work. Associated labor is also covered during normal business hours.

Performance Items

Include / Exclude

- System Meets Plans/Specifications
- System is Design Build
- Mounting/Termination of Proposed Devices
- System Programming
- Customer Database Input/Programming
- Training
- Project Management
- Engineering and Drawings
- Record Documentation (As Builts)
- Electrified Door Hardware
- Door Coring/Certification/Recertification
- Servers/Workstations
- POE Switches
- Software Install on Servers/Workstation
- Installation of Wire and Cable
- Installation of Cable Suspension
- Regular Business Hours Installation
- After Hours Installation (excl. Sunday/Holidays)
- One Year Warranty Parts/Labor
- Prevailing Wage

Include / Exclude

- Elevator Subcontractor
- Conduit
- JBoxes/Specialty Back Boxes
- 110/120VAC Power
- Access Control Cards/Tags/Transponders
- Patching and Painting
- Ceiling Tiles/Ceiling Grid Repairs
- Vertical/Horizontal Core Drilling
- Lift Rental
- Camera Poles
- 24 HR Central Station Monitoring
- Phone Lines
- Static IP Address
- Network Connection
- Payment Performance Bonds
- Method B License/Permits
- Alarm Monitoring License/Permits
- Low Voltage License/Permits
- Fire/Life Safety Integration

Proposal Acceptance:

I have read the **General Terms and Conditions and payment terms** of the sale, understand them fully, and agree to abide by them.

I hereby certify that I am authorized by my company to sign this agreement. ASSI Security is hereby authorized to perform the work as specified.

Accepted By: ASSI Security
Name: Tammie Searfoss

Signature: _____

Title: _____

Date: _____

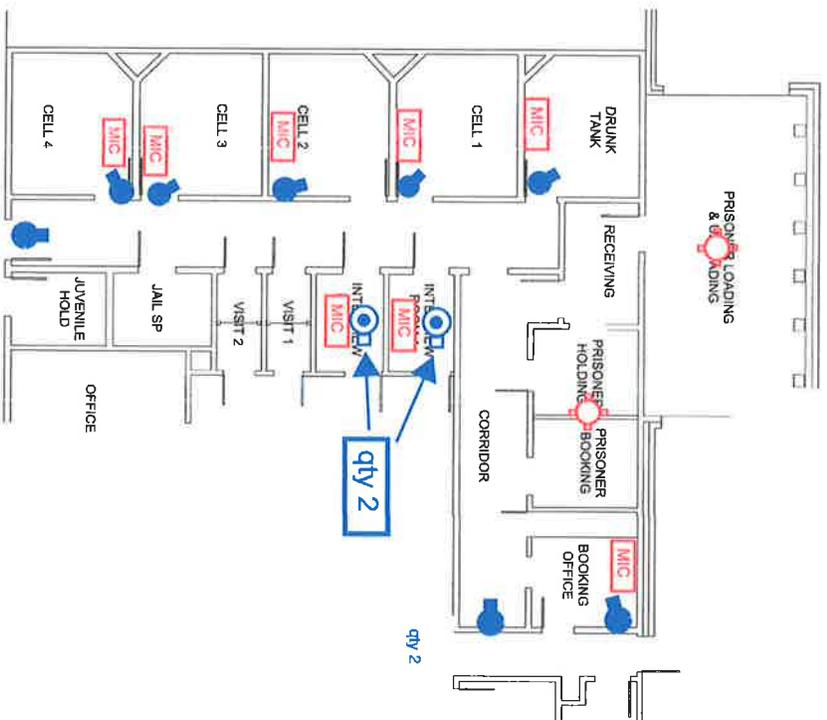
Accepted By: Placentia Police Department
Name: Brian Perry

Signature: _____

Title: _____

Date: _____

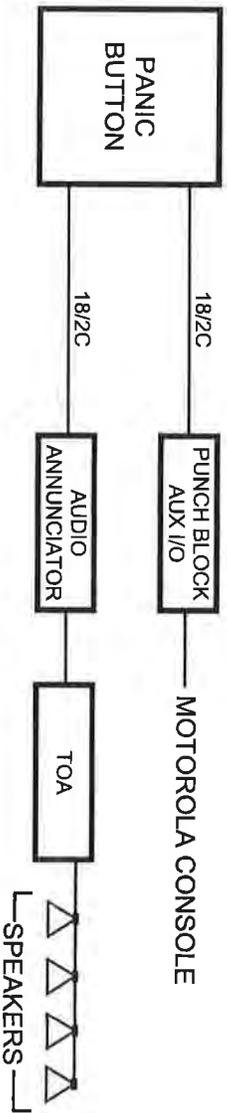
PLACENTIA PD JAIL CAMERA SYSTEM



SECURITY DEVICE LEGEND

-  Fisheye Camera w/Mic
-  2MP Dome Camera
-  Covert Camera
-  Microphone

PANIC BUTTON OPERATION



1. PANIC BUTTON ACTIVATED
 - SENDS SIGNAL TO MOTOROLA CONSOLE. SHOWS ICON OF PANIC BUTTON LOCATION.
 - ACTIVATES PRE-RECORDED MESSAGE OVER SPEAKERS "PANIC BUTTON ACTIVATED CELL 1"
2. BUTTON NEEDS TO BE RESET (UNLATCHED) AFTER ALARM OCCURS.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: JULY 23, 2019

SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE PLACENTIA CITY EMPLOYEES ASSOCIATION**

FISCAL

IMPACT: FISCAL YEAR 2019-20 \$153,274 (Estimated)
FISCAL YEAR 2020-21 \$300,521 (Estimated)

SUMMARY:

The Placentia City Employees Association (PCEA) represents approximately 53 full-time employees who work in multiple City departments. The City and PCEA have been engaged in good faith labor negotiations and have reached a tentative agreement on the wages, hours, and working conditions for PCEA employees. PCEA ratified the tentative agreement on July 2, 2019. The Memorandum of Understanding (MOU), which represents the tentative agreement, is presented for City Council approval.

RECOMMENDATION:

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

1. Approve the Memorandum of Understanding with the Placentia City Employees Association as outlined in Exhibit 1; and
2. Authorize the City Administrator, Director of Administrative Services, and Director of Finance to execute the necessary documents on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

The MOU between the City and the PCEA expired on February 28, 2019. The City representatives have been in discussion with PCEA Board Representatives over the past six months. With City Council direction and cooperation from the PCEA, the negotiations process has been successfully completed between the parties.

A summary of the significant agreements for this MOU include the following compensation and benefit adjustments:

1. t.
July 23, 2019

1. Term: March 1, 2019 – June 30, 2020
2. Signing Bonus: All active PCEA employees will receive a one-time, non-pensionable, lump sum payment of \$1,000 as a signing bonus for ratifying the tentative agreement before July 9, 2019.
3. Compensation: 3.5% increase for all unit employees effective the beginning of the pay period following City Council approval of the MOU and 3.5% increase for all unit employees effective the pay period that includes July 1, 2020.
4. Reclassification of Dispatcher Clerk to Public Safety Dispatcher. Public Safety Dispatchers will assume additional dispatch functions with the implementation of the City's new Fire Department. When training for the additional dispatch duties begins, the Public Safety Dispatchers will receive an additional 6% salary adjustment (anticipated in January 2020) and when Public Safety Dispatchers assume full function Fire Dispatch duties, they will receive an additional 6% salary adjustment (anticipated July 1, 2020).
5. Medical Contributions: Employer medical contributions are capped at the current 2019 contribution levels for the term of the MOU for active employees and retirees eligible under the 1995 Insurance Benefits agreement. A new tier of medical opt out, capped at \$400 per month, is created for new employees and for current employees who elect to opt out of medical coverage after November 2019.
6. Holiday Closure: City to provide forty-eight (48) hours of paid leave to be utilized by active employees during the holiday closure period at the end of December each year. For employees unable to use the leave during the holiday closure, additional time to use the leave is provided and unused hours are paid with the last paycheck in June.
7. Leave Cash Out: Implementation of a leave cash out process that complies with the constructive receipt provisions under the IRS regulations.
8. Special Pay: Bilingual Pay is increased from \$165/month to \$175/month; Maintenance Standby is increased from \$125/week to \$150/week; Community Services Weekend Standby is increased from \$75 to \$100.
9. Hours of work: Clarification and revision to work schedules, hours of work and meal periods.
10. Tuition Reimbursement: Allow approved certification programs to be eligible under the tuition reimbursement program. Cap tuition reimbursement at the city-wide authorized budget amount of \$20,000. Authorization will be provided on a first come first served basis.
11. Advancement through the Salary Range: Salary Step movement from Step A to Step B may occur following six months of satisfactory performance and after reaching Step B, on an annual basis with satisfactory performance.
12. Leaves of Absence: Employees with accrued leave must use all available accrued leave when absent from work for a partial day or full day. During any unpaid leave of absence, unit members do not accrue leave and do not receive benefits unless required by law.
13. Reclassification: The City will implement a process to consider requests for reclassification when there is a substantial change in job duties.
14. Performance Evaluations: Employees will receive performance evaluations at least annually and will be placed in the employees personnel file.
15. Contract Language: The contract language has been re-written for clarity, conformance with applicable laws, and to reflect the actual practices within the City. The contract

language revisions, while significant, are not economic items and are intended to communicate more clearly the parties' agreements.

16. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

FISCAL IMPACT:

The total cost for the aforementioned benefit adjustments is estimated at \$153,274 for the Placentia City Employees Association members for Fiscal Year 2019-20. The salary and benefit expenditures were included in the Fiscal Year 2019-20 Adopted Budget. The one-time payment will be appropriated from the Employee Recruitment and Retention Reserve in the Mid-Year Budget Amendment. The fiscal impact for Fiscal Year 2020-21 will be \$300,521.

Prepared by:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Kim Krause
Director of Finance

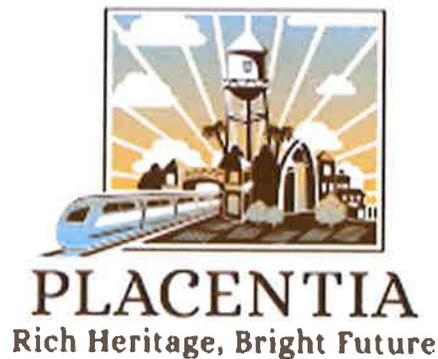
Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

1. Exhibit 1: PCEA MOU



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
and
PLACENTIA CITY EMPLOYEES' ASSOCIATION
(PCEA)

March 1, 2019 – June 30, 2021

PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "PLACENTIA") and the Placentia City Employees' Association (hereinafter called "PCEA") and shall apply to all the employees of PLACENTIA working in the job classes set forth in Appendix "A".

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between representatives of PLACENTIA and PCEA. PCEA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. Staff officials of PLACENTIA recommend to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

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ARTICLE I - PCEA RECOGNITION

PLACENTIA hereby recognizes PCEA as the representative for all its members to the fullest extent allowable under California law applying to public employees. During the term of this Memorandum, no substantive issue of representation shall be raised contrary to this recognition; except that, during a period of time not more than ninety (90) days and not less than sixty (60) days prior to the termination of this Memorandum, any other representative may seek the status of recognition for the purpose of meeting and conferring on behalf of some or all of the employees covered by this Memorandum of Understanding (MOU). Nothing contained herein shall restrict the right of any employee to discuss individual problems of employment with PLACENTIA, provided that, upon request of the employee, the PCEA shall be kept informed and have the right to be present at all such meetings between PLACENTIA and the individual. Classifications represented by PCEA are listed in Appendix A of this MOU.

ARTICLE II - ASSOCIATION MEMBERSHIP & DUES

Upon written notice from the Association that the employee has authorized dues deduction, membership dues will be automatically deducted from an employee's pay and forwarded by the City to PCEA and OCEA pursuant to the written request for the distribution of deductions. Dues deductions begin the beginning of the pay period following the City's receipt of notice from the PCEA.

ARTICLE III - COMPENSATION

Salary ranges for represented job classes in the bargaining unit shall be set forth in Appendix "A" attached to this MOU.

A. Compensation Adjustments

1. Effective the beginning of the pay period following City Council approval of the MOU, the salary range will be increased by three and a half percent (3.5%). Individuals will receive an adjustment of three and a half percent (3.5%) related to the change in the salary schedule.
2. Effective the beginning of the pay period including July 1, 2020, the salary range will be increased by three and a half percent (3.5%). Individuals will receive an adjustment of three and a half percent (3.5%) related to the change in the salary schedule.

B. Compensation Adjustments for Assuming Fire Dispatch Responsibilities

1. The salary range for Public Safety Dispatcher will be increased by six percent (6%) on the beginning of the pay period when training commences for Public Safety Dispatchers (scheduled for January 2020) who will assume Fire Dispatch responsibilities.

2. The salary range for Public Safety Dispatcher will be increased by six percent (6%) (for a total of 9.5%, including the salary range adjustment mentioned above) effective the beginning of the pay period including July 1, 2020 concurrent with the commencement of Fire Dispatch duties.
3. The salary range for Police Services Supervisor - Dispatch will be increased by five percent (5%) on the beginning of the pay period when training commences (scheduled for January 2020) for Public Safety Dispatchers and the Police Services Supervisor – Dispatch who will assume Fire Dispatch responsibilities.

C. Signing Bonus

With ratification of the terms of the tentative agreement by PCEA no later than 5:00 p.m. on July 9, 2019, the City will provide all unit members in paid status a signing bonus of \$1,000 with the pay period following City Council approval of the MOU.

D. Advancement Through The Salary Schedule

Unit employees are eligible to advance one-step in the salary schedule after 6 months at Step A. Employees hired at a step above Step A, or after reaching Step B, are eligible to advance one-step in the salary schedule after 12 months of service in the current step and with satisfactory job performance. For example, employees hired at Step B are eligible for movement to Step C after 12 months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards.

E. Salary on Promotion

Any unit employee promoted from one job class to a higher job class shall be placed at a salary step in the range of the higher job class which provides not less than a 5.4% salary increase.

F. Exceptional Merit Performance Pay

Effective January 1 of each year, certain employees in the general employee unit whose work performance is exceptionally meritorious and who have reached the "E" step of the salary range for their job class, may be designated by the appointing authority to receive Exceptional Merit Performance Pay differential of 5% above their regular salary rate. Such employees shall be so designated one year at a time, and shall continue to receive the differential only if re-designated for each subsequent year.

The selection of employees to receive Exceptional Merit Performance Pay shall be at the sole discretion of the appointing authority of the City of Placentia. No issue of individual merit under this Section shall be subject to Grievance Procedures or Grievance Arbitration.

G. Payroll Processes

Unit employees will be paid on a bi-weekly basis.

ARTICLE IV-SPECIAL ASSIGNMENT PAY

A. Temporary Upgrade Pay

Unit employees assigned to work in a higher classification for more than five consecutive days will receive a 5.4% pay differential applied to their base rate of pay as temporary upgrade pay when assigned to perform the full range of duties in the higher classification.

The parties agree, that to the extent permitted by law, the City shall report temporary upgrade pay for "classic" employees as special compensation to CalPERS pursuant to CCR §571 (a)(3) Temporary Upgrade Pay. "New Members" as defined under the Public Employee Pension Reform Act (PEPRA) may receive the pay but it is not reportable as special compensation to CalPERS.

B. Longevity Pay

Unit employees who have completed fifteen (15) years of service with the City of Placentia shall receive longevity pay of 5% of their base rate of pay for regular scheduled hours.

The parties agree, that to the extent permitted by law, the City shall report longevity pay as special compensation to CalPERS pursuant to CCR §571 (a)(1) and CCR §571.1 (b)(1) Longevity Pay.

C. Shift Differential

Unit employees who are regularly assigned to the night shift will receive a shift differential of 5% of their base rate of pay for regular scheduled hours worked on the night shift.

The parties agree, that to the extent permitted by law, the City shall report shift differential pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Shift Differential.

D. Public Safety Dispatcher — Lead Public Safety Dispatcher Assignment

A Public Safety Dispatcher who is regularly assigned to serve as a Lead Public Safety Dispatcher will receive Lead Worker Assignment Pay of 5% of their base rate of pay for regular scheduled hours worked in the lead assignment.

The parties agree, that to the extent permitted by law, the City shall report lead worker pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Lead Worker.

E. Public Safety Dispatcher - Training Pay

A Public Safety Dispatcher who is assigned to train another Public Safety Dispatcher will receive Training Assignment Pay of 5% of their base rate of pay for hours worked training.

The parties agree, that to the extent permitted by law, the City shall report training pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Training Premium.

F. Bilingual Pay

1. Certain employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the City Administrator to receive Bilingual Pay of \$165 per month. Effective the beginning of the pay period following City Council approval of the MOU, bilingual pay will increase to \$175 per month.
2. The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. The department head shall recommend to the City Administrator employees who should be considered for bilingual pay. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.
3. The parties agree, that to the extent permitted by law, the City shall report bilingual pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Bilingual Pay.

ARTICLE V - WORK SCHEDULES AND HOURS OF WORK

A. Work Schedules & Hours of Work

Unit employees (except Public Safety Dispatcher) are assigned a 4/10 work schedule. The work schedule includes four consecutive ten-hour workdays followed by three consecutive days off (unless otherwise noted). Each employee has a seven-day FLSA workweek.

Hours of work are assigned as follows:

- Maintenance: 6:00 a.m. - 4:30 p.m., Monday - Thursday - (1/2 hour unpaid lunch)
- Custodians: 1:00 p.m. — 11:30 p.m., Monday — Thursday — (1/2 hour unpaid lunch)
- PD PSO: 6:00 p.m. — 4:00 a.m. or 8:00 a.m. – 6:00 p.m. (1/2 hour paid lunch)
- PD Property Technician and Police Services Supervisor – Property - 6:00 a.m. -4:30p.m. (1/2 hour unpaid lunch)
- Parking Control Officer - 7:00 a.m. – 5:00 p.m. Sun., Mon., Wed., and Friday) (1/2 hour paid lunch)

All Other Unit Employees:

- 7:15 a.m. - 6:15 p.m., Monday - Thursday - (1 hour unpaid lunch)

Employees receiving a paid lunch must remain at the worksite to be available to respond or continue working when staffing is needed.

All other work schedules or hours of work would require the Alternative Work Schedule Request Form to be submitted and approved by the City Administrator.

B. Public Safety Dispatch Work Schedule

1. Public Safety Dispatchers and the Police Services Supervisor - Dispatch may be assigned to the 4/10 or the 3/12 work schedule.
 - a. The 4/10 work schedule includes four consecutive ten-hour workdays followed by three consecutive days off in each workweek.
 - b. The 3/12 work schedule includes three consecutive 12 hour shifts in each workweek. In alternate workweeks, employees work an eight-hour day. The seven-day FLSA workweek begins four hours into the alternating eight-hour work day.
 - c. When feasible, the City may offer either work schedule to unit employees or may elect to have all Public Safety Dispatchers work the same work schedule.
 - d. Public Safety Dispatchers and the Dispatch Supervisor have a paid thirty-minute meal period. The City may purchase meals for dispatch employees when funding is available in the City budget.
 - e. Hours of work for each work schedule are determined by the Police Department. Public Safety Dispatchers may sign up for work shifts under the following guidelines:
 - i. Shift sign-ups are available based on seniority within the Public Safety Dispatcher classification.
 - ii. When there is a dispute regarding shift assignment or shift availability, seniority shall be considered as the predominant deciding factor in shift assignment.
 - iii. The Chief of Police retains discretion to modify shift selection/assignment when he/she believes the shift assignments should be changed to ensure adequate distribution of dispatch experience and allocation of staff to best serve the public.
2. In order to ensure adequate notification for mandatory overtime, PCEA agrees that all Public Safety Dispatchers shall submit requests for PTO time off at least two (2) weeks in advance of time off requested.
3. To fill mandatory overtime slots, PCEA agrees to the following priority list for overtime sign-up:
 - a. Relief Public Safety Dispatchers - Overtime will be offered first to part-time "Relief Public Safety Dispatchers"; then if overtime slots are not adequately filled,
 - b. Full-Time Public Safety Dispatchers - Overtime will be offered to full-time Public Safety Dispatchers.
4. To fill overtime using full-time Public Safety Dispatchers, PCEA agrees to follow Police Department Policy regarding emergency hire back.

5. The members of PCEA agree to cooperate to the fullest possible extent in voluntary sign-up for "hireback" and other overtime. Work scheduling shall be at the sole discretion of PLACENTIA, after consulting with PCEA.
6. Shift rotation shall be conducted in accordance with Police Department policy.

C. Public Safety Dispatch Working Group

City and PCEA agree to establish a working group to meet quarterly to discuss issues impacting Public Safety Dispatchers including staffing and break coverage. The working group will include the Chief of Police, Director of Administrative Services, PCEA's representative and up to two Public Safety Dispatchers.

D. Rest Periods

All bargaining unit employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours of their work shift when feasible. The scheduling of the rest breaks shall be the responsibility of the employee's supervisor. Rest periods cannot be combined or used at the beginning/end of the work shift.

ARTICLE VI - STANDBY AND CALL BACK

A. Maintenance Division Standby

1. The purpose of standby is to provide immediate response capability in case of unexpected call-out for maintenance, repair or restoration of public facilities, or removal of hazardous object, requiring action by maintenance forces of the Maintenance Services Department.
2. The operation of the Maintenance Services Department will be scheduled so as to place Maintenance Workers and Maintenance Crew leaders on a rotating schedule whereby employees serve in a standby capacity during off-duty hours for seven (7) consecutive days. Only one employee from the Maintenance Services Department will be assigned to standby during any such period.
3. PLACENTIA agrees to create a Maintenance Department standby duty schedule consisting of employees who volunteer for standby duty, and to provide a "cell phone" for the Maintenance standby employee. PLACENTIA retains the right to assign mandatory standby duty to any employee in the event insufficient employees volunteer.
4. Assignment of unit employees' personnel to standby status requires the unit employee to be available for and to respond to emergency duty at any time during the seven-(7) day period for which he/she has been assigned. The individual assigned is expected to respond to any emergency call-out which is requested by employee's department supervisor.

5. The employee assigned by the Maintenance Services Department to standby status shall receive, \$125 per week for serving seven (7) consecutive days on standby. Effective the beginning of the pay period following City Council approval of the MOU, the standby compensation will increase to \$150 per week for serving seven (7) consecutive days on standby.
6. If the employee is called out to work overtime while on standby, he/she shall be compensated with overtime for a minimum of two (2) hours. No additional compensation shall be paid for any subsequent call-outs within the original two-hour minimum period. Employees who are reporting back to work to deal with an emergency shall report to their normal workplace. If the employee must be dispatched to another location he/she shall be paid portal to portal.
7. Any employee who is assigned to standby and who fails to respond to an assignment shall be subject to appropriate disciplinary action.

B. Community Services Standby

The Community Services Coordinator assigned to week-end Standby shall receive \$75 for weekend coverage as assigned by the department (typically Thursday – Sunday) and additional \$25 for any assigned holiday. Effective the beginning of the pay period following City Council approval of the MOU, the standby compensation for weekend coverage will increase to \$100.

If the employee is called out to work overtime while on standby, he/she shall be compensated with overtime for a minimum of two (2) hours. No additional compensation shall be paid for any subsequent call-outs within the original two-hour minimum period. Employees who are reporting back to work to deal with an emergency shall report to their normal workplace. If the employee must be dispatched to another location he/she shall be paid portal to portal.

C. Court Standby

In lieu of appearing as shown on a subpoena, all eligible unit employees subpoenaed during off-duty hours may be placed on stand-by status. If a court appearance results from stand-by status, the employee shall be compensated in accordance with the provisions under the Overtime article. If court appearance does not result from stand-by status, the employee shall be compensated at the rate of \$50 for each morning period and an additional \$100 for each afternoon period of such stand-by.

D. Emergency Call Back

1. An off duty unit employee not assigned to standby duty who is called to emergency duty shall be compensated at the time and one-half rate for a minimum of three (3) hours. No additional compensation shall be paid for any subsequent call outs within the original three (3)-hour minimum period.

2. Employees who are reporting back to work to deal with an emergency shall report to their normal workplace. If the employee must be dispatched to another location, he/she shall be paid portal to portal.
3. PLACENTIA agrees to establish a rotating emergency call-back schedule for Public Safety Dispatchers, via departmental policy.

ARTICLE VII – OVERTIME

A. Overtime Definitions

1. MOU/Contract overtime is defined as hours actually worked over forty hours paid in a seven-day workweek. MOU/Contract overtime is in excess of the FLSA standard of overtime. For example, the eligibility for MOU/Contract overtime is based on hours paid, which may include the use of accrued leave.
2. Fair Labor Standards Act (FLSA) overtime is defined as hours actually worked in excess of forty (40) in a seven (7) day FLSA work period. Hours worked is defined as hours actually worked by the employee. Paid leave does not count as hours worked for determining overtime eligibility.

B. Calculation of Overtime Payment

1. MOU/Contract Overtime will be calculated as 1.5 the base hourly rate of pay.
2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.

C. Compensatory Time Off

Unit members may elect to receive compensatory time off for overtime hours worked. Compensatory time off is accrued as 1.5 hours for each overtime hour worked. Employees may accrue up to a maximum of two hundred forty (240) compensatory time off hours.

Employees must provide reasonable notice of at least two weeks when requesting to use compensatory time off. When at least two weeks' notice is provided, the City will not unreasonably deny a request to use comp time. The City may grant the approval of a request to use comp time with less than two weeks' notice, if in doing so, no additional overtime will be created.

Upon promotion to a classification outside the PCEA bargaining unit, all accrued and unused compensatory time may be paid at the employees' regular rate of pay prior to being promoted if the employee elects to receive payment. Upon separation from employment, accrued and unused compensatory time off will be paid at the employees' regular rate of pay.

D. Employee Assignments

1. A unit member assigned to attend evening meetings to take minutes will be compensated with a minimum of two hours pay.
2. Supervisors shall not modify regularly scheduled work hours in order to avoid the payment of overtime. Supervisors and employees may agree to modify work schedules by flexing the schedule which may eliminate the payment of overtime.

ARTICLE VIII – RETIREMENT

A. CalPERS Retirement System

All employees covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

B. Tier I - PERS 2% @ 55

For Classic Members, hired by the City of Placentia prior to April 2012 the employees will contribute the full seven (7) percent member contribution via payroll deduction.

C. Tier II - PERS 2% @ 60

For Classic Members, hired by the City of Placentia on or after April 2012 the employees will contribute the full seven (7) percent member contribution via payroll deduction.

D. PEPPRA/NEW MEMBERS - PERS 2% @ 62

For new members hired on or after January 1, 2013, the employees will contribute one-half of the total normal cost as identified by CalPERS.

ARTICLE IX - MEDICAL INSURANCE COVERAGE

The City contracts with CalPERS to provide medical insurance to employees and eligible dependents under the Public Employees' Medical and Hospital Care Act (PEMHCA).

A. Active Employees

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. For 2019, that minimum contribution is \$136 per month.

The City, under a Section 125 plan, provides an allowance (which includes the statutory minimum) to active employees. Should unit members select a plan with a plan premium in excess of the allowance, the employee is responsible for paying the additional premium costs through payroll deduction. Should a unit member select a plan with a plan premium lower than the allowance, the remainder of the allowance may not be used for any other purpose.

City contributions are as follows:

Employee Only	\$722 per month
Employee +1	\$1,444 per month
Employee +2	\$1,877 per month

B. Retiree Coverage

Unit retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

Participation in the CalPERS Program will be consistent with Appendix "B" covering Unit Retirees.

Unit retirees hired prior to November 21, 1995 who are covered under the Appendix B provisions, will receive contributions to retiree medical (inclusive of the statutory minimum) as follows:

Retiree Only	\$722 per month
Retiree +1	\$1,444 per month
Retiree +2	\$1,877 per month

Retirees who are Medicare eligible must comply with the CalPERS Medicare enrollment provisions and are capped at medical contributions as follows (inclusive of the statutory minimum):

Retiree Only	\$342.39 per month
Retiree +1	\$684.78 per month
Retiree +2	\$1027.17 per month
Medicare & Basic Combo	\$1027.44/month

For unit retirees hired after November 21, 1995, the City will provide the minimum contribution required by the CalPERS Health Benefit Program. In 2019, that contribution is \$136 per month.

C. Medical Coverage Opt Out

1. Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan

year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn't have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

2. Unit employees hired by the City and who have elected to opt out as of November 1, 2019 will receive the following taxable payment each month under the eligible opt out arrangement:
 - a. Employee + Family Opt Out \$1,001
 - b. Employee + Dependent \$822.25
 - c. Employee Only Opt Out \$607.75
 - d. Family to Employee Only (Remove 2 dependents) \$607.75
 - e. Two-party to Employee Only (Remove 1 dependent) \$536.25
 - f. Family to Two-Party (Remove 1 dependent) \$357.50
3. Medical opt-out for active employees hired after July 1, 2019 or for employees hired before July 1, 2019 and who elect to opt out after November 1, 2019 will receive \$400 per month.
4. The taxable payment may be used by the employee at his/her discretion. Employees may elect to receive the payment as taxable wages, defer the payment into a 457 deferred compensation plan or for use in conjunction with Flexible Spending Accounts offered by the City.

D. Medical Re-Opener

Affordable Care Act (ACA) The parties recognize that certain changes to State and Federal laws programs, taxes and regulations including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures or changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions on this MOU, either party may request to reopen the Article regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage.

ARTICLE X - OTHER INSURANCE PROGRAMS

A. Short Term Disability and Long Term Disability Plans

1. The City agrees to provide to all full-time Unit Employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to

guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to a maximum of \$1,230/week following a fifteen(15) day waiting period or the exhaustion of all accrued sick leave. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier.

2. PLACENTIA agrees to provide to all full-time employees covered by this Memorandum of Understanding a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% up to a maximum of \$5,334/month of employee's basic salary following a ninety (90) day elimination period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in PLACENTIA's policy with its insurance carrier.

B. Life Insurance

PLACENTIA agrees to provide to all employees covered by this Memorandum of Understanding life insurance at its sole expense, in the amount of one times each employees' earnings, rounded to the next \$1,000 with a maximum of \$150,000 of coverage and \$1,000 for spouse and children over the age of six (6) months.

C. Dental Insurance

PLACENTIA agrees to make available to all employees covered by this Memorandum of Understanding dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, PLACENTIA reserves the right to select the insurance carriers, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

D. Optical Insurance

PLACENTIA agrees to provide all employees covered by this Memorandum of Understanding optical insurance. Further, PLACENTIA agrees that it shall pay the full premium for employee and dependent coverage during the term of this Memorandum of Understanding. PLACENTIA reserves the right to select the insurance carriers, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding,

ARTICLE XI - PAID TIME OFF (PTO)

The purpose of paid time off (PTO) is to enable eligible unit employees to take time off from work.

A. New Employee Accrual

New employees receive forty (40) hours of PTO upon completion of six months of City service. PTO may be used following the completion of six months of service, unless approved by the Department Head.

B. PTO Accrual

Each eligible full time unit employee shall accrue paid time off on the following basis with a maximum accrual of two-hundred and sixty hours:

Years of Service	Accrual Rate	Maximum Accumulation
0-3 years	3.08 hours/pay period (80 hours annually)	260 Hours
3-10 years	4.62 hours/pay period (120 hours annually)	260 Hours
10+ years	6.46 hours/pay period (168 hours annually)	260 Hours

C. Accrual Eligibility

A completed biweekly pay period is defined as a biweekly pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

D. Use of Paid Time Off

1. Unit employees will request paid time off through their immediate supervisor.
2. Approval of a paid time off request is the responsibility of the Department Head or his/her designee. He/she will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
3. Use of PTO may not exceed accumulated PTO leave bank. Should an employee exhaust their PTO and have no other available leave accrued, the employee may request time off without pay. Time off without pay is subject to Department Head and Director of Administrative Services approval.
4. Unit employees with Extraordinary Vacation Leave Banks may use either their PTO bank or their Extraordinary Vacation Bank when taking leave.

E. Payment of PTO Upon Separation of Service

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation, provided that accumulation of PTO shall be conditional upon completion of one (1) year of continuous service and an employee who, for any reason, does not complete one (1) year of continuous service, shall receive no credit/payment for paid time off.

F. Denial of PTO Request Resulting in Inability to Use PTO

Should a unit employee who has made a reasonable request to use PTO time (reasonable is defined as at least two weeks in advance) be unable to utilize PTO time after requesting leave, and the inability to use leave will result in the employee reaching the maximum accrual, the City agrees to cash out 40 hours in lieu of leave at the employees base hourly rate of pay. A request to use PTO will not be unreasonably denied.

ARTICLE XII - SICK LEAVE/ALTERNATIVE HEALTH & WELLNESS (AHW)

A. Purpose of AHW/Sick Leave Program

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

B. Reasons for Use of AHW/Frozen Sick Leave

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AWH leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

C. Request for Physician's Certification

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 3 consecutive work days no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

D. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.

2. Unit members receive ninety-six (96) hours of AHW leave effective the first pay period in July of each fiscal year. The AHW bank has a maximum accrual of 192 hours, no credit will be given for hours above the maximum.
3. The AHW hours have no cash value during employment or upon separation from City service.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AWH with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.
5. AHW Incentives
 - a. Unit members in active service as of July 1st, will receive \$250 with the first pay check in July.
 - b. In addition to the \$250, unit members who use thirteen (13) hours or less of AHW leave between July 1 – June 30, may convert twenty-four (24) hours of AWH leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave. Employees will also receive \$1,000 with the first paycheck in July.
 - c. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours or less of AHW leave between July 1 – June 30, may convert twelve (12) hours of AWH leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave. Employees will also receive \$500 with the first paycheck in July.

E. Frozen Sick Leave

For unit members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. Unit members electing to cash out frozen sick leave must submit a frozen sick leave cash out form no later than November 1st of each year to receive the cash out with the first paycheck in December. The cash out is paid pursuant to the reimbursement value table identified below. Unit employees with frozen sick leave at the time of retirement will be

paid 100% (the base rate of pay) for hours in their frozen sick leave bank. Hours in this bank may also be used for sick leave purposes.

Years of City Service at Time Cash Out is Requested or Upon Retirement	Reimbursement Value of Frozen Sick Leave
0 to 3 years	0%
Over 3 to 6 years	55%
Over 6 to 9 years	65%
Over 9 to 20 years	80%
Over 20 years	85%
Retirement	100%

F. Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

ARTICLE XIII - OPTIONAL ANNUAL LEAVE BUY DOWN

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, Extraordinary Vacation Leave, or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of forty (40) hours remain in the PTO bank.
2. Employees with Extraordinary Vacation Leave must cash out that leave bank prior to requesting to cash out PTO or Comp Time.

For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

3. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected forgo participation in the optional annual leave buy down program.
4. Employees who experience an unforeseen emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election up to the maximum) during the calendar year in which the unforeseen emergency occurs. For these purposes, "unforeseen emergency" mean a severe financial hardship to the employee resulting from an illness or accident of the employee, the employees spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstance arising because of events beyond the control of the employee. The amount of such new election (or increase to prior election) shall be limited to the amount necessary to satisfy the unforeseen emergency up to the maximum of 150 hours per year as identified above and subject to the same minimum balance remaining after cash out as identified above. Whether an occurrence is an unforeseeable emergency shall be determined by the Director of Administrative Services at his/her sole discretion. The denial of a request under the unforeseen emergency provision is not subject to any appeal by the employee or Association.

ARTICLE XIV - OTHER MEDICAL LEAVE

The City complies with federal and state leave laws including but not limited to FMLA/CFRA, Pregnancy Disability Leave (PDL), Military Leave, etc.

ARTICLE XV - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, stepchild, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse's parents and grandparents. PCEA members may take bereavement leave for up to three workdays for each death that occurs in the member's immediate family. When travel for a memorial service is required and is greater than 500 miles from the unit member's residence, bereavement leave may be extended to a maximum of five workdays.

ARTICLE XVI - CATASTROPHIC LEAVE BANK

Placentia and PCEA agree to allow employees to donate accrued time to a special "catastrophic leave bank" which may be used by employees with limited leave available during illness or off-duty injury. Such employee must have a FMLA/CFRA Certification on file. Donor must retain 120 hours in employee's own accrual bank(s). Donations are irrevocable. Authorized PCEA representatives will recommend and consult with City regarding disbursement to specific employee(s) in need.

ARTICLE XVII – HOLIDAYS

A. Designated Holidays

The City observes the following holidays (holidays are generally valued at 10 hours each unless otherwise noted):

1. New Years' Day, January 1
2. Martin Luther King Day (Third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day, July 4
6. Labor Day (First Monday in September)
7. Veterans' Day, November 11
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday after Thanksgiving Day (observed on the Wednesday before Thanksgiving)
10. Christmas Eve, December 24
11. Christmas Day, December 25
12. New Year's Eve, December 31 (8 hour day)

B. Holiday Closure:

1. City to provide forty-eight (48) hours of leave for use during the holiday closure. Employees who are not working between December 20, 2019 and January 3, 2020, must use these hours for days off of work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2020. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 20, 2019 and January 3, 2020 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2020.
2. City to provide forty-eight (48) hours of leave for use during the holiday closure. Employees who are not working between December 18, 2020 and January 4, 2021, must use these hours for days off work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2021. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 18, 2020 and January 4, 2021 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2021.

C. Floating Holidays

Unit employees receive two floating holidays at the beginning of each fiscal year. Unused floating holiday hours as of June 1st will be cashed out annually at the base hourly rate of pay with the second paycheck in June.

D. Holidays Observed

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Thursday shall be deemed to be a holiday in lieu of the day observed

E. Holidays for Police Shift Employees

Unit employees in positions subject to shift work in the Police Department shall not be entitled to holidays, but shall earn 4.62 hours of PTO each pay period (120 hours per year) in lieu of compensation or time off on designated holidays.

ARTICLE XVIII - EDUCATIONAL INCENTIVE PROGRAM

A. General Guidelines

1. All actions regarding the Educational Incentive Program, as defined herein, shall require the approval of the affected employee's Department Head and the City Administrator.
2. It shall be the employee's responsibility to submit written applications and supporting documentation for consideration under this program.
3. Additional documentation may be required from the employee by the Department Head or City Administrator.
4. The Department Head and City Administrator may consult with staff members and/or educational authorities when necessary to determine acceptability of educational programs proposed for educational incentive pay.
5. The Department Head and City Administrator shall determine acceptability of proposed educational incentive programs, and grant approvals in such a manner so as to encourage and promote the satisfactory completion of those courses which tend to result in a higher proficiency of the employee in employee's job classification.

B. Requirements and Conditions Education Incentive

Minimum requirements to qualify for educational incentive compensation:

1. Current full-time employment with the City of Placentia with a minimum of one year continuous full time service.
2. Satisfactory completion of approved educational programs such as college courses, adult educational courses, seminars, etc., related to the employee's occupation in excess of the occupational minimum requirements of the job class the employee occupies.

3. Approval by the employee's Department Head and City Administrator as defined herein.
4. Any employee who has completed educational programs qualifying under these provisions within five (5) years prior to the date he/she meets condition A-1, may be considered for educational incentive compensation for such programs; except that the "five (5) years prior" shall be waived for Associates (AA/AS) or Bachelors (BA/BS) achievement in accordance with condition A herein.
5. Upon advancement to a job class with a higher salary range, an employee shall retain achieved Educational Incentive Compensation only to the extent that completed educational programs meet Condition A, herein as they relate to the higher job class.
6. Where educational units are not conferred by an educational institution for course work completed, twenty hours of approved classroom study shall be considered equivalent to one semester unit.
7. Possession of certificates may be accepted for educational incentive if, and to the extent, the employee can document to the approving authority's satisfaction that the certificate is equivalent to formal education units.
8. For purposes of these provisions, all educational units earned on other than a semester basis shall be converted to their semester equivalent (i.e., number of quarter units divided by 1.5 equal number of semester units).
9. No credit shall be given for letter grades below "C" or for courses not completed. Credit shall be given for courses successfully completed on a "pass--no pass" basis.
10. Educational incentive compensation shall be paid to all qualifying employees beginning the month following the month in which approval is granted.

C. Educational Incentive Compensation

1. All employees qualified under these provisions shall be eligible to apply for educational incentive compensation.
2. Upon approval, educational incentive compensation shall be paid at the rate of \$1 per month per semester unit approved. An employee's total educational incentive compensation shall not exceed 2-1/2% of employee's salary at the time approval is granted.

3. If, in computation of educational incentive compensation under these provisions, a fractional dollar results, it shall be rounded to the nearest whole dollar. A fraction of less than half shall be rounded to the nearest lower whole dollar.

ARTICLE IXX - TUITION AND BOOKS REIMBURSEMENT

The City shall reimburse a unit employee 75% of the actual cost of books and tuition for a course given by accredited public and private institutions at the current per unit cost of tuition at a "tax supported" institution (Cal-State Fullerton shall be used as the standard); provided:

1. Such course directly pertains to the unit employee's present duties and/or pertains to the next step toward promotion in employee's field of endeavor.
2. A written request must be submitted and approved by employee's Department Head and the City Administrator prior to the date of the first meeting of the course.
3. The unit employee receives a grade of C or better in said course.
4. The unit employee remains in the employ of the City for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the reimbursement shall be deducted from employee's final check.
5. Pre-approved coursework for certification programs that are job related may be eligible for reimbursement under this article. Pre-approval of the Department Head and City Administrator is required.
6. The City may cap the funds to be distributed based on the authorized budget as adopted by the City Council annually. The City will budget at least \$20,000 per fiscal year for city-wide use of the tuition reimbursement program. Reimbursements will be provided in the order they are received by Human Resources when the cap is reached.

ARTICLE XX - CLOTHING, UNIFORMS, TOOLS AND RELATED

A. Business Casual

Business Casual as defined by City Policy outlined in Appendix "C" of this MOU shall be the year round dress standard for unit employees who are not required to wear uniforms.

B. Boot Allowance

Unit members in the maintenance division and in the following classifications: Building Inspector, Senior Building Inspector, Public Works Inspector, Community Services Officer, Police Services Officer, Police Property Technician, Police Service Supervisor — Property and Evidence, Mechanic, Code Enforcement Officer and Parking Control Officer will be provided a boot allowance of \$225 per year paid with the first paycheck in July. This is a taxable benefit as no receipt is required for payment.

C. Mechanic Tools

Unit employees in the job class of Mechanic shall be provided a reimbursement of up to \$500 per year for the purchase of job-related hand tools. Receipts will be required for reimbursement. Upon separation from employment, Mechanics shall repay the City for any monies received under this provision during the last year prior to separation.

D. Uniforms

Maintenance Services Division employees in job classes represented by PCEA shall be provided, on an ongoing basis, nine (9) sets of uniforms. The City contracts with a vendor for the laundering of City provided uniforms.

E. Uniform Cleaning Allowance

PLACENTIA will provide a uniform cleaning allowance in the amount of \$250.00 per year to be paid in July for the following job classes: Public Safety Dispatcher, Community Services Officer, Police Property Technician, Police Civilian Investigator, Police Services Supervisor and Police Services Officer.

F. Uniform Allowance Reporting

The City will purchase uniforms for unit members required to wear a uniform while at work. The value of the uniforms shall be reported to CalPERS for "classic" members as \$11.54 per pay period (\$300 per year). Uniform allowance is not considered pension reportable compensation for "new members" hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013. (PEPRA).

ARTICLE XXI - CHANGE OF STATUS - LAYOFF

The City Administrator may lay off an employee in the classified service because of material change in duties or organization, or shortage of work or funds. Layoffs shall be made in reverse order of total seniority in the classified service, within the job class affected. Ten (10) working days before the effective date of layoff, the City Administrator shall notify the Director of Administrative Services of the intended action with reasons therefore, and a statement certifying whether or not the services of the employee have been satisfactory. A copy of such notice shall be given to the employee affected. If certified as having given satisfactory service, the name of the affected employee shall be placed on the re-employment list, as provided by these Rules, for future vacancies in the job class he/she is vacating.

If certified as having given satisfactory service, the affected employee shall further have the right to displace a less senior employee in a lower job class in the same direct promotional series in the same department; or to displace a less senior employee in a lower job class in which the affected employee once held permanent status.

The City will endeavor to provide affected members of PCEA at least 30 days advanced notification as well as to allow affected employees to displace a part-time position that requires

duties that these employees are qualified to perform. Displacement rights will not be unreasonably withheld.

The names of probationary and permanent employees who have been laid off shall be placed on appropriate re-employment lists in the order of total continuous, cumulative time served in probationary and permanent status. Such names shall remain thereon for a period of one (1) year unless such persons are sooner reemployed. When a re-employment list is to be used to fill vacancies, the Director of Administrative Services shall submit from the top of such list the number of names equal to the number of vacancies to be filled, and the appointing authority shall appoint such persons to fill the vacancies.

ARTICLE XXII - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject To Grievance Procedure

Any unit employee or the Association shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with employee's immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with employee's supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any

formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance. A formal grievance may be filed by the employee association.

D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render employee's decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with employee's supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present the appeal in writing to the employee's department head. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within a total of twenty-five (25) calendar days following submittal of the written grievance to the supervisor, if no decision by the supervisor is rendered, it will constitute a withdraw/dropping of the grievance.
2. Department Review (Step 2) - The Department Head receiving the grievance, or employee's designated representative, shall discuss the grievance with the unit employee, employee's representative, if any, and with other appropriate persons. The Department Head shall render employee's decision and comments in writing, and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Department Head, or within twenty-five (25) calendar days following submittal of the written grievance to the department head if no decision is rendered will constitute a withdraw/dropping of the grievance.
3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, employee's representative, if any, and with other appropriate persons. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written

grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of employee's own choosing in preparing and presenting employee's appeal at any level of review.
3. The unit employee and employee's representative may be permitted to use a reasonable amount of work time, as determined by the appropriate department head, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions. After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to employee's satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.
2. Procedures. If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.
 - a. The City's representative and the grievant, or employee's designated representative(s), shall select an impartial third party to serve as the arbitrator.
 - b. If the City's representative and the grievant, or employee's designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of

arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.

- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties' employee's decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions. The arbitrator shall have no power to add to, subtract from, or to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

4. All expenses of arbitration shall be borne equally by the parties.

5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

ARTICLE XXIII - PERSONNEL RULES AND EMPLOYER EMPLOYEE RELATIONS

A. Personnel Rules

PLACENTIA and PCEA agree, during the term of this Memorandum of Understanding, to reopen negotiations on the subject of Personnel Rules and amendments to the Employer Employee Relations Resolution as needed. The City will discuss proposed revisions and/or modifications to such conditions or benefits in the Personnel Rules prior to recommending that the City Council approve such proposed changes when they are subject to the meet and confer process.

B. Disciplinary Action

Personnel Rule XII is incorporated herein by reference in its entirety with the following exception: *Except for a violation of a major safety rule, exempt employees may not be subject to (1) suspensions other than in full workweek increments, (2) temporary demotions (with a beginning and ending date) or (3) temporary reductions in pay.*

C. Employer Employee Relations Resolution

Parties agree to work cooperatively to update and amend the Employer-Employee Relations Resolution to comply with current applicable law.

ARTICLE XXIV – MISCELLANEOUS PROVISIONS

A. Probationary Period

All original and promotional appointments to the classified service shall be tentative and subject to a probationary period of twelve (12) months actual service. The City Administrator may establish a longer probationary period for specified cases. The

appointing authority shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, a copy shall be given to the probationary employee and the original shall be forwarded to the Human Resources Division before the probationer's permanent status date.

B. Performance Evaluations

Employees will receive performance evaluations from their supervisor at least annually on performance evaluation forms provided by the City. New employees or employees who need improvement may be evaluated more frequently than once per year. The performance evaluation process should provide an assessment and feedback on the quality, quantity, and other job related metrics designed to identify proficiency and performance that meets the standards set by the supervisor, department and City. Performance evaluations will be placed in the employees' official personnel file in Human Resources.

C. Leaves of Absence

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

D. Reclassification

A unit member who believes that there have been substantial changes in their job duties that are not reflected in the current job description, may request to their Department Head that a classification review be conducted. Requests for a classification review must be received between November 1st and December 15th. The Department Head will review the request and if he/she agrees to initiate a request for a classification review, he/she will submit the request to Human Resources by January 15th.

Human Resources will evaluate and determine the manner and method to use to review the classification. Human Resources can also decline to review the classification if it believes the review is not warranted or if there is another more appropriate avenue for review. Classification reviews and recommendations will be evaluated during the annual budget process and any recommended change will be presented for consideration via the budget process.

ARTICLE XXV - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof.

ARTICLE XXVI - TERM

The terms of this Memorandum are to remain in full force and effect upon adoption of the MOU by the City Council through June 30, 2021.

FOR THE CITY:

FOR PCEA:

Damien Arrula, City Administrator

Veronica Rodarte, OCEA Labor Relations Representative

Rosanna Ramirez, Director of Administrative Services

Danielle Chau, OCEA Labor Relations Specialist

Kim Krause, Director of Finance

Felipe Zambrano, PCEA President

Kristi Recchia, Labor Relations Director,
Cassidy Whitmore

Eddie Rodriguez, PCEA Vice President Liebert

Carolina Torres, PCEA Treasurer

Manny Tovar, PCEA Member at large

**APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)**

APPENDIX "B" - 1995 INSURANCE BENEFITS CHANGES

Section 3. Insurances

Tier I - Employees, hired prior to November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, longterm disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, the City shall continue to pay its normal contribution for medical, dental, optical, and life insurances for all eligible employees. These benefits shall be considered to be vested for employees hired prior to November 21, 1995. Retired employees receiving these insurances shall if eligible enroll in, and pay for Medicare, Part B, at their earliest eligible date, as primary carrier. Employees retiring for industrial disability shall not be eligible for this benefit.

Tier II - Employees, hired on or after November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, longterm disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.

PLACENTIA agrees that PCEA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for employees hired after November 21, 1995.

APPENDIX "C"- CASUAL DRESS CODE

Each Department Head, with the approval of the City Administrator, has the discretion to develop a more comprehensive dress code appropriate for employee's department.

GENERAL GUIDELINES

The City of Placentia is a public service delivery organization. All employees should dress appropriately for this business environment and in keeping with employee's work assignment. Public image plays an important role in developing and maintaining support for the organization. To maintain the confidence and respect of the citizens and other customers, each employee must exercise professional judgment as they choose workplace attire.

Business Casual does not mean sloppy. Clothing should be clean, wrinkle free, and without holes and frayed areas. **Uniformed employees are required to dress per department standards; all other employees may dress casual in accordance with the following guidelines:**

- Neat, business casual attire.
- Casual slacks — no blue jeans except on Thursday or Friday.
- No T-shirts.
- Professional business attire will be required for meetings with outside agencies or night meetings.
- Please do NOT wear clothing with writing or messages, shorts, sandals for men or slippers for men or women.
- For Thursdays/Fridays **ONLY** blue jeans are acceptable. City shirts are acceptable anytime.

Each employee's supervisor can make determinations as to the appropriateness of an employee's attire pursuant to this policy. If, in the opinion of the supervisor, an employee is not adhering to the intent of this policy, the supervisor will inform that person that he/she must dress in accordance with this policy. In severe cases, after consulting with the Department Head and the Human Resources Department, the supervisor may send the person home to change as directed. In that event, time away from work will not be considered hours worked. An employee may use PTO time, compensatory, floating holiday, or administrative leave for such time away from work. This casual dress code will be adhered unless it is superseded by a City Administrative Policy.

**Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
July 28, 2019**

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
19.94	A	16.15891	1,292.71	2,800.88	33,610.53	Office Assistant
	B	17.03149	1,362.52	2,952.12	35,425.50	
	C	17.95119	1,436.10	3,111.54	37,338.48	
	D	18.92055	1,513.64	3,279.56	39,354.74	
	E	19.94226	1,595.38	3,456.66	41,479.90	
20.48	A	16.59123	1,327.30	2,875.81	34,509.76	Engineering Aide/ Planning Aide
	B	17.48716	1,398.97	3,031.11	36,373.29	
	C	18.43147	1,474.52	3,194.79	38,337.46	
	D	19.42677	1,554.14	3,367.31	40,407.68	
	E	20.47582	1,638.07	3,549.14	42,589.71	
21.36	A	17.30471	1,384.38	2,999.48	35,993.80	Custodian/ Parking Control Officer
	B	18.23916	1,459.13	3,161.45	37,937.45	
	C	19.22407	1,537.93	3,332.17	39,986.07	
	D	20.26217	1,620.97	3,512.11	42,145.31	
	E	21.35633	1,708.51	3,701.76	44,421.17	
22.10	A	17.91023	1,432.82	3,104.44	37,253.28	Account Clerk
	B	18.87738	1,510.19	3,272.08	39,264.95	
	C	19.89676	1,591.74	3,448.77	41,385.26	
	D	20.97119	1,677.70	3,635.01	43,620.08	
	E	22.10363	1,768.29	3,831.30	45,975.55	
23.54	A	19.07807	1,526.25	3,306.87	39,682.39	Office Specialist
	B	20.10829	1,608.66	3,485.44	41,825.24	
	C	21.19414	1,695.53	3,673.65	44,083.81	
	D	22.33862	1,787.09	3,872.03	46,464.33	
	E	23.54491	1,883.59	4,081.12	48,973.41	
24.67	A	19.99368	1,599.49	3,465.57	41,586.85	Community Svcs. Officer/ Police Services Officer
	B	21.07334	1,685.87	3,652.71	43,832.55	
	C	22.21130	1,776.90	3,849.96	46,199.50	
	D	23.41071	1,872.86	4,057.86	48,694.28	
	E	24.67489	1,973.99	4,276.98	51,323.77	
25.32	A	20.51817	1,641.45	3,556.48	42,677.79	Crime Prevention Officer/ Maintenance Worker
	B	21.62615	1,730.09	3,748.53	44,982.39	
	C	22.79396	1,823.52	3,950.95	47,411.44	
	D	24.02483	1,921.99	4,164.30	49,971.65	
	E	25.32217	2,025.77	4,389.18	52,670.11	
25.83	A	20.92671	1,674.14	3,627.30	43,527.56	GIS Specialist/ Administrative Assistant
	B	22.05675	1,764.54	3,823.17	45,878.04	
	C	23.24781	1,859.82	4,029.62	48,355.44	
	D	24.50319	1,960.26	4,247.22	50,966.64	
	E	25.82636	2,066.11	4,476.57	53,718.83	

**Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
July 28, 2019**

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
25.97	A	21.04125	1,683.30	3,647.15	43,765.80	Building Permit Tech/ Planning Tech/ Accounting Tech
	B	22.17748	1,774.20	3,844.10	46,129.16	
	C	23.37506	1,870.00	4,051.68	48,620.12	
	D	24.63731	1,970.98	4,270.47	51,245.60	
	E	25.96772	2,077.42	4,501.07	54,012.86	
27.64	A	22.39655	1,791.72	3,882.07	46,584.82	Community Svcs Coord./ City Clerk Specialist
	B	23.60596	1,888.48	4,091.70	49,100.40	
	C	24.88068	1,990.45	4,312.65	51,751.81	
	D	26.22424	2,097.94	4,545.53	54,546.42	
	E	27.64035	2,211.23	4,790.99	57,491.93	
27.76	A	22.49431	1,799.54	3,899.01	46,788.16	Facility Maintenance Tech.
	B	23.70900	1,896.72	4,109.56	49,314.72	
	C	24.98929	1,999.14	4,331.48	51,977.72	
	D	26.33871	2,107.10	4,565.38	54,784.52	
	E	27.76100	2,220.88	4,811.91	57,742.88	
27.92	A	22.62477	1,809.98	3,921.63	47,059.52	Equipment Mechanic
	B	23.84651	1,907.72	4,133.40	49,600.74	
	C	25.13422	2,010.74	4,356.60	52,279.18	
	D	26.49147	2,119.32	4,591.85	55,102.26	
	E	27.92201	2,233.76	4,839.82	58,077.78	
28.49	A	23.08616	1,846.89	4,001.60	48,019.21	Maintenance Crew Leader
	B	24.33281	1,946.62	4,217.69	50,612.24	
	C	25.64678	2,051.74	4,445.44	53,345.30	
	D	27.03171	2,162.54	4,685.50	56,225.96	
	E	28.49142	2,279.31	4,938.51	59,262.15	
29.10	A	23.57572	1,886.06	4,086.46	49,037.50	HR Technician/ IT Technician/ Management Assistant/ Senior Accounting Tech.
	B	24.84881	1,987.90	4,307.13	51,685.52	
	C	26.19065	2,095.25	4,539.71	54,476.55	
	D	27.60495	2,208.40	4,784.86	57,418.30	
	E	29.09562	2,327.65	5,043.24	60,518.89	
29.33	A	23.76174	1,900.94	4,118.70	49,424.42	Facilities Maint. Tech. II/ Senior Engineering Aide
	B	25.04487	2,003.59	4,341.11	52,093.33	
	C	26.39729	2,111.78	4,575.53	54,906.36	
	D	27.82274	2,225.82	4,822.61	57,871.30	
	E	29.32517	2,346.01	5,083.03	60,996.35	
29.93	A	24.25136	1,940.11	4,203.57	50,442.83	Public Safety Dispatcher
	B	25.56093	2,044.87	4,430.56	53,166.73	
	C	26.94122	2,155.30	4,669.81	56,037.74	
	D	28.39605	2,271.68	4,921.98	59,063.78	
	E	29.92944	2,394.36	5,187.77	62,253.24	

Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
July 28, 2019

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
30.21	A	24.48128	1,958.50	4,243.42	50,921.06	Code Enforcement Officer/ Dev. Svcs. Coordinator/ Senior Administrative Asst.
	B	25.80327	2,064.26	4,472.57	53,670.80	
	C	27.19665	2,175.73	4,714.09	56,569.03	
	D	28.66527	2,293.22	4,968.65	59,623.76	
	E	30.21319	2,417.06	5,236.95	62,843.44	
30.53	A	24.74149	1,979.32	4,288.52	51,462.30	Police Property Technician
	B	26.07753	2,086.20	4,520.11	54,241.26	
	C	27.48572	2,198.86	4,764.19	57,170.30	
	D	28.96995	2,317.60	5,021.46	60,257.50	
	E	30.53433	2,442.75	5,292.62	63,511.41	
30.98	A	25.10463	2,008.37	4,351.47	52,217.63	Environ. Compliance Officer
	B	26.46028	2,116.82	4,586.45	55,037.38	
	C	27.88914	2,231.13	4,834.12	58,009.41	
	D	29.39515	2,351.61	5,095.16	61,141.91	
	E	30.98249	2,478.60	5,370.30	64,443.58	
31.38	A	25.42979	2,034.38	4,407.83	52,893.96	Assistant Planner
	B	26.80300	2,144.24	4,645.85	55,750.24	
	C	28.25036	2,260.03	4,896.73	58,760.75	
	D	29.77588	2,382.07	5,161.15	61,933.83	
	E	31.38378	2,510.70	5,439.86	65,278.26	
31.61	A	25.61451	2,049.16	4,439.85	53,278.18	Exec. Asst. to the City Admin.
	B	26.99769	2,159.82	4,679.60	56,155.20	
	C	28.45557	2,276.45	4,932.30	59,187.59	
	D	29.99217	2,399.37	5,198.64	62,383.71	
	E	31.61175	2,528.94	5,479.37	65,752.44	
32.54	A	26.36381	2,109.10	4,569.73	54,836.72	Public Works Inspector
	B	27.78746	2,223.00	4,816.49	57,797.92	
	C	29.28798	2,343.04	5,076.58	60,919.00	
	D	30.86953	2,469.56	5,350.72	64,208.62	
	E	32.53648	2,602.92	5,639.66	67,675.88	
32.97	A	26.71327	2,137.06	4,630.30	55,563.60	Building Inspector/ Senior Code Enf. Officer
	B	28.15579	2,252.46	4,880.34	58,564.04	
	C	29.67620	2,374.10	5,143.87	61,726.50	
	D	31.27871	2,502.30	5,421.64	65,059.72	
	E	32.96776	2,637.42	5,714.41	68,572.94	
33.34	A	27.01786	2,161.43	4,683.10	56,197.15	Senior Building Inspector
	B	28.47682	2,278.15	4,935.98	59,231.79	
	C	30.01457	2,401.17	5,202.53	62,430.31	
	D	31.63536	2,530.83	5,483.46	65,801.55	
	E	33.34367	2,667.49	5,779.57	69,354.83	

**Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
July 28, 2019**

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
34.20	A	27.71151	2,216.92	4,803.33	57,639.94	Police Civilian Investigator
	B	29.20793	2,336.63	5,062.71	60,752.49	
	C	30.78516	2,462.81	5,336.09	64,033.13	
	D	32.44756	2,595.80	5,624.24	67,490.92	
	E	34.19973	2,735.98	5,927.95	71,135.44	
35.91	A	29.09875	2,327.90	5,043.78	60,525.40	Police Services Supervisor
	B	30.67008	2,453.61	5,316.15	63,793.77	
	C	32.32626	2,586.10	5,603.22	67,238.62	
	D	34.07188	2,725.75	5,905.79	70,869.51	
	E	35.91176	2,872.94	6,224.71	74,696.46	

Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
January 12, 2020

<u>SAL</u> <u>SCH</u>	<u>STEP</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>	
19.94	A	16.15891	1,292.71	2,800.88	33,610.53	Office Assistant
	B	17.03149	1,362.52	2,952.12	35,425.50	
	C	17.95119	1,436.10	3,111.54	37,338.48	
	D	18.92055	1,513.64	3,279.56	39,354.74	
	E	19.94226	1,595.38	3,456.66	41,479.90	
20.48	A	16.59123	1,327.30	2,875.81	34,509.76	Engineering Aide/ Planning Aide
	B	17.48716	1,398.97	3,031.11	36,373.29	
	C	18.43147	1,474.52	3,194.79	38,337.46	
	D	19.42677	1,554.14	3,367.31	40,407.68	
	E	20.47582	1,638.07	3,549.14	42,589.71	
21.36	A	17.30471	1,384.38	2,999.48	35,993.80	Custodian/ Parking Control Officer
	B	18.23916	1,459.13	3,161.45	37,937.45	
	C	19.22407	1,537.93	3,332.17	39,986.07	
	D	20.26217	1,620.97	3,512.11	42,145.31	
	E	21.35633	1,708.51	3,701.76	44,421.17	
22.10	A	17.91023	1,432.82	3,104.44	37,253.28	Account Clerk
	B	18.87738	1,510.19	3,272.08	39,264.95	
	C	19.89676	1,591.74	3,448.77	41,385.26	
	D	20.97119	1,677.70	3,635.01	43,620.08	
	E	22.10363	1,768.29	3,831.30	45,975.55	
23.54	A	19.07807	1,526.25	3,306.87	39,682.39	Office Specialist
	B	20.10829	1,608.66	3,485.44	41,825.24	
	C	21.19414	1,695.53	3,673.65	44,083.81	
	D	22.33862	1,787.09	3,872.03	46,464.33	
	E	23.54491	1,883.59	4,081.12	48,973.41	
24.67	A	19.99368	1,599.49	3,465.57	41,586.85	Community Svcs. Officer/ Police Services Officer
	B	21.07334	1,685.87	3,652.71	43,832.55	
	C	22.21130	1,776.90	3,849.96	46,199.50	
	D	23.41071	1,872.86	4,057.86	48,694.28	
	E	24.67489	1,973.99	4,276.98	51,323.77	
25.32	A	20.51817	1,641.45	3,556.48	42,677.79	Crime Prevention Officer/ Maintenance Worker
	B	21.62615	1,730.09	3,748.53	44,982.39	
	C	22.79396	1,823.52	3,950.95	47,411.44	
	D	24.02483	1,921.99	4,164.30	49,971.65	
	E	25.32217	2,025.77	4,389.18	52,670.11	
25.83	A	20.92671	1,674.14	3,627.30	43,527.56	GIS Specialist/ Administrative Assistant
	B	22.05675	1,764.54	3,823.17	45,878.04	
	C	23.24781	1,859.82	4,029.62	48,355.44	
	D	24.50319	1,960.26	4,247.22	50,966.64	
	E	25.82636	2,066.11	4,476.57	53,718.83	

**Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
January 12, 2020**

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
25.97	A	21.04125	1,683.30	3,647.15	43,765.80	Building Permit Tech/ Planning Tech/ Accounting Tech
	B	22.17748	1,774.20	3,844.10	46,129.16	
	C	23.37506	1,870.00	4,051.68	48,620.12	
	D	24.63731	1,970.98	4,270.47	51,245.60	
	E	25.96772	2,077.42	4,501.07	54,012.86	
27.64	A	22.39655	1,791.72	3,882.07	46,584.82	Community Svcs Coord./ City Clerk Specialist
	B	23.60596	1,888.48	4,091.70	49,100.40	
	C	24.88068	1,990.45	4,312.65	51,751.81	
	D	26.22424	2,097.94	4,545.53	54,546.42	
	E	27.64035	2,211.23	4,790.99	57,491.93	
27.76	A	22.49431	1,799.54	3,899.01	46,788.16	Facility Maintenance Tech.
	B	23.70900	1,896.72	4,109.56	49,314.72	
	C	24.98929	1,999.14	4,331.48	51,977.72	
	D	26.33871	2,107.10	4,565.38	54,784.52	
	E	27.76100	2,220.88	4,811.91	57,742.88	
27.92	A	22.62477	1,809.98	3,921.63	47,059.52	Equipment Mechanic
	B	23.84651	1,907.72	4,133.40	49,600.74	
	C	25.13422	2,010.74	4,356.60	52,279.18	
	D	26.49147	2,119.32	4,591.85	55,102.26	
	E	27.92201	2,233.76	4,839.82	58,077.78	
28.49	A	23.08616	1,846.89	4,001.60	48,019.21	Maintenance Crew Leader
	B	24.33281	1,946.62	4,217.69	50,612.24	
	C	25.64678	2,051.74	4,445.44	53,345.30	
	D	27.03171	2,162.54	4,685.50	56,225.96	
	E	28.49142	2,279.31	4,938.51	59,262.15	
29.10	A	23.57572	1,886.06	4,086.46	49,037.50	HR Technician/ IT Technician/ Management Assistant/ Senior Accounting Tech.
	B	24.84881	1,987.90	4,307.13	51,685.52	
	C	26.19065	2,095.25	4,539.71	54,476.55	
	D	27.60495	2,208.40	4,784.86	57,418.30	
	E	29.09562	2,327.65	5,043.24	60,518.89	
29.33	A	23.76174	1,900.94	4,118.70	49,424.42	Facilities Maint. Tech. II/ Senior Engineering Aide
	B	25.04487	2,003.59	4,341.11	52,093.33	
	C	26.39729	2,111.78	4,575.53	54,906.36	
	D	27.82274	2,225.82	4,822.61	57,871.30	
	E	29.32517	2,346.01	5,083.03	60,996.35	
30.21	A	24.48128	1,958.50	4,243.42	50,921.06	Code Enforcement Officer/ Dev. Svcs. Coordinator/ Senior Administrative Asst.
	B	25.80327	2,064.26	4,472.57	53,670.80	
	C	27.19665	2,175.73	4,714.09	56,569.03	
	D	28.66527	2,293.22	4,968.65	59,623.76	
	E	30.21319	2,417.06	5,236.95	62,843.44	

**Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
January 12, 2020**

<u>SAL</u> <u>SCH</u>	<u>STEP</u>	<u>HOURLY</u>	<u>BIWEEKLY</u>	<u>MONTHLY</u>	<u>ANNUALLY</u>	
30.53	A	24.74149	1,979.32	4,288.52	51,462.30	Police Property Technician
	B	26.07753	2,086.20	4,520.11	54,241.26	
	C	27.48572	2,198.86	4,764.19	57,170.30	
	D	28.96995	2,317.60	5,021.46	60,257.50	
	E	30.53433	2,442.75	5,292.62	63,511.41	
30.98	A	25.10463	2,008.37	4,351.47	52,217.63	Environ. Compliance Officer
	B	26.46028	2,116.82	4,586.45	55,037.38	
	C	27.88914	2,231.13	4,834.12	58,009.41	
	D	29.39515	2,351.61	5,095.16	61,141.91	
	E	30.98249	2,478.60	5,370.30	64,443.58	
31.38	A	25.42979	2,034.38	4,407.83	52,893.96	Assistant Planner
	B	26.80300	2,144.24	4,645.85	55,750.24	
	C	28.25036	2,260.03	4,896.73	58,760.75	
	D	29.77588	2,382.07	5,161.15	61,933.83	
	E	31.38378	2,510.70	5,439.86	65,278.26	
31.61	A	25.61451	2,049.16	4,439.85	53,278.18	Exec. Asst. to the City Admin.
	B	26.99769	2,159.82	4,679.60	56,155.20	
	C	28.45557	2,276.45	4,932.30	59,187.59	
	D	29.99217	2,399.37	5,198.64	62,383.71	
	E	31.61175	2,528.94	5,479.37	65,752.44	
31.73	A	25.70644	2,056.52	4,455.78	53,469.40	Public Safety Dispatcher
	B	27.09459	2,167.57	4,696.40	56,356.75	
	C	28.55770	2,284.62	4,950.00	59,400.02	
	D	30.09982	2,407.99	5,217.30	62,607.63	
	E	31.72521	2,538.02	5,499.04	65,988.44	
32.54	A	26.36381	2,109.10	4,569.73	54,836.72	Public Works Inspector
	B	27.78746	2,223.00	4,816.49	57,797.92	
	C	29.28798	2,343.04	5,076.58	60,919.00	
	D	30.86953	2,469.56	5,350.72	64,208.62	
	E	32.53648	2,602.92	5,639.66	67,675.88	
32.97	A	26.71327	2,137.06	4,630.30	55,563.60	Building Inspector/ Senior Code Enf. Officer
	B	28.15579	2,252.46	4,880.34	58,564.04	
	C	29.67620	2,374.10	5,143.87	61,726.50	
	D	31.27871	2,502.30	5,421.64	65,059.72	
	E	32.96776	2,637.42	5,714.41	68,572.94	
33.34	A	27.01786	2,161.43	4,683.10	56,197.15	Senior Building Inspector
	B	28.47682	2,278.15	4,935.98	59,231.79	
	C	30.01457	2,401.17	5,202.53	62,430.31	
	D	31.63536	2,530.83	5,483.46	65,801.55	
	E	33.34367	2,667.49	5,779.57	69,354.83	

**Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
January 12, 2020**

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
34.20	A	27.71151	2,216.92	4,803.33	57,639.94	Police Civilian Investigator
	B	29.20793	2,336.63	5,062.71	60,752.49	
	C	30.78516	2,462.81	5,336.09	64,033.13	
	D	32.44756	2,595.80	5,624.24	67,490.92	
	E	34.19973	2,735.98	5,927.95	71,135.44	
35.91	A	29.09875	2,327.90	5,043.78	60,525.40	Police Services Supervisor
	B	30.67008	2,453.61	5,316.15	63,793.77	
	C	32.32626	2,586.10	5,603.22	67,238.62	
	D	34.07188	2,725.75	5,905.79	70,869.51	
	E	35.91176	2,872.94	6,224.71	74,696.46	
37.71	A	30.55369	2,444.30	5,295.97	63,551.68	Police Services Supervisor - Dispatch
	B	32.20359	2,576.29	5,581.96	66,983.47	
	C	33.94258	2,715.41	5,883.38	70,600.57	
	D	35.77548	2,862.04	6,201.08	74,413.00	
	E	37.70736	3,016.59	6,535.94	78,431.31	

**Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
June 28, 2020**

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
20.64	A	16.72447	1,337.96	2,898.91	34,786.90	Office Assistant
	B	17.62759	1,410.21	3,055.45	36,665.39	
	C	18.57948	1,486.36	3,220.44	38,645.32	
	D	19.58277	1,566.62	3,394.35	40,732.16	
	E	20.64024	1,651.22	3,577.64	42,931.70	
21.19	A	17.17192	1,373.75	2,976.47	35,717.59	Engineering Aide/ Planning Aide
	B	18.09920	1,447.94	3,137.19	37,646.34	
	C	19.07656	1,526.12	3,306.60	39,679.24	
	D	20.10669	1,608.54	3,485.16	41,821.92	
	E	21.19245	1,695.40	3,673.36	44,080.30	
22.10	A	17.91037	1,432.83	3,104.46	37,253.57	Custodian/ Parking Control Officer
	B	18.87753	1,510.20	3,272.11	39,265.26	
	C	19.89692	1,591.75	3,448.80	41,385.59	
	D	20.97135	1,677.71	3,635.03	43,620.41	
	E	22.10380	1,768.30	3,831.33	45,975.90	
22.88	A	18.53709	1,482.97	3,213.10	38,557.15	Account Clerk
	B	19.53809	1,563.05	3,386.60	40,639.23	
	C	20.59315	1,647.45	3,569.48	42,833.75	
	D	21.70518	1,736.41	3,762.23	45,146.77	
	E	22.87726	1,830.18	3,965.39	47,584.70	
24.37	A	19.74580	1,579.66	3,422.61	41,071.26	Office Specialist
	B	20.81207	1,664.97	3,607.43	43,289.11	
	C	21.93592	1,754.87	3,802.23	45,626.71	
	D	23.12046	1,849.64	4,007.55	48,090.56	
	E	24.36896	1,949.52	4,223.95	50,687.44	
25.54	A	20.69346	1,655.48	3,586.87	43,042.40	Community Svcs. Officer/ Police Services Officer
	B	21.81091	1,744.87	3,780.56	45,366.69	
	C	22.98870	1,839.10	3,984.71	47,816.50	
	D	24.23009	1,938.41	4,199.88	50,398.59	
	E	25.53851	2,043.08	4,426.68	53,120.10	
26.21	A	21.23631	1,698.90	3,680.96	44,171.52	Crime Prevention Officer/ Maintenance Worker
	B	22.38307	1,790.65	3,879.73	46,556.79	
	C	23.59176	1,887.34	4,089.24	49,070.86	
	D	24.86572	1,989.26	4,310.06	51,720.70	
	E	26.20847	2,096.68	4,542.80	54,513.62	
26.73	A	21.65914	1,732.73	3,754.25	45,051.01	GIS Specialist/ Administrative Assistant
	B	22.82873	1,826.30	3,956.98	47,483.76	
	C	24.06148	1,924.92	4,170.66	50,047.88	
	D	25.36080	2,028.86	4,395.87	52,750.46	
	E	26.73028	2,138.42	4,633.25	55,598.98	

**Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
June 28, 2020**

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
26.88	A	21.77769	1,742.22	3,774.80	45,297.60	Building Permit Tech/ Planning Tech/ Accounting Tech
	B	22.95369	1,836.30	3,978.64	47,743.68	
	C	24.19319	1,935.46	4,193.49	50,321.84	
	D	25.49962	2,039.97	4,419.93	53,039.21	
	E	26.87660	2,150.13	4,658.61	55,903.33	
28.61	A	23.18043	1,854.43	4,017.94	48,215.29	Community Svcs Coord./ City Clerk Specialist
	B	24.43217	1,954.57	4,234.91	50,818.91	
	C	25.75151	2,060.12	4,463.60	53,563.14	
	D	27.14209	2,171.37	4,704.63	56,455.55	
	E	28.60776	2,288.62	4,958.68	59,504.14	
28.73	A	23.28161	1,862.53	4,035.48	48,425.75	Facility Maintenance Tech.
	B	24.53882	1,963.11	4,253.40	51,040.75	
	C	25.86392	2,069.11	4,483.08	53,796.95	
	D	27.26057	2,180.85	4,725.17	56,701.99	
	E	28.73264	2,298.61	4,980.32	59,763.89	
28.90	A	23.41664	1,873.33	4,058.88	48,706.61	Equipment Mechanic
	B	24.68114	1,974.49	4,278.06	51,336.77	
	C	26.01392	2,081.11	4,509.08	54,108.95	
	D	27.41867	2,193.49	4,752.57	57,030.83	
	E	28.89928	2,311.94	5,009.21	60,110.50	
29.49	A	23.89418	1,911.53	4,141.66	49,699.89	Maintenance Crew Leader
	B	25.18447	2,014.76	4,365.31	52,383.70	
	C	26.54443	2,123.55	4,601.03	55,212.41	
	D	27.97783	2,238.23	4,849.49	58,193.89	
	E	29.48863	2,359.09	5,111.36	61,336.35	
30.11	A	24.40087	1,952.07	4,229.48	50,753.81	HR Technician/ IT Technician/ Management Assistant/ Senior Accounting Tech.
	B	25.71852	2,057.48	4,457.88	53,494.52	
	C	27.10732	2,168.59	4,698.60	56,383.23	
	D	28.57112	2,285.69	4,952.33	59,427.93	
	E	30.11396	2,409.12	5,219.75	62,637.04	
30.35	A	24.59340	1,967.47	4,262.86	51,154.27	Facilities Maint. Tech. II/ Senior Engineering Aide
	B	25.92144	2,073.72	4,493.05	53,916.60	
	C	27.32120	2,185.70	4,735.67	56,828.10	
	D	28.79654	2,303.72	4,991.40	59,896.80	
	E	30.35155	2,428.12	5,260.94	63,131.22	
31.27	A	25.33812	2,027.05	4,391.94	52,703.29	Code Enforcement Officer/ Dev. Svcs. Coordinator/ Senior Administrative Asst.
	B	26.70638	2,136.51	4,629.11	55,549.27	
	C	28.14852	2,251.88	4,879.08	58,548.92	
	D	29.66854	2,373.48	5,142.55	61,710.56	
	E	31.27064	2,501.65	5,420.24	65,042.93	

Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
June 28, 2020

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
31.60	A	25.60744	2,048.60	4,438.62	53,263.48	Police Property Technician
	B	26.99024	2,159.22	4,678.31	56,139.70	
	C	28.44771	2,275.82	4,930.94	59,171.24	
	D	29.98389	2,398.71	5,197.21	62,366.49	
	E	31.60302	2,528.24	5,477.86	65,734.28	
32.07	A	25.98329	2,078.66	4,503.77	54,045.24	Environ. Compliance Officer
	B	27.38639	2,190.91	4,746.97	56,963.69	
	C	28.86526	2,309.22	5,003.31	60,039.74	
	D	30.42398	2,433.92	5,273.49	63,281.88	
	E	32.06687	2,565.35	5,558.26	66,699.09	
32.48	A	26.31983	2,105.59	4,562.10	54,745.25	Assistant Planner
	B	27.74110	2,219.29	4,808.46	57,701.49	
	C	29.23912	2,339.13	5,068.11	60,817.37	
	D	30.81803	2,465.44	5,341.79	64,101.50	
	E	32.48220	2,598.58	5,630.25	67,562.98	
32.72	A	26.51102	2,120.88	4,595.24	55,142.92	Exec. Asst. to the City Admin.
	B	27.94262	2,235.41	4,843.39	58,120.65	
	C	29.45152	2,356.12	5,104.93	61,259.16	
	D	31.04190	2,483.35	5,380.60	64,567.15	
	E	32.71816	2,617.45	5,671.15	68,053.77	
33.68	A	27.28654	2,182.92	4,729.67	56,756.00	Public Works Inspector
	B	28.76001	2,300.80	4,985.07	59,820.82	
	C	30.31305	2,425.04	5,254.26	63,051.14	
	D	31.94995	2,556.00	5,537.99	66,455.90	
	E	33.67525	2,694.02	5,837.04	70,044.52	
34.12	A	27.64823	2,211.86	4,792.36	57,508.32	Building Inspector/ Senior Code Enf. Officer
	B	29.14123	2,331.30	5,051.15	60,613.76	
	C	30.71486	2,457.19	5,323.91	63,886.91	
	D	32.37346	2,589.88	5,611.40	67,336.80	
	E	34.12163	2,729.73	5,914.42	70,972.99	
34.51	A	27.96349	2,237.08	4,847.00	58,164.06	Senior Building Inspector
	B	29.47352	2,357.88	5,108.74	61,304.92	
	C	31.06509	2,485.21	5,384.62	64,615.39	
	D	32.74260	2,619.41	5,675.38	68,104.61	
	E	34.51070	2,760.86	5,981.85	71,782.26	
34.74	A	28.14855	2,251.88	4,879.08	58,548.98	Public Safety Dispatcher
	B	29.66857	2,373.49	5,142.55	61,710.63	
	C	31.27067	2,501.65	5,420.25	65,042.99	
	D	32.95929	2,636.74	5,712.94	68,555.32	
	E	34.73909	2,779.13	6,021.44	72,257.31	

**Placentia City Employees Association (PCEA)
Job Class and Salary Schedule
June 28, 2020**

SAL SCH	STEP	HOURLY	BIWEEKLY	MONTHLY	ANNUALLY	
35.40	A	28.68141	2,294.51	4,971.44	59,657.33	Police Civilian Investigator
	B	30.23021	2,418.42	5,239.90	62,878.84	
	C	31.86264	2,549.01	5,522.86	66,274.29	
	D	33.58322	2,686.66	5,821.09	69,853.10	
	E	35.39671	2,831.74	6,135.43	73,625.16	
37.17	A	30.11721	2,409.38	5,220.32	62,643.80	Police Services Supervisor
	B	31.74354	2,539.48	5,502.21	66,026.56	
	C	33.45769	2,676.62	5,799.33	69,592.00	
	D	35.26441	2,821.15	6,112.50	73,349.97	
	E	37.16869	2,973.50	6,442.57	77,310.88	
39.03	A	31.62307	2,529.85	5,481.33	65,775.99	Police Services Supervisor - Dispatch
	B	33.33072	2,666.46	5,777.32	69,327.90	
	C	35.13058	2,810.45	6,089.30	73,071.61	
	D	37.02763	2,962.21	6,418.12	77,017.47	
	E	39.02712	3,122.17	6,764.70	81,176.41	



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: JULY 23, 2019

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH PUBLIC CONSULTING GROUP FOR FIRE DEPARTMENT IMPLEMENTATION SERVICES**

FISCAL
IMPACT: EXPENSE: \$50,000 CONSULTANT SERVICES
BUDGETED: \$50,000 FY 2019-20 OPERATING BUDGET

SUMMARY:

On June 4, 2019, the City Council voted to establish the Placentia Fire and Life Safety Department (the "Department") and awarded a contract to Lynch EMS for 9-1-1/Advanced Life Support services. As a part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department. On June 18, 2019, the City Council approved a contract with Lincoln Public Safety Management for a Senior Executive Fire Advisor to fulfill the duties associated with an Interim Fire Chief. The second step in the implementation of the Department was to provide authorization to Staff to purchase the necessary fire apparatus needed to deliver fire protection, suppression and other public safety functions to the community which was completed on July 9, 2019.

The City's detailed proposal to establish the Placentia Fire and Life Safety Department outlines all of the various duties and assignments the new Department will be tasked with on a daily basis. The proposal also outlines all the various tools and equipment needed by the Department, dispatching needs, fire apparatus build specifications, and community risk reduction education programs, to name a few. The City utilized the services of Deputy Fire Chief Ken Riddle, Retired, to create the framework and operational plan of the City's new Fire Department. His assistance and professional advice is still needed to provide administrative support to City Staff and the City's Interim Fire Chief with the implementation phase of standing up a new City Fire Department. Chief Riddle's extensive knowledge and experience in the fire service as well as his intimate knowledge of Placentia's new Fire Department will be critical in assisting Staff with a myriad of tasks that need to be accomplished by July 1, 2020 to fully operationalize the new Fire and Life Safety Department.

RECOMMENDATION:

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

1. u.
July 23, 2019

1. Award a Professional Services Agreement for Placentia Fire and Life Safety Department Implementation Services with Public Consulting Group, Inc., for a not-to-exceed amount of \$50,000; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$5,000; and
3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On June 4, 2019, the City Council accepted the recommendation of the Fire Protection RFP Review Committee and directed Staff to take the necessary measures and specific actions to staff, equip, and fully operationalize the Placentia Fire and Life Safety Department (the "Department") by July 1, 2020. On June 18, 2019, the City Council awarded an agreement to Lincoln Public Safety Management for a Senior Executive Fire Advisor to fulfill the duties associated with an Interim Fire Chief, and on July 9, 2019, the City Council approved the purchase of new fire apparatus. The authorization to enter into an agreement with Public Consulting Group, Inc., (PCG) is presented to the City Council for its review and consideration as Staff is now working to implement and operationalize the City's new Fire Department.

Retired Deputy Fire Chief Ken Riddle from the Las Vegas Fire and Rescue Department was the City's consultant and subject matter expert responsible for developing the conceptual and operational plan for the Placentia Fire and Life Safety Department. The Department will provide a full complement of fire protection services to the community that Chief Riddle analyzed within the context of the services currently provided to the City, and in conjunction with Placentia's actual risk profile, call data and volume, and its desire to deliver these services in a financially sustainable and responsible manner.

While the hiring of an Interim Fire Chief and the purchase of fire apparatus are critical components to establishing a new Fire Department, there are many other tasks that must be completed by July 1, 2020, to fully operationalize the Placentia Fire and Life Safety Department. These tasks include everything from training the City's dispatchers to handle emergency medical calls, to the purchase of firefighter personal protective equipment, establishing department standards, implementing a new CAD system for the Fire Department and collaborating with local fire academies to establish a robust reserve firefighter program in Placentia. Chief Riddle's role in the Department implementation phase will be to act as an extension of City Staff in completing a number of operational tasks and assignments. This work scope includes:

- Participate with the City, its EMS service provider and EMS Coordinator in establishing processes for integrating fire and EMS 9-1-1 call intake and processing.
- Serve as the City's main point of contact with the fire CAD vendor, reporting system and station alerting vendor
- Assist the City with the development of job descriptions and flyers for all department personnel and participate in candidate evaluations.

- Outreach and establish partnerships with Southern California Fire Academies to develop and implement the City's robust reserve firefighter program.
- Develop an annual fire academy scholarship program with the Placentia-Linda Unified School District for graduating Seniors from El Dorado and Valencia High Schools.
- Coordinate with OCFA to conduct a fire station facility assessment and develop a fire station transition plan.
- Develop an implementation plan for the City's planned emergency vehicle traffic signal preemption solution, Opticom.
- Continue assisting the City with the evaluation of and development of technical specifications for the City's new fire apparatus and other Fire Department emergency vehicles.
- Develop a Fire Department cost recovery system.
- Coordinate with the Insurance Services Office (ISO) to evaluate the City's Fire Department and fire suppression capabilities once implemented.
- Implement various fire prevention/education programs and fire/life safety inspection programs and processes.

Given the extensive amount of time and effort needed to stand up a brand-new City Fire Department, outside consulting assistance is needed to supplement Staff's and Chief Ferguson's efforts. In addition, Chief Riddle's extensive experience and expertise in Fire Department operations will prove helpful in completing all the tasks noted above. Lastly, as the author of the City's proposal for the Placentia Fire and Life Safety Department, Chief Riddle's insights and knowledge of Placentia's risk profile and commitment to innovative service delivery models will be critical in ensuring a smooth transition.

FISCAL IMPACT:

The cost for these professional consulting services amounts to \$50,000 over the next twelve months. Funds for these services were budgeted in the Fiscal Year 2019-20 Operating Budget. As such, sufficient funds exist for the recommended actions.

Prepared by:



Rosanna Ramirez
Director of Administrative Services

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:
Professional Services Agreement

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
PUBLIC CONSULTING GROUP (PCG)**

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 PUBLIC CONSULTING GROUP, INC. (PCG), a Boston-based consulting firm (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide assistance with the implementation of a new fire and life safety department 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, which satisfaction will

not be unreasonably withheld. 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 reasonable 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 fifty-thousand dollars (\$50,000.00).

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.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in 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 formal 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 such a formal 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 July 22, 2020, 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 thirty (30) 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) business 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, within thirty-five (35) days after service of the notice of termination, for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written 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) business 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.

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:

Public Consulting Group, Inc.
999 18th St., Suite 1425
Denver, CO 80202
Tel: 512-287-4675

Attn: James Dachos

IF TO CITY:

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

Attn:

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) business days of request or within ten (10) business 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.

To the extent any work product, equipment or materials ("works") used, delivered, shared, or accessed in this Agreement contain Consultant Pre-existing Material, Consultant hereby grants to City an irrevocable, perpetual, nonexclusive, royalty-free, world-wide license to use, execute, reproduce, display, perform, and distribute copies of Consultant Pre-existing Material, but only as they are incorporated into and form a part of the works developed for City pursuant to this Agreement. "Consultant Pre-existing Material" means materials, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property right developed, licensed or otherwise acquired by Consultant, independent of the services to be rendered under this Agreement. Notwithstanding anything to the contrary in this Agreement, all ownership, rights, and interest to any Consultant Pre-existing Material shall remain with Consultant and will not be transferred to City.

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.

6.27 NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

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

Mayor Rhonda Shader

Date: _____

ATTEST:

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

CONSULTANT

Signature

Date: _____

James Dachos, Associate Manager/Health
Name and Title

04-2942913
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: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

This proposal is being submitted by Public Consulting Group (PCG) to the City of Placentia to offer consulting services to support the City's efforts with the implementation of fire protection services as outlined in the City's response to RFP 2018-02, Request for Proposals for Fire Protection Services. PCG is uniquely qualified for this project since our consultant, Kenneth Riddle, assisted the City with its RFP proposal for fire protection services in addition to our qualifications with cost allocation plans and cost reporting for several of government agencies nationwide. PCG proposes to collaborate with the City staff, interim fire chief, and full-time fire chief in the future to establish the Placentia Fire and Life Safety Department as described in the City's RFP proposal.

Services to be provided are described below. Total cost of services provided is \$50,000 payable in twelve (12) equal monthly payments.

NEIGHBORING EMERGENCY SERVICE PROVIDERS ORIENTATION

If the City Council decides to implement a City owned and operated fire department there will be many questions and concerns from neighboring emergency service agencies including fire departments, EMS agencies, law enforcement, and emergency communication centers. PCG will meet with representatives of these agencies to provide general and specific information regarding the City's proposed fire department structure and design. These face-to-face meetings will minimize rumors and misinformation as well as allow the City to know up front what concerns are out there and the City can address them as needed.

Section C: Proposed Method for Providing Services and Deployment Strategies

9-1-1 CALL INTAKE, CALL PROCESSING AND EMERGENCY DISPATCHING SERVICES

- PCG will participate with the City, its EMS service provider and EMS Coordinator in establishing the processes for integrating fire and EMS 9-1-1 call intake, call processing and fire and EMS dispatching services within the Placentia Police Department Communications Center. This includes working with the City's point of contact (POC) for the Communications Center, CAD Vendor (Mark 43), fire RMS Vendor (Emergency Reporting), Station Alerting Vendor and other Vendors for any other services or CAD interfaces. PCG will also consult with other fire/EMS dispatch agencies that provide dispatch services to Placentia's automatic and mutual-aid agencies to ensure seamless emergency operations.

DEPARTMENT STAFFING LEVELS

EMERGENCY OPERATIONS STAFF

- PCG will assist the City with the development of job descriptions for fire department positions including fire chief, battalion chief, fire captains, fire apparatus engineer, firefighter, and reserve firefighter. Job descriptions will include required certifications and training for each position and PCG will assist in implementing the operational plan and

evaluating potential candidates as envisioned in the City's proposal for the Placentia Fire and Life Safety Department.

RESERVE FIREFIGHTERS

- PCG along with the City will outreach to the fire academies in Southern California to develop the City's Reserve Firefighter program and establish a long-term presence and relationship with those institutions as well as the California Firefighters Joint Apprentice Committee (CFJAC). The reserve firefighter program will consist of 30 reserve firefighters and a candidate pool of additional reserve firefighters to fill vacancies.
- PCG, in collaboration with the City and the Placentia-Yorba Linda Unified School District will develop an annual fire academy scholarship program aimed at graduating high school seniors from Valencia and El Dorado High Schools. This scholarship will be awarded to five students each year from each of the high schools and will pay the cost for the student to attend one of the Southern California fire academy's. Upon successful completion of the academy, each graduate will be offered a reserve firefighter position with the Placentia Fire and Life Safety Department.

PLACENTIA FIRE STATIONS AND EMERGENCY RESPONSE TIMES

- PCG will coordinate with the OCFA to conduct a facility assessment of each fire station and prepare a station transition plan. PCG will also advise the City regarding required fire department equipment and facilities needed for fire station operations. PCG will assist the City in securing equipment that may include fire station alerting components, diesel exhaust systems, radios, etc.
- PCG will develop a plan for implementing the City's emergency vehicle preemption solution, Opticom, to be phased in over a period of 1 – 2 years. Intersections will be prioritized based on traffic pattern analysis, as well as input from the Placentia Police Department.

PLACENTIA EMERGENCY FIRE APPARATUS

- PCG will collaborate with Derotic Emergency Equipment to develop apparatus specifications for two Type 1 engines, one quint aerial apparatus, one Type 6 Mini-Pumper. PCG will also confer with the contracted fire apparatus subject matter expert for advice on specifications, apparatus inspections and delivery inspections. Apparatus will meet NFPA 1901 Standards.
- PCG will assist the City in securing temporary apparatus either via a short-term lease with a local vendor or a negotiated agreement with OCFA should the delivery of the City's new apparatus extend beyond July 1, 2020.
- PCG will develop specifications for three emergency response command vehicles in conjunction with Derotic Emergency Equipment and the contracted mechanic.

COST RECOVERY

- PCG will develop a fire department cost recovery program for the City to implement in conjunction with EF Recovery Services.

PERFORMANCE MEASURES

- Insurance Services Office (ISO): PCG will apply the ISO Fire Suppression Rating Schedule standards to the development of the fire department. PCG will explore areas that may result in a higher ISO rating. PCG will coordinate with the California ISO representative assigned to evaluate the City fire department to ensure a seamless transition to the new City fire department.
- Commission of Fire Accreditation International (CFAI): PCG will initiate the accreditation process with the Center for Public Safety Excellence CFAI program.
- National Fire Protection Association Standards (NFPA): PCG will ensure the fire department will be established based on appropriate NFPA Standards, including NFPA 1710: *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

FIRE PREVENTION PROGRAMS, FIRE INVESTIGATOR, PUBLIC EDUCATION

- Working with the City's Emergency Services Coordinator, PCG will identify cost effective options for the City to provide fire protection engineering services, fire investigation services, and fire inspections.
- PCG will implement a fire inspection compliance program to ensure appropriate and timely fire inspections are completed. PCG will develop a fee schedule based on comparable fees assessed by neighboring jurisdictions.
- PCG will develop a robust public fire education program in conjunction with the Fire-ED Interactive program representatives. Fire safety education programs for schools will also be developed.
- PCG will promote and implement the Virtual Community Risk Reduction web-based services to collect data over the next year and obtain information that will provide guidance to the fire department for risk reduction strategies based on specific neighborhood demographics.

QUALITY CONTROL and SYSTEM MANAGEMENT

- PCG will facilitate the development of the fire departments records management system (RMS) with representatives of Emergency Reporting and appropriate staff for any required interfaces to the public safety CAD.
- PCG will facilitate the implementation of the National Fire Operations Reporting System (NFORS) that will provide the City real-time information regarding the fire departments activities and programs.
- PCG will develop a customer satisfaction program in alignment with other City satisfaction programs.

ONGOING ASISTANCE

- PCG will assist the City as needed with ongoing issues related to the development of the City's fire department as needed.

EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2019

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

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

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110 INSURED Public Consulting Group, Inc 148 State St. 10th Floor Boston MA 02109		CONTACT NAME: Laurie McLaughlin-Clark PHONE (A/C, No, Ext): (617) 778-5077 FAX (A/C, No): E-MAIL: ADDRESS:														
		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Allied World Specialty Insurance</td> <td>10690</td> </tr> <tr> <td>INSURER D: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Northern Insurance Company	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Allied World Specialty Insurance	10690	INSURER D: ACE American Insurance Company	22667	INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 2019-2020** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		35855036	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ Included Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		73540440	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		0311-2674	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
B	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	71724811	12/31/2018	12/31/2019	<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
D	Professional/Cyber Liab Claims Made		G25611378 003 Retro Date: 2/27/1997	4/1/2019	4/1/2020	Each Claim/Aggregate \$10,000,000 Retention \$250,000

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 included as Additional Insured with respect to General Liability and Automobile per written contract. Waiver of Subrogation is afforded under the workers Compensation policy per written contract. Coverage is subject to policy terms and conditions.

CERTIFICATE HOLDER City of Placentia 401 E. Chapman Avenue Placentia, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/JHURLE 
--	---

CHUBB®

Liability Insurance

Endorsement

Policy Period APRIL 1, 2019 TO APRIL 1, 2020
Effective Date APRIL 1, 2019
Policy Number 3585-50-36 BOS
Insured PUBLIC CONSULTING GROUP, INC.

Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued APRIL 1, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization**

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

OTHER INSURANCE - PRIMARY ADDITIONAL INSURED

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance**Endorsement**

Policy Period APRIL 1, 2019 TO APRIL 1, 2020
Effective Date APRIL 1, 2019
Policy Number 3585-50-36 BOS
Insured PUBLIC CONSULTING GROUP, INC.

Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued APRIL 1, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

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

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

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

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

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

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 23, 2019

SUBJECT: **ORANGE COUNTY HOUSING FINANCE TRUST JOINT POWERS AUTHORITY AGREEMENT**

FISCAL

IMPACT: Possible Future Grant Funding for Supportive Housing

SUMMARY:

The Orange County Housing Finance Trust Joint Powers Authority Agreement, as enacted by Assembly Bill 448, is proposed to provide and receive funds for housing for the homeless population and persons and families of extremely low, very low, and low income within the County of Orange, to include the City of Placentia. The Orange County Housing Finance Trust emphasizes funding for "supportive housing," which is housing for persons that may require additional on-site or other local services. These services may include social services, mental health services, health care, counseling, job placement, veterans' affairs, and life and budget planning.

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 entering into the Joint Exercise of Powers Agreement to become a member of the Orange County Housing Finance Trust; and
2. Approve the Orange County Housing Finance Trust Joint Powers Authority Agreement and authorize the City Administrator, or designee, to sign and execute the Agreement; and
3. Receive and file the draft bylaws, which are subject to formal adoption by the Orange County Housing Trust's Board of Directors following its creation through the execution of the Orange County Housing Finance Trust Joint Powers Agreement by the County of Orange and participating cities; and
4. Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

3. a.
July 23, 2019

5. Authorize the City Administrator, or his designee, to execute all documents necessary, substantially in a form approved by the City Attorney.

DISCUSSION:

As the Orange County region's housing prices have risen and the quantity of housing units have not kept up with demand, Orange County's cities have seen an increase in persons experiencing homelessness. Some persons are chronically homeless, meaning that they have a disabling condition and have been homeless (sheltered or unsheltered) for at least twelve consecutive months or they have had at least four episodes of homelessness in the past three years with a total duration of at least one year of homelessness. As a result, cities and city residents were experiencing greater numbers of visible homeless – on streets and medians, under freeway overpasses, along riverbeds and storm drain channels and in parks and other public facilities.

In 2017 and 2018, policy makers around the County started discussing a goal of providing up to 2,700 units of supportive housing across the region. The number was developed in part from data from the 2017 Point in Time Count. The goal of increasing the supply of housing is directly tied to addressing the County's homeless crisis. Thus, the "housing pipeline" – where a real homelessness solution involves transitioning the chronically and other homeless from the streets to emergency or bridge shelters to transitional housing and finally to supportive housing, is a critical step in solving our homeless crisis. Without enough units and beds at each step – including supportive housing – the system and solution fails.

In 2018, the Association of California Cities – Orange County, worked with local legislators (including Assembly Members Daly and Quirk-Silva and Senators Bates, Moorlach, and Nguyen) to pass AB 448. The bill was intended to allow the cities of Orange County and the County of Orange to work together to secure additional competitive public and private funds to build supportive housing units, as one large region. AB 448 allows Orange County to compete alongside the City of Los Angeles or the City of San Diego to secure state bond funds, grants and private contributions to leverage other local or Federal funds in order to construct supportive housing.

On June 12, 2018, the Orange County Board of Supervisors ("Board") approved the Housing Funding Strategy in response to the crisis of homelessness and a shortage of supportive and affordable housing in Orange County. The Housing Funding Strategy took these earlier efforts and set a target for the development of 2,700 new supportive housing units within six years and identified the need for 2,700 additional affordable units during the same period. It also concluded that capital funding requirements for the 2,700 supportive housing units was an estimated \$930 million.

Given potential funding sources known at the time, a capital gap of \$353 million was identified, along with an estimated \$350 million funding gap in operating and rental subsidies. Since that time, the County has identified additional funding sources, such as Proposition 1, Housing for a Healthy California, and Multi-Family Housing Program Supportive Housing, which reduced the estimated capital gap to \$252 million. Efforts are ongoing to identify additional funding sources and other options to close the capital, operating, and rental subsidy gaps to meet the goals of the Housing Funding Strategy.

The Purpose of the Trust

The Orange County Housing Finance Trust is developed to enable the Trust to secure primarily funds from State Housing Bond vehicles (such as Prop 1), SB 2 / Documentary Transfer Tax funds willingly provided by a Member City, developer fees willingly provided by a Member City (ensuring that the appropriate nexus remains) and private donations. The County of Orange has discussed ensuring that the County's Proposition 2 / Mental Health Services Act (MHSA) funds (estimated at up to \$70 million) would be made eligible for Trust-funded projects as well.

The Trust is envisioned to provide a stronger voice for the Orange County region to secure the region's share of State and other funds (including private grants) to help address long-term housing for persons formerly homeless. Additionally, as envisioned, supportive housing developers would go hand-in-hand with a Member City to the Trust's governing board to apply for a portion of the Trust's funds to overcome any remaining funding gap in order to complete their project.

The Trust will not build projects itself, own projects, manage projects or place projects in cities which did not apply for them. The Trust cannot require Member Cities to take a share of any allocation of supportive housing units, nor come to the table with funds to allocate. The Trust governing board would only determine whether a project application is worthy of funding from the Trust.

Terms of the Joint Powers Authority

The Joint Powers Authority ("JPA") sets forth the powers – generally to fund affordable and supportive housing projects – that the Member Cities and County would share. It sets forth the Governing Board to include four representatives from the County of Orange, all elected officials (including two members of the Board of Supervisors) and placed on the Trust Governing Board by the Orange County Board of Supervisors. The Governing Board also includes five representatives from Member Cities. In addition, the JPA document expresses that, among other things:

- Members of the Trust can leave at any time.
- Members of the Trust **cannot** have, as a condition of membership, a requirement to provide any number of housing units.
- The Trust shall have an annual report to maximize transparency.
- The Trust **cannot** issue debt. If at a later date the Trust governing board wishes to pursue debt, a recirculation and amendment of the JPA document is required.

The Agreement also preserves certain powers for the participating parties. The Agreement does not authorize the Trust to do any of the following:

- Regulate land use in cities or in the unincorporated area of the County.
- Serve as an owner or operator of housing units.
- Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project.

- Require or incentivize inclusionary zoning requirements.
- Require the Parties to this Agreement to dedicate or assign funding for any Trust obligations or programs.
- Approve a housing project or program that is not supported by the governing body of the jurisdiction in which the project is proposed to be sited.
- Require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of the Trust.

Draft Bylaws

From November to December 2018, a working group of Orange County local elected officials and Staff worked to develop draft bylaws (along with Vision and Mission Statements) that the Trust Board would consider adopting. The draft bylaws, among other things, set forth more specifically as to the Governing Board (in terms of population), meeting requirements, a conflict of interest section, and other administrative requirements.

The working group included Supervisors Andrew Do and Shawn Nelson, City elected representatives Jennifer Fitzgerald (Fullerton), Wendy Bucknum (Mission Viejo), Barbara Delgleize (Huntington Beach), Fred Whitaker (Orange), and City Management representatives Kristine Ridge (Laguna Niguel), Lori Ann Farrell (Huntington Beach), and Laurie Murray (La Palma). County representatives included CEO Frank Kim, Director of Care Coordination Susan Price, and Orange County Housing Authority official Julia Bidwell. The bylaws will be considered and approved by the Trust Board.

Advantages and Disadvantages of Joining the Trust

Supporters would argue that Trust Member Cities can participate in the region's solutions to homelessness, without any commitment of units or allocations of that City's funding for Trust projects (though there may be a commitment to help support any Staff costs for the Trust after the start-up year). Joining in the Trust helps cities to provide more funding for housing in their communities and region, without necessarily having to compete against more qualified or experienced applicants.

Opponents of the Trust argue that the participation in any JPA comes with additional Staff time commitment and possibly the additional commitment of elected officials, and that some cities will feel more comfortable seeking funding for housing projects on their own, using their own expertise. Further, in the event that Trust administrative costs are not covered by grant and other funds (as is the intent and goal), members of the JPA may be asked to cover all or a portion of administrative costs on a pro-rata basis.

The Other Orange County Housing Trust

The Orange County Housing Trust ("OCHT") is an existing but older Trust that was recently re-energized by the Orange County Business Council ("OCBC"). The OCHT is governed by private sector individuals, and primarily intended to receive private donations. The OC Housing Finance Trust, alternatively, is oriented towards public dollars but can also accept private donations. OCBC representatives have said that the two trusts will and should work together closely to fund projects.

Member Cities of the OCHT and Governing Board

The County of Orange has taken the first step to become a member of the Trust by virtue of the County Board of Supervisors' action on March 12, 2019. The cities of Anaheim, Buena Park, Costa Mesa, Dana Point, Fountain Valley, Fullerton, Garden Grove, San Juan Capistrano, Santa Ana, Stanton, Tustin, La Habra, Laguna Beach, Laguna Niguel, Mission Viejo, Newport Beach and Orange have also joined.

On June 27, 2019, the Governing Board of the OCHT held an initial meeting consisting of Board Members Supervisor Andrew Do, Supervisor Doug Chaffee, County of Orange Treasurer-Tax Collector Shari Freidenrich, Dana Point Council Member Jamey Federico, Laguna Niguel Mayor John Mark Jennings, Mission Viejo Council Member Ed Sachs and Santa Ana Council Member David Penalosa. The Governing Board conducted appointments to the Ad Hoc Committee to review the OCHFT Bylaws. The County of Orange has pledged that County Staff will assist in staffing the Trust for the first year of the Trust's operations and the board unveiled their new website www.ochft.org.

If the City of Placentia joins, the City would participate in future board meeting(s) as an attendee where staffing, budget, administration of the OCHT, and State bond and other funding approaches are developed. It is envisioned that the first applications for project funding may come before the Trust in the Fall 2019.

Environmental Review

Staff recommends the City Council find this action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

FISCAL IMPACT:

There is no fiscal impact related to this item. However, as the Trust becomes operational, there is a likelihood that City-supported affordable housing projects could receive funding from the Trust which may or may not be included in the City budget. Additionally, while the County of Orange will provide a year's worth of start-up staffing costs for the Trust, the Trust Board may later ask for City pro-rata support of any Trust administrative activities should State, County, or other funds not cover those costs.

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:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. 2019-XX
 - Exhibit A: Orange County Housing Finance Trust Joint Powers Authority Agreement
 - Exhibit B: Orange County Housing Finance Trust Joint Powers Authority Bylaws
2. Text of AB 448 (Daly, 2018)

RESOLUTION NO. R-2019-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ENTERING INTO THE JOINT EXERCISE OF POWERS AGREEMENT TO BECOME A MEMBER OF THE ORANGE COUNTY HOUSING FINANCE TRUST

A. Recitals

(i). The crisis of unsheltered homelessness is one that is impacting the greater Orange County area. According to the most recent 2019 Point-in-Time count conducted by the County of Orange, approximately 6,860 people in Orange County experienced homelessness, 2,765 in North Orange County and 163 individuals in Placentia; and

(ii). Homelessness is a result of various causes such as the lack of affordable and supportive housing units, the high cost of workforce housing, mental illness and substance abuse; and

(iii). The increase in homelessness creates humanitarian, financial and public safety issues as Orange County residents and others without adequate shelter sleep in public areas including streets, parks, sidewalks, freeway underpasses, transit centers, riverbeds, storm channels, restrooms, and libraries; and

(iv). Orange County lacks emergency and bridge shelters, transitional housing, rapid rehousing, supportive housing and affordable units to serve the homeless; and

(v). Public agencies may enter into agreements to jointly exercise common powers pursuant to California Government Code Section 6500 et. seq.; and

(vi). In 2018, Orange County leaders worked with the California Legislature to pass Assembly Bill 448 which authorizes the creation of the Orange County Housing Finance Trust ("Trust"), a joint powers authority, for the purpose of funding housing specifically assisting the homeless population and persons and families of extremely low, very-low and low income within the County of Orange; and

(vii). To join the Trust, the County of Orange and cities in Orange County may execute the Joint Exercise of Powers Agreement attached hereto as Exhibit "A" authorizing the City's membership in the Trust, describes the roles and responsibilities of the Trust, as well as its governance structure; and

(viii). The governance of the Trust will be further supported by the draft Bylaws of the Trust attached hereto as Exhibit "B"; and the City of Placentia desires to join the Trust.

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. The City Council does hereby authorize the City's membership in the Trust, subject to the terms set forth in the attached Joint Exercise of Powers Agreement, attached hereto as Exhibit "A".
3. The City Council does hereby agree to Bylaws in substantial conformity with the draft Bylaws attached hereto as Exhibit "B".
4. The City Council does hereby authorize the City Administrator to execute the Joint Exercise of Powers Agreement.
5. The City Council finds the adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) in that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15060(c)(3) in that the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

1. That the Mayor shall sign, and the City Clerk shall attest to the passage and adoption of this Resolution.

APPROVED and ADOPTED this 23rd day of July 2019.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

Exhibit A: Joint Exercise of Powers Agreement
Exhibit B: Bylaws

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 23rd day of July 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

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is made this ___ day of _____, 2019 (the "Effective Date"), by and between the following public entities (collectively, the "Parties"): _____, _____, and _____ (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

- A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.
- B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.
- C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.
- D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.
- E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.
- F. California Government Code section 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.
- G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust ("OCHFT"), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.
- H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

I. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

Section 1. Creation and Purpose.

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the "Orange County Housing Finance Trust." OCHFT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

(b) Purpose. This Agreement is made pursuant to the Joint Powers Act for the purpose of creating OCFHT as a public entity separate from the Parties to: (i) exercise Common Powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination.

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

(b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT's activities.

Section 3. Powers and Duties of OCHFT.

(a) General Powers. OCHFT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the

purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

- (1) to make and enter into contracts;
- (2) to contract for staff assistance;
- (3) to sue and be sued in its own name;
- (4) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
- (6) to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
- (7) to carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (9) to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
- (10) to employ and compensate counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT in the accomplishment of the purposes of this Agreement;
- (11) to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by OCHFT in connection with the accomplishment of the purposes of this Agreement;
- (12) for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (14) to solicit charitable contributions from private sources;

(15) to propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

County; (1) regulate land use in Cities or in the unincorporated area of the

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) approve a housing project or program that is not supported by the governing body of the jurisdiction (a City or the County) in which the project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

Section 4. Members

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

Section 5. Board of Directors

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) Meetings of the Board of Directors.

(1) Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act.

(2) Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

(3) Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors.

(4) Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

(7) Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

(a) Officers and Contract Staff.

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT shall be required to file an official bond with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the

official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

Section 7. Financial Provisions

(a) Fiscal Year. The Fiscal Year of OCHFT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of OCHFT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

(b) Budget.

(1) General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all of the Directors of the Board.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

(2) Annual Audit. The person appointed by the Board of Directors to perform the auditor function for OCHFT shall cause an annual independent audit of the accounts and records of OCHFT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

(3) Annual Financial Report. Pursuant to section 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments and Additional Parties.

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of the Parties through formal action approving such an amendment by the Parties' respective governing bodies.

(b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of OCHFT.

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

Section 10. Admission and Withdrawal of Parties.

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of OCHFT as set forth in Section 2 above.

Section 11. Notices.

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

_____, _____

Santa Ana, California _____

(b) City of _____:

Section 12. Miscellaneous.

(a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

(c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.

(d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

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

COUNTY OF ORANGE, a political
subdivision of the State of California

Dated: _____

By: _____
Chairman of the Board of Supervisors

ORANGE COUNTY

HOUSING FINANCE TRUST

Bylaws

**APPROVED BY THE
ORANGE COUNTY HOUSING FINANCE TRUST
BOARD OF DIRECTORS
ON MONTH XX, 2019**

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Part 1 – Introduction to the Orange County Housing Finance Trust (OCHFT)

1.01 Establishment

Chapter 336 of the California Statutes of 2018 (AB 448, 2018, Quirk-Silva, Daly, and Moorlach) was entered into law on September 11, 2018. Chapter 336 authorized the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Family Trust, which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; (2) receive public and private financing and funds; and (3) authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the Orange County Housing Finance Trust.

The OCHFT was established on _____ by the execution of the Joint Exercise of Powers Agreement (the “Agreement”) by and between the Cities of _____, _____, and _____ (collectively, the “Cities”) and the County of Orange the “County”). These Bylaws were adopted by OCHFT’s Board of Directors and provide for the organization and administration of OCHFT. These By-Laws supplement the Agreement.

1.02 OCHFT Guiding Vision and Mission

Following the passage of AB 448, the County of Orange and ACC-OC formed a collaborative working group to establish the OCHFT. As such, the working group, comprised of elected officials and staff from both the County and Cities worked to create the guiding vision and mission as follows:

The vision of OCHFT is to provide innovative financial solutions for the humanitarian crisis of homelessness in our local communities.

The mission of OCHFT is to strengthen the communities in Orange County by financing the development of housing for homeless and low-income individuals and families.

1.03 - OCHFT Guiding Principles

The guiding principles of the OCHFT:

1. Implement the findings and declarations of AB 448.
2. Provide funding based on principles of fiscal responsibility and demonstrated value to the taxpayer and funder.

3. Retain local control and the ability for local governments to use OCHFT funding for housing solutions when needed, or to participate within the region as a whole.
4. Demonstrate accountability and transparency for members of the JPA and the public.
5. Promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of funds public and private, when available, and to efficiently accelerate housing for low, very low and extremely low income individuals and families.
6. Provide opportunities to strengthen local partnerships and increase capacity of local cities and agencies engaged in fulfilling housing goals.
7. Commit to innovation and best practices in financing, production, and service delivery in supportive housing.
8. Serve the region's needs geographically by (1) extremely low, very low, low income, and supportive housing types and (2) by population.
9. Foster collaborative planning to allow for project prioritization and establish a pipeline of projects.
10. Provide access to funding to ensure that Orange County receives the maximum benefit for the resources provided.
11. Incorporate County's Coordinated Entry System in conjunction with the cities' locally-driven protocols to ensure that the developed housing resources has appropriately targeted and prioritized eligible homeless populations for each project.

Part 2 – Bylaws of the OC Housing Finance Trust

ARTICLE I - Name

The name of this entity shall be the “Orange County Housing Finance Trust” or “OCHFT” in these Bylaws.

ARTICLE II – Membership and Purpose

Section A: OCHFT Membership

OCHFT is comprised of the County of Orange and the cities have executed OCHFT's Joint Powers Agreement (see Exhibit __). The Agreement may be amended from time to time, as needed, and is incorporated herein subject to those amendments.

Section B: Purposes, Functions and Preclusions

The vision of OCHFT shall be to provide innovative financial solutions for the humanitarian crisis of homelessness in our local communities, in furtherance of OCHFT's mission as stated in *Part 1, Introduction*. More specifically, the purpose and functions of OCHFT shall be:

1. To fund the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, housing that includes supportive services;
2. To receive public and private financing and funds;
3. To authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the Orange County Housing Finance Trust;
4. To follow annual financial reporting and auditing requirements that maximize transparency and maximize public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the Orange County Housing Finance Trust; and
5. To comply with the regulatory guidelines of each specific state and federal funding source received.

OCHFT is specifically precluded from:

1. Regulating land use in cities or in the unincorporated area of the County of Orange.
2. Serving as an owner or operator of housing units.
3. Exercising any authority to levy, or advocate or incentivize the levying of, any fee, charge, dedication, reservation, tax assessment, or other exaction related to development projects.

4. Requiring or incentivizing inclusionary zoning requirements. The power to adopt inclusionary zoning ordinances remain with the entities that possess land use and planning authority.
5. Providing OCHFT funding for a project that is opposed by the elected body (if within an incorporated area, the City Council, or if in an unincorporated area, the Orange County Board of Supervisors) in which the project is proposed to be located.

ARTICLE III – Board of Directors

Section A: OCHFT Board of Directors

1. All members of the Board of Directors must be from a member of the governing board of a party to the Agreement.
2. Board of Directors. The nine (9) voting members of the Board of Directors of OCHFT shall be as described below. Each member shall be entitled to one (1) vote on the Board:

a) County Representatives (4):

- i. Two members of the Board of Supervisors of the County of Orange, selected by the Board of Supervisors; and
- ii. Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

b) City Representatives (5):

- i. One City Council member for the city member with the greatest population in the North Region Service Planning Area as measured in the most recent decennial census.
- ii. One City Council member for the city member with the greatest population in the Central Region Service Planning Area as measured in the most recent decennial census.
- iii. One City Council member for the city member with the greatest population in the South Region Service Planning Area as measured in the most recent

decennial census.

iv. One City Council member from a city member with a population of between 60,000 persons and 95,000 persons as measured in the most recent decennial census; and

v. One City Council member from a city member with a population of under 60,000 persons as measured in the most recent decennial census.

The selection of Directors described in “iv” and “v” above shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members fall within the respective population thresholds described in iv and v.

3. Advisory Board (7). An advisory board consisting of the following members shall advise the Board of Directors with respect to all matters that OCHFT Board of Directos has taken in furtherance of OCHFT’s purpose as expressed in the Agreement:

- a) One Public Member who also serves on the Orange County Commission to End Homelessness (or its successor body);
- b) Three (3) members who are city managers or assistant city managers, whose cities are not represented on the Board of Directors, with these three members representing cities in each of the three Service Planning Areas or their successor delineation;
- c) The Chief Executive Officer of the County of Orange, or his or her designee;
- d) A police chief (or his or her designee); and
- e) A city from a Housing Authority in Orange County, which receives Housing Choice Voucher funding and which is not otherwise represented as a city on the Board of Directors.

4. All Advisory Board members are entitled to attend all OCHFT regular and special meetings and to fully participate in such meetings, but cannot vote on project applications or amendments to OCHFT bylaws, rules, or procedures.

5. Advisory Board members need not be elected officials.

Section B: Selection of Advisory Board Members

Appointments to the Advisory Board shall be as follows:

1. The Chair of the Orange County Board of Supervisors, with ratification by a majority of the Board of Supervisors, shall appoint the representative from the Orange County Commission to End Homelessness;
2. The Orange County City Managers Association shall select the three City Manager or Assistant City Manager representatives; and
3. The Orange County Police Chiefs Association shall select the Police Chief representative.
4. The City members of OCHFT shall select a representative from a City member, whose Housing Authority receives Housing Choice Voucher funding and which is not otherwise represented on the Board of Directors from votes cast on a one-city-one-vote basis.

Section C: Terms and Vacancies

1. Board of Directors: Terms of office for members of the Board of Directors shall be for two (2) years. A Board of Director's seat shall be deemed vacant if he or she leaves elected office, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.
2. Advisory Board: Terms of office for members of the Advisory Board shall be for two (2) years. An Advisory Board member's seat shall be deemed vacant if he or she fails to attend three consecutive regular or special meetings, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.

Section D. Board of Director Officers

The Board of Directors shall select a Chair and a Vice-Chair on an annual basis. Only members of the Board of Directors may serve as Chair or Vice-Chair. If a County representative is the Chair for any one period, a City representative shall serve as Vice-Chair. If a City representative is Chair for any one period, a County representative shall serve as Vice-Chair.

ARTICLE IV – Duties of Officers and Board Members

Section A: Duties of the Chair and Vice-Chair

It shall be the duty of the Chair to preside at the meetings of the OCHFT. In the Chair's absence, the Vice-Chair shall preside at the meetings of the OCHFT.

Section B: Duties of the Board of Director Members:

1. Meet when called by the Chair to plan and coordinate the business and proposed activities of OCHFT;
2. Review and consider applications for project funding;
3. Review and consider OCHFT's financial information, including the Annual Financial Report, any related independent audit, and the OCHFT's annual budget; and
4. Serve on subcommittees or task forces when appropriate.

Section C: Formation of Subcommittees

The Board may create subcommittees or task forces to accomplish the goals and purposes of OCHFT.

ARTICLE V – Meetings

Section A: Regular Meetings

Regular meetings of OCHFT's Board shall be held once every two (2) months, unless otherwise called by the Chair. Meeting notice, agenda, and public comment procedures shall comply with the provisions of the Ralph M Brown Act. The County's Clerk of the Board shall prepare meeting agendas and handle noticing requirements.

Section B: Special Meetings

Special meetings of OCHFT may be held at any time upon call of the Chair, provided that the special meetings' noticing and agenda complies with the Ralph M. Brown Act.

Section C: Quorum

A quorum shall exist when a simple majority of seated members of the Board of Directors are present.

Section D: Voting on Project Funding

1. The Board shall strive to attain a unanimous decision on all projects which receive funding from OCHFT; however
2. Funding for a project is deemed approved following a majority (five [5] "yes" votes or more) vote of the Board of Directors, provided that a quorum was present.

Section E: Voting on Amending OCHFT's Bylaws, Principles, or Procedures

1. Amendments to OCHFT's Bylaws, Principles or Procedures shall be considered at a regular meeting, and shall comply with the Ralph M. Brown Act.

2. An amendment to these Bylaws is deemed approved following a majority vote of the Board of Directors.

Section F: Minutes

The Clerk of the Board shall take minutes for OCHFT. A previous meeting's minutes shall be considered and approved at a subsequent meeting by a majority vote of the Board of Directors.

Section G: Meeting Procedure

The conduct of meetings shall be governed by Robert's Rules of Order (most recent published edition) where the question at issue is not determined by these Bylaws.

Section H: Location of Meetings

The Board must meet in publicly-accessible places typical for hosting public meetings, such as Council Chambers, city community rooms, or County board or conference rooms.

ARTICLE VI – Financial Review and Oversight

Section A: Annual Financial Report

1. The Board shall ensure that an Annual Financial Report is prepared, reviewed, adopted and made public annually, to ensure transparency and demonstrate actions that have furthered the purposes of OCHFT.
2. As a part of the development of the Annual Financial Report, the Board shall engage an independent auditor to complete an independent financial audit of OCHFT's operations. The audit must be provided to the public, and the auditor must report all findings to the Board in a public meeting.

Section B: Budget

The Annual Budget of OCHFT shall be reviewed and approved by the Board of Directors in May or June of each year, in advance of the start of OCHFT's next Fiscal Year.

Section C: OCHFT Fiscal Year

The fiscal year of OCHFT shall be from July 1 to June 30 of each year.

ARTICLE VII – OCHFT Board Code of Conduct

This OCHFT Board Code of Conduct represents OCHFT's commitment to high standards of ethics, public service, collegiality, and transparency. The following standards should be regarded as minimum expectations for conduct. OCHFT Board Members will act in accordance with and maintain the highest standards of professional integrity, impartiality, diligence, creativity and productivity. OCHFT will act in accordance with federal, state, and local laws and regulations.

Section A: Compliance with Policies

1. Members of the Board of Directors and Advisory Board will conduct the OCHFT business in accordance with the Agreement and the bylaws of OCHFT, including conflict of interest policies.

Section B: Conflicts of Interest

1. The Board of Directors may not have a conflict of interest as determined by the California Political Reform Act (the "Act"), inclusive of the Levine Act, California Government Code section 81000, et. seq., and the regulations promulgated to effectuate the Act. Nor shall the Board of Directors have a conflict of interest under California Government Code section 1090. A conflict of interest is defined as a contract or transaction between the OCHFT and an entity in which a Member of the Board of Directors or Advisory Board, or family members of such member has a financial or other interest or of which the Member is a director, officer, agent, partner, owner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.
3. In the event that a member of the Board of Directors or Advisory Board could benefit financially from a project or program that is before the Board of Directors for funding consideration, the member shall recuse himself or herself from participating in any way, including from engaging in any discussion or action relating to the project or program in question.
4. Members of the Board of Directors and Advisory Board are required to follow OCHFT Bylaws regarding conflict of interest and code of conduct.

Section C: Confidentiality

Members of the Board of Directors and Advisory Board must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through their involvement with the OCHFT. This includes but is not limited to information about applications for funding, OCHFT members and their organizations and funded agencies. Members must also avoid inadvertent disclosure of confidential information through casual public discussion, which may be overheard or misinterpreted.

Section D: Gifts or Honoraria

It is not permissible for members of the Board of Directors and Advisory Board to offer or accept gifts, gratuities, excessive favors or personal rewards intended to influence OCHFT decisions or activities.

Section G: Harassment

Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behavior likely to cause offense or humiliation, will not be tolerated and may result in disciplinary measures up to and including removal from OCHFT Board.

Section H: Laws and Regulations

OCHFT business will be conducted in a manner that reflects the highest standards and in accordance with all federal, state, and local laws and regulations.

Assembly Bill No. 448

CHAPTER 336

An act to add Section 6539.5 to the Government Code, relating to joint powers.

[Approved by Governor September 11, 2018. Filed with
Secretary of State September 11, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 448, Daly. Joint powers authorities: Orange County Housing Finance Trust.

Existing law authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be governed.

This bill would authorize the creation of the Orange County Housing Finance Trust, a joint powers authority, for the purposes of funding housing specifically assisting the homeless population and persons and families of extremely low, very low, and low income within the County of Orange, as specified.

This bill would make legislative findings and declarations as to the necessity of a special statute for the County of Orange.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The County of Orange is in the midst of a fluid and worsening homelessness crisis. Since 2013, the county has experienced a 53-percent increase in the unsheltered homeless population, many of whom have sought shelter over the last five years on the Santa Ana riverbed and at the Orange County Civic Center in Santa Ana.

(b) There has been a lack of regional focus that continues to stymie the implementation of a long-term solution to homelessness in the County of Orange.

(c) The County of Orange and the cities within the county have worked together to develop an approach under the Joint Exercise of Powers Act (Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code) to establish and authorize the use of an Orange County Housing Finance Trust that would not only be responsible for responding to the homelessness crisis with the development of capital projects and the acquisition of necessary funds for those projects, but also

for helping the county respond to the low-income and affordable housing crisis that the region is experiencing in tandem with the homelessness crisis.

(d) Permanent supportive housing and other services provided to those within that form of housing is a nationally recognized model for ending chronic homelessness, and can assist the County of Orange in its response to the homelessness crisis.

(e) Neither the Orange County Housing Finance Trust nor the act authorizing the creation of the Orange County Housing Finance Trust do any of the following:

(1) Regulate land use in cities or in the unincorporated area of the County of Orange.

(2) Authorize the Orange County Housing Finance Trust to serve as an owner or operator of housing units.

(3) Authorize the Orange County Housing Finance Trust to, in any manner, exercise any authority to levy, or advocate or incentivize the levying of, any fee, charge, dedication, reservation, tax assessment, or other exaction related to development projects.

(4) Authorize the Orange County Housing Finance Trust to require or incentivize inclusionary zoning requirements. It is the intent of the Legislature that the power to adopt inclusionary zoning ordinances remain with the entities that possess land use and planning authority.

SEC. 2. Section 6539.5 is added to the Government Code, to read:

6539.5. (a) (1) Notwithstanding any other law, the County of Orange and any of the cities within the County of Orange may enter into a joint powers agreement pursuant to this chapter to create and operate a joint powers agency to fund housing to assist the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, within the County of Orange.

(2) The joint powers agency created pursuant to this section shall be known as the Orange County Housing Finance Trust, and shall be created and operate in accordance with this section.

(b) The Orange County Housing Finance Trust shall be governed by a board of directors consisting of elected officials representing the County of Orange and representative cities that are party to the joint powers agreement.

(c) Notwithstanding any other law, the Orange County Housing Finance Trust may do any of the following:

(1) Fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing.

(2) Receive public and private financing and funds.

(3) Authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the Orange County Housing Finance Trust.

(d) The Orange County Housing Finance Trust shall incorporate into its joint powers agreement annual financial reporting and auditing requirements that shall maximize transparency and public information as to the receipt

and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the Orange County Housing Finance Trust.

(e) The Orange County Housing Finance Trust shall comply with the regulatory guidelines of each specific state funding source received.

SEC. 3. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique challenges faced by the County of Orange and the cities located within the county in addressing the housing needs of extremely low, very low, and low-income households and the homeless within the county.

O