



AMENDED
Regular Meeting Agenda
September 24, 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

Phone: (714) 993-8117
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administration@placentia.org
Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**AMENDED
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
September 24, 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 Police Officers Association (PPOA) and Unrepresented Employees
2. Pursuant to Government Code Section 54956.9 (d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (1 Case)

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

**AMENDED
PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
September 24, 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 Kurt Schonheinz

PLEDGE OF ALLEGIANCE: Boy Scout Troop 723 Honor Guard

PRESENTATIONS:

- a. **Presentation of the Placentia Police Department Pink Patch Project**
Presenter: Chief of Police Lenyi
- b. **Presentation of SCE's Wildfire Mitigation Plan**
Presenter: SCE Government Relations Manager Kelly Lee

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.I):

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 September 24, 2019
Check Register**

Fiscal Impact: \$56,328.55

**City Fiscal Year 2019-20 Register for September 24, 2019
Check Register**

Fiscal Impact: \$423,666.15

Electronic Disbursement Register

Fiscal Impact: \$662,117.92

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.c. **Cooperative Agreement with the City of Yorba Linda for Yorba Linda's Fiscal Year 2017-2018 Pavement Rehabilitation Program**

Fiscal Impact: Expense: \$27,000 FY 2019-20 CIP Budget (Placentia Cost Share)
Budgeted: \$27,000 FY 2019-20 CIP Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the Cooperative Agreement with the City of Yorba Linda for a not-to-exceed amount of \$27,000; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.d. **Amendment No. 1 to Maintenance Services Agreement with F.M. Thomas for HVAC Maintenance Services**

Fiscal Impact: Expense: \$226,000 Total Cost for Services
Budgeted: \$ 82,000 FY 2019-20 Operating Budget
\$ 18,000 FY 2019-20 CIP Budget
\$ 5,310 FY 2018-19 CIP Budget (Rollover)
\$ 5,900 FY 2018-19 Operating Budget (Expended)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Maintenance Services Agreement with F.M. Thomas Air Conditioning, Inc. for provision of HVAC Maintenance Services, increasing the cumulative contract not-to-exceed amount by \$111,187; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the initial three-year contract amount, or \$22,600; and
- 3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.e. **Cooperative Agreement with the County of Orange for the Funding and Construction of Segment D of the OC Loop Class I Bikeway Along Carbon Canyon Channel**

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

Recommended Action: It is recommended that the City Council:

- 1) Approve the Cooperative Agreement between the County of Orange and the City of Placentia for funding and construction of Carbon Canyon Channel Class I Bikeway (OC Loop Segment D); and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.f. **Development Agreement for Deployment of a Citywide Fiber Optic to the Premises System and a Smart City Managed Services Agreement with SiFi Networks Placentia LLC**

Fiscal Impact: Revenue: Up to \$75,000 per Year for City Staff Augmentation; Max 42 Months in Lieu of Permit and Plan Check Fees. Potential Long-Term Revenue Based upon Revenue Sharing Term. Potential Long-Term Annual IT Operating Savings Over Current City IT Costs.

Recommended Action: It is recommended that the City Council:

- 1) Approve a Development Agreement with SiFi Networks Placentia LLC for deployment of a Citywide Fiber Optic to the Premises System; and
- 2) Approve a Smart City Managed Services Agreement with SiFi Networks Placentia LLC; and
- 3) Authorize the City Administrator in consultation with the City Attorney to make any non-substantive changes deemed necessary; and
- 4) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.g. **Award of Contracts for Police Facility Improvement Project FY 2019-2020**

Fiscal Impact: Expense: Measure U Fund (Account #795005-6185)
Public Safety Community Facilities District Fund (Account #555915-6185)
General Fund (Account #103654-6130)
Not-To-Exceed \$89,500.00 FY 2019-2020 Budget
Revenue: \$50,000.00 FY 2019-2020 Measure U Fund
\$32,000.00 FY 2019-2020 Public Safety Community Facilities District
\$7,500.00 FY 2019-2020 General Fund

Recommended Action: It is recommended that the City Council:

- 1) Approve a Public Works Agreement with One Way Painting, Inc., for painting of the Placentia Police Facility in the amount of \$14,593.00; and
- 2) Approve a Public Works Agreement with TS Carpet & Design Center for carpeting of the Placentia Police Facility in the amount of \$24,974.31; and
- 3) Approve a Public Works Agreement with JNL Stainless, Inc., for installation of stainless panels on the walls of the Placentia Police Facility and City Hall in the combined amount of \$41,793.00; and
- 4) Authorize the City Administrator to approve contract change orders up to 10% of each of the contract amounts; and
- 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h. **Agreement with Alarm Program Systems, LLC for False Alarm Management Services**

Fiscal Impact: Estimated revenue increase unknown.

Recommended Action: It is recommended that the City Council:

- 1) Approve the Alarm Management Service Agreement with Alarm Program Systems, LLC for a term of one (1) calendar year, with a renewal on the anniversary date and with four (4) additional one-year renewals, for false alarm management services; and
- 2) Authorize the City Administrator and/or his designee, to execute the necessary documents, in a form approved by the City Attorney.

1.i. **Expansion of Managed Information Technology Support Services**

Fiscal Impact: Expense: \$175,500 Fiscal Year 2019-20
\$234,000 Fiscal Year 2020-21

Budgeted: \$175,000 IT Contract Services FY 2019-20

Recommended Action: It is recommended that the City Council:

- 1) Approve Expanded Managed Services Agreement with GST for IT Support Services in the amount of \$234,000 annually from October 1, 2019 to June 30, 2021; and
- 2) Authorize the City Administrator to sign the necessary documents, on a form approved by the City Attorney.

1.j. **Proposed Veterans Monument Registration Changes**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the following Veterans Monument criteria changes to read, "Those with names on the Monument consist of military service veterans and active duty service personnel who were raised in, educated in, or entered the service from Placentia, including those who listed Placentia as their hometown when enlisting. Additionally, Placentia residents who have lived in the city for a period of twenty-five years (25) or greater and currently serve or have previously served in the armed forces are eligible. All monument honorees must have been honorably discharged."

1.k. **Amendment to Software License and Services Agreement with Mark43, Inc. to Include Fire CAD Functionality for the Placentia Fire and Life Safety Department**

Fiscal Impact: Expense: \$176,500 For the Purchase and Implementation of the Mark43 CAD/RMS Amended Software Package (Prorated to Match Existing Contract)

Yr. 1 Budget: \$21,500 FY 2019-20 CIP Budget

\$81,000 Measure U Funds (FY 2018-19, 4th Quarter)

To be Allocated to FY 2019-20 CIP Budget at Mid-Year

Yr. 2 Budget: \$37,000 FY 2020-21 CIP Budget

Yr. 3 Budget: \$37,000 FY 2021-22 CIP Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Software License and Services Agreement with Mark43, Inc. for a Fire CAD four (4) year prorated subscription term (September 25, 2019 – May 31, 2023) from Mark43, Inc. in an amount not-to-exceed \$176,250; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.l. **Resolution Providing an Amendment to the Compensation Plan for Unrepresented Mid-Management and Management Employees**

Fiscal Impact: Fiscal Year 2019-20: \$121,189 (Estimated)

Fiscal Year 2020-21: \$275,165 (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution, R-2019-45, A Resolution of the City Council of the City of Placentia, California, providing an amendment to the compensation plan for the Unrepresented Mid-Management and Management Employees for the period March 1, 2019 through June 30, 2021.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. Purchase of New Police Motorcycles Using Measure U Funds

Fiscal Impact: Expense: Measure U Funds (Account #798003-6185)
Not To Exceed \$81,000.00 (FY 2019-2020 Budget)

Revenue: \$81,000.00 FY 2019-2020 Measure U Funds

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of three (3) replacement police motorcycles from Long Beach BMW Motorcycles for the not-to-exceed amount of \$81,000 from Measure U Funds; and
- 2) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

3.b. Purchase and Finance of Fire Apparatus and Fire Department Tools and One-Time Capital Equipment

Fiscal Impact: Expense: \$ 780,412.55 Total Purchase Price Apparatus Equipment
Revenue: \$ 1,795,000.00 Total Maximum Loan Amount for Fire Apparatus
Equipment, Other Related Fire Equipment, and
Debt Issuance Costs

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a sales agreement and a purchase order with Derotic Emergency Equipment, totaling \$780,412.55 for the purchase of brand-new tools and equipment needed to equip the new Placentia Fire and Life Safety Department's apparatus; and
- 2) Adopt Resolution R-2019-46, A Resolution of the City Council of the City of Placentia, California authorizing the purchase and financing of capital equipment and tools necessary to fully equip the Placentia Fire and Life Safety Department; and
- 3) Authorize the City Administrator to secure financing and enter into an agreement to finance the purchase of one-time capital equipment needed to implement a new Fire Department and other related expenses in an amount not to exceed \$1,795,000, at an interest rate not to exceed 4.0% over a 5-year term, and 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, October 1, 2019 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

- OCTA Federal Transportation Improvement Program Resolution
- Purchase of SWAT Truck
- Acceptance of the Office of Traffic Safety "Selective Traffic Enforcement Program" (STEP) Grant
- General Plan Amendment
- Adjustment of Various City Fees

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 September 24, 2019 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on September 19, 2019.

Rosanna Ramirez
Director of Administrative Services

City of Placentia
Check Register
 For 09/24/2019
 FY 18/19

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

Grand Total: 56,328.55

Check Totals by ID

| | |
|----|-----------|
| AP | 56,328.55 |
| EP | 0.00 |
| IP | 0.00 |
| OP | 0.00 |

Void Total: 0.00
Check Total: 56,328.55

| Fund Name | <u>Check Totals by Fund</u> |
|-------------------------|-----------------------------|
| 101-General Fund (0010) | 16,209.55 |
| 210-Measure M (0018) | 1,000.00 |
| 270-CDBG Fund (0030) | 39,119.00 |
| Check Total: | 56,328.55 |

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 09/17/2019

| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|---------------------|---------------------------------|-------------------------------|--|----------|-----------------|----------|------|----------|------------|
| MW OH | ANAHEIM FULLERTON V006631 | APRIL TOWING SERVICES | 103047-6181 Towing Services | AP091119 | 185.00 | 170283 | | 00102407 | 09/12/2019 |
| MW OH | ANAHEIM FULLERTON V006631 | APRIL TOWING SERVICES | 103047-6181 Towing Services | AP091119 | 101.75 | 202153 | | 00102407 | 09/12/2019 |
| MW OH | ANAHEIM FULLERTON V006631 | APRIL TOWING SERVICES | 103047-6181 Towing Services | AP091119 | 101.75 | 202205 | | 00102407 | 09/12/2019 |
| MW OH | ANAHEIM FULLERTON V006631 | APRIL TOWING SERVICES | 103047-6181 Towing Services | AP091119 | 101.75 | 202322 | | 00102407 | 09/12/2019 |
| MW OH | ANAHEIM FULLERTON V006631 | APRIL TOWING SERVICES | 103047-6181 Towing Services | AP091119 | 185.00 | 202594 | | 00102407 | 09/12/2019 |
| MW OH | ANAHEIM FULLERTON V006631 | APRIL TOWING SERVICES | 103047-6181 Towing Services | AP091119 | 185.00 | 202684 | | 00102407 | 09/12/2019 |
| MW OH | ANAHEIM FULLERTON V006631 | APRIL TOWING SERVICES | 103047-6181 Towing Services | AP091119 | 185.00 | 204147 | | 00102407 | 09/12/2019 |
| Check Total: | | | | | 1,045.25 | | | | |
| MW OH | BNSF RAILWAY COMPANY V003712 | PROVIDE FLAGGING COORDINATION | 02531-6099 / 45057-6099 Professional Services | AP091119 | 9,930.18 | 90191916 | | 00102408 | 09/12/2019 |
| Check Total: | | | | | 9,930.18 | | | | |
| MW OH | CALIFORNIA STATE V006510 | MARCH CSUF PD IMPOUND FEES | 103047-6183 CSUF PD Reimburse Impound Fees | AP091119 | 516.25 | 19-0278 | | 00102409 | 09/12/2019 |
| MW OH | CALIFORNIA STATE V006510 | MARCH CSUF PD IMPOUND FEES | 103047-6183 CSUF PD Reimburse Impound Fees | AP091119 | 207.50 | 19-309 | | 00102409 | 09/12/2019 |
| MW OH | CALIFORNIA STATE V006510 | MARCH CSUF PD IMPOUND FEES | 103047-6183 CSUF PD Reimburse Impound Fees | AP091119 | 533.75 | 19-361 | | 00102409 | 09/12/2019 |
| MW OH | CALIFORNIA STATE V006510 | MARCH CSUF PD IMPOUND FEES | 103047-6183 CSUF PD Reimburse Impound Fees | AP091119 | 542.50 | 19-384 | | 00102409 | 09/12/2019 |
| MW OH | CALIFORNIA STATE V006510 | MARCH CSUF PD IMPOUND FEES | 103047-6183 CSUF PD Reimburse Impound Fees | AP091119 | 1,812.50 | 19-384A | | 00102409 | 09/12/2019 |
| MW OH | CALIFORNIA STATE V006510 | MARCH CSUF PD IMPOUND FEES | 103047-6183 CSUF PD Reimburse Impound Fees | AP091119 | 536.25 | 19-390 | | 00102409 | 09/12/2019 |

**City of Placentia
Check Register
For 09/17/2019**

| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|---------------------|--------------------------------|-----------------------------|---|----------|------------------|----------|------|----------|------------|
| MW OH | CALIFORNIA STATE V006510 | MAY CSUF PD IMPOUND FEES | 103047-6183 CSUF PD Reimburse Impound Fees | AP091119 | 17.87 | 19-568 | | 00102409 | 09/12/2019 |
| MW OH | CALIFORNIA STATE V006510 | MAY CSUF PD IMPOUND FEES | 103047-6183 CSUF PD Reimburse Impound Fees | AP091119 | 533.75 | 19-580 | | 00102409 | 09/12/2019 |
| MW OH | CALIFORNIA STATE V006510 | MAY CSUF PD IMPOUND FEES | 103047-6183 CSUF PD Reimburse Impound Fees | AP091119 | 533.75 | 19-582 | | 00102409 | 09/12/2019 |
| Check Total: | | | | | 5,234.12 | | | | |
| MW OH | CIVIL SOURCE INC V010462 | ENGINEERING DESIGN SVS | 181907-6185 Construction Services | AP091119 | 1,000.00 | 133941 | | 00102410 | 09/12/2019 |
| MW OH | CIVIL SOURCE INC V010462 | ENGINEERING DESIGN SVS | 301907-6185 Construction Services | AP091119 | 14,500.00 | 133941 | | 00102410 | 09/12/2019 |
| Check Total: | | | | | 15,500.00 | | | | |
| MW OH | SDC ENGINEERING INC V011147 | RETENTION PAYMENT | 0030-2046 Retentions Payable | AP091119 | 6,026.25 | 5989 | | 00102411 | 09/12/2019 |
| MW OH | SDC ENGINEERING INC V011147 | RETENTION PAYMENT | 301907-6185 Construction Services | AP091119 | 223.75 | 5989 | | 00102411 | 09/12/2019 |
| MW OH | SDC ENGINEERING INC V011147 | CONST SVS - CHANGE ORDER #1 | 301907-6185 Construction Services | AP091119 | 18,369.00 | 5993 | | 00102411 | 09/12/2019 |
| Check Total: | | | | | 24,619.00 | | | | |
| Type Total: | | | | | 56,328.55 | | | | |
| Check Total: | | | | | 56,328.55 | | | | |

City of Placentia
Check Register
For 09/24/2019
FY 19/20

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

Grand Total: 423,666.15

| <u>Check Totals by ID</u> | |
|---------------------------|------------|
| AP | 423,666.15 |
| EP | 0.00 |
| IP | 0.00 |
| OP | 0.00 |

Void Total: 0.00
Check Total: 423,666.15

| Fund Name | <u>Check Totals by Fund</u> |
|------------------------------------|-----------------------------|
| 101-General Fund (0010) | 215,675.65 |
| 117-Measure U Fund (0079) | 140,604.54 |
| 208-Scssr Agncy Ret Oblg (0054) | 186.13 |
| 227-Explorer Grant NOC (0076) | 1,418.36 |
| 228-NOC-Public Safety Grant(0061) | 223.89 |
| 229-Comm Trans Hous Grant (0062) | 245.16 |
| 230-Suppl Law Enfrcmnt (0022) | 30,995.00 |
| 231-Placentia Reg Nav Cent(0078) | 264.05 |
| 234-Technology Impact Fees (0075) | 10.00 |
| 265-Landscape Maintenance (0029) | 1,705.92 |
| 275-Sewer Maintenance (0048) | 393.07 |
| 280-Misc Grants Fund (0050) | 230.28 |
| 501-Refuse Administration (0037) | 339.83 |
| 601-Employee Health & Wlfre (0039) | 20,665.41 |
| 605-Risk Management (0040) | 3,739.86 |
| 701-Special Deposits (0044) | 6,969.00 |

Check Total: 423,666.15

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 09/17/2019**

| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|-------|--|------------------------------|--|----------|---------------------|-----------------|--------|----------|------------|
| MW OH | BNC BURGER AND TACO BAREC STAFF EVENT MEALS V010974 | | 0044-2085 Valentines Day Deposits | AP090519 | 500.00 | 194 | | 00102327 | 09/05/2019 |
| MW OH | BNC BURGER AND TACO BAREC STAFF EVENT MEALS V010974 | | 104071-6301 Special Department Supplies | AP090519 | 43.75 | 194 | | 00102327 | 09/05/2019 |
| | | | | | Check Total: | 543.75 | | | |
| MW OH | CALIFORNIA POLICE CHIEFSFY 19/20 MEMBERSHIP - BUTTS V000196 | | 103040-6255 Dues & Memberships | AP090519 | 145.00 | 12524 | | 00102328 | 09/05/2019 |
| | | | | | Check Total: | 145.00 | | | |
| MW OH | CERTIFIED V004283 | 8/6 P.A.R.K.S TRANSPORTATION | 104071-6270 Excursions | AP090519 | 434.36 | 01-173473 | | 00102329 | 09/05/2019 |
| | | | | | Check Total: | 434.36 | | | |
| MW OH | CITY OF PLACENTIA V000773 | REC SUMMER PROGRAM SUPPLIES | 104071-6301 Special Department Supplies | AP090519 | 91.47 | 083019 | | 00102330 | 09/05/2019 |
| | | | | | Check Total: | 91.47 | | | |
| MW OH | COUNTY OF ORANGE V008881 | JULY OCATS CIRCUIT SUPPORT | 103043-6099 Professional Services | AP090519 | 1,104.51 | SH 53736 | P11574 | 00102331 | 09/05/2019 |
| | | | | | Check Total: | 1,104.51 | | | |
| MW OH | CRON & ASSOC V001603 | AUG TRANSCRIPTION SVS | 103042-6290 Dept. Contract Services | AP090519 | 590.75 | 5544 | | 00102332 | 09/05/2019 |
| | | | | | Check Total: | 590.75 | | | |
| MW OH | FEDEX V000394 | SHIPPING CHARGES | 109595-6325 Postage | AP090519 | 35.70 | 6-772-86745 | | 00102333 | 09/05/2019 |
| | | | | | Check Total: | 35.70 | | | |
| MW OH | GOOD TIMES TRAVEL INC V010819 | 8/29 EXCURSION PAYMENT | 100000-4385 Facility Rental | AP090519 | 888.00 | CP082919 | | 00102334 | 09/05/2019 |
| | | | | | Check Total: | 888.00 | | | |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 75.16 | 1020869 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT | PW RESTROOM REPAIR SUPPLIES | 103654-6130 | AP090519 | 18.81 | 1043780 | | 00102335 | 09/05/2019 |

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| | V010624 | | Repair & Maint/Facilities | | | | | |
| MW OH | HOME DEPOT CREDIT V010624 | DRAIN CAMERA, DRUM MACHINE | 103654-6350 Small Tools/Equipment | AP090519 | 1,531.33 13091 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 146.41 13115 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 88.06 27215 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | JANITORIAL SUPPLIES | 103654-6301 Special Department Supplies | AP090519 | 59.07 3012835 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | 3M TAPE | 103652-6301 Special Department Supplies | AP090519 | 14.00 3020713 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 115.92 3020727 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 81.15 3224422 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 266.53 4026724 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | MARKING PAINT | 103654-6301 Special Department Supplies | AP090519 | 12.89 4102072 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD RESTROOM REPAIR SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 85.58 5011535 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 74.23 5013709 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 110.75 6012565 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | CITY HALL REPAIR SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 132.18 7012400 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 160.90 7026347 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT | PD CONSTRUCTION SUPPLIES | 103654-6130 | AP090519 | 224.68 8012227 | | 00102335 | 09/05/2019 |

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| | V010624 | | Repair & Maint/Facilities | | | | | |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 220.62 8020084 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | GRAFFITI REMOVAL SUPPLIES | 103652-6301 Special Department Supplies | AP090519 | 288.11 9012084 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 39.20 9013193 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 67.09 9013206 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | CITY HALL REPAIR SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 68.32 9014336 | | 00102335 | 09/05/2019 |
| MW OH | HOME DEPOT CREDIT V010624 | PD CONSTRUCTION SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP090519 | 84.69 9014349 | | 00102335 | 09/05/2019 |
| | | | | Check Total: | 3,965.68 | | | |
| MW OH | IRVINE EYE PHYSICIANS AND V011273 | EYE EXAM - LEMUS | 101512-6099 Professional Services | AP090519 | 300.00 154259 | | 00102336 | 09/05/2019 |
| | | | | Check Total: | 300.00 | | | |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - LEE | 103043-6360 / 50080-6360 Uniforms | AP090519 | 31.65 700035297 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - EILEY | 613041-6360 / 50067-6360 Uniforms | AP090519 | 65.54 700035370 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - TITUS | 763041-6360 / 50067-6360 Uniforms | AP090519 | 65.54 700035544 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - WOZNICHAK | 103041-6360 / 50130-6360 Uniforms | AP090519 | 87.40 700035620 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - HUHN | 103043-6360 / 50080-6360 Uniforms | AP090519 | 31.65 700035648 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - PHAL | 103041-6360 / 50130-6360 Uniforms | AP090519 | 71.00 700035803 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS | PD UNIFORMS - ANGEL | 103041-6360 / 50040-6360 | AP090519 | 168.22 700035851 | | 00102337 | 09/05/2019 |

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| | V009178 | | Uniforms | | | | | | |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - YOUNG | 103043-6360 / 50080-6360 Uniforms | AP090519 | 41.50 | 700035853 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - REVARO | 103041-6360 / 50040-6360 Uniforms | AP090519 | 343.00 | 700035854 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - MCILHINNEY | 103040-6360 / 50040-6360 Uniforms | AP090519 | 163.86 | 700036076 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - LEE | 103043-6360 / 50080-6360 Uniforms | AP090519 | 351.74 | 700036193 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - HERREN | 103047-6360 / 50045-6360 Uniforms | AP090519 | 152.93 | 700036505 | | 00102337 | 09/05/2019 |
| MW OH | KEYSTONE UNIFORMS V009178 | PD UNIFORMS - LEFEVRE | 763041-6360 / 50067-6360 Uniforms | AP090519 | 1,346.69 | 700036628 | | 00102337 | 09/05/2019 |
| Check Total: | | | | | 2,920.72 | | | | |
| MW OH | OFFICE INDUSTRIES V007477 | PAPER | 109595-6315 Office Supplies | AP090519 | 165.26 | 63741 | | 00102338 | 09/05/2019 |
| MW OH | OFFICE INDUSTRIES V007477 | OFFICE SUPPLIES | 103550-6315 Office Supplies | AP090519 | 53.21 | 63756 | | 00102338 | 09/05/2019 |
| MW OH | OFFICE INDUSTRIES V007477 | OFFICE SUPPLIES | 102020-6315 Office Supplies | AP090519 | 126.49 | 63757 | | 00102338 | 09/05/2019 |
| MW OH | OFFICE INDUSTRIES V007477 | OFFICE SUPPLIES | 102020-6315 Office Supplies | AP090519 | 51.68 | B63757-1 | | 00102338 | 09/05/2019 |
| Check Total: | | | | | 396.64 | | | | |
| MW OH | SECOND HARVEST FOOD V005571 | AUG SR CENTER FOOD BANK SVS | 104079-6301 Special Department Supplies | AP090519 | 55.76 | 589751 | | 00102339 | 09/05/2019 |
| Check Total: | | | | | 55.76 | | | | |
| MW OH | SPARKLETTS V000967 | AUG WHITTEN WATER SERVICE | 104072-6299 Other Purchased Services | AP090519 | 108.41 | 15169979 082419 | | 00102340 | 09/05/2019 |
| Check Total: | | | | | 108.41 | | | | |

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| MW OH | SUPERION LLC V005987 | FY 19/20 OS-ASP ACCESS FEE | 101523-6136 Software Maintenance | AP090519 | 86,444.40 248206 | | 00102341 | 09/05/2019 |
| | | | | | Check Total: | 86,444.40 | | |
| MW OH | TIAA COMMERCIAL FINANCE V010867 | CEPT PRINTER MANAGEMENT SVS | 109595-6137 Repair Maint/Equipment | AP090519 | 1,920.14 6481039 | P11505 | 00102342 | 09/05/2019 |
| | | | | | Check Total: | 1,920.14 | | |
| MW OH | TIME WARNER CABLE V004450 | AUG CITY HALL VOICE FIBER LINE | 109595-6215 Telephone | AP090519 | 1,221.39 0347700082519 | | 00102343 | 09/05/2019 |
| MW OH | TIME WARNER CABLE V004450 | AUG WHITTEN INTERNET SVS | 109595-6215 Telephone | AP090519 | 632.91 0347726082519 | | 00102343 | 09/05/2019 |
| MW OH | TIME WARNER CABLE V004450 | AUG PW YARD INTERNET SVS | 109595-6215 Telephone | AP090519 | 632.91 0347858082619 | | 00102343 | 09/05/2019 |
| MW OH | TIME WARNER CABLE V004450 | AUG NAV CTR INTERNET/VOICE | 784070-6215 Telephone | AP090519 | 173.81 0570178082319 | | 00102343 | 09/05/2019 |
| | | | | | Check Total: | 2,661.02 | | |
| MW OH | VERIZON WIRELESS V008735 | 7/21-8/20 PD IPADS, DEVICES | 109595-6215 Telephone | AP090519 | 1,614.70 9836477460 | | 00102344 | 09/05/2019 |
| MW OH | VERIZON WIRELESS V008735 | 7/21-8/20 CA IPAD CHARGES | 109595-6215 Telephone | AP090519 | 38.01 9836477461 | | 00102344 | 09/05/2019 |
| MW OH | VERIZON WIRELESS V008735 | 7/21-8/20 STAFF IPAD CHARGES | 109595-6215 Telephone | AP090519 | 381.20 9836477462 | | 00102344 | 09/05/2019 |
| MW OH | VERIZON WIRELESS V008735 | 7/21-8/20 COUNCIL IPAD CHARGES | 109595-6215 Telephone | AP090519 | 220.95 9836477463 | | 00102344 | 09/05/2019 |
| MW OH | VERIZON WIRELESS V008735 | 7/21-8/20 KRAEMER INTERNET | 109595-6215 / 21009-6215 Telephone | AP090519 | 19.01 9836482245 | | 00102344 | 09/05/2019 |
| MW OH | VERIZON WIRELESS V008735 | 7/21-8/20 KRAEMER INTERNET | 109595-6215 Telephone | AP090519 | 19.00 9836482245 | | 00102344 | 09/05/2019 |
| | | | | | Check Total: | 2,292.87 | | |
| MW OH | YORBA LINDA WATER | JUNE-AUG WATER CHARGES | 109595-6335 | AP090519 | 1,222.96 08052019 | | 00102345 | 09/05/2019 |

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| | V001148 | | Water | | | | | | |
| | | | | Check Total: | 1,222.96 | | | | |
| MW OH | PLACENTIA, CITY OF V000778 | AUGUST DENTAL CLAIMS PMT | 395083-5130 Dental Claim | AP090919 | 15,881.55 | AUGUST 2019 | | 00102346 | 09/09/2019 |
| | | | | Check Total: | 15,881.55 | | | | |
| MW OH | CALIFORNIA STATE V004813 | PE 09/07/19 PD 09/13/19 | 0010-2196 Garnishments W/H | PY19019 | 1,240.60 | 2700/1901019 | | 00102347 | 09/13/2019 |
| MW OH | CALIFORNIA STATE V004813 | PE 09/07/19 PD 09/13/19 | 0029-2196 Garnishments W/H | PY19019 | 156.46 | 2700/1901019 | | 00102347 | 09/13/2019 |
| MW OH | CALIFORNIA STATE V004813 | PE 09/07/19 PD 09/13/19 | 0037-2196 Garnishments W/H | PY19019 | 69.23 | 2700/1901019 | | 00102347 | 09/13/2019 |
| MW OH | CALIFORNIA STATE V004813 | PE 09/07/19 PD 09/13/19 | 0048-2196 Garnishments W/H | PY19019 | 46.15 | 2700/1901019 | | 00102347 | 09/13/2019 |
| | | | | Check Total: | 1,512.44 | | | | |
| MW OH | FRANCHISE TAX BOARD V000404 | PE 09/07/19 PD 09/13/19 | 0010-2196 Garnishments W/H | PY19019 | 54.00 | 2710/1901019 | | 00102348 | 09/13/2019 |
| MW OH | FRANCHISE TAX BOARD V000404 | PE 09/07/19 PD 09/13/19 | 0029-2196 Garnishments W/H | PY19019 | 6.00 | 2710/1901019 | | 00102348 | 09/13/2019 |
| | | | | Check Total: | 60.00 | | | | |
| MW OH | ORANGE COUNTY V000699 | PE 09/07/19 PD 09/13/19 | 0029-2176 PCEA/OCEA Assoc Dues | PY19019 | 7.19 | 2610/1901019 | | 00102349 | 09/13/2019 |
| MW OH | ORANGE COUNTY V000699 | PE 09/07/19 PD 09/13/19 | 0062-2176 PCEA/OCEA Assoc Dues | PY19019 | 9.62 | 2610/1901019 | | 00102349 | 09/13/2019 |
| MW OH | ORANGE COUNTY V000699 | PE 09/07/19 PD 09/13/19 | 0048-2176 PCEA/OCEA Assoc Dues | PY19019 | 24.05 | 2610/1901019 | | 00102349 | 09/13/2019 |
| MW OH | ORANGE COUNTY V000699 | PE 09/07/19 PD 09/13/19 | 0010-2176 PCEA/OCEA Assoc Dues | PY19019 | 351.16 | 2610/1901019 | | 00102349 | 09/13/2019 |
| MW OH | ORANGE COUNTY V000699 | PE 09/07/19 PD 09/13/19 | 0037-2176 PCEA/OCEA Assoc Dues | PY19019 | 2.40 | 2610/1901019 | | 00102349 | 09/13/2019 |

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| | | | | Check Total: | 394.42 | | | | |
| MW OH | PCEA C/O NORTH ORANGE V000679 | CRE 09/07/19 PD 09/13/19 | 0029-2176 PCEA/OCEA Assoc Dues | PY19019 | 0.75 | 2615/1901019 | | 00102350 | 09/13/2019 |
| MW OH | PCEA C/O NORTH ORANGE V000679 | CRE 09/07/19 PD 09/13/19 | 0010-2176 PCEA/OCEA Assoc Dues | PY19019 | 36.50 | 2615/1901019 | | 00102350 | 09/13/2019 |
| MW OH | PCEA C/O NORTH ORANGE V000679 | CRE 09/07/19 PD 09/13/19 | 0062-2176 PCEA/OCEA Assoc Dues | PY19019 | 1.00 | 2615/1901019 | | 00102350 | 09/13/2019 |
| MW OH | PCEA C/O NORTH ORANGE V000679 | CRE 09/07/19 PD 09/13/19 | 0037-2176 PCEA/OCEA Assoc Dues | PY19019 | 0.25 | 2615/1901019 | | 00102350 | 09/13/2019 |
| MW OH | PCEA C/O NORTH ORANGE V000679 | CRE 09/07/19 PD 09/13/19 | 0048-2176 PCEA/OCEA Assoc Dues | PY19019 | 2.50 | 2615/1901019 | | 00102350 | 09/13/2019 |
| | | | | Check Total: | 41.00 | | | | |
| MW OH | PLACENTIA POLICE V003519 | PE 09/07/19 PD 09/13/19 | 0010-2178 Placentia Police Assoc Dues | PY19019 | 2,243.42 | 2620/1901019 | | 00102351 | 09/13/2019 |
| MW OH | PLACENTIA POLICE V003519 | PE 09/07/19 PD 09/13/19 | 0061-2178 Placentia Police Assoc Dues | PY19019 | 78.35 | 2620/1901019 | | 00102351 | 09/13/2019 |
| MW OH | PLACENTIA POLICE V003519 | PE 09/07/19 PD 09/13/19 | 0050-2178 Placentia Police Assoc Dues | PY19019 | 20.54 | 2620/1901019 | | 00102351 | 09/13/2019 |
| MW OH | PLACENTIA POLICE V003519 | PE 09/07/19 PD 09/13/19 | 0076-2178 Placentia Police Assoc Dues | PY19019 | 6.13 | 2620/1901019 | | 00102351 | 09/13/2019 |
| MW OH | PLACENTIA POLICE V003519 | PE 09/07/19 PD 09/13/19 | 0062-2178 Placentia Police Assoc Dues | PY19019 | 143.22 | 2620/1901019 | | 00102351 | 09/13/2019 |
| | | | | Check Total: | 2,491.66 | | | | |
| MW OH | VANTAGEPOINT TRANSFER V007191 | PE 09/07/19 PD 09/13/19 | 0029-2170 Deferred Comp Payable - ICMA | PY19019 | 45.88 | 2606/1901019 | | 00102352 | 09/13/2019 |
| MW OH | VANTAGEPOINT TRANSFER V007191 | PE 09/07/19 PD 09/13/19 | 0062-2170 Deferred Comp Payable - ICMA | PY19019 | 27.10 | 2606/1901019 | | 00102352 | 09/13/2019 |
| MW OH | VANTAGEPOINT TRANSFER V007191 | PE 09/07/19 PD 09/13/19 | 0010-2170 Deferred Comp Payable - ICMA | PY19019 | 2,434.86 | 2606/1901019 | | 00102352 | 09/13/2019 |
| MW OH | VANTAGEPOINT TRANSFER V007191 | PE 09/07/19 PD 09/13/19 | 0054-2170 | PY19019 | 17.40 | 2606/1901019 | | 00102352 | 09/13/2019 |

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| | V007191 | | Deferred Comp Payable - ICMA | | | | | | |
| MW OH | VANTAGEPOINT TRANSFER PE 09/07/19 PD 09/13/19 V007191 | | 0037-2170 Deferred Comp Payable - ICMA | PY19019 | 8.12 | 2606/1901019 | | 00102352 | 09/13/2019 |
| MW OH | VANTAGEPOINT TRANSFER PE 09/07/19 PD 09/13/19 V007191 | | 0048-2170 Deferred Comp Payable - ICMA | PY19019 | 94.61 | 2606/1901019 | | 00102352 | 09/13/2019 |
| | | | | | Check Total: | 2,627.97 | | | |
| MW OH | ALL CITIES ENGINEERING V011263 | AUG ADA RAMP CONSTRUCTION SVS | 91905-6185 Construction Services | AP091219 | 115,862.95 | 1938 | P11561 | 00102353 | 09/12/2019 |
| | | | | | Check Total: | 115,862.95 | | | |
| MW OH | ALTA LANGUAGE SERVICES V010194 | 8/21 BILINGUAL TESTING SVS | 101512-6099 Professional Services | AP091219 | 68.00 | IS446294 | | 00102354 | 09/12/2019 |
| | | | | | Check Total: | 68.00 | | | |
| MW OH | ASSI SECURITY INC V011251 | INSTALL JAIL CAMERAS & CCTV | 225913-6185 Construction Services | AP091219 | 30,995.00 | 65568 | P11544 | 00102355 | 09/12/2019 |
| | | | | | Check Total: | 30,995.00 | | | |
| MW OH | AT & T V008736 | SEPT POWELL BLDG INTERNET SVS | 109595-6215 Telephone | AP091219 | 40.00 | SEPT 2019 | | 00102356 | 09/12/2019 |
| MW OH | AT & T V008736 | SEPT CITY HALL HVAC INTERNET | 109595-6215 Telephone | AP091219 | 40.00 | SEPT HVAC 19 | | 00102356 | 09/12/2019 |
| MW OH | AT & T V008736 | SEPT PD YARD INTERNET SVS | 109595-6215 Telephone | AP091219 | 30.00 | SEPT PD 19 | | 00102356 | 09/12/2019 |
| | | | | | Check Total: | 110.00 | | | |
| MW OH | AT&T V004144 | JULY-AUG PHONE CHARGES | 109595-6215 Telephone | AP091219 | 2,644.86 | 080619 | | 00102357 | 09/12/2019 |
| MW OH | AT&T V004144 | JULY-AUG PHONE CHARGES | 109595-6215 / 21009-6215 Telephone | AP091219 | 10.66 | 080619 | | 00102357 | 09/12/2019 |
| MW OH | AT&T V004144 | JULY-AUG PHONE CHARGES | 296561-6215 Telephone | AP091219 | 716.89 | 080619 | | 00102357 | 09/12/2019 |
| | | | | | Check Total: | 3,372.41 | | | |

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| MW OH | AYSO 1398 V011278 | ENCROACHMENT PERMIT REFUND | 100000-4155 Encroachment Permits | AP091219 | 365.00 | 190128 | | 00102358 | 09/12/2019 |
| MW OH | AYSO 1398 V011278 | ENCROACHMENT PERMIT REFUND | 750000-4303 Technology Fee | AP091219 | 10.00 | 190128 | | 00102358 | 09/12/2019 |
| Check Total: | | | | | 375.00 | | | | |
| MW OH | B & M LAWN & GARDEN V000127 | LAWNMOWER BLADES | 103655-6301 Special Department Supplies | AP091219 | 55.99 | 456648 | | 00102359 | 09/12/2019 |
| Check Total: | | | | | 55.99 | | | | |
| MW OH | BEAR ELECTRICAL V010997 | JULY ROUTINE SIGNAL MAINT | 103590-6099 Professional Services | AP091219 | 3,165.00 | 8663 | P11569 | 00102360 | 09/12/2019 |
| MW OH | BEAR ELECTRICAL V010997 | JULY RESPONSE SIGNAL MAINT | 103590-6099 Professional Services | AP091219 | 5,194.75 | 8690 | P11569 | 00102360 | 09/12/2019 |
| Check Total: | | | | | 8,359.75 | | | | |
| MW OH | CALIFORNIA NEWSPAPER V009955 | JULY LEGAL ADVERTISING | 101002-6225 Advertising/Promotional | AP091219 | 4,290.88 | 0000449475 | | 00102361 | 09/12/2019 |
| MW OH | CALIFORNIA NEWSPAPER V009955 | JULY LEGAL ADVERTISING | 102534-6225 Advertising/Promotional | AP091219 | 1,044.00 | 0000449475 | | 00102361 | 09/12/2019 |
| Check Total: | | | | | 5,334.88 | | | | |
| MW OH | CARL WARREN & CO V008011 | JULY LIABILITY ADMIN SVS | 404582-6025 Third Party Administration | AP091219 | 1,661.00 | 1885186 | | 00102362 | 09/12/2019 |
| MW OH | CARL WARREN & CO V008011 | AUG LIABILITY ADMIN SVS | 404582-6025 Third Party Administration | AP091219 | 1,661.00 | 1885194 | | 00102362 | 09/12/2019 |
| Check Total: | | | | | 3,322.00 | | | | |
| MW OH | CASANOVA, ADIALA V011280 | PROPERTY DAMAGE CLAIM PMT | 404582-6210 Liability Claims | AP091219 | 417.86 | 1991072JM | | 00102363 | 09/12/2019 |
| Check Total: | | | | | 417.86 | | | | |
| MW OH | CBE V008124 | AUG COPIER OVERAGE CHARGES | 109595-6175 Office Equipment Rental | AP091219 | 44.86 | IN2184730 | | 00102364 | 09/12/2019 |
| Check Total: | | | | | 44.86 | | | | |

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| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|-------|-------------------------------|-------------------------------|---|----------|---------------------|-----------------|--------|----------|------------|
| MW OH | CELLEBRITE USA INC V008838 | CCMFF REG - CONROY | 103042-6250 Staff Training | AP091219 | 1,295.00 | Q-102673-1 | | 00102365 | 09/12/2019 |
| | | | | | Check Total: | 1,295.00 | | | |
| MW OH | CITY OF BREA V000125 | PRINTING SVS - BLDG FORMS | 102534-6230 Printing & Binding | AP091219 | 165.39 | ASCS001273 | | 00102366 | 09/12/2019 |
| | | | | | Check Total: | 165.39 | | | |
| MW OH | COMMERCIAL AQUATIC V005203 | JULY GOMEZ POOL MAINT | 103654-6290 Dept. Contract Services | AP091219 | 1,438.62 | I19-3757 | P11543 | 00102367 | 09/12/2019 |
| MW OH | COMMERCIAL AQUATIC V005203 | JULY WHITTEN POOL MAINT | 103654-6290 Dept. Contract Services | AP091219 | 1,767.66 | I19-3758 | P11543 | 00102367 | 09/12/2019 |
| MW OH | COMMERCIAL AQUATIC V005203 | AUG GOMEZ POOL MAINT | 103654-6290 Dept. Contract Services | AP091219 | 1,998.00 | I19-4490 | P11543 | 00102367 | 09/12/2019 |
| MW OH | COMMERCIAL AQUATIC V005203 | AUG WHITTEN POOL MAINT | 103654-6290 Dept. Contract Services | AP091219 | 1,998.00 | I19-4491 | P11543 | 00102367 | 09/12/2019 |
| MW OH | COMMERCIAL AQUATIC V005203 | AUG FOUNTAIN MAINT | 103654-6290 Dept. Contract Services | AP091219 | 367.20 | I19-4497 | P11543 | 00102367 | 09/12/2019 |
| MW OH | COMMERCIAL AQUATIC V005203 | AUG FOUNTAIN MAINT - LIBRARY | 103654-6290 / 21008-6290 Dept. Contract Services | AP091219 | 232.80 | I19-4497 | P11543 | 00102367 | 09/12/2019 |
| | | | | | Check Total: | 7,802.28 | | | |
| MW OH | DEKRA-LITE V003946 | HOLIDAY DECORATIONS RENTAL | 103654-6999 Other Expenditure | AP091219 | 4,880.56 | SO057863 | P11551 | 00102368 | 09/12/2019 |
| | | | | | Check Total: | 4,880.56 | | | |
| MW OH | DRABEK, GARY V004197 | AUG RESERVE OFFICER STIPEND | 103041-5005 / 50065-5005 Salaries/Part-Time | AP091219 | 200.00 | 090319 | | 00102369 | 09/12/2019 |
| | | | | | Check Total: | 200.00 | | | |
| MW OH | ENTERPRISE FLEET V003312 | JULY PD VEHICLE LEASE CHARGES | 103042-6165 / 50070-6165 Vehicle Rental | AP091219 | 5,442.14 | FBN3739141 | P11575 | 00102370 | 09/12/2019 |
| MW OH | ENTERPRISE FLEET V003312 | AUG PD VEHICLE LEASE CHARGES | 103042-6165 / 50070-6165 Vehicle Rental | AP091219 | 5,033.14 | FBN3761628 | P11575 | 00102370 | 09/12/2019 |

**City of Placentia
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| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|-------|-----------------------------------|-----------------------------|---|---------------------|------------------|---------------|--------|----------|------------|
| | | | | Check Total: | 10,475.28 | | | | |
| MW OH | FIDELITY SECURITY LIFE V008132 | SEPT VISION INSURANCE PMT | 395000-4740 ISF Employee Optical Costs | AP091219 | 1,732.08 | 164014620 | | 00102371 | 09/12/2019 |
| MW OH | FIDELITY SECURITY LIFE V008132 | SEPT VISION INSURANCE PMT | 395083-5164 Optical Insurance Premiums | AP091219 | 1,210.38 | 164014620 | | 00102371 | 09/12/2019 |
| | | | | Check Total: | 2,942.46 | | | | |
| MW OH | GEORGE, MARIAN V011277 | 8/29 EXCURSION REFUND | 100000-4385 Facility Rental | AP091219 | 84.00 | 1007104.002 | | 00102372 | 09/12/2019 |
| | | | | Check Total: | 84.00 | | | | |
| MW OH | GOLDEN STATE WATER V000928 | JUNE-AUG WATER CHARGES | 109595-6335 / 21010-6335 Water | AP091219 | 597.00 | 080619 | | 00102373 | 09/12/2019 |
| MW OH | GOLDEN STATE WATER V000928 | JUNE-AUG WATER CHARGES | 109595-6335 Water | AP091219 | 10,871.20 | 080619 | | 00102373 | 09/12/2019 |
| MW OH | GOLDEN STATE WATER V000928 | JUNE-AUG WATER CHARGES | 784070-6335 Water | AP091219 | 90.24 | 080619 | | 00102373 | 09/12/2019 |
| | | | | Check Total: | 11,558.44 | | | | |
| MW OH | GST V009410 | AUG IT SERVICE & MAINT | 101523-6290 Dept. Contract Services | AP091219 | 8,278.00 | INV38546 | P11515 | 00102374 | 09/12/2019 |
| | | | | Check Total: | 8,278.00 | | | | |
| MW OH | HEALTHPOINTE MEDICAL V010713 | 8/22 PRE-EMPLOYMENT EXAM | 101512-6099 Professional Services | AP091219 | 333.00 | 30601-2978469 | | 00102375 | 09/12/2019 |
| | | | | Check Total: | 333.00 | | | | |
| MW OH | HILLTOP SECURITIES INC V011275 | PLACEMENT AGENCY FEES | 102020-6099 Professional Services | AP091219 | 2,500.00 | 100598 | | 00102376 | 09/12/2019 |
| | | | | Check Total: | 2,500.00 | | | | |
| MW OH | HINDERLITER DE LLAMAS V000465 | 3RD QTR SALES TAX ADMIN SVS | 102020-6099 Professional Services | AP091219 | 2,568.04 | 0031913-IN | | 00102377 | 09/12/2019 |
| | | | | Check Total: | 2,568.04 | | | | |
| MW OH | HIRSCH PIPE AND SUPPLY | FAUCET REPAIR KIT | 296561-6130 | AP091219 | 11.71 | 6651751 | | 00102378 | 09/12/2019 |

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| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|-------|----------------------------------|------------------------------|---|---------------------|-----------------|----------|--------|----------|------------|
| | V004494 | | Repair & Maint/Facilities | | | | | | |
| | | | | Check Total: | 11.71 | | | | |
| MW OH | ICMA RETIREMENT TRUST V010029 | ICMA P/E 9/7 PD 9/13 | 0029-2170 Deferred Comp Payable - ICMA | AP091219 | 238.00 | 091319A | | 00102379 | 09/12/2019 |
| MW OH | ICMA RETIREMENT TRUST V010029 | ICMA P/E 9/7 PD 9/13 | 0010-2170 Deferred Comp Payable - ICMA | AP091219 | 2,186.59 | 091319A | | 00102379 | 09/12/2019 |
| MW OH | ICMA RETIREMENT TRUST V010029 | ICMA P/E 9/7 PD 9/13 | 0054-2170 Deferred Comp Payable - ICMA | AP091219 | 54.94 | 091319A | | 00102379 | 09/12/2019 |
| MW OH | ICMA RETIREMENT TRUST V010029 | ICMA P/E 9/7 PD 9/13 | 0037-2170 Deferred Comp Payable - ICMA | AP091219 | 60.00 | 091319A | | 00102379 | 09/12/2019 |
| MW OH | ICMA RETIREMENT TRUST V010029 | ICMA P/E 9/7 PD 9/13 | 0048-2170 Deferred Comp Payable - ICMA | AP091219 | 40.00 | 091319A | | 00102379 | 09/12/2019 |
| | | | | Check Total: | 2,579.53 | | | | |
| MW OH | JOHN HANCOCK USA-PARS V010625 | PARS-FT P/E 9/7 PD 9/13 | 0010-2131 Employer PARS/ARS Payable | AP091219 | 1,309.31 | 091319A | | 00102380 | 09/12/2019 |
| MW OH | JOHN HANCOCK USA-PARS V010625 | PARS-FT P/E 9/7 PD 9/13 | 0037-2131 Employer PARS/ARS Payable | AP091219 | 199.83 | 091319A | | 00102380 | 09/12/2019 |
| MW OH | JOHN HANCOCK USA-PARS V010625 | PARS-FT P/E 9/7 PD 9/13 | 0029-2131 Employer PARS/ARS Payable | AP091219 | 189.88 | 091319A | | 00102380 | 09/12/2019 |
| MW OH | JOHN HANCOCK USA-PARS V010625 | PARS-FT P/E 9/7 PD 9/13 | 0054-2131 Employer PARS/ARS Payable | AP091219 | 113.79 | 091319A | | 00102380 | 09/12/2019 |
| MW OH | JOHN HANCOCK USA-PARS V010625 | PARS-FT P/E 9/7 PD 9/13 | 0048-2131 Employer PARS/ARS Payable | AP091219 | 163.52 | 091319A | | 00102380 | 09/12/2019 |
| | | | | Check Total: | 1,976.33 | | | | |
| MW OH | KEYSER MARSTON V010468 | AUG REAL ESTATE ADVISORY SVS | 102534-6099 Professional Services | AP091219 | 2,767.50 | 0033833 | P11547 | 00102381 | 09/12/2019 |
| | | | | Check Total: | 2,767.50 | | | | |
| MW OH | LEGAL SHIELD V008104 | AUGUST LEGAL SERVICES | 0010-2192 Police Legal Services | AP091219 | 117.64 | 090519A | | 00102382 | 09/12/2019 |

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| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|---------------------|----------------------------------|------------------------------|---|----------|-----------------|-------------|--------|----------|------------|
| MW OH | LEGAL SHIELD V008104 | AUGUST LEGAL SERVICES | 0048-2192 Police Legal Services | AP091219 | 22.24 | 090519A | | 00102382 | 09/12/2019 |
| MW OH | LEGAL SHIELD V008104 | AUGUST LEGAL SERVICES | 0029-2192 Police Legal Services | AP091219 | 4.57 | 090519A | | 00102382 | 09/12/2019 |
| Check Total: | | | | | 144.45 | | | | |
| MW OH | LIEBERT CASSIDY V000597 | AUG LEGAL SERVICES | 101512-6099 Professional Services | AP091219 | 115.00 | 1484773 | | 00102383 | 09/12/2019 |
| MW OH | LIEBERT CASSIDY V000597 | AUG LEGAL SERVICES | 101512-6099 Professional Services | AP091219 | 2,484.00 | 1484774 | | 00102383 | 09/12/2019 |
| MW OH | LIEBERT CASSIDY V000597 | AUG LEGAL SERVICES | 101512-6099 Professional Services | AP091219 | 759.00 | 1484775 | | 00102383 | 09/12/2019 |
| MW OH | LIEBERT CASSIDY V000597 | AUG LEGAL SERVICES | 101512-6099 Professional Services | AP091219 | 37.00 | 1484776 | | 00102383 | 09/12/2019 |
| Check Total: | | | | | 3,395.00 | | | | |
| MW OH | LINCOLN PUBLIC SAFETY V011264 | 8/12-27 INTERIM FIRE CHIEF | 103066-6001 Management Consulting Services | AP091219 | 9,375.00 | 002 | P11556 | 00102384 | 09/12/2019 |
| Check Total: | | | | | 9,375.00 | | | | |
| MW OH | LOZEAU, MICHAEL V011281 | HOMELESS LIAISON OFFICER REG | 613041-6250 Staff Training | AP091219 | 80.00 | 093019 GLOE | | 00102385 | 09/12/2019 |
| Check Total: | | | | | 80.00 | | | | |
| MW OH | MARK'S OLD TOWNE V000648 | LIFT TRUCK REPAIRS | 103658-6134 Vehicle Repair & Maintenance | AP091219 | 826.05 | 240461 | | 00102386 | 09/12/2019 |
| Check Total: | | | | | 826.05 | | | | |
| MW OH | MOTO UNITED V009743 | MOTORCYCLE REPAIRS | 103658-6134 Vehicle Repair & Maintenance | AP091219 | 218.00 | 303668 | | 00102387 | 09/12/2019 |
| Check Total: | | | | | 218.00 | | | | |
| MW OH | OFFICE INDUSTRIES V007477 | OFFICE SUPPLIES | 103650-6315 Office Supplies | AP091219 | 127.32 | 63724 | | 00102388 | 09/12/2019 |
| MW OH | OFFICE INDUSTRIES | OFFICE SUPPLIES | 103040-6315 | AP091219 | 86.96 | 63753 | | 00102388 | 09/12/2019 |

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| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|-------|------------------------------|------------------------------|---|---------------------|-----------------|--------------|------|----------|------------|
| | V007477 | | Office Supplies | | | | | | |
| MW OH | OFFICE INDUSTRIES V007477 | OFFICE SUPPLIES | 103040-6315 Office Supplies | AP091219 | 429.61 | 63768 | | 00102388 | 09/12/2019 |
| MW OH | OFFICE INDUSTRIES V007477 | OFFICE SUPPLIES | 102532-6315 Office Supplies | AP091219 | 47.77 | 63772 | | 00102388 | 09/12/2019 |
| MW OH | OFFICE INDUSTRIES V007477 | PAPER | 109595-6315 Office Supplies | AP091219 | 165.26 | 63799 | | 00102388 | 09/12/2019 |
| | | | | Check Total: | 856.92 | | | | |
| MW OH | ORANGE COUNTY V007306 | AUG PARKING CITAITONS | 0044-2038 Parking Fines | AP091219 | 6,369.00 | 083119 | | 00102389 | 09/12/2019 |
| | | | | Check Total: | 6,369.00 | | | | |
| MW OH | ORIGINAL WATERMEN V006320 | LIFEGUARD UNIFORMS | 104071-6360 Uniforms | AP091219 | 120.82 | S64223 | | 00102390 | 09/12/2019 |
| | | | | Check Total: | 120.82 | | | | |
| MW OH | PARTS SOURCE V000817 | TEMP GAUGE KIT | 103658-6301 Special Department Supplies | AP091219 | 30.72 | 30018 | | 00102391 | 09/12/2019 |
| | | | | Check Total: | 30.72 | | | | |
| MW OH | PERRY, BRIAN V002942 | SUMMER TUITION REIMBURSEMENT | 109595-5150 Tuition Reimbursement | AP091219 | 2,700.00 | 09042019 | | 00102392 | 09/12/2019 |
| | | | | Check Total: | 2,700.00 | | | | |
| MW OH | PRINCIPAL LIFE V008141 | SEPT DENTAL INSURANCE PMT | 395000-4720 ISF Dental Ins Reimbursement | AP091219 | 970.20 | SEPTEMBER 19 | | 00102393 | 09/12/2019 |
| MW OH | PRINCIPAL LIFE V008141 | SEPT DENTAL INSURANCE PMT | 395083-5162 Dental Insurance Premiums | AP091219 | 871.20 | SEPTEMBER 19 | | 00102393 | 09/12/2019 |
| | | | | Check Total: | 1,841.40 | | | | |
| MW OH | PSYCHOLOGICAL V009259 | AUG PRE-EMPLOYMENT EXAM | 101512-6099 Professional Services | AP091219 | 800.00 | 523747 | | 00102394 | 09/12/2019 |
| | | | | Check Total: | 800.00 | | | | |
| MW OH | ROTO-ROOTER | MCFADDEN PARK PLUMBING SVS | 103654-6130 | AP091219 | 334.70 | AN239660 | | 00102395 | 09/12/2019 |

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| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount Invoice# | PO # | Check # | Check Date |
|-------|-------------------------------------|-----------------------------|---|---------------------|---------------------|--------|----------|------------|
| | V000894 | | Repair & Maint/Facilities | | | | | |
| | | | | Check Total: | 334.70 | | | |
| MW OH | RUIZ, SERGIO V011279 | ROOFING BOND REFUND | 0044-2033 Construction & Demo Deposit | AP091219 | 100.00 30-19-109 | | 00102396 | 09/12/2019 |
| | | | | Check Total: | 100.00 | | | |
| MW OH | SECO ELECTRIC & LIGHTING V010182 | REPAIR CIRCUIT CONNECTIONS | 296561-6130 Repair & Maint/Facilities | AP091219 | 328.59 5580 | | 00102397 | 09/12/2019 |
| | | | | Check Total: | 328.59 | | | |
| MW OH | SELMAN CHEVROLET V009997 | VEHICLE REPAIRS | 103658-6134 Vehicle Repair & Maintenance | AP091219 | 1,245.18 CVCS813038 | | 00102398 | 09/12/2019 |
| MW OH | SELMAN CHEVROLET V009997 | VEHICLE REPAIRS | 103658-6134 Vehicle Repair & Maintenance | AP091219 | 844.96 CVCS815130 | | 00102398 | 09/12/2019 |
| | | | | Check Total: | 2,090.14 | | | |
| MW OH | SILVER & WRIGHT LLP V009853 | AUG LEGAL SERVICES | 101005-6299 Other Purchased Services | AP091219 | 964.50 25903 | | 00102399 | 09/12/2019 |
| | | | | Check Total: | 964.50 | | | |
| MW OH | SO CAL GAS V000909 | JULY-AUG GAS CHARGES | 109595-6340 Natural Gas | AP091219 | 32.70 082719 | | 00102400 | 09/12/2019 |
| | | | | Check Total: | 32.70 | | | |
| MW OH | SOUTH COAST AQMD V001190 | FUEL DISPENSING SYSTEM FEES | 103654-6257 Licenses & Permits | AP091219 | 248.92 3504746 | | 00102401 | 09/12/2019 |
| MW OH | SOUTH COAST AQMD V001190 | EMISSIONS FEES | 103654-6257 Licenses & Permits | AP091219 | 136.40 3505953 | | 00102401 | 09/12/2019 |
| | | | | Check Total: | 385.32 | | | |
| MW OH | SOUTHWEST MATERIAL V011269 | FORK LIFT TRUCK | 798002-6842 Vehicles | AP091219 | 24,741.59 289418 | P11576 | 00102402 | 09/12/2019 |
| | | | | Check Total: | 24,741.59 | | | |
| MW OH | UNITED STATES POSTAL V001085 | PERMIT 26 POSTAGE | 104070-6325 Postage | AP091219 | 5,000.00 09032019 | P11577 | 00102403 | 09/12/2019 |

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|-------|-------------------------------------|-----------------------------|--|----------|---------------------|-------------------|------|----------|------------|
| | | | | | Check Total: | 5,000.00 | | | |
| MW OH | US BANK PARS #6746022400 V008781 | PARS P/E 9/7 PD 9/13 | 0010-2131 Employer PARS/ARS Payable | AP091219 | 974.35 | 091319A | | 00102404 | 09/12/2019 |
| MW OH | US BANK PARS #6746022400 V008781 | PARS P/E 9/7 PD 9/13 | 0010-2126 Employee PARS/ARS W/H | AP091219 | 974.35 | 091319A | | 00102404 | 09/12/2019 |
| MW OH | US BANK PARS #6746022400 V008781 | PARS P/E 9/7 PD 9/13 | 0062-2131 Employer PARS/ARS Payable | AP091219 | 32.11 | 091319A | | 00102404 | 09/12/2019 |
| MW OH | US BANK PARS #6746022400 V008781 | PARS P/E 9/7 PD 9/13 | 0050-2126 Employee PARS/ARS W/H | AP091219 | 104.87 | 091319A | | 00102404 | 09/12/2019 |
| MW OH | US BANK PARS #6746022400 V008781 | PARS P/E 9/7 PD 9/13 | 0062-2126 Employee PARS/ARS W/H | AP091219 | 32.11 | 091319A | | 00102404 | 09/12/2019 |
| MW OH | US BANK PARS #6746022400 V008781 | PARS P/E 9/7 PD 9/13 | 0050-2131 Employer PARS/ARS Payable | AP091219 | 104.87 | 091319A | | 00102404 | 09/12/2019 |
| | | | | | Check Total: | 2,222.66 | | | |
| MW OH | YAMAGUCHI, BRIAN V003248 | AUG RESERVE OFFICER STIPEND | 103041-5005 / 50065-5005 Salaries/Part-Time | AP091219 | 200.00 | 090319 | | 00102405 | 09/12/2019 |
| | | | | | Check Total: | 200.00 | | | |
| MW OH | YORBA LINDA WATER V001148 | JULY-AUG WATER CHARGES | 109595-6335 Water | AP091219 | 2,641.19 | 082619 | | 00102406 | 09/12/2019 |
| | | | | | Check Total: | 2,641.19 | | | |
| | | | | | Type Total: | 423,666.15 | | | |
| | | | | | Check Total: | 423,666.15 | | | |

City of Placentia
Electronic Disbursement Register

For 09/24/2019

FY 19/20

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

Grand Total: 330,976.04

EDR Totals by ID

| | |
|----|------------|
| AP | 0.00 |
| EP | 330,976.04 |
| IP | 0.00 |
| OP | 0.00 |

| Fund Name | <u>EDR Totals by Fund</u> |
|------------------------------------|---------------------------|
| 101-General Fund (0010) | 160,587.23 |
| 208-Sccssr Agncy Ret Oblg (0054) | 1,411.07 |
| 227-Explorer Grant NOC (0076) | 280.19 |
| 228-NOC-Public Safety Grant(0061) | 2,736.39 |
| 229-Comm Trans Hous Grant (0062) | 3,605.03 |
| 255-Underground Utilities (0027) | 737.06 |
| 265-Landscape Maintenance (0029) | 1,020.91 |
| 275-Sewer Maintenance (0048) | 4,931.73 |
| 280-Misc Grants Fund (0050) | 608.74 |
| 501-Refuse Administration (0037) | 1,505.68 |
| 601-Employee Health & Wlfre (0039) | 153,552.01 |

Void Total: 0.00
EDR Total: 330,976.04

Electronic Disbursement Sub Totals: 330,976.04

ACH Payroll Direct Deposit for 09/13/19: 331,141.88

Electronic Disbursement Total: 662,117.92

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

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| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Ref # | Ref Date |
|------|------------------------------|-----------------------|---------------------------------------|-----------|-----------|----------|------|----------|------------|
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0010-2150 Survivor Benefit Package | ACH090519 | 102.57 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0010-2195 PERS Uniform | ACH090519 | 18.17 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0029-2140 Employee PERS W/H | ACH090519 | 704.47 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0029-2150 Survivor Benefit Package | ACH090519 | 1.03 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0029-2195 PERS Uniform | ACH090519 | 0.17 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0037-2140 Employee PERS W/H | ACH090519 | 677.23 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0037-2150 Survivor Benefit Package | ACH090519 | 1.00 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0048-2140 Employee PERS W/H | ACH090519 | 2,080.12 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0010-2140 Employee PERS W/H | ACH090519 | 71,588.46 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0048-2150 Survivor Benefit Package | ACH090519 | 3.61 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0076-2150 Survivor Benefit Package | ACH090519 | 0.40 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0048-2195 PERS Uniform | ACH090519 | 0.76 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0054-2140 Employee PERS W/H | ACH090519 | 656.74 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0054-2150 Survivor Benefit Package | ACH090519 | 0.70 | 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0061-2140 Employee PERS W/H | ACH090519 | 1,116.61 | 081619 | | 00012314 | 09/05/2019 |

City of Placentia
Electronic Disbursement Register
For 09/17/2019

| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount Invoice# | PO # | Ref # | Ref Date |
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| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0061-2150 Survivor Benefit Package | ACH090519 | 0.93 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0061-2195 PERS Uniform | ACH090519 | 0.55 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0062-2140 Employee PERS W/H | ACH090519 | 1,762.97 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0062-2150 Survivor Benefit Package | ACH090519 | 2.29 081619 | | 00012314 | 09/05/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/10 PD 8/16 | 0076-2140 Employee PERS W/H | ACH090519 | 160.82 081619 | | 00012314 | 09/05/2019 |
| Check Total: | | | | | 78,879.60 | | | |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0010-2150 Survivor Benefit Package | ACH090919 | 99.67 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0010-2195 PERS Uniform | ACH090919 | 17.53 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0027-2140 Employee PERS W/H | ACH090919 | 737.06 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0029-2150 Survivor Benefit Package | ACH090919 | 1.25 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0029-2195 PERS Uniform | ACH090919 | 0.24 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0037-2140 Employee PERS W/H | ACH090919 | 688.63 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0010-2140 Employee PERS W/H | ACH090919 | 71,713.34 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0037-2150 Survivor Benefit Package | ACH090919 | 1.07 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0076-2150 Survivor Benefit Package | ACH090919 | 0.24 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC | PERS P/E 8/24 PD 8/30 | 0048-2140 | ACH090919 | 2,189.70 083019 | | 00012315 | 09/09/2019 |

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| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Ref # | Ref Date |
|------|------------------------------|------------------------|---|---------------------|------------------|----------------|------|----------|------------|
| | V010053 | | Employee PERS W/H | | | | | | |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0048-2150 Survivor Benefit Package | ACH090919 | 4.28 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0048-2195 PERS Uniform | ACH090919 | 1.02 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0050-2140 Employee PERS W/H | ACH090919 | 565.22 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0050-2150 Survivor Benefit Package | ACH090919 | 1.73 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0050-2195 PERS Uniform | ACH090919 | 0.36 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0054-2140 Employee PERS W/H | ACH090919 | 656.74 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0054-2150 Survivor Benefit Package | ACH090919 | 0.70 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0061-2140 Employee PERS W/H | ACH090919 | 1,116.89 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0061-2150 Survivor Benefit Package | ACH090919 | 0.91 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0061-2195 PERS Uniform | ACH090919 | 0.50 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0062-2140 Employee PERS W/H | ACH090919 | 1,737.09 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0062-2150 Survivor Benefit Package | ACH090919 | 2.68 | 083019 | | 00012315 | 09/09/2019 |
| EP | CALIFORNIA PUBLIC V010053 | PERS P/E 8/24 PD 8/30 | 0076-2140 Employee PERS W/H | ACH090919 | 115.91 | 083019 | | 00012315 | 09/09/2019 |
| | | | | Check Total: | 79,652.76 | | | | |
| EP | CALIFORNIA PUBLIC V006234 | SEPT MEDICAL INSURANCE | 395000-4715 ISF Health Ins Reimbursement | ACH091119 | 138,751.48 | 10000001577460 | | 00012316 | 09/11/2019 |

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For 09/17/2019

| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Ref # | Ref Date |
|---------------------|----------------------------------|-------------------------|---|-----------|-------------------|----------------|------|----------|------------|
| EP | CALIFORNIA PUBLIC V006234 | SEPT MEDICAL INSURANCE | 395083-5161 Health Insurance Premiums | ACH091119 | 14,800.53 | 10000001577460 | | 00012316 | 09/11/2019 |
| Check Total: | | | | | 153,552.01 | | | | |
| EP | ICMA RETIREMENT TRUST V000496 | PE 09/07/19 PD 09/13/19 | 0029-2170 Deferred Comp Payable - ICMA | PY19019 | 313.75 | 2995/1901019 | | 00012317 | 09/13/2019 |
| EP | ICMA RETIREMENT TRUST V000496 | PE 09/07/19 PD 09/13/19 | 0037-2170 Deferred Comp Payable - ICMA | PY19019 | 137.75 | 2995/1901019 | | 00012317 | 09/13/2019 |
| EP | ICMA RETIREMENT TRUST V000496 | PE 09/07/19 PD 09/13/19 | 0048-2170 Deferred Comp Payable - ICMA | PY19019 | 652.24 | 2995/1901019 | | 00012317 | 09/13/2019 |
| EP | ICMA RETIREMENT TRUST V000496 | PE 09/07/19 PD 09/13/19 | 0010-2170 Deferred Comp Payable - ICMA | PY19019 | 14,493.35 | 2995/1901019 | | 00012317 | 09/13/2019 |
| EP | ICMA RETIREMENT TRUST V000496 | PE 09/07/19 PD 09/13/19 | 0050-2170 Deferred Comp Payable - ICMA | PY19019 | 41.43 | 2995/1901019 | | 00012317 | 09/13/2019 |
| EP | ICMA RETIREMENT TRUST V000496 | PE 09/07/19 PD 09/13/19 | 0076-2170 Deferred Comp Payable - ICMA | PY19019 | 2.82 | 2995/1901019 | | 00012317 | 09/13/2019 |
| EP | ICMA RETIREMENT TRUST V000496 | PE 09/07/19 PD 09/13/19 | 0054-2170 Deferred Comp Payable - ICMA | PY19019 | 96.19 | 2995/1901019 | | 00012317 | 09/13/2019 |
| EP | ICMA RETIREMENT TRUST V000496 | PE 09/07/19 PD 09/13/19 | 0061-2170 Deferred Comp Payable - ICMA | PY19019 | 500.00 | 2995/1901019 | | 00012317 | 09/13/2019 |
| EP | ICMA RETIREMENT TRUST V000496 | PE 09/07/19 PD 09/13/19 | 0062-2170 Deferred Comp Payable - ICMA | PY19019 | 100.00 | 2995/1901019 | | 00012317 | 09/13/2019 |
| Check Total: | | | | | 16,337.53 | | | | |
| EP | PLACENTIA POLICE V000839 | PE 09/07/19 PD 09/13/19 | 0010-2180 Police Mgmt Assn Dues | PY19019 | 804.14 | 2625/1901019 | | 00012318 | 09/13/2019 |
| Check Total: | | | | | 804.14 | | | | |
| EP | CALIFORNIA PUBLIC V010053 | GASB-68 REPORT FEES | 102020-6099 Professional Services | ACH091219 | 1,750.00 | 10000001577948 | | 00012319 | 09/13/2019 |
| Check Total: | | | | | 1,750.00 | | | | |
| Type Total: | | | | | 330,976.04 | | | | |

City of Placentia
Electronic Disbursement Register
For 09/17/2019

| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Ref # | Ref Date |
|------|----------------|-------------|---------------------|--------------|------------|----------|------|-------|----------|
| | | | | Check Total: | 330,976.04 | | | | |



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 24, 2019

SUBJECT: **COOPERATIVE AGREEMENT WITH THE CITY OF YORBA LINDA FOR YORBA LINDA'S FISCAL YEAR 2017-2018 PAVEMENT REHABILITATION PROGRAM**

FISCAL
IMPACT: EXPENSE: \$27,000 FY 2019-20 CIP BUDGET (PLACENTIA COST SHARE)
BUDGETED: \$27,000 FY 2019-20 CIP BUDGET

SUMMARY:

The City routinely partners with neighboring cities on joint capital improvement projects, where there is shared public infrastructure such as streets, traffic signals, and other utilities. The City of Yorba Linda completed their Fiscal Year (FY) 2017-18 Pavement Rehabilitation program covering multiple locations throughout their city including portions of Rose Drive, Linda Vista Avenue, and Golden Avenue that are within Placentia's jurisdictional boundary. This recommended action will approve a Cooperative Agreement with the City of Yorba Linda to provide payment for pavement rehabilitation work performed by the City of Yorba Linda where the two cities share right-of-way along portions of certain streets.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the Cooperative Agreement with the City of Yorba Linda for a not-to-exceed amount of \$27,000; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City of Yorba Linda was the lead agency for the construction of a project to rehabilitate roadway pavement on three streets. The two cities share street pavement at Rose Drive, Linda Vista Avenue, and Golden Avenue. Improvements at these locations included slurry seal and new rubberized asphalt pavement, pavement striping and legends, and traffic loop detectors. The estimated final cost for Placentia's share of the project, including the cost for design, construction

1. c.
September 24, 2019

management, and inspection is \$26,009. To have a uniformly repaved roadway and to capture cost efficiencies and minimize construction impacts, both cities cooperatively participated in delivering the improvements and share in the cost of delivery of the project. The cost to the City of Placentia for these road repairs and maintenance is based upon a pro-rated share of the total amount of roadway surface located within Placentia's boundaries. The cost for this work is an amount not-to-exceed \$27,000. The City of Yorba Linda was the project lead responsible for managing the construction contract and overseeing the contractor's work.

FISCAL IMPACT:

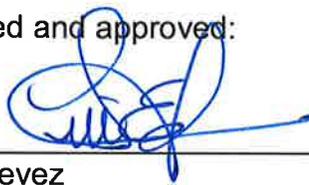
The total not-to-exceed cost to the City for its share of this project is \$27,000. General Fund dollars for this project were budgeted in the FY 2019-20 Capital Improvement Program Budget. As such, sufficient funds exist for the recommended actions.

Submitted by:



Elsa Y. Robinson
Management Analyst

Reviewed and approved:



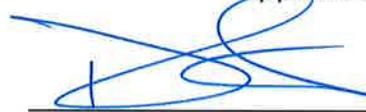
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Cooperative Agreement with the City of Yorba Linda

COOPERATIVE AGREEMENT

CITY OF YORBA LINDA'S FISCAL YEAR 2017/18 PAVEMENT REHABILITATION PROGRAM

THIS COOPERATIVE AGREEMENT ("AGREEMENT") is made and entered into this 24th day of September 2019 by and between the City of Placentia, a municipal corporation and charter city ("PLACENTIA") and the City of Yorba Linda, a municipal corporation and charter city ("YORBA LINDA").

A. Recitals.

(i). YORBA LINDA desires to construct certain street improvements in and upon Rose Drive, Linda Vista Avenue and Golden Avenue as described on the attached Exhibit "A" ("PROJECT").

(ii). Portions of Rose Drive, Linda Vista Avenue and Golden Avenue within the area of the PROJECT are located within the boundaries of PLACENTIA.

(iii). PLACENTIA desires to have YORBA LINDA improve the project area that is within the limits of PLACENTIA ("PLACENTIA PART"), as a portion of the PROJECT and YORBA LINDA is willing to do so.

(iv). It is the intent of PLACENTIA and YORBA LINDA in entering this Agreement to set forth terms and conditions applicable to YORBA LINDA AND PLACENTIA'S provision of services necessary to complete the PROJECT, in order to benefit YORBA LINDA and PLACENTIA.

B. Agreement.

NOW, THEREFORE, PLACENTIA and YORBA LINDA agree as follows:

1. Duties of YORBA LINDA:

- A. Prepare or cause to be prepared and submit, all environmental documents, schematic plans, estimates and specifications required for the PROJECT, subject to the reimbursement provisions contained herein.
- B. Conduct public bidding as required by law, award a contract in accordance with the approved schematic plans and specifications, and administer the contract through completion of the PROJECT.
- C. Prior to commencing construction, obtain or cause to be obtained insurance coverage from YORBA LINDA'S contractors and consultants, for the benefit of PLACENTIA and YORBA LINDA, as required by the contract documents.

- D. Pay its pro-rata share of PROJECT design, environmental, construction and construction engineering costs for work performed within the boundaries of YORBA LINDA, which is approximately \$1,649,987 (or approximately 98.5% of the total PROJECT cost of \$1,675,996). YORBA LINDA'S final cost shall be based on the actual cost at completion and not to exceed \$1,675,996.
 - E. Provide one Invoice to PLACENTIA for work done at the completion of the PROJECT
2. Duties of PLACENTIA:
- A. By execution of this Agreement, designate YORBA LINDA as the lead agency for the purpose of accomplishing the PROJECT.
 - B. Pay its pro-rata share of PROJECT design, environmental, construction and construction engineering costs for work performed by YORBA LINDA within the boundaries of PLACENTIA PART, which is approximately \$26,009 (or approximately 1.5% of the total Project cost of \$1,675,996). PLACENTIA'S final cost shall be based on the actual cost at completion and not to exceed \$27,000.
 - C. Make final payment to YORBA LINDA within forty five (45) days after receiving invoice.
3. Mutual obligations and general terms:
- A. After YORBA LINDA opens bids for the PROJECT, YORBA LINDA'S Director of Public Works shall transmit a tabulation of the bids to PLACENTIA'S Director of Public Works for review. PLACENTIA shall, within five (5) business days after receipt of the tabulation of bids, review, approve the low bidder and the bid results and notify YORBA LINDA of its determination, and YORBA LINDA shall thereafter award the contract as required by law. In the event YORBA LINDA and PLACENTIA cannot agree on which bidder shall be awarded the contract by the public bid process within the time provided by law to make the award or decides to reject all bids, and not rebid the PROJECT, then YORBA LINDA shall be authorized to terminate this Agreement without further obligation. In such case, PLACENTIA shall reimburse YORBA LINDA for its proportionate share of YORBA LINDA's cost of design and procurement phases.
 - B. During construction, YORBA LINDA shall furnish a resident engineer to perform the usual functions of a resident engineer. PLACENTIA may also, but is not obligated to, furnish its own respective engineer. Said resident engineers shall cooperate and consult with each other, but decisions of YORBA LINDA'S resident engineer shall be final.

- C. Any contract changes deemed necessary or advisable by YORBA LINDA may be undertaken by YORBA LINDA except that any changes which may affect the construction in PLACENTIA shall first be approved, in writing, by PLACENTIA. Any changes requested by PLACENTIA in YORBA LINDA'S discretion may be approved and included provided that any resulting increase in cost shall first be agreed upon in writing.
- D. Within forty five (45) days after completion of and acceptance of the work by YORBA LINDA, its Director of Public Works shall notify PLACENTIA in writing, of the date thereof and the probable date that a final accounting of PLACENTIA'S share of the cost of the PROJECT will be submitted. If outstanding charges (such as contractor's claims and liens) delay the final accounting, YORBA LINDA shall so advise PLACENTIA and a final accounting shall be presented within ninety (90) days from the date of completion of the work.
- E. PLACENTIA shall have the right to review all invoices, warrants and other related documents used in preparing the final accounting.
- F. PLACENTIA and YORBA LINDA shall cooperate to the fullest extent possible in seeing the PROJECT to completion.
- G. To the fullest extent permitted by law, YORBA LINDA shall defend, indemnify and hold harmless PLACENTIA, its officers, officials, employees, and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by PLACENTIA, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable, actually, allegedly or impliedly, to the negligence of YORBA LINDA in its performance of this Agreement. All obligations under this provision are to be paid by YORBA LINDA as they are incurred by PLACENTIA.
- H. To the fullest extent permitted by law, PLACENTIA shall defend, indemnify and hold harmless YORBA LINDA, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by YORBA LINDA, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, to the negligence of PLACENTIA in its performance of this

Agreement. All obligations under this provision are to be paid by PLACENTIA as they are incurred by YORBA LINDA.

- I. This Agreement supersedes any and all other agreements, either oral or in writing, between parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be effective unless it is in writing signed by all parties.
- J. The term of this Agreement shall commence upon the date of mutual execution and shall continue thereafter until performance by both parties has been completed in compliance with this Agreement, unless sooner terminated in accordance with this subsection. Unless otherwise agreed upon in writing, either party may immediately terminate for a material breach by the other that remains uncured following service of not less than ten (10) days prior written notice of such breach. In addition, this Agreement may be terminated by either party upon thirty (30) days prior written notice.
- K. Notices permitted or required to be provided pursuant to this Agreement shall be sent to the following addresses:

| YORBA LINDA: | PLACENTIA: |
|---|---|
| City of Yorba Linda Attn: Director of Public Works 4845 Casa Loma Avenue Yorba Linda, CA 92866 | City of Placentia Attn: Director of Public Works 401 East Chapman Avenue Placentia, CA 92870 |

By notice to the other party, either party may, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the United States mail, postage prepaid, whichever occurs first.

- L. The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement, or as a result of any duty, covenant, obligation or undertaking established herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers this 24th day of September 2019.

EXHIBIT A

COOPERATIVE AGREEMENT

CITY OF YORBA LINDA'S FISCAL YEAR 2017/18 PAVEMENT REHABILITATION PROGRAM

THIS COOPERATIVE AGREEMENT ("AGREEMENT") is made and entered into this 24th day of September 2019 by and between the City of Placentia, a municipal corporation and charter city ("PLACENTIA") and the City of Yorba Linda, a municipal corporation and charter city ("YORBA LINDA").

A. Recitals.

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(ii). Portions of Rose Drive, Linda Vista Avenue and Golden Avenue within the area of the PROJECT are located within the boundaries of PLACENTIA.

(iii). PLACENTIA desires to have YORBA LINDA improve the project area that is within the limits of PLACENTIA ("PLACENTIA PART"), as a portion of the PROJECT and YORBA LINDA is willing to do so.

(iv). It is the intent of PLACENTIA and YORBA LINDA in entering this Agreement to set forth terms and conditions applicable to YORBA LINDA AND PLACENTIA'S provision of services necessary to complete the PROJECT, in order to benefit YORBA LINDA and PLACENTIA.

B. Agreement.

NOW, THEREFORE, PLACENTIA and YORBA LINDA agree as follows:

1. Duties of YORBA LINDA:

- A. Prepare or cause to be prepared and submit, all environmental documents, schematic plans, estimates and specifications required for the PROJECT, subject to the reimbursement provisions contained herein.
- B. Conduct public bidding as required by law, award a contract in accordance with the approved schematic plans and specifications, and administer the contract through completion of the PROJECT.
- C. Prior to commencing construction, obtain or cause to be obtained insurance coverage from YORBA LINDA'S contractors and consultants, for the benefit of PLACENTIA and YORBA LINDA, as required by the contract documents.

- D. Pay its pro-rata share of PROJECT design, environmental, construction and construction engineering costs for work performed within the boundaries of YORBA LINDA, which is approximately \$1,649,987 (or approximately 98.5% of the total PROJECT cost of \$1,675,996). YORBA LINDA'S final cost shall be based on the actual cost at completion and not to exceed \$1,675,996.
 - E. Provide one Invoice to PLACENTIA for work done at the completion of the PROJECT
2. Duties of PLACENTIA:
- A. By execution of this Agreement, designate YORBA LINDA as the lead agency for the purpose of accomplishing the PROJECT.
 - B. Pay its pro-rata share of PROJECT design, environmental, construction and construction engineering costs for work performed by YORBA LINDA within the boundaries of PLACENTIA PART, which is approximately \$26,009 (or approximately 1.5% of the total Project cost of \$1,675,996). PLACENTIA'S final cost shall be based on the actual cost at completion and not to exceed \$27,000.
 - C. Make final payment to YORBA LINDA within forty five (45) days after receiving invoice.
3. Mutual obligations and general terms:
- A. After YORBA LINDA opens bids for the PROJECT, YORBA LINDA'S Director of Public Works shall transmit a tabulation of the bids to PLACENTIA'S Director of Public Works for review. PLACENTIA shall, within five (5) business days after receipt of the tabulation of bids, review, approve the low bidder and the bid results and notify YORBA LINDA of its determination, and YORBA LINDA shall thereafter award the contract as required by law. In the event YORBA LINDA and PLACENTIA cannot agree on which bidder shall be awarded the contract by the public bid process within the time provided by law to make the award or decides to reject all bids, and not rebid the PROJECT, then YORBA LINDA shall be authorized to terminate this Agreement without further obligation. In such case, PLACENTIA shall reimburse YORBA LINDA for its proportionate share of YORBA LINDA's cost of design and procurement phases.
 - B. During construction, YORBA LINDA shall furnish a resident engineer to perform the usual functions of a resident engineer. PLACENTIA may also, but is not obligated to, furnish its own respective engineer. Said resident engineers shall cooperate and consult with each other, but decisions of YORBA LINDA'S resident engineer shall be final.

- C. Any contract changes deemed necessary or advisable by YORBA LINDA may be undertaken by YORBA LINDA except that any changes which may affect the construction in PLACENTIA shall first be approved, in writing, by PLACENTIA. Any changes requested by PLACENTIA in YORBA LINDA'S discretion may be approved and included provided that any resulting increase in cost shall first be agreed upon in writing.
- D. Within forty five (45) days after completion of and acceptance of the work by YORBA LINDA, its Director of Public Works shall notify PLACENTIA in writing, of the date thereof and the probable date that a final accounting of PLACENTIA'S share of the cost of the PROJECT will be submitted. If outstanding charges (such as contractor's claims and liens) delay the final accounting, YORBA LINDA shall so advise PLACENTIA and a final accounting shall be presented within ninety (90) days from the date of completion of the work.
- E. PLACENTIA shall have the right to review all invoices, warrants and other related documents used in preparing the final accounting.
- F. PLACENTIA and YORBA LINDA shall cooperate to the fullest extent possible in seeing the PROJECT to completion.
- G. To the fullest extent permitted by law, YORBA LINDA shall defend, indemnify and hold harmless PLACENTIA, its officers, officials, employees, and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by PLACENTIA, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable, actually, allegedly or impliedly, to the negligence of YORBA LINDA in its performance of this Agreement. All obligations under this provision are to be paid by YORBA LINDA as they are incurred by PLACENTIA.
- H. To the fullest extent permitted by law, PLACENTIA shall defend, indemnify and hold harmless YORBA LINDA, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by YORBA LINDA, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation, and to the extent incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, to the negligence of PLACENTIA in its performance of this

Agreement. All obligations under this provision are to be paid by PLACENTIA as they are incurred by YORBA LINDA.

- I. This Agreement supersedes any and all other agreements, either oral or in writing, between parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be effective unless it is in writing signed by all parties.
- J. The term of this Agreement shall commence upon the date of mutual execution and shall continue thereafter until performance by both parties has been completed in compliance with this Agreement, unless sooner terminated in accordance with this subsection. Unless otherwise agreed upon in writing, either party may immediately terminate for a material breach by the other that remains uncured following service of not less than ten (10) days prior written notice of such breach. In addition, this Agreement may be terminated by either party upon thirty (30) days prior written notice.
- K. Notices permitted or required to be provided pursuant to this Agreement shall be sent to the following addresses:

| YORBA LINDA: | PLACENTIA: |
|---|---|
| City of Yorba Linda Attn: Director of Public Works 4845 Casa Loma Avenue Yorba Linda, CA 92866 | City of Placentia Attn: Director of Public Works 401 East Chapman Avenue Placentia, CA 92870 |

By notice to the other party, either party may, change the address specified above. Service of notice or communication shall be complete, if personally served, when received at the designated address, or five (5) days after deposit of said notice or communication in the United States mail, postage prepaid, whichever occurs first.

- L. The parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary to this Agreement, or as a result of any duty, covenant, obligation or undertaking established herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers this 24th day of September 2019.

CITY OF PLACENTIA

A Municipal Corporation

Damien R. Arrula, City Administrator

ATTEST:

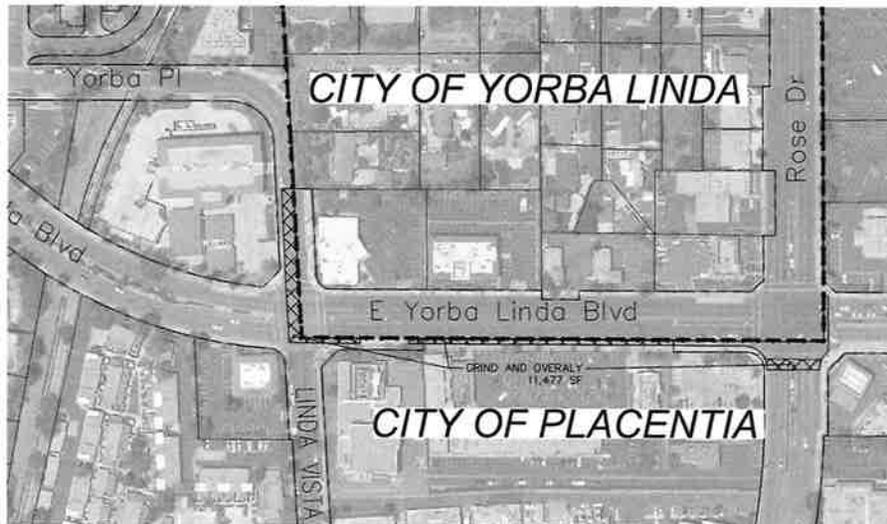
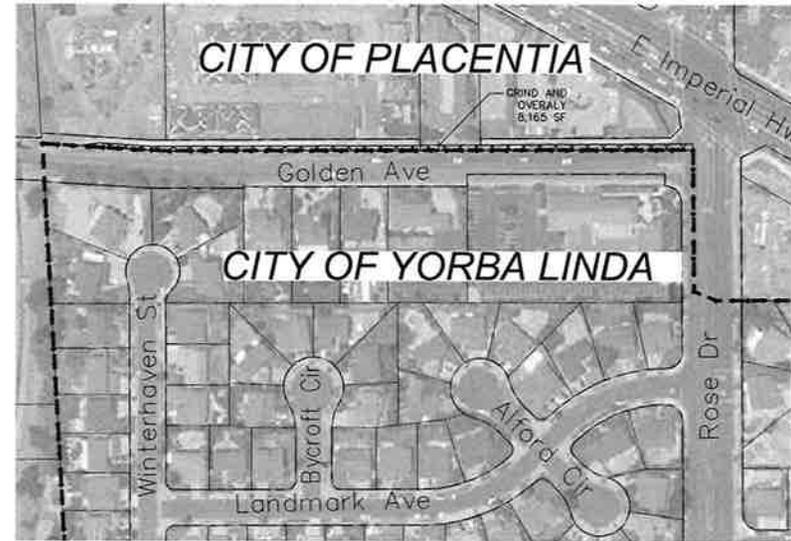
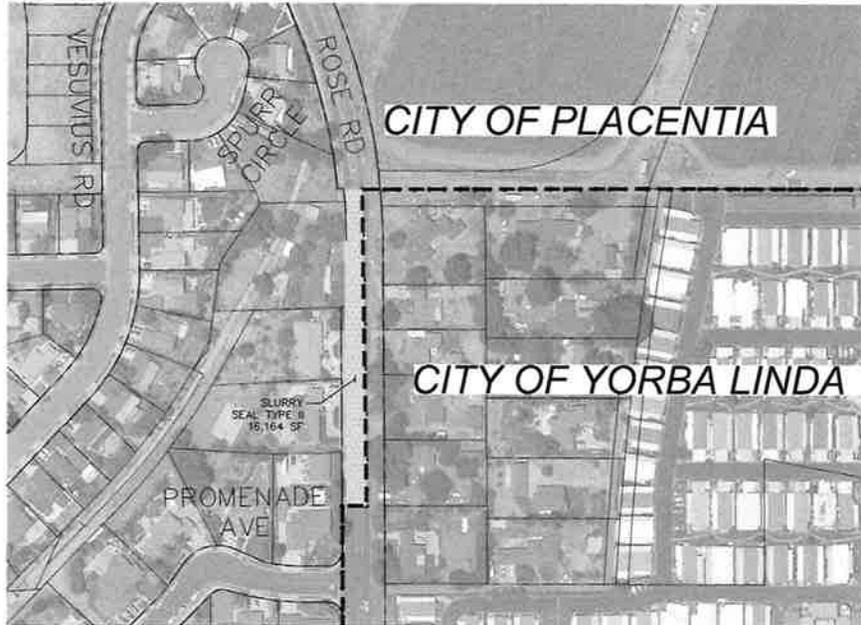
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

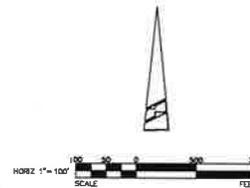
EXHIBIT A

EXHIBIT A



LEGEND

| | | |
|------------------------------------|---|-----------|
| SEAL CRACKS AND SLURRY TYPE II |  | 16,164 SF |
| 1 1/2" GRIND AND OVERLAY WITH ARHM |  | 19,642 SF |
| PROPERTY LINES |  | |
| MAINTENANCE ZONE 1 |  | |
| RIGHT OF WAY |  | |
| CITY BOUNDARY |  | |



CITY OF YORBA LINDA
PUBLIC WORKS DEPARTMENT
ANNUAL PAVEMENT PRESERVATION PROJECT
YEAR 2017/2018 - STREET IMPROVEMENTS

**2017/18 Annual Pavement Preservation Program
Final - Engineers Estimate of Probable Construction Cost**

Schedule A - Base Bid

| ITEM No. | ITEM DESCRIPTION | UNIT | UNIT PRICE | QTY | TOTAL BID PRICE | CITY OF PLACENTIA | |
|----------------------------------|---|------|---------------|---------|------------------------|-------------------|---------------------|
| | | | | | | QTY | TOTAL BID PRICE |
| Maintenance Zone 1 | | | | | | | |
| 1 | Mobilization and Demobilization | LS | \$ 41,900.00 | 1 | \$ 41,900.00 | | \$ - |
| 2 | Traffic Control/Traffic control plan/Construction Area Sign | LS | \$ 41,900.00 | 1 | \$ 41,900.00 | | \$ - |
| 3 | Best Management Practices | LS | \$ 10,000.00 | 1 | \$ 10,000.00 | | \$ - |
| 4 | Crack Routing and Sealing | LS | \$ 194,000.00 | 1 | \$ 194,000.00 | | \$ - |
| 5 | Type I Slurry Seal | SY | \$ 0.95 | 430,400 | \$ 408,880.00 | 0 | \$ - |
| 6 | Type II Slurry Seal | SY | \$ 1.20 | 175,300 | \$ 210,360.00 | 1,800 | \$ 2,160.00 |
| 7 | Cold Mill Existing AC; 1.5 INCH Uniform Thickness | SF | \$ 0.17 | 345,800 | \$ 58,786.00 | 19,700 | \$ 3,349.00 |
| 8 | Cold Mill Existing AC; 2 INCH Uniform Thickness | SF | \$ 0.17 | 46,000 | \$ 7,820.00 | | \$ - |
| 9 | 1.5" Asphalt-Rubber Hot Mix (ARHM) overlay | TN | \$ 95.00 | 3,300 | \$ 313,500.00 | 180 | \$ 17,100.00 |
| 10 | 2" Hot Mix Asphalt Cap Pave | TN | \$ 90.00 | 590 | \$ 53,100.00 | | \$ - |
| 11 | Remove and Construct Curb and Gutter | LF | \$ 75.00 | 50 | \$ 3,750.00 | | \$ - |
| 12 | 4" Full Depth AC Repair | SF | \$ 5.00 | 20,000 | \$ 100,000.00 | | \$ - |
| 13 | 6" Full Depth AC Repair | SF | \$ 6.50 | 10,000 | \$ 65,000.00 | | \$ - |
| 14 | Adjust Manhole to Grade | EA | \$ 425.00 | 20 | \$ 8,500.00 | | \$ - |
| 15 | Adjust Water Valve Box to Grade | EA | \$ 350.00 | 50 | \$ 17,500.00 | | \$ - |
| 16 | Signing, Striping, Pavement Legends & RPM | LS | \$ 130,000.00 | 1 | \$ 130,000.00 | 1 | \$ 1,400.00 |
| 17 | Install Loop Detectors | EA | \$ 500.00 | 22 | \$ 11,000.00 | 4 | \$ 2,000.00 |
| Subtotal | | | | | \$ 1,675,996.00 | | \$ 26,009.00 |
| | | | | | 10% Contingency = | \$ 168,000.00 | |
| Total Cost (Schedule A) = | | | | | \$ 1,843,996.00 | | \$ 26,009.00 |

| SCHEDULE B - ADDITIVE ALTERNATE | | | | | | | |
|--|---|-----|-----------|-----|---------------------|-------------|--|
| 18 | Remove and reconstruct Asphalt Concrete | TON | \$ 120.00 | 300 | \$ 36,000.00 | | |
| | | | | | 10% Contingency = | \$ 4,000.00 | |
| Total Cost (Schedule B) = | | | | | \$ 40,000.00 | | |



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF PUBLIC WORKS
DATE: SEPTEMBER 24, 2019
SUBJECT: **AMENDMENT NO. 1 TO MAINTENANCE SERVICES AGREEMENT WITH F.M. THOMAS FOR HVAC MAINTENANCE SERVICES**

FISCAL
IMPACT: EXPENSE: \$226,000 TOTAL COST FOR SERVICES
BUDGETED: \$82,000 FY 19-20 OPERATING BUDGET
\$18,000 FY 19-20 CIP BUDGET
\$5,310 FY 18-19 CIP BUDGET (ROLLOVER)
\$5,900 FY 18-19 OPERATING BUDGET (EXPENDED)

SUMMARY:

In November 2017, the City entered into a Maintenance Services Agreement with F.M. Thomas Air Conditioning ("F.M. Thomas") for HVAC (heating, ventilation, and air conditioning) maintenance services for an amount not-to-exceed \$38,271 per year for an initial three-year contract term, and a cumulative three-year not-to-exceed contract amount of \$114,813, 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 and improvements to HVAC systems in various City facilities, 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 F.M. Thomas Air Conditioning, Inc. for provision of HVAC Maintenance Services, increasing the cumulative contract not-to-exceed amount by \$111,187; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the initial three-year contract amount, or \$22,600; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1. d.
September 24, 2019

DISCUSSION:

The City currently utilizes a contractor to provide HVAC maintenance services for all City facilities. In 2017, the City underwent a competitive bid process and awarded a maintenance services agreement to F.M. Thomas to provide these services for an amount not-to-exceed \$38,271 per year for an initial three-year contract term, and a cumulative three-year not-to-exceed contract amount of \$114,813. The contract scope of work provides for quarterly and annual preventive maintenance services, as well as extraordinary repairs and maintenance. These include common activities such as checking pressure drops across filters, washing coils, monthly chemical treatments including water analysis, annual refrigerant leak inspections, tightening electrical connections, and verifying good operation of thermostats and control devices.

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 repair needed for City-owned property and infrastructure.

The current language in the agreement with F.M. Thomas does not allow for sufficient contractual spending authority on an annual basis for the necessary extraordinary repairs which will vary from year to year due the age of the HVAC systems at the City's buildings and facilities. For example, during Fiscal Year (FY) 2018-19, the City utilized F.M. Thomas to perform the following extraordinary work:

- Purchase and installation of HVAC Building Automation Control System for City Hall: \$53,706.00
- Replacement of HVAC Unit at Koch Park: \$13,274.00

For FY 2019-20, the following repairs have occurred or are needed:

- Calibration and Installation of Pneumatic Thermostats at City Hall: \$8,230.90 (expended)
- New HVAC System for Teen Center: \$17,777.00 (quoted)

The contractual spending authority available within the contract not-to-exceed amount has been exceeded and as such Staff is requesting that the City Council increase the spending cap for

potential future repairs and the continuance of annual HVAC maintenance services for FY 2019-20. Because of its review with the City Attorney's Office, Staff is recommending Amendment No. 1 to the maintenance services agreement with F.M. Thomas to increase the contract not-to-exceed amount by an additional \$111,187 to cover several HVAC repair projects already completed as well as provide sufficient contractual spending authority for the balance of the initial three-year contract term with F.M. Thomas. 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 \$22,600. No other terms of the original agreement or compensation have been changed.

FISCAL IMPACT:

The purpose of the amendment with F.M. Thomas is to increase the contract not-to-exceed amount by \$111,187, for a cumulative three-year contract not-to-exceed amount of \$226,000.

The increase will be offset by \$82,000 in funds that were appropriated under the FY 2019-20 Operating Budget, \$18,000 from the FY 2019-20 CIP Budget, \$5,310 will roll-over from un-expended funds in the FY 2018-19 CIP Budget, and the remaining \$5,900 has already been expended under the FY 2018-19 Operating Budget.

Prepared by:



Elsa Y. Robinson
Management Analyst

Reviewed and approved:



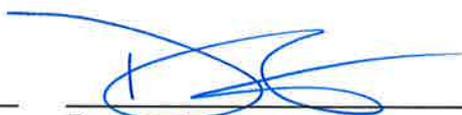
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Amendment No. 1 to Agreement with F.M. Thomas Air Conditioning, Inc.

**AMENDMENT NO. 1 TO
MAINTENANCE SERVICES AGREEMENT
PROVISION OF HVAC MAINTENANCE SERVICES WITH
F.M. THOMAS AIR CONDITIONING , INC.**

This Amendment No. 1 (“Amendment”) to Maintenance Services Agreement is made and entered into effective the 24th day of September 2019, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and F.M. THOMAS AIR CONDITIONING, 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 November 7, 2017 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 \$111,187 to account for unforeseen extraordinary HVAC 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 Two Hundred and Twenty-Six Thousand Dollars (\$226,000) 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 \$22,600 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: _____
Thomas Feylia, President

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 24, 2019

SUBJECT: COOPERATIVE AGREEMENT WITH THE COUNTY OF ORANGE FOR THE FUNDING AND CONSTRUCTION OF SEGMENT D OF THE OC LOOP CLASS I BIKEWAY ALONG CARBON CANYON CHANNEL

FISCAL

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

SUMMARY:

The County of Orange (County) has allocated funding towards the planning, design, and construction of the OC Loop Segment D Gap Closure Project along Carbon Canyon Channel. Since 2015, the County has actively taken input from the public regarding this project. Preliminary engineering design and environmental assessments have been completed. In addition, City and County Staff have collaborated on this project as the City's Golden Avenue Bridge Replacement Project intersects with the Segment D Project. This has allowed the City to design its bridge and the County to design the trail projects to complement one another. The proposed Cooperative Agreement with the County is based on the City's and County's existing Bike and Recreational Trail Agreement executed in 2017. Per the Agreement, the County will deliver a turn-key Class I off-street bike and pedestrian recreation trail and the City will agree to maintain the trail for the public's benefit.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the Cooperative Agreement between the County of Orange and the City of Placentia for funding and construction of Carbon Canyon Channel Class I Bikeway (OC Loop Segment D); and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The OC Loop Project ("Loop") is a sixty-six (66)-mile Countywide Class I bicycle and pedestrian recreation trail located in North and Central Orange County. Approximately 80% of the Loop is

1. e.

September 24, 2019

already in place and is used by thousands of people each year. Nearly fifty-four (54) miles of the Loop use existing off-street trails along the San Gabriel River, Coyote Creek, Santa Ana River and the Coastal/Beach Trail. Several segments, including Segment D that runs along Carbon Canyon Channel through the City of Placentia are in various stages of planning and development. Since 2015, the County has conducted significant outreach to Placentia and Yorba Linda residents to discuss the proposed Segment D gap closure project and to solicit input from the public.

Segment D of the Loop will connect to the existing OC Loop Segment C which is also known as the "Tracks at Brea Trail Route" that runs along Union Pacific right-of-way via the La Floresta Trail beginning at Imperial Highway at the intersection with La Floresta. It will continue along the southwest side of Imperial Highway for approximately 800 feet and enters into the westerly side of Carbon Canyon Channel and continues to the Golden Avenue Bridge, where users will either pass underneath or ascend up to street level where they can connect to the existing Class II on-street bike lanes that run the entire length of Golden Avenue, terminating at the Class I bike route in Tri-City Park. From the Golden Avenue Bridge intersection, the bikeway continues to Bastanchury Road where it connects to the existing El Cajon Regional Riding and Hiking Trail.

The City received a \$3 million grant through the Federal Highway Bridge Program (HBP) to replace the Golden Avenue Bridge. The bridge was constructed in 1934 and is only wide enough to accommodate one vehicle travel lane in each direction. The bridge does not have sidewalks or bike lanes which means vehicles, pedestrians, and bicyclists must share the road at the same time. In 2005, Caltrans deemed the bridge functionally obsolete making it eligible under the HBP for grant funding to replace it. Knowing that the Segment D project would pass beneath the bridge, City and County Staff worked collaboratively to ensure both the design of the bridge and of the Segment D bike trail complement both projects for maximum benefit to the community. City Staff also lobbied the County to allocate additional funds to the project to connect on and off ramps to the bridge and the trail below to allow users to access and exit the trail from a grade crossing at Golden Avenue. Improvements at the bridge grade crossing include ADA-compliant curb ramps, a marked crosswalk, and rapid flashing pedestrian beacons.

The County has already completed preliminary engineering plans and environmental reviews and the final engineering design process began last month. In addition, the County recently received a \$4 million grant through the Federal Bicycle Corridor Improvement Program (BCIP) to help fund the construction of this project which is estimated to cost \$6 million. The County has allocated a portion of its SB1 Gas Tax funds to cover the balance of construction costs. In addition to the final engineering process, the County will need to acquire easements or additional right-of-way from various property owners located adjacent to the project and that process has begun as well. The engineered plans for the City's Golden Avenue Bridge project are currently at the 95% complete level. In addition, the City has received permit confirmations from two of out three regulatory agencies who have jurisdiction over Carbon Canyon Channel and should have the third and final permit from the U.S. Army Corps of Engineers by the end of 2019. The City's bridge project is tentatively scheduled to begin construction in June 2020 and construction of the bike and recreation trail is forecasted to begin in mid-2021, according to the County's current schedule.

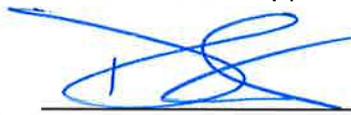
The proposed Cooperative Agreement ("Agreement") is based on the City's and County's existing Recreation and Trails Agreement executed in 2017. Per the Agreement, the County will be responsible for funding all design, construction, and construction management costs for the Segment D OC Loop Project. In addition, the County is responsible for all utility coordination as well as securing all necessary right-of-way needed for the project and any regulatory permits. The County will ultimately provide the City with a turn-key project, designed and constructed with the City's input. In exchange, the City agrees to maintain the trail which is standard for these types of public assets. Maintenance will generally consist of litter collection and maintaining the pedestrian-activated crosswalk beacons at the bridge grade crossing. In addition, the City will provide soffit lighting beneath the bridge deck and the new bridge will be designed and built to facilitate future lighting installations. Lighting along the bike trail however may be added to the project depending on funding availability within the project budget, however Staff will continue to advocate for walkway lighting to be added along the trail as part of the trail project.

Submitted by:



Luis Estevez
Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Cooperative Agreement with County of Orange

COOPERATIVE AGREEMENT BETWEEN COUNTY OF ORANGE AND CITY OF
PLACENTIA FOR FUNDING AND CONSTRUCTION OF CARBON CANYON CHANNEL
CLASS 1 BIKEWAY (OC LOOP SEGMENT D)

This Cooperative Agreement is made and entered into this _____ day of _____ 2019 (“**Agreement**”), by and between the **COUNTY OF ORANGE** (“**County**”), a political subdivision of the State of California, and the **CITY OF PLACENTIA**, a municipal corporation in the State of California, (“**City**”). The County and City shall sometimes be referred to separately as a “**Party**”.

RECITALS

A. The County is improving safe bikeway circulation county-wide via design and construction of the proposed OC Loop Class 1 bikeway.

B. The Orange County Flood Control District and the City have previously entered into Bikeways and Trails Agreement, MA-080-18010066, dated 26 September 2017, which addresses City bikeways, referenced as “Recreation Improvements”, adjacent to segments of county flood control facilities. The “Premises” of this agreement apply to the County Carbon Canyon Channel (E03) south of Golden Avenue.

C. The (“**Project**”) is that portion of the Segment D Class 1 bikeway and appurtenances, within the City limits, that will address bikeway discontinuity between the El Cajon Regional Riding and Hiking Trail (City of Yorba Linda) and the La Floresta Trail (City of Brea) by constructing a bikeway along the west side of Carbon Canyon Channel from Bastanchury Road to Imperial Highway and along the south side of Imperial Highway from Carbon Canyon Channel to La Floresta Drive. The Project includes OC Loop bikeway connective access with Golden Avenue and Street level RRFB controlled and pedestrian activated street crossing located along the existing flood control channel as depicted on the attached drawing. Project may or may not include bikeway lighting subject to County funding availability. The location of the Project lies along the east side of the Carbon Creek Flood Control Channel right-of-way between the Yorba Linda City Boundary and the Brea City boundary and includes access to Golden Avenue and a street crossing thereon. A true and correct copy of a map depicting the Project area is attached hereto and incorporated herein by this reference as **Exhibit “1.”**

D. The US Army Corps of Engineers (USCOE) and the County Flood Control District (OCFLD) have easements for sections of the Carbon Creek Flood Control Channel right-of-way, north and south of Golden Avenue respectively, providing a connective path for the proposed Project.

E. The Orange County Flood Control District (“**OCFCD**”) and the City entered into Bikeways and Trails Agreement (MA-080-18010066) dated September 26, 2017 (“**Master Bikeway Agreement**”), which allows the City to maintain bikeways and other appurtenant recreation facilities on OCFCD maintenance access roads. The Parties intend the improvements constructed pursuant to this Agreement on OCFCD properties to become new City owned and maintained “Recreational Improvements” on the “Premises,” as those terms are defined in the Master Bikeway

Agreement. The Parties intend the City will operate and maintain said Recreational Improvements in accordance with the Master Bikeway Agreement post-construction of the Project.

F. City plans to construct the Golden Avenue Bridge replacement project in 2020. This bridge spans over the Project.

G. Pursuant to State and local guidelines, County prepared and distributed a Draft Mitigated Negative Declaration and Initial Study IP 16-343 for the Project and said IP 16-343 was subsequently certified by the County Board of Supervisors as final, complete and adequate to satisfy the statutory requirements of the California Environmental Quality Act of 1970 (CEQA), on August 8, 2017 as amended.

H. The City fully supports the Project and desire to cooperate with the County in implementing the Project.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. County and City Project Funding Obligations

County will be responsible for one hundred percent (100%) of the Project construction costs including design, right-of-way acquisition (if any), temporary relocation and restoration of City owned utilities, construction and construction administration. The County will not be responsible for costs related to review, inspection, oversight, or any other Project-related administration duties performed by City which shall be solely borne by the City.

2. Right-of-Way Acquisition, Design & Construction

2.1 CEQA/NEPA. County is hereby designated as the Lead Agency for Project and is responsible for preparing, processing and securing all necessary environmental documents required by CEQA and NEPA, as amended.

2.2 Project Engineer. County is hereby designated as Project Engineer to perform all tasks necessary to prepare construction plans, specifications and cost estimates in accordance with criteria set forth in the current edition of the County of Orange Highway Design Manual, County of Orange Standard Plans, City Standard Plans, California Department of Transportation's Manuals, latest editions of 2006 Standard Plans and 2006 Standard Specifications, and to advertise, award and administer the construction of Project and to execute and deliver all documents required in connection with the construction of Project. County shall comply with all applicable provisions of the Public Contract Code and other applicable laws.

2.3 General Plan Conformance. Pursuant to Government Code Section 65402, City shall render reports as to whether the Project conforms to the City's respective General Plan. Execution of this Agreement does not constitute such report.

2.4 Temporary County Highway Declaration. Prior to commencing work on the Project, County must pass a resolution in accordance with Streets & Highways Code sections 1700-1704 temporarily declaring the City roadways within the Project to be a County highway for purposes of Project right-of-way acquisition and construction only. Upon receipt of said County Resolution, City shall consent by resolution to said County highway status pursuant to California Streets & Highways Code section 1701. After County files a notice of completion and City accepts the improvements, the County shall adopt a resolution pursuant to Streets & Highways Code section 1704 declaring that the streets used for the Project are no longer County highways and shall file said resolution with the Clerk of the City.

2.5 Right-of-Way Acquisition. County shall be responsible for identifying right-of-way requirements within the Project limits and shall also be responsible for any appraisals of properties needed for Project and right-of-way acquisition within County and City. If it is determined that any properties within City can only be acquired through eminent domain, the County will meet and confer with City to consider whether acquisition by eminent domain is appropriate. County will remain responsible for all applicable acquisition costs, including any resulting from the exercise of its eminent domain powers.

2.6 Utility Relocation. County and City shall work together to identify all conflicting utilities within the Project. County shall issue all utility relocation request letters and perform temporary or permanent relocations of City owned utilities as required. City shall issue concurrence letters to all utility companies and/or approve Caltrans required City utility relocation agreements for relocation requests within City roadways and assist with relocation efforts by County. City owned utilities will be restored to the original locations or relocated per approved plans upon project completion by County and City shall assume ownership and maintenance responsibilities of such utilities.

2.7 Project Plans, Insurance & Warranties.

- a. County's Engineer or designee ("**County Engineer**") shall submit Project plans, specifications and engineer's estimate to City for review and approval prior to advertising Project for construction bids. Prior to County advertising Project, City shall promptly review the plans and special provisions for work within their respective City roadways and either approve or provide comments on said plans and special provisions within fifteen (15) business days of receipt of such plans and special provisions from County. Should City fail to provide timely comments on, and/or approval of these plans or special provisions in accordance with this time period, County may make a written demand to City for a response. If City thereafter fails to provide comments on, and/or approve such plans or special provisions within three (3) business days of receipt of such demand, such plans or special provisions shall be deemed approved by the City.

- b. City shall provide County with City insurance requirements for construction contractor prior to contract solicitation. County shall require its construction contractor to identify the City as an additional insured subject to City insurance requirements.
- c. County shall require its contractor to pass through and assign all warranties to City for Project work associated with City's roadways.

2.8 Project Advertisement. Upon written approval of the final Project plans, specifications and engineer's estimate by City, County shall perform all of the administrative work required for advertising for bids, dealing with bid disputes and awarding the construction contract to the lowest responsible bidder. County may in its discretion reject all bids. If, after bids are opened, it is determined that insufficient funds are available to construct Project, County and City shall meet and confer to determine a course of action for Project.

2.9 Project Inspection. County will provide project inspection services. County will invite City to attend the pre-construction meeting after award of the construction contract and work with County on a mutually agreeable joint inspection routine. City shall have access to their respective City roadways at all times during construction for the purpose of inspection. County will notify City 48 hours in advance prior to construction in the City's portions. City shall also inspect regularly. Should City deem any remedial work to be necessary, the City shall notify County in writing thereof within one (1) business day of inspection, specifically describing the needed corrections and proposed remedial work. Disagreements, if any, shall be elevated to the respective project engineers quickly. The City shall be solely responsible for any remedial work that is not brought to the County's attention in accordance with this paragraph.

2.10 Contract Change Orders. County shall process any contract change orders ("CCOs") that are necessary for construction of the Project. If CCOs are needed within City right-of-way or property, the City shall review and approve such CCOs and provide a Project liaison ("City Engineer") during construction to coordinate CCO approval. City Engineer shall provide concurrence on CCOs within two (2) business days of County's submittal to City. If City fails to concur with or propose changes to CCO within such time, such CCO shall be deemed approved. County shall be financially responsible for the CCOs that are included in the County/City approved final Project scope of work.

2.11 Project Acceptance. Prior to County's acceptance of Project improvements in and filing a notice of completion, the City Engineer shall review and provide written approval of all Project work within that City. The City Engineer's written approval shall only be withheld for work not completed in accordance with the construction contract documents for the Project and which were timely identified during construction. City has ongoing obligation to regularly review contract work. County shall furnish City with one set of record drawings (As-Built drawings) for the completed Project and a copy of the filed notice of completion.

2.12 Access.

- a. City hereby approves temporary Project site access to County and its design consultants and will issue an encroachment permit, following competent application, from County's construction contractor. City shall endeavor to help provide a Project laydown area where possible.
- b. City shall accept quitclaims from County for right-of-way acquired by County on City's behalf, if any.
- c. City shall also meet requirements of the USCOE, County and County Flood Control District and for permanent access, use and operations/maintenance on their respective easement.

2.13 Bridge/Street Crossing Work Coordination. City agrees to coordinate their Golden Avenue bridge replacement project with County; including, but not limited to, project scheduling, electrical utility service and conduit placement, bikeway soffit lighting under bridge, bikeway location, clearance and curb cuts, drainage, grading, AT&T utility, etc. County agrees to coordinate Golden Avenue Street level RRFB controlled street crossing improvement design and construction plan to satisfaction of City.

2.14 Post-construction Project Operation, Maintenance and Utility Obligations.

- a. Upon City Engineers' written approval of the Notice of Completion, City shall assume or resume operation and maintenance obligations for Project improvements, City Roadways and City-owned utilities.
- b. Upon City Engineers' written approval of the Notice of Completion, Project improvements constructed or installed on OCFCD-owned properties shall become City owned "Recreational Improvements" which City shall operate and maintain as in accordance with the Master Bikeway Agreement. Accordingly, County and OCFCD shall not be required to perform any operation and maintenance, nor to contribute toward the payment of any related post-construction, operation and maintenance costs on the completed Project improvements. City agrees to perform its obligations in compliance with County and OCFCD property easements, requirements or conditions.
- c. The City shall similarly own, operate and maintain Project improvements on USCOE rights-of-way upon City Engineers' written approval of the Notice of Completion. City shall perform the operations and maintenance of these Project improvements in compliance with any USCOE property easements, requirements or conditions. City shall operate and maintain the portion of Project improvements installed on USCOE property to the same Bikeways and Trails Agreement standards and terms, as on the OCFCD property, unless it would conflict with a USCOE easement, requirement or condition.

- d. City shall provide utilities, at no cost to the County, OCFCD or the USCOE, for the OC Loop bikeway section north of Golden Avenue bridge to the Imperial Highway within the USCOE property.

3. Miscellaneous Obligations

3.1 Time is of the Essence. The Federal funding source for the Project requires timely environmental documents, design plans, and construction completion for approval of reimbursements. Therefore, time is of the essence. City agrees to execute their responsibilities and help facilitate Project in an expeditious manner so as not to jeopardize Project funding.

3.2 Indemnification & Hold Harmless. County agrees to indemnify, defend with counsel approved in writing, protect and hold harmless the City, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, elected or appointed officials, employees and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of County's negligent or wrongful acts in performing under the terms of this Agreement. County shall defend, at its expense, including attorney fees, City, its officers, agents, employees, independent contractors and volunteers in any legal action or claim of any kind based upon such alleged acts or omissions. The County shall not be liable in any way or indemnify the City, its officers, elected or appointed officials, employees and volunteers for City's negligence or the negligence of City's officers, officials, employees or volunteers.

County agrees that it will follow its work management system field manual and the CalTrans manual of traffic controls for construction and maintenance work zones to avoid or minimize risk of loss.

City agrees to indemnify, defend with counsel approved in writing, protect and hold harmless the County, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense cost or expenses, or liability of any kind or nature which the County, its officers, elected or appointed officials, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of the City's negligent or wrongful acts in performing under the terms of this Agreement. The City shall not be liable in any way or indemnify the County, its officers, elected or appointed officials, employees and volunteers for COUNTY's negligence or the negligence of County's officers, elected or appointed officials, employees or volunteers. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of City or County, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Each Party agrees to fully cooperate with the other and assist the other Party hereto in all matters relating to losses covered by the terms of this Agreement, and more specifically but not being limited thereby, each Party will:

1. Give prompt notification of all occurrences covered or likely to be covered by the terms hereof, together with the particulars thereof the other part hereto;
2. If claim is made, or suit is brought against a Party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other Party hereto.

City may, at its own expense, participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on County, and where County has consented thereto.

3.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment of either Party's interest in this Agreement shall be made without the written consent of the other Party.

3.4 Entirety & Amendments. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

3.5 Mutual Drafting. This Agreement shall be deemed to have been mutually drafted and shall be construed fairly and in accordance with its terms. No Party shall be entitled to any presumption or construction in such Party's favor as a result of any Party assuming the burden of memorializing the Parties' agreement hereunder.

3.6 Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

3.7 Notices. Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

City: City of Placentia
401 E Chapman Ave
Placentia, CA 92870
Attention: Luis Estevez, Director of Public Works

County: County of Orange/OC Public Works Department
300 N. Flower Street, Room 764
Santa Ana, CA 92702-4048
Attn: Tim Nguyen, Senior Civil Engineer, Infrastructure Project Management

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 Agreement, addressed in any other fashion shall be deemed not given.

3.8 Waiver of Jury Trial. Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

3.9 Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

3.10 Governing Law & Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

3.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

3.12 Termination. In the event County or City defaults in the performance of any of their obligations under this Agreement or materially breaches any of the provisions of this Agreement, City and County shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event City or County cures such default within such thirty (30) day period, City and County's election to terminate shall be deemed revoked and of no further force and effect as to that particular default.

3.13 Availability of Funds. This Agreement is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the Parties to expend or as involving the Parties in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

IN WITNESS WHEREOF, CITY have caused this AGREEMENT to be executed by its respective mayor and attested by its respective Clerk, and COUNTY has caused this AGREEMENT to be executed by the Chairman of the Board of Supervisors and attested by its Clerk on the dates written opposite their signatures, all thereunto duly authorized by the City Council and the Board of Supervisors, respectively.

CITY OF PLACENTIA,
a municipal corporation

Date: _____

By: _____
Damien R. Arrula, City Administrator

ATTEST:

APPROVED AS TO FORM:

Robert S. McKinnell, City Clerk

By: _____
Christian L. Bettenhausen, City Attorney

COUNTY OF ORANGE,
a political subdivision of the State of California

Date: _____

By: _____
Chairperson, Board of Supervisors

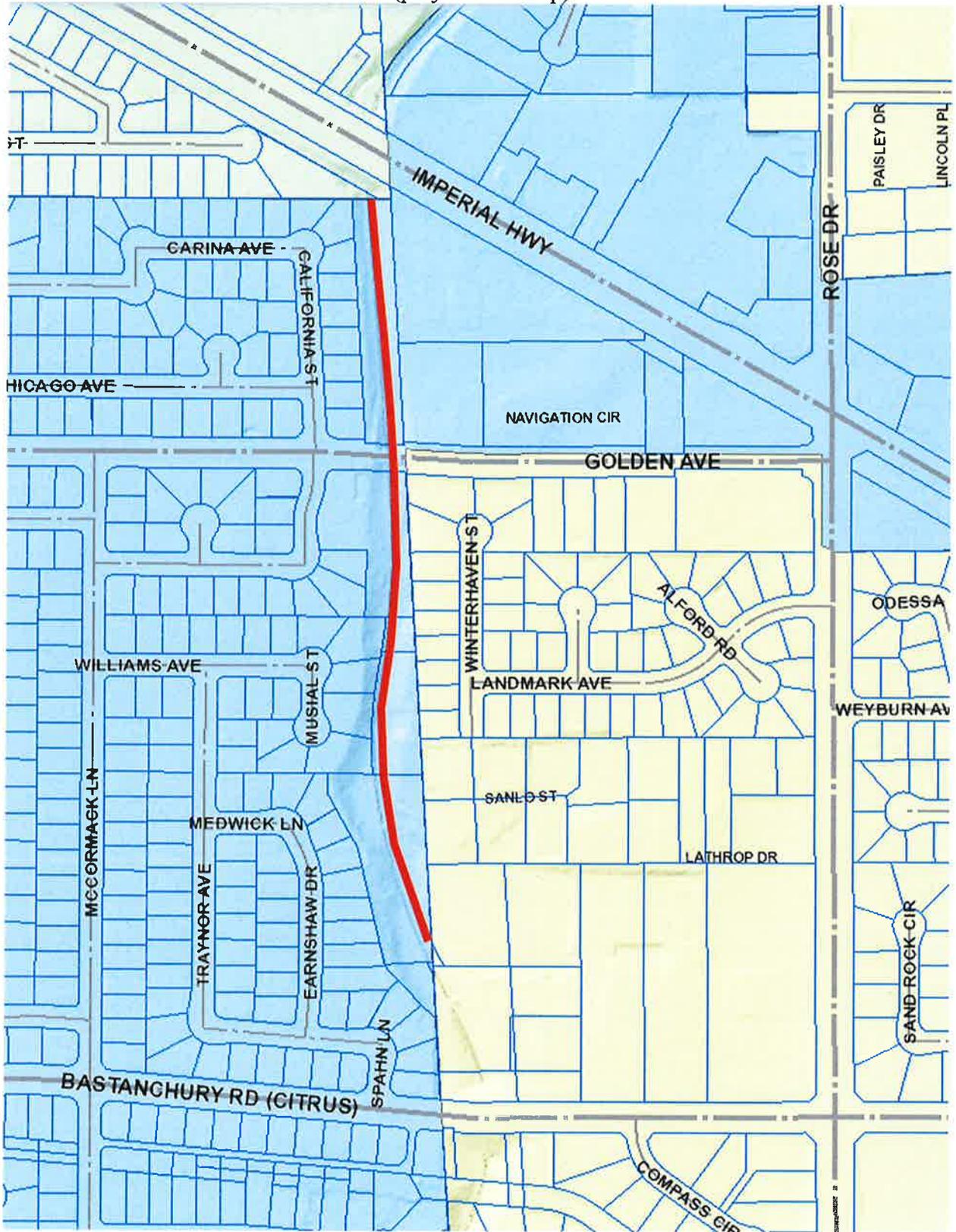
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____
Robin Stieler
Clerk of the Board of Supervisors of Orange County, California

By: _____
Deputy

Exhibit 1
(project area map)





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 24, 2019

SUBJECT: **DEVELOPMENT AGREEMENT FOR DEPLOYMENT OF A CITYWIDE FIBER OPTIC TO THE PREMISES SYSTEM AND A SMART CITY MANAGED SERVICES AGREEMENT WITH SIFI NETWORKS PLACENTIA LLC**

FISCAL
IMPACT: REVENUE: UP TO \$75,000 PER YEAR FOR CITY STAFF AUGMENTATION; MAX 42 MONTHS IN LIEU OF PERMIT AND PLAN CHECK FEES. POTENTIAL LONG-TERM REVENUE BASED UPON REVENUE SHARING TERM. POTENTIAL LONG-TERM ANNUAL IT OPERATING SAVINGS OVER CURRENT CITY IT COSTS.

SUMMARY:

The proposed Development Agreement and Smart City Managed Services Agreement with SiFi Networks Placentia LLC ("SiFi") shall result in a Citywide Fiber Optic to the Premises System delivered to all residences and businesses within the community. The Development Agreement further provides a closed-loop municipal fiber optic system the City can utilize for all its municipal activities while the Smart City Agreement provides for fiber optic interconnection of 31 existing City facilities and properties, 1 Gigabit of Internet connectivity, and provides enough bandwidth for an additional 300 service connections in the future.

RECOMMENDATION:

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

1. Approve a Development Agreement with SiFi Networks Placentia LLC for deployment of a Citywide Fiber Optic to the Premises System; and
2. Approve a Smart City Managed Services Agreement with SiFi Networks Placentia LLC; and
3. Authorize the City Administrator in consultation with the City Attorney to make any non-substantive changes deemed necessary; and
4. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1. f.
September 24, 2019

DISCUSSION:

Development Agreement

In 2018, Staff was approached by SiFi, regarding an offer and opportunity to build a Citywide Fiber Optic to the Premises System at no cost to the City. The concept proposed by SiFi is for SiFi to privately fund the design and construction of a citywide fiber optic network. The network would be built to include all City facilities, residences, businesses, and institutions within Placentia. Essentially, this proposed project will bring gigabit level internet and data transfer speeds to every doorstep in Placentia. SiFi will then lease the fiber lines to Internet Service Providers (ISPs) to whom customers may subscribe. SiFi will own the backbone infrastructure but is not an ISP. Maintenance and repair of the physical fiber network is wholly the responsibility of SiFi. Residents and businesses will have the option to continue with their existing ISPs or seek subscriptions with providers who have leased fiber from SiFi and receive a fiber service drop directly into their homes or businesses. In addition, this agreement does not prevent any other service providers from installing their own citywide fiber optic networks or expanding their existing fiber infrastructure and providing a similar service. From an economic development perspective, the concept of a privately funded and managed citywide fiber network is a significant opportunity for strengthening Placentia's competitive advantage for retaining and attracting businesses, jobs, and private investment into our community.

Existing ISPs that provide high-speed Internet access in the community will continue to provide those services to the community. However, not every home and business in the City currently has access to fiber optic infrastructure that provides Internet and data transfer speeds that far exceed those provided by existing service providers. SiFi, via the proposed Development Agreement (Attachment 1) is essentially requesting full access to the public right-of-way to install cables via micro-trenching technology. In exchange, SiFi will install a closed-loop municipal fiber system for the City's exclusive use to interconnect each City-owned facility, park, and other property with gigabit-level network speeds, and allow the City's entire computer network to communicate via this interconnected system. The proposed Smart City Agreement (Attachment 2) outlines the terms of these managed services. For example, when employees at the City Yard access the City's shared network drives or exchange files with employees at City Hall they do so via a third-party ISP connection. A closed-looped municipal fiber system would allow those employees to directly access shared drives at much faster speeds with greater network security via fiber lines dedicated for the City's sole use.

This closed-loop system also facilitates the Police Department's management of closed-circuit television (CCTV) security camera footage from various City facilities, and in the future would allow them and the City's Fire Department to communicate with and dispatch public safety equipment and other technologies throughout the community. These fiber lines will also ultimately be tied back to the City's traffic management center allowing faster communications with and integration of smart traffic signal technology. The City's access to these fiber lines is extremely beneficial in terms of the services it can and will provide in the future, particularly as City services become increasingly reliant upon technology. The list of City facilities to receive an initial service drop are outlined in Exhibit A to the Smart City Agreement and there is no charge to the City for SiFi to bring fiber optic lines into buildings or parks. SiFi will also designate an additional 300 future demand points throughout Placentia to allow the City to expand its network over time. These

demand points could be anything from a traffic signal to a bus shelter or a CCTV camera and an aerial drone.

Additional pertinent deal points in the Development Agreement include:

- SiFi will pay the City \$75,000 per year up to a maximum of 42 months to employ a single point of contact (SPOC) to manage this project on the City's behalf. These fees are in lieu of traditional plan check and encroachment permit inspection fees which are services that will be provided by the City's designated SPOC. This arrangement will ensure City Staff time isn't reallocated toward this significant project and the City can retain a consultant to augment Staff on this project.
- The initial term of the agreement is for 25 years with two 25-year term extensions available. While on the face of it, a term structure such as this could be considered an "evergreen" contract, this particular agreement essentially functions as a quasi-franchise agreement in a similar form and function as our existing franchise agreements with Southern California Edison or the Southern California Gas Company. While not a traditional utility company, SiFi's subsurface infrastructure will provide a new type of utility service to individual property-based customers, and the proposed contract term will ensure that SiFi is able to amortize their significant initial capital investment in the fiber network. For comparison purposes, the City's existing franchise agreement with Southern California Edison was executed in 1949 and it did not include an expiration date. The agreement does not confer exclusive use of the public right-of-way for this purpose to SiFi and any other company wanting to privately finance and construct a similar fiber network in Placentia could do so. The agreement also does not preclude other private telecommunications companies from expanding their existing fiber networks in Placentia for a similar purpose.
- Commencing after the fiftieth (50th) anniversary of the agreement commencement date, SiFi Networks Placentia shall pay the City twenty percent (20%) of any net profit earned by SiFi from the system installed within the City of Placentia.
- More than one (1) ISP will have the opportunity to operate on the network.
- Should SiFi abandon the fiber network, the City would assume ownership of that asset.

Smart City Managed Services Agreement

The proposed Smart City Managed Services Agreement essentially outlines the terms and operational conditions for the proposed City closed-loop municipal fiber network. While the City will be able to utilize the fiber lines to send its data back and forth between City facilities and other property, it will have to negotiate a separate agreement with one of the proposed ISPs who plan to operate on SiFi's network for Internet access. This agreement also identifies the initial service drop locations that will receive direct fiber optic connections creating the City's closed loop municipal system with City Hall as the main connection hub. There is no cost to the City for these service drops of which there are a total of 31 initial locations. The system will be built to accommodate a total of 300 service locations throughout the City. These locations can consist of anything from traffic signals to bus shelters, to open space and future City facilities yet to be built.

The City currently pays \$62,988 per year to three (3) different ISPs across fourteen (14) service accounts for the City's full complement of Internet and data services. The proposed Smart City

Agreement will freeze that amount for the next twenty (20) years and the City will instead pay that amount to SiFi directly for both the City's municipal fiber system access as well as Internet access. For example, if the City can negotiate an annual fee of \$20,000 for Internet access with one of the ISPs operating on the SiFi Network, then that amount would be deducted from the \$62,988 per year noted above. That is designed to ensure the City enjoys a fixed cost with no net increase for an extended period, while more than doubling the number of City facilities/properties that will receive fiber network connections and Internet service with connection speeds (1 Gigabit) that far exceed what the City currently receives. As the City connects additional demand points in the future, it will pay SiFi \$20 per month per additional location added to the City's network. For comparison purposes, if the City makes no changes in its current ISPs, data speed upgrades, additional facilities, and assuming a 2% average annual CPI increase, the City can expect to be paying \$93,596.85 by Year 20 of the proposed agreement.

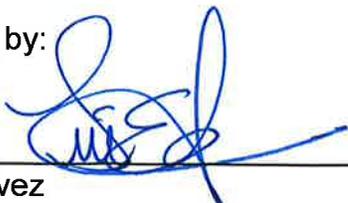
Additional pertinent deal points in the Smart City Managed Services Agreement include:

- The term of the agreement is for twenty (20) years at a fixed cost of \$62,988 per year; this term allows SiFi enough time to amortize capital costs associated with installing the City's dedicated closed loop municipal fiber system and 31 initial service drop locations at no cost to the City, and the City can enjoy a fixed cost for Internet and data services for 20 years along with Gigabit level speed and double the number of current facilities.
- 300 future demand points shall be provided for an additional \$20 per month per location.
- City will receive a 25% discount from the commercial customer installation rate for any new service drop installations connected to the City's network.
- The City may subcontract any excess capacity on its network to other users.
- The agreement outlines Key Performance Indicators and Performance Metrics to which SiFi and ISPs operating on their system must adhere for the operation and management of the City's fiber network

FISCAL IMPACT:

SiFi Networks Placentia LLC shall pay the City \$75,000 per year up to a maximum of 42 months to fund the cost of a SPOC to work on the City's behalf in the design and deployment of the system. This payment is in lieu of traditional plan check and encroachment permit fees the services of which will be provided by the SPOC working on behalf of the City. In addition, the City will receive twenty percent (20%) of the net profit generated by SiFi after the fiftieth (50th) anniversary of the Development Agreement. There is no cost to the City for deploying the system throughout the community or for the installation of the 31 initial service drop locations. The term of the agreement is for twenty (20) years at a fixed cost of \$62,988 per year.

Prepared by:



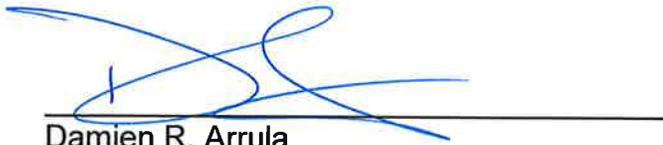
Luis Estevez
Director of Public Works

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Development Agreement
2. Smart City Managed Services Agreement

DEVELOPMENT AGREEMENT

This Development Agreement is made this 24th day of September 2019 (“**Effective Date**”) as it may be extended or amended, the “**Agreement**”), between the City of Placentia, a municipal corporation (the “**City**”) and SiFi Networks Placentia, LLC, a Delaware limited liability company (“**SiFi Networks Placentia**” or “**SiFi**”) (each sometimes referred to as a “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the City desires to implement a fiber optic network using the FOCUS system in the City and SiFi Networks Placentia desires to install a fiber optic network using the FOCUS system in the City;

WHEREAS, SiFi Networks Placentia has rights to the FOCUS (as defined below) proprietary fiber optic cable system technology;

WHEREAS, the City has agreed to grant to SiFi Networks Placentia Access to and a license to use the Public Way (as defined below) for purposes of installing the FON (as defined below) in the City and endeavoring to provide Multiple ISP (as defined below);

WHEREAS, the City has agreed to grant to SiFi Networks Placentia Access to and a license to use the Public Way for SiFi Networks Placentia to install and operate a point of presence and/or a series of distributive cabinets and other equipment and materials in connection with the installation of the FON; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

SECTION 1

1. **Definition of Terms.**

1.1 **Terms.** For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

“**Access**” means facilitation of permits encroachments and/or lease agreements for specified areas within the Public Way and/or Sewer System.

“**Block**” means its commonly understood meaning of a group of homes or business separated by streets and alleys.

“**Boundary**” means the legal boundaries of the City as of the Effective Date, and any additions or subtractions to the City legal boundaries, by annexation or other legal means.

“**Cabinets**” means above ground enclosures placed within the Public Way for the protection of active and passive equipment for the provision of Service throughout the System.

“**Commencement Date**” means the date that Substantial Completion, as that term is defined herein, of the System has been achieved.

“**Construction**” means breaking ground for the installation of the System.

“**Construction Contractor**” or “**Contractor**” means the construction company(ies) performing the physical work.

“**Core and Trunk**” means the section of the fiber optic network constructed in the Public Way from the interconnect point with the backhaul circuit to a duct or ducts at the plot boundary of the premises at the edge of the public right of way.

“**Drop**” means the fiber optic cable run from the Core and Trunk to the ONT as defined herein on the Premises Wall.

“**Facility**” means the secure space that the City agrees to make available to SiFi Networks Placentia during the Term.

“**FOCUS**” means SiFi Networks Placentia’ trademarked FOCUS™ system including the patented Wastewater Fiber Technology, know-how and other proprietary rights, comprising, among other things a combination of blown fiber, aerial, waste water and other conventional techniques to enable multi gigabit technologies.

“**FON**” means SiFi Networks Placentia’ fiber optic network built using the FOCUS™ design utilizing a combination of blown fiber, aerial, waste water and/or other conventional techniques as well as electronics to enable multi gigabit technologies. All fiber specifications conform to ITU G.652 specifications.

“**Hazardous Materials**” means (i) any hazardous or toxic wastes, substances, or materials, and any other pollutants or contaminants, which are regulated by any applicable local, state or federal laws, including, but not limited to 33 U.S.C. Section 1251 et seq., 42 U.S.C. Section 6901 et seq., 42 U.S.C. Section 9601 et seq., 42 U.S.C. Section 7401 et seq., 42 U.S.C. 960 et seq., and the California Health and Safety Code Section 25100 et seq., and 25300 et seq., the California Water Code, Section 13020 et seq., or any successor(s) thereto: (ii) petroleum; (iii) asbestos; (iv) flammable explosives; (v) polychlorinated biphenyls; and (radioactive materials).

“**Home**” means a residential single-family dwelling, or a residential single dwelling unit located within a Multiple Dwelling Unit, located within the Boundary.

“Multiple Dwelling Unit” means an apartment building or other building containing more than four dwelling units located within the Boundary.

“Multiple ISP” means more than a single internet service provider will have the opportunity to operate on the network once the network is operational by providing one or more services to residential and or business connected subscribers on the network.

“Microtrenching” means the process of cutting a trench with a dry cut machine whereby the typical depth of the trench is 12 inches and the minimum cover is 5 inches.

“Net Profit” means, for each calendar year, an amount equal to revenue derived from the SiFi Networks Placentia System less direct costs and all reasonable and standard business operating overhead expenditures including interest, depreciation, and any unforeseen exceptional associated with the Placentia System only.

“ONT” means an Optical Network Terminal device that converts optic light signals to copper/electric signals usable for delivery of Services to Subscribers and serves as the demarcation point at a Premises.

“OLT” means an Optical Line Terminal device that converts standard signals used by a service provider to the frequency and framing used by the passive optical network and coordinates the multiplexing between ONT’s located on the subscriber’s premise.

“Pass” or **“Passes”** means constructing the System to the curbside of a residential Premises, or the engineered point at or near a commercial Premises from which a Drop can be connected.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, whether for profit or not for profit, but shall not mean the City or SiFi Networks Placentia.

“PoP” means a point of presence containing equipment such as the Optical Light Terminal, necessary for the operation of the System and from which the fiber optic cables for the System may emanate.

“Premises” means a Home, Multiple Dwelling Unit, office or other building located within the Boundary.

“Premises Wall” means the exterior of an outside wall of a Premises to which the fiber optic cable can be terminated.

“Primary Premises” means the Premises expressly set forth on Exhibit A attached hereto.

“Public Way” shall mean the surface of, and the space above and below, any now existing or future: public street, road, highway, parkway, driveway, freeway, lane, path, court, sidewalk, bridge, alley, boulevard, traffic signals, lamp post, wastewater assets including sanitary and storm systems and the Sewer System, public way, or other public right of way or easement including, public utility easements, dedicated utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by, granted or dedicated to or under the jurisdiction of the City within the Boundary. For the avoidance of doubt, the term “Public Way” shall also mean any easement now or hereafter held by the City within the Boundary for the purpose of public travel, or for utility or public service use dedicated for compatible uses and shall include all other easements or rights of way held by the City within the Boundary.

“Release” when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder, including the System.

“Service” means internet, voice, data, and video service or any combination thereof, provided by the City or another Service Provider over the System.

“Service Providers” means any entity, which enters into a contract with SiFi Networks Placentia to provide Services over the System.

“Sewer System” or **“Sewer”** means the City owned waste water assets presently in place and as may be added within the Boundary, including all sanitary and storm systems and all of their components.

“Subscribe” means an agreement to receive from a Service Provider.

“Subscriber” means any Person (which for purposes of this definition shall include the City) that has entered into an agreement to receive or otherwise lawfully receives Service.

“Substantial Completion” means the date on which, the Core and Trunk of the System has been installed such that it Passes the addresses of each of the Primary Premises and the System is capable of providing Service to each such Primary Premises (but for the lack of a Drop) or four (4) years post Construction being commenced, whichever event occurs first; provided, however in the event SiFi Networks Placentia cannot install the Core and Trunk of the System or other necessary equipment or otherwise make the System available to a particular Primary Premises because of a lack of a right to access and use the Public Way due to the City not possessing the right, title, interest or authority to permit SiFi

Networks Placentia to use and occupy the Public Way or other lack of access or right to access and use property, or if there would be an incremental material cost to access property or install the System such that the cost to do so would be at least ten percent (10%) higher than the average cost to provide service to other Primary Premises within the Boundary, or where such Premises already have a pre-existing fiber service available to them, SiFi Networks Placentia shall not be required to make the System available to such Primary Premises, Substantial Completion shall be deemed to be achieved notwithstanding the failure to Pass and make the Service available to such Primary Premises. In the event that Substantial Completion is deemed to have occurred due to the expiration of four (4) years post Construction being commenced, SiFi shall use commercially reasonable efforts to complete, subject to the conditions in the proviso above, such construction as is necessary to provide service to all Primary Premises within a commercially reasonable time.

“**System**” means all parts of the FON system in the City that is designed to support the delivery of Service to Subscribers, including the fiber optic cable and its component parts and appurtenances, and the other cables, wires, components, facilities, cabinets, ducts, conduits, connectors, vaults, manholes, manhole covers, pedestals, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the FON system.

“**Wastewater Fiber Technology**” means SiFi Networks Placentia’ patented technology, know-how and other proprietary rights, comprising, among other things, the use of a loose laid cable placed in the City Sewer System, the cable being specifically constructed with a high-density polyethylene (HDPE) sheath and steel wire armor.

SECTION 2

2. Grant of Authority.

2.1 Grant of Rights.

2.1.1 SiFi Networks Placentia Rights to Public Way. This Agreement sets forth the basic terms and conditions upon which SiFi is granted authority to install the System in the Public Way. The particular terms and location of each portion of the System shall be specified in the applicable permit as described in Section 3.2 Permits and General Obligations. Subject to this Agreement and the applicable permit, the City hereby grants and conveys to SiFi Networks Placentia the full right, power and authority to erect, install, construct, repair, replace, reconstruct, maintain, operate or retain in, on, over, under, upon, across, or along any Public Way, the System including, wires, cables, facilities, Cabinets, components, materials, apparatus ducts, conduits, connectors, vaults, manholes, manhole covers, pedestals, appliances, splitters, pots, attachments, and other related property or equipment as may be necessary or appurtenant to the System, within the Boundary, and all extensions and additions thereto. SiFi Networks Placentia shall have the right to determine the final engineering design

and location of all equipment and other parts of the System. Both Parties agree to cooperate during the design and permitting process and SiFi Networks Placentia must first disclose all engineering designs to the City for permit approval. Notwithstanding the foregoing, installation of the System and use of the Public Way is subject to the applicable permit for a specific location. It is understood that SiFi's right and to place the System is non-exclusive, but that upon issuance of the applicable permit, the area specified therein shall be exclusive for the System, subject to the terms and conditions of this Agreement. Further, SiFi's rights granted under this Agreement and the particular permit are irrevocable until the expiration or sooner termination of this Agreement and/or the permit as provided herein or therein.

2.1.2 **Abandonment of the System upon Termination of Agreement.** Upon the expiration or termination of this Agreement, SiFi Networks Placentia shall have the right, but not the obligation, to remove from or abandon in place all or any part of the System in the Public Way. Any part of the system abandoned by SiFi Networks Placentia as described in this agreement shall become the property of the City of Placentia. Within ninety (90) days or as soon as possible of the expiration or termination of this Agreement, SiFi must notify the City in writing of its intent not to abandon the System. Failure to provide such written notice within the time specified will not be deemed abandonment. The System may only be abandoned and shall be deemed abandoned when so affirmatively confirmed in writing executed by SiFi Networks Placentia.

2.2 **Term of Agreement.** This Agreement shall become effective upon the execution and delivery of this Agreement by the Parties (the "**Effective Date**"). The term of this Agreement shall commence on Commencement Date and run until midnight on the date that is twenty-five (25) years after the Commencement Date (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for two additional terms, each of twenty-five (25) years, commencing on the twenty-fifth (25th) anniversary and the fiftieth anniversary of the Commencement Date ("**Renewal Terms**," and, collectively with the Initial Term, the "**Term**") unless SiFi Networks Placentia provides written notice to the City of its intent not to renew at least one hundred eighty (180) days prior to end of the Initial Term and thereafter at least one hundred eighty (180) days prior to end of the first Renewal Term. If SiFi Networks Placentia elects to not renew this Agreement the system will be deemed abandoned and shall become the property of the City of Placentia. If the Parties agree to a Renewal Term, commencing after the fiftieth (50th) anniversary of the Commencement Date, SiFi Networks Placentia agrees to pay the City twenty percent (20%) of any net Profit (defined below) earned by SiFi Networks Placentia from the System as installed with the City's Boundaries. The payment of the Net Profit, if any, shall be made on March 31 of each year for the prior calendar year's Net Profit. The term "Net Profit" means, for each calendar year, an amount equal to revenue derived from the SiFi Networks Placentia System less direct costs and all reasonable and standard business operating overhead expenditures including interest,

depreciation, and any unforeseen exceptional costs associated with the Placentia System only. SiFi shall provide the City with an annual report detailing any capital equipment upgrades or improvements that would need to be depreciated and used in the calculation of the Net Profit. Revenue received shall mean the total amount earned by SiFi Networks Placentia reasonably related to the System including any charge made or credit allowed, including all receipts, cash, credits, and property of any kind or nature without any deduction therefrom for costs and expenses whatsoever. Representative direct costs and standard business overhead expenditures used to calculate the Net Profit may include items such as general and administrative overhead, maintenance and equipment upgrades, marketing costs, depreciation, utility costs and software and hardware support costs.

2.3 If the Parties agree to a Renewal Term with the Net Profit payment commencing after the fiftieth (50th) anniversary of the Commencement Date as set forth in this Section 2.2, then the City, through its outside auditor, selected in City's sole and absolute discretion, shall have the right to inspect and audit SiFi Networks Placentia's books and records related to SiFi Networks Placentia's Net Profit calculation and/or collection, billing reports (and any settlements related thereto) relating to the payments under this Section 2.2. The parties acknowledge that SiFi Networks Placentia shall not be required to disclose any documents that are subject to attorney/client privilege (or other evidentiary legal privilege) to the City in the course of such audit. During the Renewal Term only, the City may conduct such audits no more than one time during any calendar year. In all cases, such audits shall not cover time periods previously audited except to review additional information not available at the time of such prior audit. Any audit shall be conducted at SiFi Networks Placentia's home office during reasonable business hours upon reasonable prior notice and shall not last on-site for more than 10 business days in the aggregate, provided SiFi Networks Placentia and its affiliates have supplied within a reasonable period of time all information necessary to conduct standard auditing procedures. The audit right set forth in this Section 2.2 shall only apply after the fiftieth (50th) anniversary of the Commencement Date during the Renewal Term(s) and shall not apply during the Initial Term.

2.4 **Exclusivity.** Until after the first anniversary of the Effective Date, the City shall not solicit offers from any third party regarding any competing fiber optic cable system within the City's Boundary, except to the extent City is obligated or required under federal or state law or regulation.

2.5 **Efficient Permitting Process.**

2.5.1 During the Term, the City shall provide expedited, diligent review of all applications for permits by SiFi and/or its contractors, to the extent reasonably possible and to the extent permits are necessary, including permits or other necessary items for construction work on the System within the Public Way. The City acknowledges and agrees that in order for SiFi Networks Placentia to perform its obligations under this Agreement, time is of the essence

in connection with permitting, licensing, and approval of the System. Accordingly, the City agrees to the process and timeframes below in connection with all applications for permits by SiFi Networks Placentia and/or its contractors in connection with this Agreement:

(i) The City shall within forty-eight (48) hours of submittal by SiFi Networks Placentia and/or its contractors of an application or other request for a permit in connection with this Agreement provide written acknowledgment to SiFi Networks Placentia and/or its contractor confirming receipt of such submittal; and

(ii) The City shall within five (5) calendar days of submittal by SiFi Networks Placentia and/or its contractors of an application or other request for a permit in connection with this Agreement acknowledge in writing that such application is properly submitted and complete, or in the event such application is not properly submitted and complete, provide SiFi Networks Placentia and/or its contractors with a detailed written explanation of any deficiencies. Upon curing any such deficiencies, the City shall undertake an expedited review of the application or other request for permit by SiFi Networks Placentia and/or its contractors in order to comply with this Section 2.4.1.

(iii) The City shall within fifteen (15) calendar days of submittal by SiFi Networks Placentia and/or its contractors of an application or other request for a permit in connection with this Agreement provide written notification of initial review and provide in writing to SiFi Networks Placentia and/or its contractors a detailed explanation of any additional information needed for the City to complete its review process. In the event no additional information is needed, the City shall so notify SiFi Networks Placentia and/or its contractors in writing.

(iv) The City shall within twenty-one (21) calendar days of submittal by SiFi Networks Placentia and/or its contractors of an application or other request for a permit in connection with this Agreement provide final approval and issue any necessary approval or permits to SiFi Networks Placentia and/or its contractors.

2.5.2 Such permitting process shall be facilitated by SiFi Networks Placentia's grant of funds to the City, not to exceed \$75,000 ("Cap") annually beginning on the date of SiFi submitting its first permit application, to pay for the City to employ a single point of contact ("SPOC") within the City's Engineering Department. The SPOC in the City's Engineering Department will be responsible for facilitating and expediting the plan check, permitting process, inspections and communicating with SiFi and its contractors, the City Council, and the general public regarding the construction process and progress. Such funding shall be maintained until construction of the System is completed to the point where service is able to be provided to the Primary Premises. Upon receipt

of the City's monthly invoice for SPOC services up to the Cap and, once the Cap is met, SiFi shall have no liability to pay any SPOC invoices in excess of the Cap until the following calendar year so long as this obligation remains for such year as provided in this Agreement, SiFi Networks Placentia shall remit payment within 30 days. This payment for SPOC up to the annual Cap, is in lieu of the City's traditional plan check fees, encroachment permit fees and inspection fees and SiFi Networks Placentia shall have no liability for any other fees to the City.

2.5.3 Permit applications shall be submitted by SiFi Networks Placentia in substantially the form as set forth Exhibit B (approved form of permit application). The engineering details provided in Exhibit B are a sample of typical details that may or may not change during the final engineering design process.

2.5.4 Nothing herein shall be construed as a promise, warranty, or guarantee of approval of any permit, license, or other land use approval which may be required. Provided that no permit, license, or other land use approval of any other approval requested by or required if SiFi Networks Placentia shall be unreasonably withheld, conditioned or delayed. Furthermore, SiFi Networks Placentia shall have no liability for any of its obligations hereunder, excepting obligations for indemnification which shall survive, if the necessary permits, licenses or approvals are not issued by the City.

2.6 **Fees, Expenses and other Charges.** Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, SiFi Networks Placentia shall not be responsible for any fee or payments to the City in connection with this Agreement or the permitting process, or for any assessment or tax levied by the City for its use of the Public Way. The City agrees that this Agreement shall not require SiFi Networks Placentia to comply with or otherwise be subject to any obligations or liabilities as a grantee of a franchise under the City's municipal code, ordinances or similar laws. The City agrees that City bonding and insurance requirements will be satisfied by bonds and insurance coverage provided as part of the encroachment permit application and supplied by the Construction Contractor (as principal) performing the construction of the System. Such bonds and insurance documentation to be supplied prior to the start of Construction. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.5 will survive expiration or termination of this Agreement.

2.6 **Relocation, Modification, or Alternations.** Excluding relocations requested by the City pursuant to this Agreement and repairs or maintenance to the System, SiFi may not relocate, materially modify, or materially alter the System components any time after issuance of the permit(s) for the System, except upon City's written approval which approval will not be unreasonably withheld, delayed, or conditioned.

SECTION 3

3. The System.

3.1 **System Description.** SiFi Networks Placentia agrees to install the System within the Boundary using the Public Way. The System shall use fiber optic cable emanating from the PoP to the Public Way and from there to the Premises Wall. The City acknowledges and agrees that SiFi Networks Placentia has the right to install the System within the Boundary using the Public Way in order to make the delivery of Service over the System available to all Premises within the Boundary. The Parties acknowledge and agree that there is no agreed design or configuration of the actual location of the System within the Public Way at this time and that SiFi Networks Placentia shall submit such designs specification, plan and associated details to the City for approval when ready. The City will work with SiFi Networks Placentia to approve the physical location of the fiber optic cable and other equipment and components of the System in, on, over, under, upon, across, or along the Public Way and from the Public Way to the Premises Wall.

3.2 **Permits and General Obligations.** SiFi is deemed to have approval to locate the System within the Boundary, subject to applicable permits, licenses, or other forms of plan review and approval or authorization necessary to construct, install, operate, maintain, replace, reconstruct, or repair the System, or any part thereof, during the term of this Agreement and any extensions. SiFi Networks Placentia shall provide plans to the City for City approval for the issuance of permits to construct the System. The City agrees to expedite its review and approval of the plans and issuance of permits to construct the System and in any event agrees to use good faith efforts to complete its review, approval and issuance of such plans and permits within twenty one (21) days after submission of the plans by SiFi Networks Placentia to the City. As part of this process, the City shall provide plan check and inspections at the sole expense of the City and no cost to SiFi Networks Placentia due to the SPOC payment as described in Section 2.4.2. The City shall issue such permits at no cost to SiFi Networks Placentia. Construction and installation of the System shall be performed in a safe manner using materials of good and durable quality. All transmission and distribution structures and equipment installed by SiFi Networks Placentia for use in the System in accordance with the terms and conditions of this Agreement shall be located so as to minimize interference with the proper use of the Public Way and the rights of property owners who own property that adjoin any such Public Way. If installed in the Sewer, the System shall be placed in such a way as to not materially obstruct the flow of water or debris in the pipes, or to materially interfere with maintenance and operation of the Sewer System, as provided in the Maintenance Specifications referenced in Section 7.1. SiFi Networks Placentia will adhere to all City building code requirements; provided, however in the event of an inconsistency or conflict between the rights granted to SiFi Networks Placentia pursuant to this Agreement and a City building code provision, the City building code provision will be interpreted in a manner that supports the objectives and intent of

this Agreement. In the event City building code provisions are amended or adopted after the date hereof, the terms of this Agreement shall control.

SECTION 4

4. Construction and Facilities.

4.1 Construction of the System. SiFi Networks Placentia will use commercially reasonable efforts to commence Construction on or before a date that is twenty-four (24) months after the Effective Date (the “**Construction Commencement Deadline**”); provided however, in the event of a Force Majeure Event, the Construction Commencement Deadline shall be extended by the time impact resulting from the Force Majeure Event. In addition, SiFi Networks Placentia will use commercially reasonable efforts to complete construction of the System on or before a date that is forty eight (48) months after the Construction Commencement Deadline (the “**Construction Completion Deadline**”); provided however, in the event of a Force Majeure Event, the Construction Completion Deadline shall be extended by the time impact resulting from the Force Majeure Event. The timeline shall also be extended due to and for the length of any delay by the City in performing its obligations hereunder or issuing the permits, licenses and approvals to SiFi or its contractors. Both Parties recognize and agree that SiFi Networks Placentia cannot guarantee the Construction Commencement Deadline or the Construction Completion Deadline as many elements are outside of its control. SiFi Networks Placentia will keep the City informed of the progress of its schedule at reasonable intervals.

4.1.1 The City acknowledges and agrees that SiFi Networks Placentia intends to use varying construction techniques for the System Construction and deployment, which may include, any of the following:

- (i) Traditional open trench and/or directional boring;
- (ii) Slot cut micro-trenching at a depth of between 12” and 16” with a minimum cover from the top of the duct to top of the asphalt of 7” as set forth in the specifications set forth in Exhibit C to this Agreement;
- (iii) Fiber optic cable placed in the Sewer System using the SiFi Networks Placentia Wastewater Fiber Technology; and/or
- (iv) Techniques ancillary to or related to the foregoing.

The City approves each of the above referenced construction methods and agrees to work cooperatively with SiFi Networks Placentia in reviewing all other potential construction methods.

4.1.2 SiFi shall be solely responsible for all repairs, maintenance, and adjustments, and damage to the System, not caused by City's active negligence or willful misconduct. The City shall be liable to the extent any loss or damages to the System or other property and equipment results from the active negligence or willful misconduct of acts or omissions the City or its agents.

4.2 **Location of Equipment/Facilities.**

4.2.1 **Facility.** During the Term, the City shall provide SiFi Networks Placentia with access to and use of the Facility at no cost to SiFi Networks Placentia for the installation and operation of SiFi Networks Placentia' PoP equipment (approximately 300 square feet per location), distributed cabinets and other System equipment, components, parts, and other appurtenances for the System and related facilities, and from which the fiber optic cables will be deployed.

4.2.2 **PoP/Cabinet/Facility Location.** SiFi Networks Placentia agrees to provide engineering designs including intended locations of PoP and/or Cabinets and/or the Facility required for the System to the City prior to Construction in accordance with City's permitting process. The City and SiFi Networks Placentia agree to cooperate in the selection of suitable sites for the PoP (approximately 300 square feet per location) and Cabinets. However, City has sole and absolute but reasonable discretion to reject a proposed location; provided that, the City will use reasonable efforts to offer suitable alternative locations.

4.3 **Subscriber Connections.**

4.3.1 **Fiber to the Premises Wall.** SiFi Networks Placentia will provide a terminated fiber to each Subscriber's Premises receiving a Drop in a manner to be determined by SiFi Networks Placentia. The location and the method of the Drop will vary depending on the circumstances of the location of the Subscriber's Premises.

4.3.2 **System Connection to the Premises Wall.** The following will apply to the connection to each Premises receiving a Drop:

- (i) The City will assist SiFi Networks Placentia or its designee in securing private property easement access rights necessary, advisable or appropriate to connect the System from the Subscriber property boundary to the Premises Wall. For the avoidance of doubt, in the event SiFi Networks Placentia cannot install fiber optic cable or other necessary equipment on private property because of a lack of a right to access the property, SiFi Networks Placentia shall not be required to make the System available to such Premises.

(ii) SiFi Networks Placentia shall have no duty to provide any additional connection after the terminated fiber has been taken to the ONT on the Premises Wall.

SECTION 5

5. Oversight and Regulation by City.

5.1 **Oversight of Construction.** In accordance with applicable law, the City shall have the right to oversee and inspect the Construction of the System in the Public Way.

5.2 **Compliance with Applicable Laws.** SiFi Networks Placentia and the City shall, at all times during the Term, be subject to and comply in all material respects with all applicable federal, state laws and local laws regarding the Construction of the System in the Public Way.

5.3 **Treatment of Confidential Information.** Subject to local, state and federal law, including without limitation, the California Public Records Act, the City agrees that, without the prior written consent of SiFi Networks Placentia, all information regarding the System, including plans, drawings, designs, conceptual renderings, cost information, specifications, photographs, reports, manuals, and other documents (“**Confidential Information**”), is proprietary and shall be kept confidential and shall not be disclosed to any Persons other than the City's authorized employees, representatives, staff and consultants (collectively, “**Representatives**”) with a need to know such information and such Confidential Information shall not be used to the detriment of SiFi Networks Placentia. The City shall cause its Representatives to observe the confidentiality obligations described herein and shall be responsible for any breach of these obligations by any of its Representatives. The City agrees to assert applicable exemptions to any California Public Records request for Confidential Information and to promptly notify SiFi Networks Placentia if the City receives a California Public Records Act request relating to SiFi Networks Placentia or the System. Promptly upon the written request of SiFi Networks Placentia or the termination of this Agreement, the City will return to SiFi Networks Placentia or destroy (any such destruction shall certified in writing by an officer of the City) all copies of the Confidential Information and all other documents prepared by the City that contain or reflect the Confidential Information. Notwithstanding anything to the contrary contained in this Agreement, the City's obligations set forth in this Section 5.3 will survive expiration or termination of this Agreement.

SECTION 6

6. Insurance.

SiFi shall procure and maintain from the date of start of Construction for the duration of the term of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of

the work hereunder by the SiFi, its agents, representatives, employees, or subcontractors.

6.1 Minimum Scope and Limit of Coverage.

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include blanket contractual liability and broad form property damage, premises, operations, explosion, collapse, underground hazard (commonly referred to as “X”, “C” and “U” coverages

B. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.

C. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

E. Professional Liability with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the SiFi must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City for review.

F. Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain

lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

If the Contractor or SiFi maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor or SiFi. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City to the extent necessary to cover any actual damages suffered by the City.

6.2 Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, SiFi shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or SiFi shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6.3 Other Insurance Provisions:

A Additional Insured. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SiFi including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of SiFi. General liability coverage can be provided in the form of an endorsement to the Sifi's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

B. Primary Insurance. For any claims related to this project, SiFi's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the SiFi's insurance and shall not contribute with it.

C. Notice of Cancellation. SiFi 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, Sifi shall forthwith obtain and submit proof of substitute insurance.

D. Builder's Risk (Course of Construction) Insurance. SiFi may, if requested by the City, submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

F. Waiver of Subrogation. SiFi hereby agrees to waive rights of subrogation which any insurer of SiFi may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage SiFi shall furnish, upon request, the City with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before the date of the start of Construction. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

H. Contractor/Subcontractors SiFi shall require and verify that the Contractor and all subcontractors maintain insurance meeting all the requirements stated herein, and SiFi shall require, to the extent possible, the Contractor and all the subcontractors to list City as an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

- I. **Special Risks or Circumstances** City reserves the right to modify, at any time, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

SECTION 7

7. **Parties' Obligations.**

7.1 Obligations of the City. In addition to all other duties and obligations contained elsewhere in this Agreement, City has the following duties and obligations:

(i) Provide a single point of contact (“**SPOC**”) for SiFi Networks Placentia, which SPOC will be responsible to address all issues related to the System, providing coordination with and act as a liaison to City departments, and serving as a communication and troubleshooting resource for SiFi Networks Placentia.

(ii) Offer the full cooperation of all City departments with respect to relevant issues with respect to the System. Such cooperation will be supervised by the SPOC.

(iii) Subject to Section 3.2, provide SiFi Networks Placentia and its representatives with access to all City property and all City assets and infrastructure for which a permit has been issued to SiFi for the installation and inspection of the System and for any other reasonable business purpose with respect to the System, with no charge by the City for such access through completion of construction. SiFi Networks Placentia and/or any contractors it hires will be required to obtain encroachment permits and pay any related permit and inspection fees and comply with all other standard encroachment permit conditions of approval for future maintenance and/or repairs and/or alterations to its system located within the public-right-of-way once installed and operational.

(iv) Participate in regular status meetings for the coordination of all matters related to the System.

(v) Provide expedited, diligent, good faith review of all applications for permits submitted by SiFi Networks Placentia or its representatives or contractors, including permits or other necessary items for construction work on the System within the Public Way.

(vi) In the event emergency repairs to the System, the Public Way or the Sewer System are necessary, coordinate the repairs with SiFi Networks Placentia, any utilities or other users of the Public Way, in order to facilitate prompt repairs, such coordination to be supervised by the SPOC

and the SPOC shall keep SiFi Networks Placentia continually apprised of the status of such repairs.

(vii) When reasonably able, City will provide SiFi Networks Placentia with a least thirty (30) days advance notice of any work in the Public Way that requires the relocation of the System. In addition, where necessary, the City will provide SiFi Networks Placentia with an opportunity to access the System at the time of the excavation in the Public Way by others. City shall, both itself and through its contractors, indemnify SiFi Networks Placentia for any damage to the System caused by work by or on behalf of the City in the Public Way.

7.2 Obligations of SiFi Networks Placentia. In addition to all other duties and obligations contained elsewhere in this Agreement, SiFi Networks Placentia has the following duties and obligations:

(i) Work closely with the SPOC of the City and relevant City departments with respect to the construction of the System.

(ii) Comply with all requirements of City for permit and Public Way use applications, to the extent they may be required.

(iii) Maintain or provide for the maintenance of the System.

(iv) SiFi Networks Placentia and its contractors shall register with California DigAlert; and

(v) SiFi Networks Placentia to relocate its facilities as needed for City capital improvement projects provided however that such City capital improvements project shall be limited to only those projects impacting, directly or indirectly, more than three hundred (300) contiguous feet of the Core and Truck or any other aspect of the System in the Public Way or the Sewer System (“Major Public Works Project”). Such Major Public Works Project(s) shall not include routine maintenance and repair that does not impact the System, including without limitation repair of pot holes, milling and repaving of roadways, and repair and replacement of sewer pipes and/or other aspects of the Sewer System. The City shall provide SiFi Networks Placentia with not less than one hundred and twenty (120) days written notice of such Major Public Works Project. In the event SiFi Networks Placentia determines in its sole discretion that such Major Public Works Project will have a material impact on the System such that it would be in the best interests of the Parties to temporarily or permanently relocate some or all of the System, the City agrees to provide all reasonable accommodations as reasonably requested by SiFi Networks Placentia and with no cost or charge by the City to SiFi Networks Placentia other than standard encroachment permit application and inspection fees, to allow and facilitate SiFi Networks Placentia the ability to temporarily or permanently

relocate such portion of the System in or around the Public Way or Sewer System in a manner sufficient to maintain the operation of the System pursuant to the terms of the Agreement. SiFi Networks Placentia shall be responsible for the cost of any such temporary or permanent relocation of any portion of the System in connection with a Major Public Works Project. The City shall follow the procedures set forth in the Method Statement set forth in Exhibit D of this Agreement) in connection with any relocation of the System.

(vi) SiFi Networks Placentia will endeavor to facilitate an introductory meeting between the City and Service Provider(s) who use the Network to provide services to residential and business, and further will advise any such Service Provider(s) that the City may require fees as required by law or regulation.

(vii) Provide response times in connection with repairs to be undertaken by SiFi Networks Placentia and/or contractors retained by SiFi Networks Placentia (as opposed to repairs to be undertaken by the City) and to establish the necessary personnel levels for required dispatch, repair, inventory, maintenance, and service of the System commencing no earlier than Substantial Completion as follows:

(i) Depending upon the type of fault or the method of identification, the City shall notify SiFi of a suspected fault and the generation of a service ticket. The City shall issue to SiFi one of the following service ticket(s), for which SiFi shall provide the corresponding response time:

(1) Standard Response (“STANDARD”)

a) Description: Construction in progress, capital improvement and other such projects impacting or potentially impacting the SiFi System and/or may impact the SiFi System, about which the City is aware of in advance. Examples of such projects include mill and fill projects, side relocations, road reclamation projects, and other similar projects, provided that any such STANDARD repair is subject to the then current California Dig Safe laws and regulations, and all other applicable laws and regulations.

b) SiFi response time: On-site within forty-five (45) business days

(2) Non life threatening Emergency Response (“NON-LTER”)

a) Description: Curb and gutter projects, and utility (including telecommunications) projects requiring relocation, repair, or replacement that are impacted by the SiFi System and/or may impact the SiFi System, provided that any such NON-LTER repair is subject to the then current California Dig Safe laws and regulations, and all other applicable laws and regulations.

b) SiFi response time: On-site within seventy-two (72) hours

(3) Life Threatening Emergency Response (“LTER”)

a) Description: Break or hit in the main gas, main electric, main water, or main sewer line in the Public Way that has an immediate and direct impact to the traveling safety of the public in or around the Public Way, and wherein the City’s ability to implement repairs are impacted by the SiFi System and/or City repairs may impact the SiFi System.

b) SiFi response time: On-site within four (4) hours

(ii) Upon receipt of a service ticket as set forth herein, SiFi will use reasonable efforts to dispatch a technician to the specified fault location as identified by the City. SiFi, working with the City, will then make the determination as to whether the technician will proceed with the repair(s) if possible, wait for arrival of a City contractor if necessary for investigation and/or repair of work, or leave the site.

SECTION 8

8. **Breach; Rights and Remedies; Termination; Indemnification.**

8.1. **SiFi Networks Placentia Breach or Default.** In the event the City believes that SiFi Networks Placentia has not complied with or is otherwise in default with regard to any material term of this Agreement, the City shall promptly notify SiFi Networks Placentia in writing with specific details regarding the exact nature of the alleged noncompliance or default (a “**City Breach Notice**”).

8.1.1 **SiFi Networks Placentia' Right to Cure or Respond.** SiFi Networks Placentia shall have forty-five (45) days from its receipt of a City Breach Notice (the “**Initial SiFi Cure Period**”) to:

(i) respond to the City, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of SiFi Networks Placentia’ response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Initial SiFi Cure Period, so long as SiFi Networks Placentia initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies the City of the steps being taken and the projected date that they will be completed, the Initial SiFi Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from SiFi Networks Placentia’ receipt of a City Breach Notice (the “**Extended SiFi Cure Period**”) and together with the Initial SiFi Cure Period, the “**SiFi Cure Period**”).

8.1.2 **City Rights and Remedies.**

(i) Except as provided in Sections 8.1.2(ii), (iii) and (iv) below which shall control in connection with the events described therein, if SiFi Networks Placentia fails to cure any actual noncompliance or default as provided in Section 8.1.1(ii) above within the SiFi Networks Placentia’ Cure Period, the City may:

(a) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(b) seek money damages from SiFi Networks Placentia;

or

(c) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

(ii) Subject to Section 10.2 below, in the event SiFi Networks Placentia fails to commence Construction on or before the Construction

Commencement Deadline in accordance with Section 4.1 above and subsequently fails to commence Construction within the SiFi Cure Period, the City may provide written notice to SiFi Networks Placentia and its lender(s) of the City's intent to terminate this Agreement for such failure. SiFi Networks Placentia shall have an additional sixty (60) day period after the SiFi Cure Period to commence Construction (the “**Additional SiFi Cure Period**”). If SiFi Networks Placentia fails to commence Construction by the last day of the Additional SiFi Cure Period, SiFi Networks Placentia’ lender(s) shall have an additional ninety (90) days from the end of the Additional SiFi Cure Period to commence Construction (the “**Additional Lender Cure Period**”). If SiFi Networks Placentia’ lender(s) fails to commence Construction by the last day of the Additional Lender Cure Period, the City may terminate this Agreement by written notice to SiFi Networks Placentia and its lender(s) and neither Party shall have any liability or obligation under this Agreement.

(iii) Subject to Section 10.2 below, in the event SiFi Networks Placentia fails to complete construction of the System by the Construction Completion Deadline in accordance with Section 4.1 above and subsequently fails to complete said construction within the SiFi Cure Period, the City may provide written notice to SiFi Networks Placentia and its lender(s) of the City's intent to terminate this Agreement for such failure. SiFi Networks Placentia shall have an additional sixty (60) day period after the SiFi Cure Period to complete construction (the “**Additional SiFi Completion Cure Period**”). If SiFi Networks Placentia fails to cure said deficiency by the last day of the Additional SiFi Completion Cure Period, SiFi Networks Placentia’ lender(s) shall have an additional ninety (90) days from the end of the Additional SiFi Completion Cure Period to achieve Substantial Completion complete construction (the “**Additional Lender Completion Cure Period**”). If SiFi Networks Placentia’ lender(s) fails to complete said construction by the last day of the Additional Lender Completion Cure Period, the City may terminate this Agreement by written notice to SiFi Networks Placentia and its lender(s). In the event of such termination pursuant to this subsection, the City shall within thirty (30) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi Networks Placentia by wire transfer of immediately available funds within sixty (60) days of the effective date of the termination a sum equal to SiFi Networks Placentia’ costs of designing, financing and constructing the System for use in the City plus ten percent (10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi Networks Placentia continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the City shall however have authority over all extensions of the FON in the Public Way. In the event City elects to permit SiFi to continue all network operations, such permission may include mutually agreed and executed amendment of this

Agreement, including but not limited to a requirement for additional compensation to be mutually agreed upon by City and Sifi.

(iv) Subject to Section 10.2 below, at any time after Substantial Completion is achieved, in the event no internet, voice, data, or video service of any kind is capable of being provided over the System due to the acts or omissions of SiFi Networks Placentia for a period in excess of one hundred twenty (120) consecutive days and SiFi Networks Placentia fails to restore such capability within the SiFi Cure Period, the City may provide written notice to SiFi Networks Placentia and its lender(s) of the City's intent to terminate this Agreement. SiFi Networks Placentia shall have an additional thirty (30) day period after the SiFi Cure Period to restore the capability of the System to provide Service (the "**Additional SiFi Service Cure Period**"). If SiFi Networks Placentia fails to restore the capability of the System to provide Service by the last day of the Additional SiFi Service Cure Period, SiFi Networks Placentia's lender(s) shall have an additional ninety (90) days from the end of the Additional SiFi Service Cure Period to restore the capability of the System to provide Service (the "**Additional Lender Service Cure Period**"). If SiFi Networks Placentia's lender(s) fails to restore the capability of the System to provide Service by the last day of the Additional Lender Service Cure Period, the City may terminate this Agreement by written notice to SiFi Networks Placentia and its lender(s). In the event of such termination pursuant to this subsection, the City shall within thirty (30) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi Networks Placentia by wire transfer of immediately available funds within sixty (60) days of the effective date of the termination a sum equal to SiFi Networks Placentia's costs of designing, financing and constructing the System for use in the City plus ten percent (10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi Networks Placentia continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the City shall however have authority over all extensions of the FON in the Public Way. In the event City elects to permit SiFi to continue all network operations, such permission may include mutually agreed and executed amendment of this Agreement, including but not limited to a requirement for additional compensation to be mutually agreed upon by City and SiFi.

(v) Notwithstanding anything to the contrary in this Agreement, in no event shall the City be permitted to terminate this Agreement if the City is in breach of or default under this Agreement.

8.2 **City Breach or Default**. In the event SiFi Networks Placentia believes that the City has not complied with or is otherwise in default with regard to any term of this Agreement, SiFi Networks Placentia shall promptly notify the City in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**SiFi Breach**

Notice”). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of SiFi Networks Placentia hereunder unless and only to the extent that the City is materially prejudiced by such failure.

8.2.1 **City's Right to Cure or Respond.** The City shall have forty-five (45) days from its receipt of a SiFi Breach Notice (the “**City Cure Period**”); provided that the City Cure Period for a failure of the City to review permit applications and issue a permit(s) necessary to construct the System as required under Sections 3.2 and 7.2.1(iv) (a “**Permit Issuance Breach**”) shall be seven (7) days from its receipt of a SiFi Breach Notice) to:

(i) respond to SiFi Networks Placentia, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of the City’s response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the City Cure Period, so long as the City initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies SiFi Networks Placentia of the steps being taken and the projected date that they will be completed, the City Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from the City’s receipt of a SiFi Breach Notice (the “**Extended City Cure Period**”); provided further, however, no Extended City Cure Period shall apply to a Permit Issuance Breach.

8.2.2 **SiFi Networks Placentia Rights and Remedies.** If the City fails to cure any actual noncompliance or default as provided in Section 8.2.1(ii) above within the applicable City Cure Period, SiFi Networks Placentia may:

(i) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(ii) seek money damages from the City; or

(iii) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

8.3 **Additional Rights to Terminate.**

8.3.1 At any time prior to commencing Construction or in the event the City fails to comply with the requirements of the Agreement, SiFi Networks Placentia shall have the immediate right, at its option, upon notice to the City to terminate this Agreement and shall be entitled to any and all other rights and remedies available to it at law or in equity.

8.3.2 A Party shall have the right, at its option, upon notice to the other Party to terminate this Agreement if the other Party becomes (i) insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within thirty (30) days.

8.4 **Indemnification.**

8.4.1 The City agrees to indemnify, defend, and hold harmless SiFi Networks Placentia and its affiliates and their respective directors, officers, managers, members, equity and debt holders, partners, employees, contractors, agents and representatives and their heirs, successors and assigns at the City's sole expense from and against any and all claims, suits, and demands of liability, loss, cost, expense or damage, including reasonable attorney's fees (collectively, "**Damages**"), arising out of third party claims resulting from (i) breach of this Agreement in any material respect by the City or (ii) the City's willful misconduct or gross negligence in its performance of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the indemnity obligations set forth herein will survive expiration or termination of this Agreement. The defense obligation shall be required whenever any claim, action, complaint, or suit asserts as its basis the acts or omissions of the City, its officers, agents, and/or employees, whether or not the City, its officers, agents, and/or employees are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the City shall not be liable for the defense or indemnification of the SiFi Indemnitees for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the SiFi Indemnitees.

8.4.2 SiFi Networks Placentia shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of SiFi Networks Placentia, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all attorney's fees and other related costs and expenses except where

caused by the active negligence, sole negligence, or willful misconduct of the City its officers, officials, employees and volunteers. SiFi Networks Placentia shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. SiFi Networks Placentia shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. SiFi Networks Placentia shall reimburse the City, its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. SiFi Networks Placentia's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City its officials, officers, employees, agents or volunteers.

8.5 **Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF THE CITY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOST SAVINGS OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EQUITY AND DEBT HOLDERS, PARTNERS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, FROM CLAIMS FOR ANY SUCH DAMAGES. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 8.5 will survive expiration or termination of this Agreement.

SECTION 9

9. **Disputes.**

9.1 For all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System which cannot be settled through negotiation, the Parties agree first to try in good faith to settle the matter by mediation in Orange County, California, prior to commencing litigation.

9.2 All claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be decided in a court of law. The sole and exclusive venue for all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be the United States District Court for the Central

District of California, or if there is no federal court jurisdiction, the state courts of Orange County, California.

SECTION 10

10. Miscellaneous Provisions

10.1 **Assignment**. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns as provided herein. The City shall not be permitted to assign, sell or transfer this Agreement, or its rights and duties under this Agreement, without the prior written consent of SiFi Networks Placentia, which consent shall not be unreasonably withheld, conditioned, or delayed. SiFi Networks Placentia shall have the right to assign, novate, sell, encumber, or transfer this Agreement and the System or any part thereof, without the consent of the City to Sifi's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of the SiFi's assets in the market by reason of a merger, acquisition, or other business reorganization, provided such assignee, purchaser, or transferee has all appropriate licenses, to the extent SiFi's licenses, permits and approvals cannot be assigned or transferred, for the operation, management, and maintenance of the facilities contemplated herein and sufficient financial resources to fulfill all applicable terms and obligations under this Agreement. At least thirty (30) days prior to the effective date, or as soon as practicable, of any such assignment, sale or transfer, SiFi shall provide City with a fully executed copy of the assignment, sale or transfer document, signed by both Sifi and assignee/purchaser/transferee, indicating the assignee's/purchaser's/ transferee's assumption of all of SiFi's performance duties, liabilities and obligations under this Agreement. SiFi shall not be relieved of its performance duties, liabilities or obligations under this Agreement until City is in receipt, of a fully executed copy of the document evidencing such assignment of the obligations herein and the assignee's/purchaser's/transferee's assumption of SiFi's performance duties, liabilities, and obligations under this Agreement. Sifi may not otherwise assign this Agreement or the System without City's consent, City's consent not to be unreasonably withheld, conditioned, or delayed. Upon any such assignment, sale, transfer, or novation, SiFi Networks Placentia shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment. SiFi Networks Placentia shall give the City thirty (14) days' advance notice of such assignment, sale, transfer or novation disclosing the identity of the Person to whom it has been assigned, transferred, sold or novated. The City agrees from time to time to promptly deliver (and in no event later than ten (10) days after request by SiFi Networks Placentia) to SiFi Networks Placentia an estoppel certificate addressed to the assignee, buyer or transferee designated by SiFi Networks Placentia, affirming for the benefit of such buyer, assignee or transferee the following (to the extent that the following are then true): the Agreement is in full force and effect; SiFi Networks Placentia is not in default thereunder; and such other matters as such assignee, buyer or transferee may reasonably request.

10.2 **Force Majeure**. Except as otherwise expressly set forth in this Agreement, SiFi Networks Placentia will not be held in default under, or in breach or noncompliance

with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by any of the following events (each a “**Force Majeure Event**”): failure by the City to issue permit(s) required to construct the System or any part thereof to SiFi Networks Placentia or its contractor(s), failure by the City to comply with this Agreement, conduct by the City that materially interferes with SiFi Networks Placentia’ ability to perform, labor strike, riot, war, earthquake, flood, hurricane, drought, tornado, unusually severe weather conditions, or other act of nature, labor disputes, failure of utility service necessary to construct the System, governmental, administrative or judicial order, or other event that is beyond SiFi Networks Placentia’ reasonable control. Force Majeure Events also include work delays caused by waiting for utility providers to service or monitor their own utility infrastructure on which SiFi Networks Placentia’ fiber optic cable and/or equipment may be deployed, as well as unavailability of materials and/or reasonably qualified labor to perform the work.

10.3 **Notice.** All notices and communications hereunder shall be in writing and shall be served upon the other party by hand delivery, nationally recognized overnight delivery service, United States certified mail, return receipt requested, electronic mail, or by facsimile with confirmed transmission and addressed as follows:

IF TO THE CITY:

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

IF TO SIFI NETWORKS PLACENTIA:

SiFi Networks Placentia, LLC
841 Apollo Street, Suite 470
El Segundo, CA 90245

or to such other address as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section 10.3. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice.

10.4 **Entire Agreement.** This Agreement, including all Exhibits, embodies the entire understanding and agreement of the City and SiFi Networks Placentia with respect to the subject matter hereof. This Agreement supersedes all other agreements whether

written, verbal, or otherwise between SiFi Networks Placentia and the City with respect to the subject of this Agreement.

10.5 **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement (which other terms and provisions shall remain in full force and effect) or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6 **Governing Law**. This Agreement shall be deemed to be executed in the State of California and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of California as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles.

10.7 **Modification**. This Agreement shall not be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and SiFi Networks Placentia. For the avoidance of doubt, this Agreement cannot be amended or modified orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to amend or modify this Agreement in whole or in part.

10.8 **No Third Party Beneficiaries**. Nothing in this Agreement or in any prior agreement is or was intended to confer third party beneficiary status on any party or Person not a party to this Agreement including a member of the public.

10.9 **No Waiver of Rights**. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi Networks Placentia or the City may have under federal or state law unless such waiver is expressly stated herein.

10.10 **No Rights to the System**. The City expressly agrees that, except as expressly set forth in this Agreement, it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the System, throughout the term of this Agreement. Except as provided in Section 8.1.2 (iii) and Section 8.1.2 (iv) above, SiFi Networks Placentia shall, at all times, retain title to and ownership of the System and all future extensions of the System, and shall have the right to lease the System or parts thereof to a provider of internet, data, voice, video and other services.

10.11 **Representations and Warranties**.

10.11.1 The City represents and warrants to SiFi Networks Placentia that: (a) it has full authority (including the authority required by any applicable law, ordinance, rule or regulation) to enter into and perform this Agreement and the

execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the right, power and authority of the City and have been duly authorized by all necessary action on the part of City, (b) this Agreement has been duly executed and delivered by the City and it constitutes a legal, valid and binding agreement of the City enforceable against the City in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement by the City and its performance hereunder and thereunder will not violate any law, ordinance, rule, or regulation applicable to the City.

10.11.2 SiFi Networks Placentia represents and warrants to the City that: (a) it has full authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the power and authority of SiFi Networks Placentia and have been duly authorized by all necessary action on the part of SiFi Networks Placentia, (b) this Agreement has been duly executed and delivered by SiFi Networks Placentia and it constitutes a legal, valid and binding agreement of SiFi Networks Placentia enforceable against SiFi Networks Placentia in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement by SiFi Networks Placentia and its performance hereunder and thereunder will not violate any law, rule, or regulation applicable to SiFi Networks Placentia.

10.11.3 SIFI NETWORKS PLACENTIA MAKES NO REPRESENTATIONS OR WARRANTIES TO THE CITY OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT SIFI NETWORKS PLACENTIA MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10.12 **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either SiFi Networks Placentia or the City.

10.13 **No Partnership.** Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the City and SiFi Networks Placentia or any other relationship other than a contractual relationship as expressly set forth in this Agreement. Neither Party shall in any manner act or indicate to any third party that is acting as the agent of the other Party. SiFi Networks Placentia shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder.

10.14 **Headings.** The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof.

10.15 **Construction.** Each of the Parties acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement. Legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, and clauses are to Articles, Sections and clauses of this Agreement unless otherwise specified. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

10.16 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.17 **Further Assurances.** Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

10.18 **No Waiver**. No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be executed as of the day and year stated above.

CITY OF PLACENTIA,
a municipal corporation

Dated: _____, 2019

Damien Arrula,
City Administrator

Approved as to form:

Christian L. Bettenhausen
City Attorney

SIFI NETWORKS PLACENTIA LLC,
a Delaware limited liability company

Dated: _____, 2019

By: _____

Its: _____

PRIMARY PREMISES

EXHIBIT A

EXHIBIT A
LIST OF PLACENTIA ADDRESSES

FOR FULL TEXT OF DOCUMENT
CONTACT THE
CITY CLERK'S OFFICE

EXHIBIT B

EXHIBITS B & C
FORM OF PERMIT APPLICATION



SEE SHEET 3

SEE SHEET 7

Permit_Example_Drawing.dwg

sif **SAMPLE**

CCI Corbel Communications Industries, LLC
INTEGRITY | DATA | CONSTRUCTION & MAINTENANCE

ex²
 EXCELLENCE IN EXECUTION

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| DRAWN BY: MJW | CHECKED BY: CER |
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| SUBMITTALS | | |
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PERMIT AREA FOR CITY REVIEW

PROJECT NO.

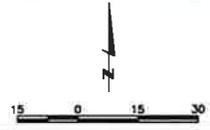
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CONSTRUCTION SHEET

ENGINEER STAMP

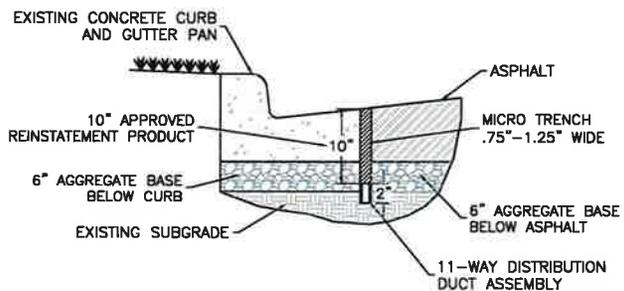
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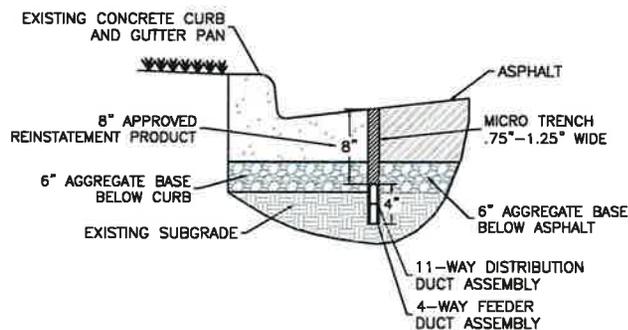
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| | PARCEL LINES | | STORM SEWER | | MANHOLE | | STREET LIGHT |
| | GAS | | HANDHOLES | | VALVE | | |
| | WATER | | FIRE HYDRANT | | | | |



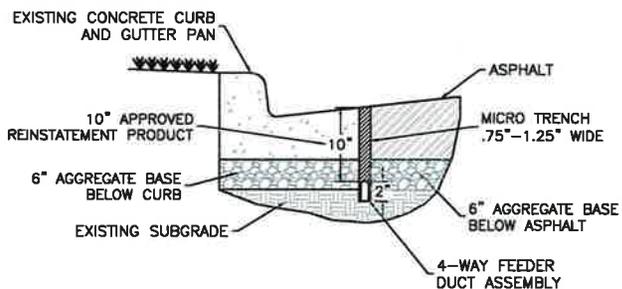
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MT-1-R
MICRO TRENCH WITH 1X11 WAY DISTRIBUTION DUCT ASSEMBLY (RESIDENTIAL)
 SCALE: N.T.S.



MT-2-R
MICRO TRENCH WITH 1X11 WAY DISTRIBUTION AND 1-4 WAY FEEDER DUCT ASSEMBLIES (RESIDENTIAL)
 SCALE: N.T.S.



MT-3-R
MICRO TRENCH WITH 1X4 WAY FEEDER DUCT ASSEMBLY (RESIDENTIAL)
 SCALE: N.T.S.

SAMPLE

Corbel Communications Industries, LLC.
FIBER VOICE DATA RF | CONSTRUCTION & MAINTENANCE

EXCELLENCE IN EXECUTION

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| MJW | CER |

| <small>SUBMITTALS</small> | | |
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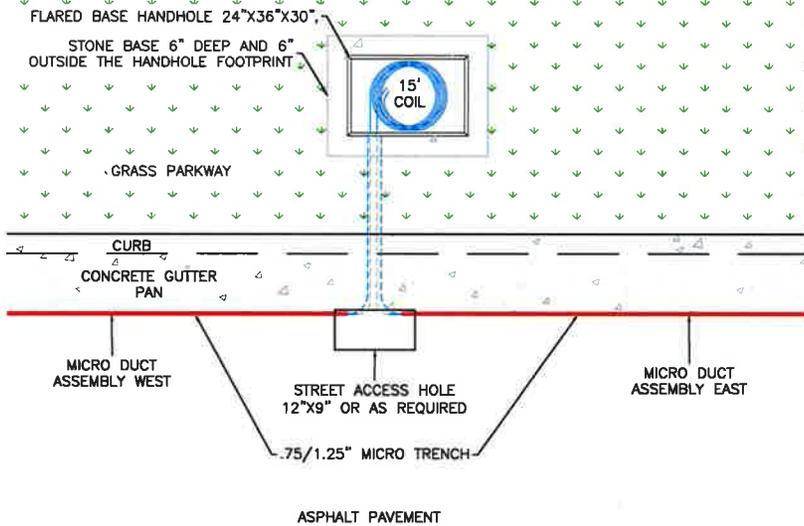
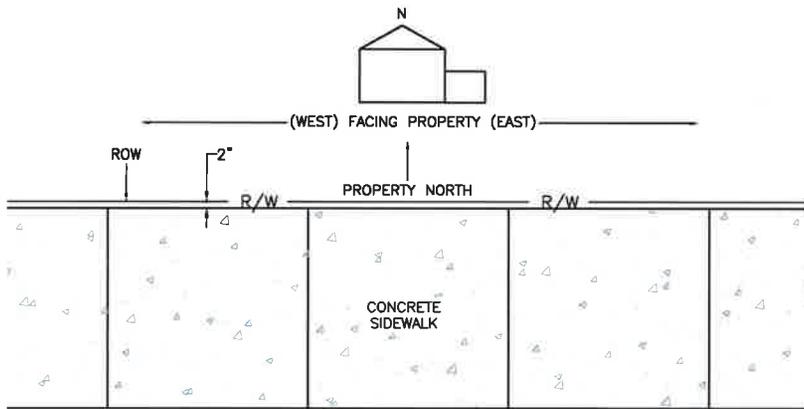
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MICROTRENCH DETAILS

CONTACT 811 OR 800-422-4133 BEFORE YOU DIG

SHEET NUMBER

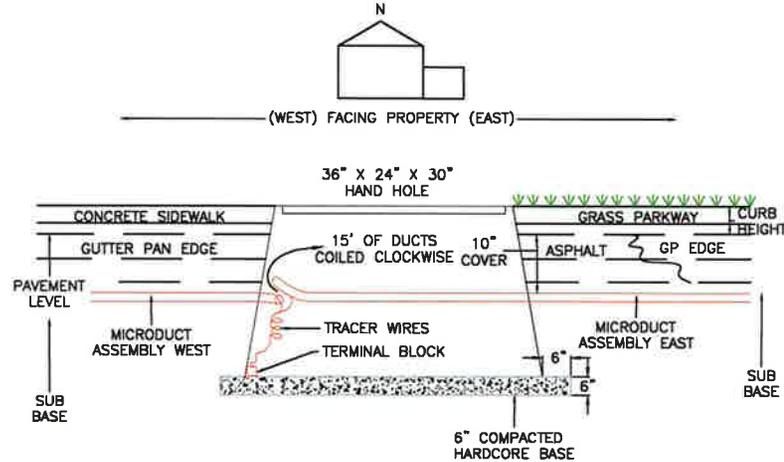
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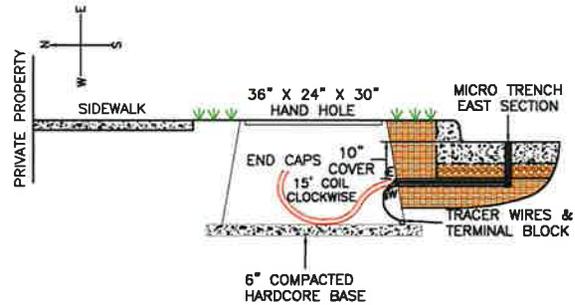


NOTE:
LOCATE HANDHOLE AWAY
FROM TREE ROOTS

HH-1 TOP VIEW OF HANDHOLE LOCATED IN PARKWAY
SCALE: N.T.S.



HH-1A SIDE VIEW OF HANDHOLE FROM STREET SIDE
SCALE: N.T.S.



HH-1B SIDE VIEW OF HANDHOLE FROM WEST SIDE LOOKING EAST
SCALE: N.T.S.



CCI Corbel Communications Industries, LLC.
FIBER VOICE DATA RF | CONSTRUCTION & MAINTENANCE



DRAWN BY: **MJW** CHECKED BY: **CER**

| SUBMITTALS | | |
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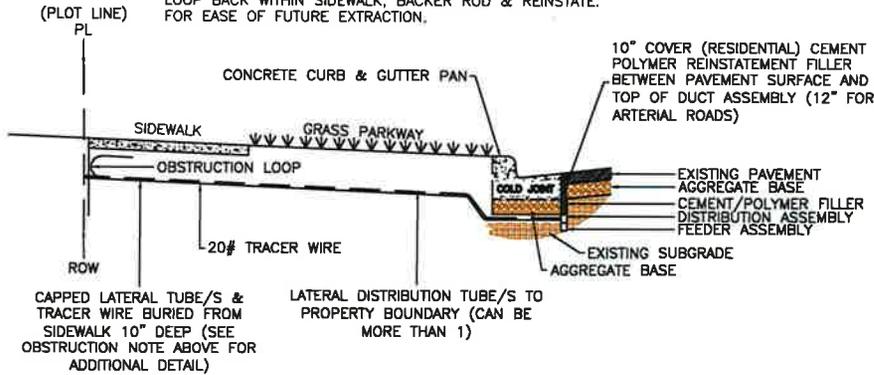
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MICROTRENCH DETAILS

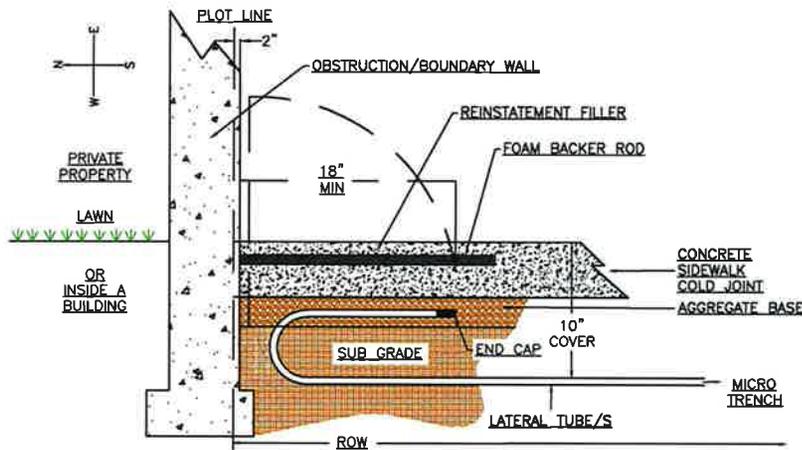
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800-422-4133
BEFORE YOU DIG

SHEET NUMBER

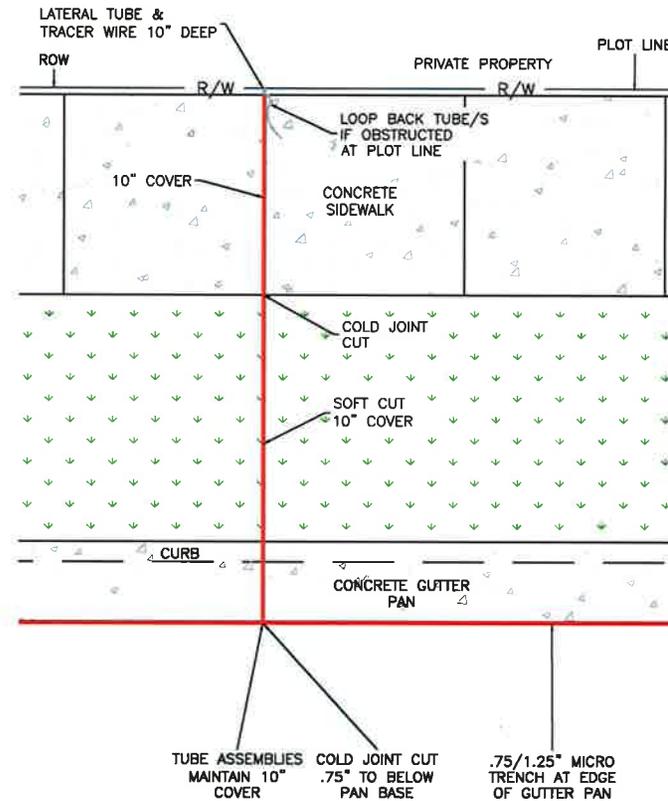
(OBSTRUCTION NOTE ALTERNATIVE METHOD)
 IF A BOUNDARY WALL EXISTS AT THE EDGE OF THE ROW,
 THE DISTRIBUTION TUBE MUST BE LOOPED BACK ALLOWING
 ENOUGH TUBE TO PASS THROUGH ON A DROP INSTALL.
 LOOP BACK WITHIN SIDEWALK, BACKER ROD & REINSTATE.
 FOR EASE OF FUTURE EXTRACTION.



LC-1A SIDE VIEW DETAIL OF LC-1 LATERAL CUT & LATERAL DISTRIBUTION TUBE/S INSTALL
 SCALE: N.T.S.



LC-1B SIDE VIEW OF LATERAL TUBE OBSTRUCTION LOOP AT PROPERTY BOUNDARY. SEE ALSO LC-1A
 SCALE: N.T.S.



NOTE:
 GUTTER PAN/CURB & SIDEWALK COLD JOINT
 MAY NOT LINE UP AS SHOWN IN DETAIL.

LC-1 TOP VIEW OF DETAIL LC-1A
 SCALE: N.T.S.



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| DRAWN BY: | CHECKED BY: |
| MJW | CER |

| SUBMITTALS | | |
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| DATE | DESCRIPTION | REV |
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PROJECT NO.
 SHEET TITLE
HANDHOLE DETAILS



SHEET NUMBER

EXHIBIT C
SPECIFICATIONS

EXHIBIT D
METHOD STATEMENT

Smart City Managed Services Agreement

Between

[City of Placentia, California]

And

[SiFi Networks Placentia LLC]

Dated September 24, 2019

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SMART CITY MANAGED SERVICES AGREEMENT

This Agreement is made this 24th day of September, 2019, between the Placentia, California (the “City” or “Customer”) and SiFi Networks Placentia LLC, a Delaware limited liability company (together with its successors and assigns, “SiFi” or “SiFi Networks”) (each sometimes referred to as “Party” and collectively referred to as “Parties”).

RECITALS

WHEREAS, the City, as a Municipal Corporation, wishes to receive Services to City locations over SiFi’s fiber optics infrastructure for municipal use.

WHEREAS, the City desires to contract with SiFi to provide data services over fiber optic cable connections to City designated locations.

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

SECTION 1. DEFINITION OF TERMS.

Section 1.1. Terms. For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Capitalized terms used in this Agreement that are not defined in this Agreement shall have the meaning ascribed to them in the Development Agreement.

“*Agreement*” or “*MSA*” means this written contract between the City and SiFi, including without limitation all exhibits, schedules, appendices, and/or documents referenced herein, and any renewals, extensions or amendments the Parties make to it in accordance with the terms hereof.

“*Annual Fee*” means the annual fee paid by the City for Services.

“*Boundary*” means the area as defined within Exhibit B.

“*Change*” means any change to a Service or a New Service, any variation, alteration, modification or enhancement, including but not limited to any increase or decrease of the Scope or the volumes, devices, elements, mix, technologies or vendors included in the Services as set out in Annex II of this Agreement.

“*City*” or “*Customer*” means the City of Placentia, California, a Municipal Corporation including its officers, employees, agents and volunteers or its lawful successor, transferee, designee, or assignees.

“*City Council*” means the City Council of the City, or any equivalent body.

“*Core*” means the section of the SiFi Networks’ fiber optic network constructed in the Public Way from the interconnect point with the backhaul circuit to a duct or ducts at the boundary of the Drop Location at the edge of the public right of way.

“*Commencement Date*” means the date of the first Drop connection to the Initial Demand Points

“*Demand Point*” means a singular location or object within the City which the City has designated to receive a fiber connection (Drop) under this Agreement.

“*Drop*” means the drop duct and fiber optic cable run from SiFi Networks’ Core network within the public right of way to the Demand Point.

“*Drop Location*” is the location that a distribution duct crosses from the public right of way to the private right of way where the distribution duct is capped for future use. When a service is required a drop duct is connected to the distribution duct.

“*Drop Location Wall*” means the exterior or interior of a Drop Location at which the fiber optic cable can be terminated.

“*Future Demand Point*” means a singular location or object within the City which the City has designated that they may wish to receive a fiber connection (Drop) under this Agreement in the future; provided that for purposes of this Agreement, the City may not designate more than 300.

“*Initial Demand Point*” means the Demand Points designated by the City and identified on Exhibit A attached hereto.

“*Initial Term*” shall have the meaning as set forth in Section 2.5.1.

“*Network*” means the SiFi Networks Placentia fiber optic network that is designed to support the delivery of Service to City Demand Point City locations

“*NTE*” means *Network Terminal Equipment*

“*New Services*” means any Service not defined in Annex II and/or as further described in Annex III of this Agreement.

“*ONT*” means Optical Network Terminal.

“*OLT*” means Optical Light Terminal.

“*Pass*” or “*Passes*” means constructing to the curbside of a Demand Point premise, or the engineered point at or near a Demand Point from which a Drop is to be connected (at the City’s cost).

“*PSS*” means Photonic Switch Service for layer 1 OTN services

“*Public Way*” shall mean the surface of, and the space below, any now existing or future public street, road, highway, parkway, driveway, freeway, lane, path, court, sidewalk, bridge, alley, boulevard, traffic signals, lamp post, wastewater assets including sanitary and storm systems, public way, or other public right-of-way or easement including, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by, granted or dedicated to or under the jurisdiction of the City in the City. Public Way shall also mean any easement now or hereafter held by the City within the City for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way.

“*Related Documents*” means this Agreement and any exhibits, schedules, instruments or agreements relating thereto, as the same may be amended, modified or supplemented in accordance with the terms thereof and hereof.

“*Renewal Term*” shall have the meaning as set forth in Section 2.5.1.

“*Services*” means the Basic Services and Project services being in the scope of this Agreement as being set out in Annex II of this Agreement as amended from time to time by the Change Management Procedure.

“*Scope*” means the scope of Services under this Agreement as further defined in Annex II of this Agreement.

“*SiFi*” and “*SiFi Networks*” shall have the meaning set forth in the preamble above.

“*Smart City Demand Point Charge*” Shall mean the additional monthly charge for each new Future Demand Point that the City requests.

“*Term*” shall have the meaning as set forth in Section 2.5.1.

SECTION 2. USE AND MAINTENANCE OF THE SERVICE

SECTION 2.1. SERVICE WILL BE PROVIDED up to 300 maximum designated Future Demand Points of the City within the anticipated development area in Exhibit B and the Initial Demand Points listed in Exhibit A.

Section 2.2. Title; Use and Access of the Service. Title shall be held by and remain in SiFi at all times during and after the Term of this Agreement. The City shall have no title to the Service. The City is granted the exclusive right to use and access the Service at the Initial Demand Points for some municipal communications purposes within the City, including, but not limited to,

voice, data and internet service for some City governmental functions. The City is not permitted to use the Service directly or indirectly, for any commercial or retail purposes that may compete with the services provided by SiFi. The City's use and access of the Service, under this Agreement, is limited to not more than 300 Future Demand Points designated by the City. The City is responsible for 100% of all costs of connecting the Drop to each Future Demand Point not listed in Exhibit A in line with the terms of Section 2.4 of this Agreement. The City shall receive a 25% discount at the commercial customer rate for any Future Demand Point locations connected to a drop location wall or other termination point for the purpose of connecting that location or object to the Internet and the City's municipal fiber network.

Section 2.2.1. The City may subcontract the use and access of the capacity granted to the City described in this Section 2.2 with the prior written consent of SiFi, which may not be unreasonably withheld, delayed, or conditioned, so long as it does not alter any of the obligations of the City herein. The City is not permitted to use the Service, directly or indirectly, for any commercial or retail purposes that may compete with the services provided by SiFi.

Section 2.3. Where power is required for NTE to provide service to City facilities or property, the City will be responsible for providing the electrical connection to the NTE and the City will be responsible for the electric power needed with respect thereto. Subject to the foregoing, SiFi will be responsible for providing the City, at the City's cost, NTE's only at the Future or Initial Demand Points that are compatible with SiFi's fiber to the premise network throughout the City. If required SiFi shall be responsible for installing and procuring NTE's but applicable charges will be invoiced to and paid by the City for the connection of each Future Demand Point and the City shall be responsible for paying the same in full within thirty days of the City's receipt of the invoice.

Section 2.4. Connection Costs.

Section 2.4.1 Initial Demand Points

SiFi will undertake to terminate into the NTE / fiber patch panel from the Core up to the Drop Location Wall. This shall be the full extent of SiFi's duty to Drop up to the Initial Demand Point Location Wall. For those locations with no physical buildings or objects to drop the service to a wall, SiFi shall bring fiber into the property and place a duct on the property for future connection.

Section 2.4.2 Future Demand Points

When connections are required to be made at any Future Demand Points, SiFi will undertake the construction to connect one of the Future Demand Points to the distribution point and shall invoice the City for all such connections. The City shall receive a 25% discount from the commercial customer rate for new service drop installations. For each new connection to a Future Demand Point the City must pay SiFi a Smart City Demand Point Charge of \$20 per month, per location.

Section 2.5. Term.

Section 2.5.1. This Agreement shall become effective on September 24, 2019 (“*Effective Date*”). The term of the City’s payment obligations described in Section 5 of this Agreement shall commence on Commencement Date and expire at midnight on the date that is twenty (20) years from the Commencement Date (“*Initial Term*”), subject to earlier termination set forth in Section 7. Following the Initial Term, the Term shall automatically renew for one additional term of ten (10) years commencing on the twentieth (20th) anniversary of the Commencement Date (“*Renewal Term,*” and, collectively with the Initial Term, the “*Term*”) subject to earlier termination set forth in Section 7. Nothing in this section shall impair or diminish the City’s non-appropriation rights as set forth in this Agreement.

Section 2.6. Fees and Expenses. Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement and the other Related Documents.

Section 2.7. Maintenance of City Property and Demand Points

Section 2.7.1. Maintenance, repair and operation of the Drop shall be performed by SiFi and/or contractors approved by SiFi.

Section 2.7.2 SiFi does not have any duty or obligation to upgrade or improve the Services or any of its component parts, however in the event of equipment failure covered by guarantee or warranty, SiFi will use commercially reasonable efforts to collect on such guarantees or warranties. The City, at its sole cost, may make upgrades and improvements to any of its component parts with the prior written consent of SiFi. Prior to seeking SiFi’s consent, the City shall provide SiFi with details of the upgrades including, without limitation, the identity and specifications for all parts to be installed required for the provision of the service.

Section 2.8. Key Performance Indicators and Service Level Agreements:

Section 2.8.1. Compliance with the performance of the Services will be measured by Key Performance Indicators (“KPIs”) which may include agreed Service Level Agreements (“SLAs”) as further described in Annex I attached hereto. Each KPI is defined by a Target Level, a High Target Level, Low Target Level, Critical Target Level and a Target Zone as further defined in Annex I – KPIs, SLAs.

Section 2.8.2. The Parties have agreed upon initial KPIs to measure SiFi Networks’ compliance with the agreed Service levels as from the date the Services have initially been provided. Such KPIs and the related SLAs are set out in Annex I – KPIs, SLAs.

Section 2.8.3. Initial KPIs shall be measured as from the date the Services have initially been provided; *provided that,* for the nine (9) months following Service delivery SiFi Networks

shall not be in breach of contract for failure to achieve any applicable KPI during such period; *provided* further that with respect to each remaining Future or Initial Demand Point completed after Service has initially been provided, during the nine (9) months following completion of such Future or Initial Demand Point SiFi Networks shall not be in a breach of contract for failure to achieving any applicable KPI with respect to the just completed Future or Initial Demand Point during such period. Such KPI's shall be mutually adjusted by the Parties prior to the end of the latest such nine (9) month period if any KPI's are determined to be not achievable; however until such adjustment and finalization of the KPIs has been agreed between the Parties, SiFi Networks shall remain not liable for achieving any applicable KPIs.

Section 2.8.4. In addition to the agreed initial KPIs and related SLAs the Parties may agree upon new KPIs at any time during the Term, including but not limited to any Change or introduction of New Services.

Section 2.8.5. For new KPIs or for any modification of a KPI after the adjustment and finalization of the KPIs (as described in Section 2.8.3), Annex III hereto and Section 2.8.6 of this Agreement shall apply.

Section 2.8.6. For each new KPI, a grace period of 12 (twelve) months or any other period as agreed between the Parties and set out in Annex I – KPIs, SLAs shall apply during which such new KPIs shall be measured and SiFi Networks shall not be in a breach of contract if not achieving these respective new KPIs. After the grace period, the Parties shall mutually agree upon the final definition of the new KPIs in writing as an addendum to this Agreement. No new KPI shall be binding unless a mutual agreement has been executed by the Parties.

The Parties may agree upon new KPIs and related SLAs for any Change or New Service in accordance with Annex III to this Agreement. Sections 2.8.5 and 2.8.6 shall apply for such new KPIs.

Section 2.8.7. SiFi Networks shall provide the City with a monthly report on the performance of the Services as agreed in Annex I – KPIs, SLAs. The Parties may agree on other reporting intervals for KPIs not being measured on a monthly basis, but in no event shall the reporting interval be shorter than monthly intervals.

Section 2.8.8. Any exclusions and/or exceptions affecting the KPI results as defined in Annex I– KPIs, SLAs shall be excluded from these KPI results. SiFi Networks shall provide a written report to the City referring to the applied exclusions and/or exceptions as defined in Annex I – KPIs, SLAs in order to enable a verification of the applied exclusions and/or exceptions by the City.

Section 2.9. Quality of Services.

Section 2.9.1. SiFi Networks shall perform the Services at all times exercising that degree of skill, diligence, prudence and foresight which could reasonably be expected from a skilled, reasonable and experienced provider of such Services under similar or same circumstances.

Section 2.9.2. SiFi Networks shall support the further development of the quality of the Network as agreed in writing between the Parties from time to time.

Section 2.9.3. Notwithstanding SiFi Networks' obligations as set out in Section 2.9.1, the City shall perform its obligations under this Agreement exercising that degree of skill, diligence, prudence and foresight reasonably necessary for it to meet all of its obligations under this Agreement, as well as not to adversely impact the performance of the Service to be rendered by SiFi Networks and to ensure SiFi Networks may perform its Service as agreed in this Agreement.

Section 2.10. Rights of Way and Properties of the City.

Section 2.10.1. Subject to all applicable federal, state, and local laws and regulations, the City shall grant SiFi Networks' personnel timely access to its Public Ways, properties and facilities as defined by the City Annual Fixed Fee as required for SiFi Networks to provide the Services as set out in this Agreement.

Section 2.10.4. All costs incurred by SiFi to adapt the City's properties and facilities or any Future or Initial Demand Points for the provision of a service or SiFi's Service delivery environment shall be borne by the City in line with Section 2.4.

SECTION 3. INDEMNIFICATION.

Section 3.1. SiFi shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and other representatives from and against any and all claims, damages, liabilities, costs and expenses, including attorney fees, incurred in any action or proceeding arising from or in connection with (a) the breach or alleged breach by SiFi of any of its representations or warranties or any material provisions of this Agreement; or (b) the violation or alleged violation by SiFi of any applicable federal, state or local laws, ordinances, rules or regulations; provided, however, that the City shall promptly notify SiFi of any such claim or litigation. Notwithstanding the foregoing, the failure to provide such prompt notice shall diminish SiFi's indemnification obligations only to the extent SiFi is actually prejudiced by such failure.

Section 3.2. The City shall indemnify, defend, and hold harmless SiFi and its officers, directors, equity owners, employees and other representatives (collectively, the "Representatives") from and against any and all claims, damages, liabilities, costs and expenses, including attorney fees, incurred in any action or proceeding arising from or in connection with (a) the breach or alleged breach by the City of any of its representations or warranties or any material provisions of this Agreement; or (b) the violation or alleged violation by the City of any applicable federal, state or local laws, ordinances, rules or regulations; provided, however, that SiFi shall promptly notify the City of any such claim or litigation. Notwithstanding the foregoing, the failure to provide such prompt notice shall diminish the City's indemnification obligations only to the extent the City is actually prejudiced by such failure.

Section 3.3. In any case in which indemnification is sought hereunder:

(a) At the indemnifying party's option, the indemnifying party may assume the handling, settlement or defense of any such claim or litigation. If the indemnifying party assumes the handling, settlement or defense of any such claim or litigation, the party to be indemnified shall cooperate in the defense of such claim or litigation, and the indemnifying party's obligation with respect to such claim or litigation shall be limited to holding the indemnified party harmless from any final judgment rendered on account of such claim or settlement made or approved by the indemnifying party in connection therewith, and expenses and reasonable attorneys fees of the indemnified party incurred in connection with the defense of such claim or litigation prior to the assumption thereof by the indemnifying party or after the assumption thereof by the indemnifying party but only when such expense and fees are necessary to protect the indemnified parties interest, and any reasonable out-of-pocket expenses for performing such acts as the indemnifying party shall request. If the indemnifying party does not assume the handling, settlement or defense of any such claim or litigation, the indemnifying party shall, in addition to holding the indemnified party harmless from the amount of any damages awarded in any final judgment entered on account of such claim, reimburse the indemnified party for reasonable costs and expenses and reasonable attorneys fees of the indemnified party incurred in connection with the defense of any such claim or litigation; and

(b) The party seeking indemnification shall fully cooperate with the reasonable requests of the other party in its participation in, and control of, any compromise, settlement, litigation or other resolution or disposition of any such claim.

Section 4. Confidentiality and Assignment.

Section 4.1. Proprietary Information and Assignment.

Section 4.1.1. Treatment of Confidential and Proprietary Information. Subject to local, state and federal law, the City agrees that, without the prior written consent of SiFi, technical specifications, system design, pricing, as-builts, project schedules and project reports ("SiFi Confidential Information"), shall be kept confidential and shall not be disclosed to any individuals or entities other than the City's authorized representatives, staff and consultants, in each case who have agreed to abide by the terms of this Section 4.1.1 with regard to such SiFi Confidential Information. In the event the City is required by applicable law to disclose any of the SiFi Confidential Information, the City agrees to (i) assert applicable exemptions to any such requirement and (ii) provide SiFi Networks with prompt notice of such requirement and the opportunity to challenge the requirement to disclose such SiFi Confidential Information and, in the event such challenge is unsuccessful, the City shall furnish only that portion of the SiFi Confidential Information which it is advised by opinion of counsel that is legally required and the City shall exercise reasonable commercial efforts to obtain reliable assurance that confidential treatment will be accorded such SiFi Confidential Information.

Section 4.2. Assignment of Agreement. SiFi shall have the right to assign, novate, sell, encumber, or transfer this Agreement, or any part thereof, subject to approval by the City. Such approval by the City shall not be unreasonably withheld, conditioned or delayed, and in any event shall be granted or denied in writing within fourteen (14) calendar days after request therefor, or if the City fails to respond within fourteen (14) calendar days after request, shall be deemed to be

approved by the City. Upon any such assignment or novation, SiFi shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment but not until City is in receipt of a fully executed copy of the document evidencing such assignment, sale or transfer and indicating the assignee's/purchaser's/transferee's assumption of SiFi's performance duties, liabilities, and obligations under this Agreement. To illustrate the foregoing Assignment provision, in order to finance construction, installation, operations and other related matters, SiFi and/or its project partners reserves the right to grant security interests in the Network to one or more third parties. Notwithstanding anything to the contrary in this Agreement, SiFi, and/or its project partners, may assign, mortgage, pledge, hypothecate, or otherwise transfer without consent of any kind its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom SiFi and/or its project partners (1) has obligations for borrowed money or in respect of guarantees thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers' acceptances or similar facilities or in respect of guarantees thereof. The City, at the request of SiFi, shall execute such further instruments, acknowledgments, subordinations and estoppel agreements as may be required in connection with SiFi Network's financings or that of its project partners and in any event granted within fourteen (14) calendar days after request therefor.

Section 4.3. Assignment by the City. The City shall not have the right to assign, transfer, pledge or delegate its interest in this Agreement without SiFi Network's express prior written consent which shall not be unreasonably withheld, conditioned, or delayed. In the event SiFi Network provides written consent to an assignment or transfer by the City, such assignment shall expressly require that any assignee or transferee hereunder: (1) assumes all of the City's obligations under this Agreement; and (2) in the reasonable judgment of SiFi, possesses sufficient financial, managerial and technical capacity to perform under the terms and conditions of this Agreement and the other Related Documents. An assignment, transfer, pledge or delegation of the City's interest in this Agreement in violation of this Section 4.4, at SiFi's option, shall be void, or, give SiFi, in its sole discretion, the right to terminate this Agreement.

Section 5. Payments.

Section 5.1. Following any termination of this Agreement, including pursuant to Section 7, the City shall pay for any continued usage on a month-to-month basis at the price detailed in Section 5.2 for each month or part thereof that the City fails to disconnect fully and comprehensively from, or terminate usage of, the Service following such a non-appropriation or termination of the Agreement. This provision shall survive termination of this Agreement.

The City shall pay SiFi the following amounts:

Section 5.2. Upon Commencement Date and for Remainder of the Term. Commencing on the Commencement Date, the City shall pay SiFi on an annual basis the following fee structure for each Drop Location upon each Drop Location being made available to the City. Prior to the first Drop Location being made available for Service to the City, SiFi will have secured an agreement with a Service Provider to provide the City with a 1 Gigabit Internet service as part of the Annual Fixed Fee in this Section 5.2, which the City will share between the list of Locations

in this Section 5.2. Locations listed in Exhibit A also have access to this 1 Gigabit Internet service when such Locations are made available to receive Service.

| Address | Common Name | Annual Spend |
|-------------------------------------|---|--------------|
| 143 S. Bradford Avenue | Powell Building | \$600 |
| 1701 Atwood Avenue | Gomez Community Center | \$1,740 |
| 900 S. Melrose Street | Whitten Community Center | \$7,584 |
| 2999 E. La Jolla Street, Anaheim | City Yard | \$7,584 |
| 401 E. Chapman Avenue | Placentia Civic Center | \$28,752 |
| 166 La Jolla Avenue | Police Department Evidence and Storage Building | \$720 |
| 900 S. Melrose Street | Friendly Center | \$1,428 |
| PD Fiber | | \$7,428 |
| 401 E. Chapman Avenue | Public Safety/EOC | \$7,152 |

*Note:

The fee structure is a combined Annual Fixed Fee of \$ 62,988

Section 6. City's Obligations.

Section 6.1. Obligations of the City. In addition to all other duties and obligations contained elsewhere in this Agreement, the City has the following duties and obligations:

(a) Provide a single point of contact ("*SPOC*") for SiFi, which SPOC will be responsible to address all issues related to this Agreement, providing coordination across, and liaison with, the City departments, and serving as a communication and troubleshooting resource for SiFi.

(b) Offer the full cooperation of all the City departments with respect to relevant issues with respect to this Agreement. Such cooperation will be supervised by the SPOC.

(c) Participate in regular status meetings for the coordination of all matters related to this Agreement and the other Related Documents.

(f) From time to time hereafter, the City will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the SiFi may reasonably request for the purposes of implementing or effectuating the provisions of the Related Documents to which the City is a party or for the purpose of more fully perfecting or renewing the rights of the SiFi with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the City which may be deemed to be a part thereof). Upon the exercise by the SiFi of any power, right, privilege or remedy pursuant to the Related Documents to which the City is a party which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, the City will, to the fullest extent permitted by law, execute and deliver all necessary applications, certifications, instruments and other documents and papers that the SiFi may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

Section 7. Enforcement of Agreement.

Section 7.1. SiFi Breach or Default. In the event the City believes that SiFi has not complied with the material terms of this Agreement, the City shall promptly notify SiFi in writing with specific details regarding the exact nature of the alleged noncompliance or default.

Section 7.1.1. SiFi's Right to Cure or Respond. Subject to Section 8 and Section 9.2, SiFi shall have forty-five (45) days (or such longer period described in Section 7.1.2.(iii) below or Section 9.2 below) from its receipt of the City's notice described in Section 7.1 above:

- (a) to respond to the City, contesting the assertion of noncompliance or default;
- (b) to cure such default; or

(c) In the event that, by nature of the default or noncompliance, such default or noncompliance cannot be cured within the forty-five (45) day period, to initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

Section 7.1.2. Enforcement by the City for SiFi Breach. After the City complies with its obligations in Section 7.1 above and if SiFi fails to cure any noncompliance or default within the forty-five (45) day notice period, or if such a cure is not possible within forty-five (45) days pursuant to Section 7.1.1(c) above and SiFi has failed to take reasonable steps to remedy the noncompliance or default as required by Section 7.1.1(c) above, the City may:

- (i) Seek specific performance or seek other equitable relief;
- (ii) Seek contractual damages from SiFi; or

(iii) Subject to the Force Majeure provisions in Section 9.1 below, in the event no cure of any kind is provided within a period of sixty (60) days following expiration of the cure period set forth in Section 7.1.1, provide written notice to SiFi and its lender(s) of the City's intent to terminate this Agreement. SiFi shall have an additional forty-five (45) day period to arrange for cure. If no cure of any kind is provided within this forty-five (45) day cure period, SiFi's lender shall have forty-five (45) days from the end of the SiFi forty-five (45) day cure period to cure. If SiFi's lender(s) fails to do so within this time period, the City may terminate this Agreement by written notice to SiFi and its lender(s).

Section 7.1.3. Reservation of Rights. Except for any rights it explicitly waives in this Agreement, the City reserves all legal and equitable rights it may have to enforce this Agreement.

Section 7.2. City Breach or Default. In the event SiFi believes that the City has not complied with the material terms of this Agreement, it shall promptly notify the City in writing with specific details regarding the exact nature of the alleged noncompliance or default.

Section 7.2.1. City's Right to Cure or Respond. Subject to 8 below, the City shall have forty-five (5) days from its receipt of SiFi's notice described in Section 7.2 above:

- (a) to respond to SiFi, contesting the assertion of noncompliance or default;
- (b) to cure such default; or

(c) in the event that, by nature of the noncompliance or default, such noncompliance or default cannot be cured within the forty-five (5) day period, to initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

Section 7.2.2. Enforcement by SiFi for City Breach. After SiFi complies with its obligations pursuant to Section 7.2 above and if the City fails to cure any noncompliance or default within the forty-five (45) notice period, or if such a cure is not possible within forty-five (45) days pursuant

to Section 7.2.1(c)above and the City has failed to take reasonable steps to remedy the noncompliance or default as required by Section 7.2.1(c)above, SiFi may:

- (i) Seek specific performance or other equitable relief;
- (ii) Seek damages from the City; or
- (iii) Terminate this Agreement by sending written notice to the City if the City has failed to:
 - (a) pay amounts due pursuant to this Agreement;
 - (b) maintain, repair, operate and insure any City property, Public Ways, City furniture, City Premises, Ultimate Demand Points or Initial Demand Points as required by this Agreement, or keep such City property, Public Ways, City furniture, City Premises Ultimate Demand Points or Initial Demand Points in good working order and capable of supporting the Services or any combination thereof consistent with current fiber optic industry standards and specifications as required by this Agreement; or
 - (c) Comply with or perform any other material term of this Agreement.

Section 7.2.2.4. Termination. Either party may terminate this Agreement without cause upon no less than 330 day written notice of intent to terminate. In the event either SiFi or the City terminates this Agreement, for any reason, the City shall promptly provide to SiFi all maintenance and repair records for the Services in the City's possession or control and the City shall immediately stop all use of the Services by the City and its employees and all aspects of the City.

Section 7.3. Reservation of Rights. Except for any rights it explicitly waives in this Agreement, SiFi reserves all legal and equitable rights it may have to enforce this Agreement.

Section 7.4. Limitation of Liability. Except for a breach of confidentiality obligations, in no event will either party be liable to the other party for any indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature whatsoever. Each Party hereby releases the other party, its subsidiaries and affiliates, and their respective trustees, officers, directors, managers, employees, and agents, from any such claims.

Section 8. Dispute Resolution.

Section 8.1. Dispute Escalation. As to any dispute which is not resolved in the ordinary course of business, SiFi and the City may first attempt in good faith to promptly resolve such dispute by negotiations between their respective representatives. Either SiFi or the City may initiate the escalation procedure by delivery of written notice of the dispute ("*Dispute Notice*") to the other. Not later than thirty (30) days after delivery of the Dispute Notice, a representative with authority to settle the dispute shall meet with the other party's designated representative with

authority to settle the dispute at a reasonably acceptable time and place, and thereafter as such representatives deem reasonably necessary. The executives shall exchange relevant information and endeavor to resolve the dispute. Prior to any such meeting, each party's representatives shall advise the other as to any individuals who will attend such meeting with the representative. In the event that the parties are unable to resolve the dispute in the above-described manner within thirty (30) days after the initial meeting between representatives, then the parties may resolve any dispute arising out of or relating to this Agreement, or the parties' respective rights and duties hereunder, by and through the institution of legal proceedings in a federal or state court of competent jurisdiction in the [State of California]. All negotiations pursuant to this Section shall be confidential and treated as compromise negotiations for purposes of Rule 408 of the Federal Rules of Evidence and any other similar law or rule of evidence that is applicable.

Section 8.2. Non-Binding Mediation. Notwithstanding Section 8.1, prior to resorting to litigation but after the meeting between the representatives described in Section 8.1, both parties may jointly submit any dispute arising under this Agreement to non-binding mediation. Both parties shall agree on the mediator and in the absence of any such agreement, both parties shall nominate one (1) mediator, and the final mediator shall be selected from the nominated mediators by virtue of a game of chance. All negotiations pursuant to this Section shall be confidential and treated as compromise negotiations for purposes of Rule 408 of the Federal Rules of Evidence and any other similar law or rule of evidence that is applicable.

Section 9. Miscellaneous Provisions.

Section 9.1. Authority to Enter Agreement. Each party hereby represents and warrants to the other that (i) it has full power and authority to enter into and perform this Agreement, (ii) it has taken all necessary action to execute, deliver and perform this Agreement and (iii) this Agreement constitutes a valid and binding obligation of such party, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent transfer, moratorium, reorganization or similar laws of general applicability relating to or affecting the rights of creditors and to the availability of equitable remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 9.2. Force Majeure. SiFi shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions; loss or malfunctions of utilities; computers (hardware or software) or communications service; accidents; strikes or labor disputes; acts of civil or military authority; governmental actions; inability to obtain labor, materials, equipment or transportation. If SiFi shall be unable to carry out the whole or any part of its obligations under this Agreement by reason by a force majeure event, then the performance of the obligations under this Agreement of such party as they are affected by such cause shall be excused for a reasonable time during which such condition exists. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility infrastructure on which SiFi's fiber optic cable and/or equipment may be deployed, as well as unavailability of materials and/or reasonably-qualified labor to perform the work necessary.

Section 9.3. Notice. All notices shall be in writing and shall be served upon the other party by hand delivery, overnight mail, electronic mail, or by facsimile with confirmed transmission and addressed as follows:

City:
Damien R. Arrula
City Administrator
401 E. Chapman Avenue
Placentia, CA 92870

With a copy (which shall not constitute notice) to:

SiFi Networks Placentia LLC
Attn: General Counsel
841 Apollo St.
Suite 470
El Segundo, CA 90245

Notices shall be deemed received the same day with delivery upon hand delivery, and the next business day with delivery upon overnight mail, electronic mail, or by facsimile.

Section 9.4. Entire Agreement. This Agreement, including all exhibits, embodies the entire understanding and agreement of the City and SiFi with respect to the subject matter hereof.

Section 9.5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 9.6. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of California, irrespective of conflict of laws principles. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law any objection that it may now or hereafter have to the laying of venue of any such legal proceeding in the state or federal courts located in the State of California.

Section 9.7. Modification. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and SiFi, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

Section 9.8. No Third Party Beneficiaries. Nothing in this Agreement or in any prior agreement is or was intended to confer third-party beneficiary status on any person or entity not a party to this Agreement including a member of the public.

Section 9.9. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi or the City may have under federal or state law unless such waiver is expressly stated herein.

Section 9.10. No Rights to the Drop. The City expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the SiFi network by virtue of the relationship and rights created by this Agreement.

Section 9.11. No Joint Venture, Partnership or Alter Ego; Independent Contractor. Nothing contained in this Agreement, any document executed in connection herewith or any other Related Document or other instrument with any other party shall be construed as making the parties hereto joint partners, joint ventures or alter egos of each other or any other entity. SiFi shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder. Neither Party in any manner shall act or indicate to any third party that it is the agent of the other Party.

Section 9.12. Headings. The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof.

Section 9.13. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which counterparts when executed and delivered, each of which shall be an original, and shall have the same force and effect as if all Parties had executed a single copy of this Agreement. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile or email transmission of any signed facsimile or email transmission hereof shall be the same as delivery of an original.

Section 9.14. No Waiver. Failure by either Party to assert or declare any one breach or failure to perform shall not be construed as a waiver of any other or subsequent breach or failure to perform.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of this 24th day of September 2019.

CITY OF PLACENTIA, CALIFORNIA

By: _____
Name: Damien R. Arrula
Title: City Administrator

Approved as to Form:

By: _____
Name: Christian L. Bettenhausen
Title: City Attorney

Dated: September 24, 2019

SIFI NETWORKS PLACENTIA LLC

By: _____
Name: _____
Title: _____

Dated: September 24, 2019

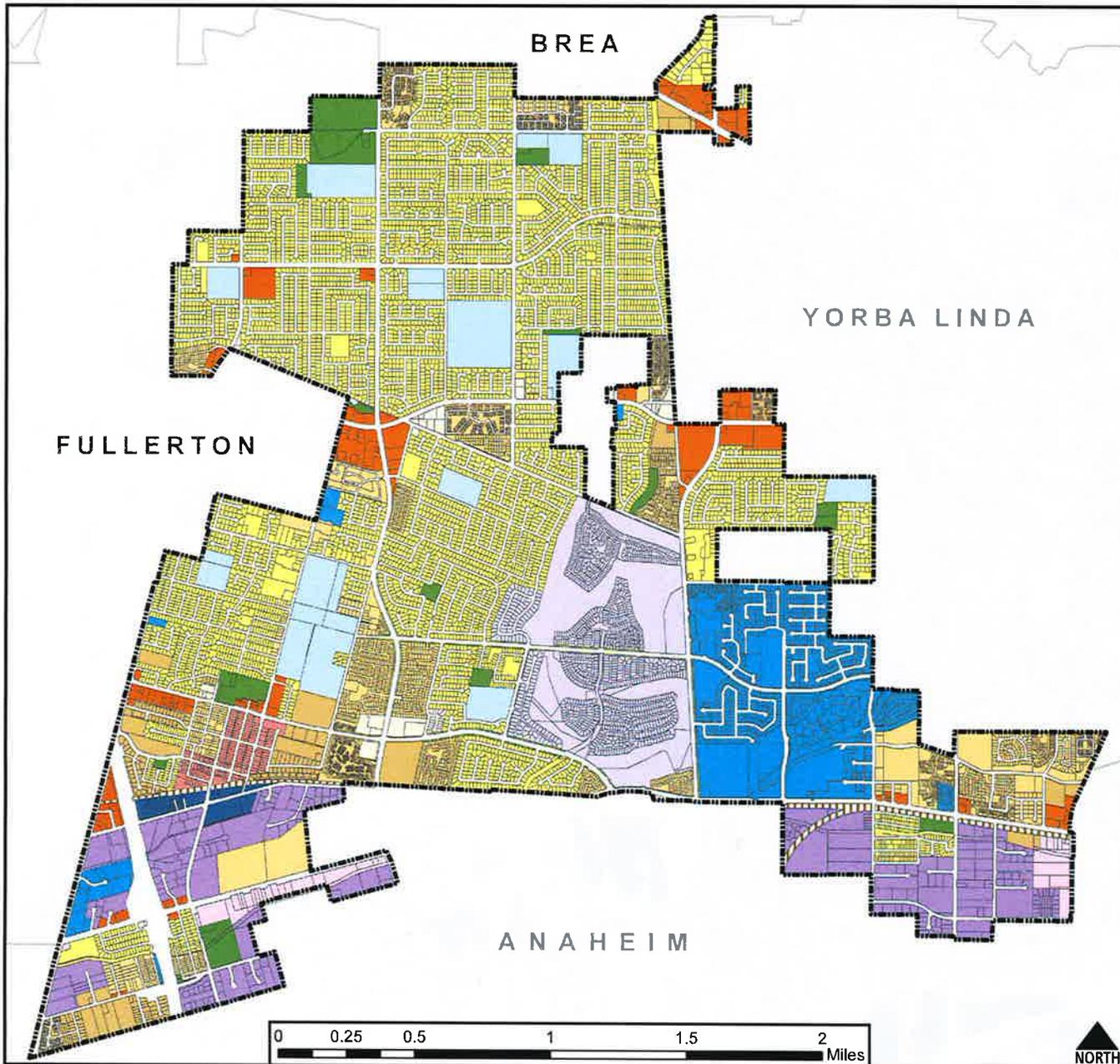
Exhibit A Initial Demand Points

Aguirre Community Center/Champions Sports Park – 505 Jefferson Street
Backs Community Center – 201 N. Bradford Avenue
Powell Building – 143 S. Bradford Avenue
Gomez Community Center – 1701 Atwood Avenue
Koch Recreation Center – 2210 N. Valencia Avenue
Whitten Community Center – 900 S. Melrose Street
Tynes Gym – 2101 N. Tuffree Boulevard
City Yard – 2999 E. La Jolla Street, Anaheim
Police Evidence and Storage Facility – 2999 E. La Jolla Street, Anaheim
Placentia Civic Center – 401 E. Chapman Avenue
Fire Station #1 – 110 S. Bradford Avenue
Fire Station #2 – 1530 N. Valencia Avenue
Placentia Metrolink Station and Parking Structure - 321 S. Main Street
Police Evidence and Storage Facility – 166 La Jolla Avenue
OC Loop Recreation Trail – Golden Avenue/Carbon Canyon Channel
Friendly Center – 900 S. Melrose Street
Police Department – 401 E. Chapman Avenue
Emergency Operations Center – 401 E. Chapman Avenue
Bradford Park – 136 E. Palm Avenue
Goldenrod Park – 925 Goldenrod Street
Jaycee Parkette- 500 Kansas Street
Kraemer Park – 201 N. Bradford Avenue
La Placita Parkette – 900 Gonzalez Street
Parque del Arroyo Verde – 1001 E. Palm Avenue
Parque de Los Vaqueros – 1200 N. Carlsbad Street
Samp Park – 600 Loyola Drive
Santa Fe Park – 550 W. Santa Fe Avenue
Wagner Park – 700 Trumpet Avenue
Old Town Placentia – Bradford Avenue/Santa Fe Avenue
Transit Oriented District – Melrose Avenue/Crowther Avenue
Placentia Navigation Center – 731 S. Melrose Street

EXHIBIT B
ANTICIPATED DEVELOPMENT AREA WITHIN CITY



Existing General Plan Land Use Map



Land Use Description

- Low Density Residential (1266 acres)
- Medium Density Residential (400 acres)
- High Density Residential (136 acres)
- Planned Community (337 acres)
- Office (32 acres)
- Commercial (137 acres)
- Commercial-Manufacturing (47 acres)
- Industrial (326 acres)
- Parks (94 acres)
- Parkway Vista (18 acres)
- Railroad (25 acres)
- Schools (212 acres)
- Specific Plan (310 acres)
- Old Town (29 acres)
- TOD (22 acres)

Land use designations currently not assigned to specific properties

- Live-work
- Mixed-use

ANNEX I

KPIs, SLAs

| | | |
|---|---|----|
| 1 | OVERVIEW | 3 |
| 2 | DEFINITIONS AND GENERAL PROVISIONS | 3 |
| 3 | SiFi NETWORKS PERFORMANCE METRICS | 10 |
| 4 | SLA'S ASSOCIATED WITH WHOLESALE SMART CITY SERVICES | 13 |
| | BUSINESS TRAFFIC HAS HIGHER PRIORITY OVER RESIDENTIAL SERVICES AND BUSINESS SERVICES. | 15 |

1. OVERVIEW

1.1 This Annex 1 provides detailed descriptions of the Performance Metrics for the operation and management of the Service by SiFi Networks and is the basis for certain service level agreements between Customer and SiFi Networks. All Performance Metrics will apply to the Network. For the purpose of these Performance Metrics, the Service can be viewed as a point to point service between two city demand points.

1.1.2 Service Credits are only applicable to diverse Services. Customer must request a Service Credit within forty-five (45) days of the Outage or Customer waives the right to the Service Credit. Service Credits, if approved by SiFi Networks, will be applied and credited to the next invoice to Customer.

1.2 SiFi Networks will:

1.2.1 Use commercially reasonable efforts to remedy any delays, interruptions, omissions, mistakes, accidents or errors ("Defect" or "Defects") and restore the Services as soon as possible after any Defect is reported to SiFi Networks using receipted electronic mail, fax or other documentation including, without limitation, an initial phone call made to the SiFi Networks Network Operation Center, which results in the issuance of a trouble ticket. The foregoing process shall be in accordance with the policies of SiFi Networks.

1.2.2 Collect, measure, and report data to Customer for Services, Network and operational Performance Metrics described in Article 3. SiFi Networks will provide Metrics upon written request, using a Microsoft Excel spreadsheet or other format mutually agreed to by SiFi Networks and Customer. SiFi Networks is responsible (at its expense) for providing any equipment, systems, and software necessary to collect and report such Metrics, with it being understood by the parties that such reports will primarily measure uptime availability of the Core Network Elements.

1.2.3 Analyze and improve processes, as necessary, to achieve Performance Metric Objectives set forth in Article 3.

1.2.4 Establish, maintain, and use quality improvement teams ("QITs") that meet at least quarterly, and which consist of SiFi Networks process representatives, subject matter experts, and Customer, as well as potentially other of SiFi Networks service providers, suppliers and subcontractors, to conduct root cause analysis on data indicating inferior performance, act on results and implement improvement plans for those Metrics that fail to meet or exceed the Objectives set forth in Section 3.

2 DEFINITIONS AND GENERAL PROVISIONS

2.1 "*Metric*" or "*Service Metric*" means the performance measures for Network functions and includes the Description, Measurement Method, Objective and Service Credit, if any, that define the capitalized term that is used throughout this Annex 1.

- 2.2** “*Description*” means the specific Networks function to be measured.
- 2.3** “*Measurement Method*” means the tools, process and algorithms for determining Networks performance and the frequency of the measurement.
- 2.4** “*Objective*” means the level of performance that Customer expects SiFi Networks to achieve.
- 2.5** “*Service Credit*” means the amount SiFi Networks owes to Customer, where applicable, if the Objective is not met for that month. The amount of any Service Credit shall be calculated as set forth in Section 3.

2.5.1 Customer will not receive Service Credits for any Service interruption or other transmission problem (including, without limitation, any inability of SiFi Networks to maintain Performance Metrics commitments contained herein) that is in whole or in part caused by or attributed to Customer. SiFi Networks will nevertheless use its reasonable efforts to seek a prompt resumption of Service and/or resolution of transmission problems in those circumstances where such efforts have a reasonable likelihood of promptly achieving the cited results.

2.5.2 In the event that Service Credits are issued for missing Network Core Average Availability Objectives, Service Credits shall not be issued for missing Network Drop Average Availability Objectives for the same reporting month.

2.5.3 No Service Credits will be issued for missing Network Drop Average Availability Objectives unless the location served at the Network Drop has dual diverse connections to the Network.

2.5.4 Service Credits expressed as a percent of “Services affected”, “recurring charges”, etc. refer to amounts charged to Customer by SiFi Networks unless otherwise explicitly stated.

2.6 “Business hours” means 8:00 AM to 5:00 PM local time in the state the Network is primarily located on a Business Day. “Business Day”, “Working Day” means Monday through Friday, excluding public holidays recognized in the state the Network is primarily located within.

2.7 “Outage” means Service(s) is/are interrupted such that there is a loss of continuity (unable to transmit or receive traffic to the city facility), or when SiFi Networks agrees that Service is unfit or unavailable for use.

2.7.1 The following are excluded from Outages:

- Failure of components for which City is responsible and are therefore not part of the Network.

- Time that corrections cannot be made because the City, or access to the facilities necessary for making the repair, are inaccessible.
- Problems caused by City negligence or misconduct, or by the negligence or misconduct of others authorized by the City.
- problems resolved as "No Trouble Found".
- Scheduled network upgrades and maintenance periods. The upgrades and maintenance will be scheduled when customer services are impacted minimally, typically between 12 AM to 6 AM local time. Furthermore, SiFi Networks will notify the Customer of such scheduled upgrades or maintenance periods as per 3.9.7.
- Circumstances defined in Clause 2.5 or in Article 33 of the Main Contract Body.

2.8 "Outage Duration" is the time in minutes that an Outage has occurred. An Outage begins when City notifies SiFi Networks NOC and SiFi Networks NOC opens a trouble ticket and ends when service has been restored.

2.9 "Availability" means percentage of time the Network is available for service. Network Average Availability is measured performance of the Network. Even though the Network Core delivers 99.999% Network Average Availability, Customer is not assured 99.999% availability unless its equipment is appropriately configured and connected over redundant paths to the Network.

Network Average Availability is:

$$1 - \left[\frac{\sum \text{Network_outage_durations}}{\text{Total_Available_Time}} \right] \times 100$$

Sum of Network_outage_durations = the total of the outage time, in minutes, of all Customers' Services in service affected by network outages during the reporting calendar month.

Total_Available_Time = (number of Services in service on the last day of the calendar month preceding the reporting month) * ((days in the reporting calendar month) * (minutes per day)).

2.10 "Installation" means SiFi Networks will provide Committed Due Dates for installation of Service in less than or equal to the intervals from order date as shown below.

For pre-configured Services to City Demand Points

- Service has been previously installed, no truck roll required: Ten (10) business days
- Service has been previously installed, truck roll required: Ten (10) business days
- Full install fiber and NTE installation is required: Ten (10) business days

2.10.1 A delayed installation credit will not be applied under the following circumstances:

- Installation is delayed at City's request.
- Installation is delayed with the approval of Customer.
- SiFi Networks has not been given necessary access to facilities required for installation or Customer is not ready or not available to accept the Service until after the committed due date.
- Customer facilities are unsuitable or unfit for installation
- SiFi Networks has:
 - made reasonable efforts to consult with the appropriate Customer work center (or such other contact specified by Customer) by telephone; and
 - taken such further reasonable and prudent actions in an attempt to make installation as Customer may direct in the course of such consultation.
 - If SiFi Networks reasonable efforts to consult with Customer as required above are unsuccessful, SiFi Networks shall notify Customer of the reason for the delay as soon as reasonably possible.

2.11 For installations, SiFi Networks will:

- Attempt to contact Customer prior to the scheduled appointment
- twenty-four (24) hours prior (up to 2 attempts)
- 30 minutes prior to the schedule appointment
- Arrive on site at Customer premises within the appointment window
- Install Service(s) as ordered and update Customer status within one (1) business day after the installation.

- **2.12** (Reserved)

2.13 "Repair and/or Maintenance at the Customer Demand Points" means that a SiFi Networks technician or SiFi Networks sub-contractor visits the Customers Demand Point to perform needed, requested and scheduled work on Services and associated Network Elements, or in other words the ONT

For Repair and Maintenance visits, SiFi Networks will:

- Attempt to contact Customer prior to the scheduled appointment
- twenty-four (24) hours prior (up to 2 attempts)
- 30 minutes prior to the schedule appointment
- Arrive on site at Customer premises within the appointment window
- Repair Service(s) as ordered
- Update Customer's order status within 1 business day after the installation

Any Repair and/or Maintenance at the Customer Premises that do not take place in accordance with the foregoing requirements will be performed in a reasonable timeframe and in a reasonable manner, taking into consideration the relevant circumstances.

- 2.14** SiFi Networks will provide a sufficient number of qualified staff to answer and respond to all technical support calls and direct trouble ticket system inputs from Customer to meet the Objectives. The Performance Metrics specify Objectives that include: (1) the target time for answering/responding to calls, and (2) the percentage of calls that shall meet the target.

SiFi Networks telephone support and trouble ticket system shall be available twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. During normal Business Hours, SiFi Networks shall accept calls from Customer on all valid topics. Outside of normal Business Hours, SiFi Networks shall respond to calls relating to Network and Service defects.

The target time or duration is measured from the time Customer's telephone call enters the SiFi Networks help desk routing queue until the time Customer speaks to a technician who is capable of resolving the trouble or answering the question.

- 2.15** "*Mean Time to Repair (MTTR)*" means the average time of the actual repair needed to restore Services. MTTR is measured in each reporting calendar month.

Number of Outages = Count of Outages less Outage Exclusions

Incident Priority Level = Measure of the severity of an incident as determined by the impact and urgency of the incident or by the Class of Service (Business data services only). The Incident Priority Level determines the Incident Response Window, the Communication and Escalation Intervals, and the Expected Time to Repair (ETTR) of an incident

Incident Response Window = time allowed under the specific SLA to begin repair service as dictated by the incident priority (e.g. Next Business Day, 4 Hour, etc).

Communication interval = the interval between incident status updates provided to Customer. The communication interval begins when the incident is first reported to SiFi Networks and ends when service is repaired or restored.

Escalation interval = the interval after which an incident can be escalated to the next level of visibility within SiFi Networks. The purpose of escalating an incident is to raise awareness of the incident to proper levels of management in order that the proper resources may be appropriated where necessary in order to ensure the Expected Time to Resolution objectives are met.

Expected Time to Repair (ETTR) = the maximum expected duration of an outage, based on incident priority

The timing of activities associated with incident management are determined by the incident priority as follows:

| | | Timing of Actions | | | |
|-------------------|-------------|-------------------|------------------------|---------------------|-----------------|
| | | Response Window | Communication Interval | Escalation Interval | ETTR |
| Incident Priority | 1. Severe | 15 minutes | Continuous | 2 hours | 4 hours |
| | 2. Critical | 15 minutes | Continuous | 6 hours | 12 hours |
| | 3. High | 1 hour | 4 hours | 12 hours | 24 hours |
| | 4. Medium | 4 hours | 1 business day | 1.5 business days | 3 business days |
| | 5. Low | 1 business day | Upon request | 1 week | 2 weeks |
| | 6. Very Low | As required | N/A | 30 days | Up to 30 days |

MTTR is calculated as follows:
$$\left(\frac{\sum \text{Outage Durations}}{\text{Number of Outages}} \right)$$

A separate MTTR is calculated for each Incident Priority Level. The MTTR is measured in hours, days.

2.16 SiFi Networks will strive to resolve trouble tickets as quickly as possible. The Direct Measures of Quality (DMOQs) addressing this are the percentage of service outage trouble tickets that are resolved within either one or two days – the concern being those that remain open for longer periods. This metric has two measures: (1) the total number of occurrences, and (2) the corresponding percentage that the total number reflects. SLA Response Window and Repair Time are defined in Section 2.18.

DMOQ Period = 24 hours or 48 hours, depending on the metric

The percentage is calculated as follows:

$$\left(\frac{\sum \text{trouble tickets resolved in a calendar month within (1) 24 hrs, or (2) 48 hrs}}{\text{Total number of trouble tickets in the calendar month}} \right) \times 100$$

3 SiFi Networks PERFORMANCE METRICS

| | Performance Metrics | Objective | Description | Measurement Method | Service Credit |
|-------|-------------------------------------|--|------------------|--------------------|--|
| 3.1 | Network Availability | | | | |
| 3.1.1 | Network Core - Average Availability | 99.99% available | See Section 2.10 | See Section 2.10 | For each reporting month in which the Network fails to achieve the Network Average Availability Objective, SiFi Networks will issue a Service Credit to Customer for an amount equal to 5% of the Service Credit for Services impacted by outages. |
| 3.3 | Installation | | | | |
| 3.3.1 | On-time installation | 95% of all installations shall meet Committed Installation Due-dates | See Section 2.13 | See Section 2.13 | Each month that SiFi Networks fails to meet the Objective by the amount indicated below, SiFi Networks will issue the following Service Credit to the Customer: (1) Below 96% but not below 90% then one month of the Service Credit (defined below) for incidents that miss the Committed Due-date; (2) Below 90% then two months Service Credit (defined below) for incidents which miss the Committed Due-date. |
| 3.4 | Service Metric | | | | |
| 3.4.1 | Technical Support Response Time | 85% of City's telephone calls (for installation and/or maintenance) connected to SiFi Networks Network | See Section 2.17 | See Section 2.17 | Not applicable |

| | Performance Metrics | Objective | Description | Measurement Method | Service Credit |
|-------|---|---|------------------|--|---|
| | | Operations Center within 5 minutes. | | | |
| 3.4.2 | Technical Support Resolution Notification to Customer | 100% of Citys trouble ticket resolution (i.e., ticket closed) will be notified to SP within 30 minutes of a ticket being closed via an agreed upon notification method. | See Section 2.19 | See Section 2.19 | Not applicable |
| 3.4.3 | Mean Time to Repair Service Outage | Mean Time to Repair shall not exceed the times specified in the SLAs. | See Section 2.18 | See Section 2.18 | Not applicable |
| 3.4.4 | % Trouble Tickets Resolved > 24 Hours | Less than five percent (< 5%) | See Section 2.19 | See Section 2.19 DMOQ Period – 24 hours | Not applicable |
| 3.4.5 | % Trouble Tickets Resolved > 48 Hours | Less than three percent (< 3%) | See Section 2.19 | See Section 2.19 DMOQ Period – 48 hours | Not applicable |
| 3.4.6 | Missed Appointments | Total number of times SiFi Networks technician failed to keep a scheduled appointment with any City within the appointment window to be 0. | See Section 2.13 | Incidents of missed appointment windows counted each reporting calendar month. | In the event SiFi Networks fails to appear at a City's Premises for a scheduled installation or repair/maintenance appointment within the appointment window, SiFi Networks will issue the City a Service Credit for one month of the Service Credit for each connection with an incident which misses the appointment window |

| | Performance Metrics | Objective | Description | Measurement Method | Service Credit |
|-------|--|---|--|---|----------------|
| 3.4.7 | Notification of Scheduled Network Upgrade or Maintenance | 100% Notification to City contacts via electronic mail or other agreed upon method five (5) days in advance the scheduled event | Notification of Scheduled Network Upgrade or Maintenance | Number of times scheduled network upgrades or maintenance impacting City' Services occur during a calendar month. Without notification | Not applicable |
| 3.4.8 | Notification of Unscheduled Upgrade, Maintenance event | 100% Notification to City contacts via electronic mail or other agreed upon method within ten (10) minutes of the start of an unscheduled event | Notification of Unscheduled Upgrade, Maintenance event trouble ticket number | Number of times unscheduled network upgrades or maintenance impacting City Services occur during a calendar month. Without notification in 10 minutes of the start of the unscheduled event | Not applicable |

Service Credits

Service Credits based on the Annual Fee (Section 5, sub-section 5.1.2) are defined as;

Annual Fee / Number of Demand Points / 12

4 SLA's associated with Wholesale Smart City Services

Smart City GPON asymmetrical version 1

Un-diverse single circuit termination on an ONT SPF.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business GPON services.

Smart City GPON asymmetrical version 2

Un-diverse single circuit termination on an ONT linked to a city provided router.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business GPON services.

Smart City GPON asymmetrical version 3

Delivered as an additional Wi-Fi SSID to City employees who have a requirement to connect to the city network from their homes. Based on an Un-diverse single circuit terminates on internal ONT / Residential Gateway service.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business GPON services.

Smart City AE symmetrical service version 1

Un-diverse single circuit terminates on internal fiber wall box linked to a City supplied router/switch with a QinQ through the NTU. Variable committed data rate (CDR) from 10Mbps – 10Gbps.

5 working day install SLA

4 hour fault response

24x7 field service
No uptime guarantees
No service reporting
Smart city traffic has higher priority over residential and business services.

Smart City AE symmetrical service version 2

Diverse dual circuit terminated on two internal fiber wall boxes or PSD's linked to a City supplied router/switch with a QinQ through the NTU. Variable committed data rate (CDR) from 10Mbps – 10Gbps.

5 working day install SLA
4-hour fault response
24x7 field service
99.999% connectivity SLA guarantee
SLA service reporting
Business traffic has higher priority over residential services and Business GPON services.

*** SLA's would not be applicable unless PSD devices are included to allow the services to be remotely monitored ***

Smart City Point to Point symmetrical service version 1

Un-diverse single circuit terminates on internal fiber wall box or PSD to a City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of the protocol / interface speed up to 1Gbps or STM4 / OC12

5 working day install SLA
4 hour fault response
24x7 field service
No uptime guarantees
No service reporting
Smart city traffic has higher priority over residential and business services.

Smart City Point to Point symmetrical service version 2

Diverse dual circuit terminated on two internal fiber wall boxes or PSD's linked to the City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of the protocol / interface speed up to 1Gbps or STM4 / OC12.

5 working day install SLA
4-hour fault response
24x7 field service
99.999% connectivity SLA guarantee
SLA service reporting

Business traffic has higher priority over residential services and Business services.

*** SLA's would not be applicable unless PSD devices are included to allow the services to be remotely monitored ***

Smart City Point to Point symmetrical service version 3

Un-diverse single circuit terminates on internal fiber wall box or PSD NTU linked to a City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of protocol / interface speed from 1Gbps or STM4 / OC12 up to 10Gbps, STM64 / OC192, 10G OTN.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business services.

Smart City Point to Point symmetrical service version 4

Diverse dual circuit terminated on two internal fiber wall boxes or PSD's linked to a City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of protocol / interface speed from 1Gbps or STM4 / OC12 up to 10Gbps, STM64 / OC192, 10G OTN.

5 working day install SLA

4-hour fault response

24x7 field service

99.999% connectivity SLA guarantee

SLA service reporting

*** SLA's would not be applicable unless PSD devices are included to allow the services to be remotely monitored ***

Business traffic has higher priority over residential services and Business services.

Summary Table

| | Uptime SLA | Install SLA | Fault Response SLA | Service Reporting |
|---|------------|----------------|--------------------|-------------------|
| Connectivity Solution | | | | |
| Smart City GPON asymmetrical version 1 | No SLA | 5 working days | 4 hours | No reporting |
| Smart City GPON asymmetrical version 2 | No SLA | 5 working days | 4 hours | No reporting |
| Smart City GPON asymmetrical version 3 | No SLA | 5 working days | 4 hours | No reporting |
| Smart City AE symmetrical service version 1 | No SLA | 5 working days | 4 hours | No reporting |
| Smart City AE symmetrical service version 2 | 99.999% | 5 working days | 4 hours | Monthly |

| | | | | |
|---|---------|----------------|---------|--------------|
| Smart City Point to Point symmetrical service version 1 | No SLA | 5 working days | 4 hours | No reporting |
| Smart City Point to Point symmetrical service version 2 | 99.999% | 5 working days | 4 hours | Monthly |
| Smart City Point to Point symmetrical service version 3 | No SLA | 5 working days | 4 hours | No reporting |
| Smart City Point to Point symmetrical service version 4 | 99.999% | 5 working days | 4 hours | Monthly |

Annex II - Services

Smart City services

IOT infrastructure has a profound effect on the quality of our lives. Digitalisation is changing our world and today the number of connected devices has surpassed the number of humans on the planet. SiFi Smart City solutions allow these intelligent devices to generate massive amounts of data transforming life and business across all sectors. SiFi Smart City solutions work across all infrastructure domains making cities more efficient, sustainable and resilient.

Example uses of these services are:

- Sensors collecting data from traffic light control boxes, parking meters, bus stops, environmental sensors and CCTV
- Point to Point connections between City buildings
- Remote location connections for users of the City IT Network
- Connections to the city PBX telephone network to provide private voice call between the City and City employees.

Smart City GPON asymmetrical version 1

Un-diverse single circuit termination on an ONT SPF.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business GPON services.

Smart City GPON asymmetrical version 2

Un-diverse single circuit termination on an ONT linked to a city provided router.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business GPON services.

Smart City GPON asymmetrical version 3

Delivered as an additional Wi-Fi SSID to City employees who have a requirement to connect to the city network from their homes. Based on an Un-diverse single circuit terminates on internal ONT / Residential Gateway service.

5 working day install SLA

4 hour fault response
24x7 field service
No uptime guarantees
No service reporting
Smart city traffic has higher priority over residential and business GPON services.

Smart City AE symmetrical service version 1

Un-diverse single circuit terminates on internal fiber wall box linked to a City supplied router/switch with a QinQ through the NTU. Variable committed data rate (CDR) from 10Mbps – 10Gbps.

5 working day install SLA
4 hour fault response
24x7 field service
No uptime guarantees
No service reporting
Smart city traffic has higher priority over residential and business services.

Smart City AE symmetrical service version 2

Diverse dual circuit terminated on two internal fiber wall boxes or PSD's linked to a City supplied router/switch with a QinQ through the NTU. Variable committed data rate (CDR) from 10Mbps – 10Gbps.

5 working day install SLA
4-hour fault response
24x7 field service
99.999% connectivity SLA guarantee
SLA service reporting
Business traffic has higher priority over residential services and Business GPON services.

*** SLA's would not be applicable unless PSD devices are included to allow the services to be remotely monitored ***

Smart City Point to Point symmetrical service version 1

Un-diverse single circuit terminates on internal fiber wall box or PSD to a City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of the protocol / interface speed up to 1Gbps or STM4 / OC12

5 working day install SLA
4 hour fault response
24x7 field service
No uptime guarantees
No service reporting
Smart city traffic has higher priority over residential and business services.

Smart City Point to Point symmetrical service version 2

Diverse dual circuit terminated on two internal fiber wall boxes or PSD's linked to the City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of the protocol / interface speed up to 1Gbps or STM4 / OC12.

5 working day install SLA

4-hour fault response

24x7 field service

99.999% connectivity SLA guarantee

SLA service reporting

Business traffic has higher priority over residential services and Business services.

*** SLA's would not be applicable unless PSD devices are included to allow the services to be remotely monitored ***

Smart City Point to Point symmetrical service version 3

Un-diverse single circuit terminates on internal fiber wall box or PSD NTU linked to a City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of protocol / interface speed from 1Gbps or STM4 / OC12 up to 10Gbps, STM64 / OC192, 10G OTN.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business services.

Smart City Point to Point symmetrical service version 4

Diverse dual circuit terminated on two internal fiber wall boxes or PSD's linked to a City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of protocol / interface speed from 1Gbps or STM4 / OC12 up to 10Gbps, STM64 / OC192, 10G OTN.

5 working day install SLA

4-hour fault response

24x7 field service

99.999% connectivity SLA guarantee

SLA service reporting

*** SLA's would not be applicable unless PSD devices are included to allow the services to be remotely monitored ***

Smart City GPON asymmetrical version 1

Un-diverse single circuit termination on an ONT SPF.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business GPON services.

Smart City GPON asymmetrical version 2

Un-diverse single circuit termination on an ONT linked to a city provided router.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business GPON services.

Smart City GPON asymmetrical version 3

Delivered as an additional Wi-Fi SSID to City employees who have a requirement to connect to the city network from their homes. Based on an Un-diverse single circuit terminates on internal ONT / Residential Gateway service.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business GPON services.

Smart City AE symmetrical service version 1

Un-diverse single circuit terminates on internal fiber wall box linked to a City supplied router/switch with a QinQ through the NTU. Variable committed data rate (CDR) from 10Mbps – 10Gbps.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business services.

Smart City AE symmetrical service version 2

Diverse dual circuit terminated on two internal fiber wall boxes or PSD's linked to a City supplied router/switch with a QinQ through the NTU. Variable committed data rate (CDR) from 10Mbps – 10Gbps.

5 working day install SLA

4-hour fault response

24x7 field service

99.999% connectivity SLA guarantee

SLA service reporting

Business traffic has higher priority over residential services and Business GPON services.

*** SLA's would not be applicable unless PSD devices are included to allow the services to be remotely monitored ***

Smart City Point to Point symmetrical service version 1

Un-diverse single circuit terminates on internal fiber wall box or PSD to a City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of the protocol / interface speed up to 1Gbps or STM4 / OC12

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business services.

Smart City Point to Point symmetrical service version 2

Diverse dual circuit terminated on two internal fiber wall boxes or PSD's linked to the City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of the protocol / interface speed up to 1Gbps or STM4 / OC12.

5 working day install SLA

4-hour fault response

24x7 field service

99.999% connectivity SLA guarantee

SLA service reporting

Business traffic has higher priority over residential services and Business services.

*** SLA's would not be applicable unless PSD devices are included to allow the services to be remotely monitored ***

Smart City Point to Point symmetrical service version 3

Un-diverse single circuit terminates on internal fiber wall box or PSD NTU linked to a City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of

Sonnet protocols with CDR matched to 100% of protocol / interface speed from 1Gbps or STM4 / OC12 up to 10Gbps, STM64 / OC192, 10G OTN.

5 working day install SLA

4 hour fault response

24x7 field service

No uptime guarantees

No service reporting

Smart city traffic has higher priority over residential and business services.

Smart City Point to Point symmetrical service version 4

Diverse dual circuit terminated on two internal fiber wall boxes or PSD's linked to a City supplied router with a layer 1 circuit through the NTU. Support for Ethernet and Packet of Sonnet protocols with CDR matched to 100% of protocol / interface speed from 1Gbps or STM4 / OC12 up to 10Gbps, STM64 / OC192, 10G OTN.

5 working day install SLA

4-hour fault response

24x7 field service

99.999% connectivity SLA guarantee

SLA service reporting

*** SLA's would not be applicable unless PSD devices are included to allow the services to be remotely monitored ***

Business traffic has higher priority over residential services and Business services.

Annex III – Change Management

| | |
|---------------------------|--|
| Change Management Process | The procedure applying to Changes as set out in Annex III of this Agreement. |
| Change Request | Any written request for a Change raised by one of the Parties as set out in this Annex III. |
| End of Life | The date on which the manufacturer stops the further development of a Network Element and only provides limited support. |
| End of Support | The date on which a Network Element is no longer supported by the respective manufacturer. |
| Maintained Product | A product developed and supplied by SiFi Networks or a Third Party and being subject to maintenance by SiFi Networks. |
| Network | Customer's network infrastructure which the Customer has a right to use. |

| | |
|-----------------|--|
| Network Element | Any individual unit of equipment or logically manageable units of equipment which is/are part of Customer's network infrastructure. |
| Project | Any Services not being Basic Services as set out in Annex II of this Agreement which shall be ordered by Customer on a case by case basis. |
| Third Party | Any supplier other than SiFi Networks having entered into a contractual agreement with Customer or with SiFi Networks. |

1.1 Any Party may request Changes to the Services at any time and submit such request for decision according to the Change Management Process.

1.1.2 The Change Management Process is attached to this Agreement as Annex III – Change Management.

1.1.3 No Change Request shall be binding, unless finally agreed between the Parties in writing and duly signed by their authorized representatives, including but not limited to an agreement about the impact on the Fees related to such Change.

1.2 *New Services.*

1.2.1 The Parties acknowledge that the Network and the Services shall evolve and be modified, enhanced or supplemented as reasonably necessary over time in order to anticipate or respond to changes in the market and technology, improvement in the methods or processes for delivery of the Services and changes, improvements and innovations in the services and products Customer is providing to its end-customers.

1.3 *Process.*

1.3.1 Any Change to Services or any New Services shall be agreed upon through the Change Management Process as described in this Annex.

1.3.2 The following, not yet covered by the Annual Fee (Section 5, sub-section 5.1.2) or being a Project, shall, if they affect the Services, in particular be considered as a Change to the Services or as New Services:

- (a) any introduction of new technology or new devices in the Network; the introduction of Network Elements from vendors not yet in the scope of the Agreement, or Network Elements from an existing Third Party vendor but different from that Third Party vendor's Maintained Products;
- (b) any additional Services currently not in the Scope of this Agreement;
- (c) any extension or downsizing of the Network which is not covered by Annual Fee (Section 5, sub-section 5.1.2);
- (d) any new services offered;
- (e) any change to the operational or business related processes of Customer;

- (f) any change in the deployment or location of Network Elements resulting in a significant impact on SiFi Networks's ability to provide the Services;
- (g) any planned maintenance extensions for which the vendor has previously issued an End of Support/End of Life notification;
- (h) any modification of agreed or forecasted volumes of Services not covered by Annual Fee (Section 5, sub-section 5.1.2);
- (i) any extension of the Services outside the agreed territory.

1.3.3. The Parties shall agree upon the impact of any Change or New Services on the agreed Fees as set out in this Annex. If the Parties, after following the escalation process as set out in Section 8, cannot agree upon such potential adjustment of the Fees within a timeframe of 1 (one) month as from the initiation of these discussions, each Party may submit this topic to the dispute resolution process as set out in Section 8 of this Agreement. No New Services shall be part of the Scope of this Agreement, unless agreed between the Parties in writing and an agreement on the Fees has been found.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF OF POLICE
DATE: SEPTEMBER 24, 2019
SUBJECT: **AWARD OF CONTRACTS FOR POLICE FACILITY IMPROVEMENT PROJECT
FY 2019-2020**

FISCAL
IMPACT: EXPENSE: MEASURE U FUND (ACCOUNT #795005-6185),
PUBLIC SAFETY COMMUNITY FACILITIES DISTRICT
FUND (ACCOUNT #555915-6185)
GENERAL FUND (ACCOUNT #103654-6130)
NOT-TO-EXCEED \$89,500.00 FY 2019-2020 BUDGET

REVENUE: \$50,000.00 FY 2019-2020 MEASURE U FUND
\$32,000.00 FY 2019-2020 PUBLIC SAFETY COMMUNITY
FACILITIES DISTRICT
\$7,500.00 FY 2019-2020 GENERAL FUND

SUMMARY:

This Capital Improvement Program (CIP) project involves the renovation of the Placentia Police Facility to provide new interior paint, carpeting, and stainless-steel wall paneling throughout the facility. Staff recommends the City Council award contracts to the lowest responsive, responsible bidders listed below. The cost of the project is not to exceed \$89,500 of which \$50,000 will be expended from Measure U Funds, \$32,000 will be expended from Public Safety Communities Facilities District Funds, and \$7,500 will be expended from the General Fund.

RECOMMENDATION:

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

1. Approve a Public Works Agreement with One Way Painting, Inc., for painting of the Placentia Police Facility in the amount of \$14,593.00; and
2. Approve a Public Works Agreement with TS Carpet & Design Center for carpeting of the Placentia Police Facility in the amount of \$24,974.31; and

1. g.
September 24, 2019

3. Approve a Public Works Agreement with JNL Stainless, Inc., for installation of stainless panels on the walls of the Placentia Police Facility and City Hall in the combined amount of \$41,793.00; and
4. Authorize the City Administrator to approve contract change orders up to 10% of each of the contract amounts; and
5. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The scope of this project involves the renovation of the Placentia Police Facility. The renovation work will provide new interior paint, carpet, and stainless-steel wall paneling throughout the facility. The Police Facility is over 40 years old and the paint and carpet are beyond their service life. Stainless steel wall panels will be applied along the corridor walls to preserve the cleanliness and prevent damage of the walls.

The City received three (3) bids from contractors to paint the interior of the Police Facility. The following table provides the bid amounts received from each contractor:

| Contractor | Bid Amount |
|---------------------------|-------------------|
| One Way Painting, Inc. | \$14,593.00 |
| MTL Construction Services | \$21,780.00 |
| Miguel's Custom Painting | \$23,800.00 |

The low bid received for this project was submitted by One Way Painting, Inc. Its bid was reviewed and analyzed for completeness. Staff recommends awarding a contract (Attachment 2) to One Way Painting, Inc. for the Placentia Police Facility Improvement Project ("Project"). Should the City Council elect to award this contract, the work is anticipated to begin in November 2019.

The City received three (3) bids from contractors to remove existing carpet and install new carpet throughout the Police Facility. The following table provides the bid amounts received from each contractor:

| Contractor | Bid Amount |
|----------------------------|-------------------|
| TS Carpet & Design Center | \$24,974.31 |
| Rite-Loom Flooring | \$28,820.00 |
| Fullerton Paint & Flooring | \$32,000.00 |

The low bid received for this Project was submitted by TS Carpet & Design Center. Its bid was reviewed and analyzed for completeness. Staff recommends awarding a contract (Attachment 4) to TS Carpet & Design Center for the Project. Should the City Council elect to award this contract, the work is anticipated to begin in November 2019.

The City received one (1) bid from a contractor to install stainless steel panels on the interior walls throughout the Police Facility and a portion of the rear hallway of City Hall. Staff was unable to locate any other contractors qualified to manufacture and install the desired stainless-steel panels. The following table provides the bid amount received from the contractor:

| Contractor | Bid Amount |
|---------------------|-------------|
| JNL Stainless, Inc. | \$41,793.00 |

The only bid received for this Project was submitted by JNL Stainless, Inc. Its bid was reviewed and analyzed for completeness. Staff recommends awarding a contract (Attachment 6) to JNL Stainless, Inc. for the Project and City Hall. Should the City Council elect to award this contract, installation is anticipated to begin in December 2019.

FISCAL IMPACT:

For the Project a total of \$50,000 in Measure U funds (Expense Account #795005-6185) as well as an additional \$32,000 in Public Safety Community Facilities District funds (Expense Account #555915-6185) were appropriated in the FY 2019-2020 budget. For City Hall a total of \$7,500 from the General Fund (Expense Account #103654-6130) is available in the FY 2019-2020 budget.

Prepared by:


James McElhinney
Acting Captain

Reviewed and approved:


Darin Lenyi
Chief of Police

Reviewed and approved:


Kim Krause
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachments:

1. Quote from One-Way Painting, Inc.
2. Agreement with One-Way Painting, Inc.
3. Quote from TS Carpet & Design Center
4. Agreement with TS Carpet & Design Center
5. Quotes from JNL Stainless, Inc. for the Police Facility and City Hall
6. Agreement with JNL Stainless, Inc.



One Way Painting, Inc.
2328 N Batavia St
#109
Orange, CA 92865
(866) 986-9781
onewayquotes@gmail.com

ADDRESS

6927
Placentia Police Department
401 E Chapman Av.
Placentia

ESTIMATE 6927

DATE 07/08/2019

TELEPHONE

714-920-7236

SALES PERSON

Jeff

REFERRED BY

Ron

ACTIVITY

AMOUNT

Interior Painting of Placentia Police Department

0.00

3 WOOD PANELS IN OFFICES:

Sand & paint with Aristoshield

14,593.00

NO BATHROOM ONLY 2 DOORS & JAMS:

Prep & paint in blue Aristoshield

13 OFFICES:

3 office prime new walls

Prep & paint

ALL HALLWAYS ABOVE NEW STAINLESS STEEL:

Prep & paint in Aristoshield

CONFERENCE ROOM:

Prep & paint 1 wall & brick wall

RECORDS, COPY ROOM, JUVENILE ROOM & WOMANS LOCKER:

Prep & paint

TRAFFIC ROOM, CLOSET & CONCRETE WALL:

Prep & paint

BRIEFING ROOM, BRICKWALL & BREAK ROOM:

Prep & paint

****We will remove of and dispose of all baseboards as needed**

NO MENS LOCKER ROOM

NO HOLDING CELLS

NO GYM

NO LOBBY

ADDITIONAL: SEPARATE QUOTE:

0.00

DOOR FRAMES:

Prep & paint AT \$65.00 EACH

****PRICED TO BE DONE WITH MAIN QUOTE****

NOTES: Dispatch to be painted on a weekend

0.00

Aristoshield velvet on walls-color to be determined

Estimate 6 days, 4 men for the main quote



3911 E La Palma Ave., Ste. B
Anaheim, CA 92807
Phone: (714) 683-0599 Fax: (714) 630-9034
License No. B-883272

July 31, 2019

Sent via email: mbutts@placentia.org

ESTIMATE

Customer: Placentia Police Department
401 E. Chapman Ave.
Placentia, CA 92870

Project: Interior Painting of Police Station

PROJECT DESCRIPTION:

MTL Construction Services proposes to provide material and labor for the items listed in the scope of work below and based on the work identified during the job walk.

PAINTING **\$21,780.00**

Scope of work included:

- Mask off, prep, prime and paint walls at all areas identified during job walk including offices, conference room(s), call center, common area hallways, break room, armory, women's locker room, etc.
- Includes painting of brick walls in areas identified and the painting of the wood paneling at the conference room as identified.
- Two coats of paint are included in all areas.
- Work figured to be performed during normal business hours.

EXCLUSIONS:

Relocation of furniture and desks; painting or finishing of cabinets, furniture and millwork; overtime (all work to be performed during normal business hours); and any scope of work not specifically listed or itemized above.

ACCEPTANCE OF ESTIMATE

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Accepted By _____

Date: _____



1221 COUNTESS DR.
CORONA, CA 92882
951-738-9750

Interior Painting Proposal

August 5, 2019

Placentia Police Department

Job Site:

401 E Chapman Ave
Placentia, Ca

I appreciate the opportunity you are giving me to offer my recommendations for repainting the surfaces of your property. I have inspected the project and after thorough consideration, I respectfully submit the following proposal, and procedures for painting. Should you have any questions regarding this project, give me a call.

Best regards,

Miguel Resillas
Miguel's Custom Painting

Interior Work

Interior painting of records open space area, communications room, locker room and hallway. Paint walls and door jambs.

Captain's office (wood panel removal, primer and paint walls and door jambs).

Administration Room (paint walls and door jambs).

Management Room Chief of Police Office and hallway (paint walls and door jambs).

Conference Room with closet (primer wood panels and paint).

Professional Standard Room Emergency Community and hallway (paint walls and door jambs).

Watch Commander Office Juvenile Detention Room (paint walls and door jambs).

Women's Locker Room (paint walls and ceilings) No restrooms.

Report Writing Room (paint walls and door jambs).

Hallway (paint walls and door jambs).

Traffic Supervisor Room (paint walls and door jambs).

Briefing room kitchen area and teaching room (paint walls and door jambs).

Patrol Lieutenant Office (paint walls, door jambs and ceilings).

Gym (paint walls and trim).

Crime Scene Investigation (paint walls and door jambs).

Preparation

Cover furniture, floors, patch and repair holes and cracks on walls, apply caulk, primer areas needed, sanding between coats, apply two coats of finish.

Color pending

Total \$23,800.00

Includes Labor and material.

The specified work is accepted, you are authorized to do the work.

Signature: _____ Date: _____

Placentia Police Department
401 E Chapman Ave
Placentia, Ca
August 5, 20

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
PAINTING OF POLICE FACILITY**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 24th day of September by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and ONE WAY PAINTING, (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of painting walls throughout the police facility as set forth more fully in this Agreement.

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

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean One Way Painting, a California corporation, located at 2328 N. Batvia St., #109, Orange, CA 92865.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth

in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall

immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Fourteen Thousand, Five Hundred and Ninety-three dollars (\$14,593.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than January 31, 2020, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Jeff Bartz

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

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by

City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor

believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE AND INDEMNIFICATION

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

Conditions:

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

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

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

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

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

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

8.0 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn: James McElhinney

To Contractor: One Way Painting
2328 N. Batavia St., #109
Orange, CA 92865
Attn: Jeff McCabe

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

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

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

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

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

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

carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the

performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

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

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

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

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

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

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

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

as expressly provided herein.

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

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

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

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

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

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

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

Project No. 5005

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

Project No. 5005

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of
Administrative Services

Date: _____

APPROVED AS TO CONTENT:

James McElhinney, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Darin Lenyi, Chief of Police

Date: _____

Project No.

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF PERFORMANCE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

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

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

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and

non-contributory basis with respect to any insurance or self-insurance program maintained by them.

- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference:
5005
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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

TS Carpet & Design Center

License # 910442
 320 Orangethorpe Ave., Suites A & B
 Placentia, CA 92870
 714-572-7333 Showroom Phone
 714-572-1024 Fax



TS Carpet Design Center

Distinctive Carpet, Tile and Hardwoods

| | | |
|--|--|-----------------------|
| SOLD TO: | PROJECT: | ESTIMATE# 3749 |
| Placentia PD 401 E. Chapman Avenue Placentia, CA 92870 | Placentia PD 401 E. Chapman Avenue Placentia, CA 92870 | |
| Attn: Capt. Brad Butts | Phone: 714-920-7236 | Fax: |
| Date: 22-Jul-2019 | | |

LINE ITEM ESTIMATE

| | QTY. | UNIT | MATERIAL | LABOR | TOTAL |
|--|---------|-------|-------------|------------|-------------|
| Demo existing glue down carpet & glue down carpet base, Dispose at landfill | 661.00 | sq yd | | \$990.18 | \$990.18 |
| Scrape floor & prepare for new glue down carpet | 661.00 | lot | | \$990.18 | \$990.18 |
| Install "Dynamo" in Offices excluding "Investigations" | 726.00 | sq yd | \$13,435.99 | \$4,893.97 | \$18,329.96 |
| Install New Black Rubbermyte cove base in same areas | 1459.00 | ln ft | \$1,301.54 | \$1,289.49 | \$2,591.04 |
| Pails of glue for carpet tile | 29.00 | ea | \$1,534.68 | | \$1,534.68 |
| Install new black rubber reducers in doorways with carpet to VCT/tile is installed | 6.00 | ea | \$90.72 | \$89.88 | \$180.60 |
| Any preexisting (condition) requiring floor repairs to be added to cost of project | | | | | |
| California AB2398-.35 per yard ECO charge | 726.00 | yds | \$254.67 | | \$254.67 |
| Additional cove base for new offices area in Bullpen | 58.00 | ln ft | \$51.74 | \$51.26 | \$103.00 |

Qualifications:

Bid does not include any major sub floor repairs

Total Price: \$24,974.31
Incl. Tax

| |
|-----------------------|
| Carpet/Resil Subtotal |
| Wood Subtotal |
| Ceramic Subtotal |
| Subtotal |
| Subtotal |
| Subtotal |

Unless specifically noted above, the following applies to all pricing: Work shall be normal working hours Monday-Friday. Excessive subfloor preparation, furniture moving, removal of existing floorcoverings, cleaning, waxing and protection are not included. Field-authorized work shall be billed at \$85.00 per man-hour plus the cost of all materials that may be required. If Moisture Vapor Emission exceeds Mfg requirements, Warranties are void. Price includes applicable taxes and freight.

ACCEPTANCE OF THIS PROPOSAL constitutes a contract. The prices, specifications and conditions of this Proposal are satisfactory and hereby accepted. TS Carpet & Design Center is authorized to do the work as described. Payment will be made as outlined within this document. My signature below constitutes agreement to the amount of the contract based upon the provisions and Qualifications stated above, as well as agreement to pay reasonable attorney or collection agency fees, together with all court costs should it be necessary for Trevcourt Inc., dba TS Carpet & Design Center to retain the services of an attorney or collection agency.

A Finance charge of 1 1/2% per month starting with the Invoice date (18% APR) will be charged for all invoice amounts unpaid after due date.

Sincerely,

Tom Solomonson
 T/S Carpet & Design Center

Accepted By:
 Placentia PD

Date

Terms: 50% Material Billing or deposit required
 Balance net 30 days (Upon substantial completion)



FULLERTON
PAINT & FLOORING

WWW.FULLERTONPAINT.COM

CONFIRMATION OF BID

DATE: 06/05/2019

BRAD BUTTS
PLACENTIA POLICE DEPARTMENT
401 EAST CHAPMAN AVE
PLACENTIA CA 92870

CARPET TILES 24 X 24" BY SHAW – REPLACE WHERE CARPETED AREAS ONLY
707 SY DESIGN SMART COLLECTION: COLOR- TBD BY CUSTOMER
REMOVE AND HAUL AWAY 6,630 SF OF GLUE DOWN CARPET
CUSTOMER TO PREPARE AS NECESSARY PRIOR TO INSTALLATION
REMOVE AND REPLACE SOME FURNITURE
MINOR PREP FOR CARPET TILE INSTALL
SUPPLY ADHESIVE FOR CARPET
SUPPLY AND INSTALL TRANSITIONS WHERE NEEDED
REMOVE, SUPPLY AND INSTALL 1563 LF 4" BLACK COVEBASE
PROVIDE INSTALLATION BY C-15 LICENSED INSTALLER

MATERIALS, INSTALLATION, DELIVERY & TAX **\$32,000.00**

NOTES: FOOTAGE ABOVE DOES INCLUDE OVERAGE.

DOES NOT INCLUDE CORRECTIVE MEASURES FOR MOISTURE OR SLAB TOLERANCE

*Fullerton Paint & Flooring is licensed, bonded, and insured. We know the importance of evaluating circumstances necessary to the success of each installation. Vision, quality, and integrity are the foundation upon which we will construct your new floor and build your trust! Please call at your convenience; we are at your service!

GEORGE DOMINGUEZ
FULLERTON PAINT & FLOORING
714-992-0720
george@fullertonpaint.com

Rite-Loom FLOORING SPECIALIZING IN

CARPET * TILE - WOOD * LAMINATE * WINDOW COVERINGS

1295 N. Kraemer Blvd., Anaheim, CA 92806

(714) 764-1122 * Fax (714) 632-3556

PROPOSAL

| | | | |
|--|--------------------------|---------------------------------|---------------------------|
| PROPOSAL SUBMITTED TO: Placentia Police Department | | PHONE: (714) 993-8170 | DATE: 8/20/2019 |
| ADDRESS: 401 East Chapman Ave. | | JOB NAME: | |
| CITY: Placentia, CA 92870 | | JOB LOCATION: various | |
| SALES PERSON: Michael F | SOURCE: repeat | JOB PHONE: | |

| | |
|---|--------------|
| WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR: | |
| Furnish and install Shaw commercial carpet tile | |
| Style Dynamo, multi level pattern loop into the | |
| following areas: | |
| Administration offices, halls, Dispatch, Watch Command, | |
| Front Counter, Patrol, Breifing, Traffic Supervisor, Report | |
| Writing, Womens Locker and Conference Room. | |
| Includes moving of office furniture and work stations. | |
| Includes demo and removal of non asbestos flooring. | |
| Includes installation of new carpet tile and rubber | |
| wall base. | |
| Weekend work as needed. | |
| California Care Stewardship Assessment Tax of .35/ sq.yd. | |
| Price includes all materials, freight, tax and labor. | \$ 28,820.00 |
| | |
| | |
| | |

We **Propose** hereby to furnith material and labor - complete in accordance with above specifications, for the sum of:
Twenty Eight Thousand Eight Hundred Twenty dollars(\$ **\$ 28,820.00**)

Payment to be made as follows:
50% down, balance upon completion

Authorized Signature Michael Figueroa

Note: This proposal may be withdrawn by
us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.
Payment will be made as outlined above.

Signature for acceptance _____

Date: ATTACHMENT 3

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
CARPET INSTALLATION FOR POLICE FACILITY**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 24th day of September by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and TS CARPET & DESIGN CENTER, (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of new carpet throughout the police facility as set forth more fully in this Agreement.

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

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean TS Carpet & Design Center a California corporation, located at 320 Orangethorpe Avenue, Suites A & B, Placentia, CA 92870.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth

in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject

to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Twenty-four Thousand, Nine Hundred and Seventy-Four Dollars, and Thirty-one cents (\$24,974.31) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than January 31, 2020, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Tom Solomonson

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

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

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

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

represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

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

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

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

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

6.0 INSURANCE AND INDEMNIFICATION

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

Conditions:

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

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

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

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

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

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

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

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

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

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

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

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

the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

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

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

7.0 RECORDS AND REPORTS

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

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to

inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

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

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

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Administrator or his/her designee, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

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

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn: James McElhinney

To Contractor: TS Carpet & Design Center
320 Orangethorpe Avenue, Suites A & B
Placentia, CA 92870
Attn: Tom Solomonson

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

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

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

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

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of
Administrative Services

Date: _____

APPROVED AS TO CONTENT:

James McElhinney, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Darin Lenyi, Chief of Police

Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF PERFORMANCE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

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

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

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and

non-contributory basis with respect to any insurance or self-insurance program .
maintained by them.

- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference:
5005
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2019

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

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

| | | | |
|---|---|--|--------------------------------------|
| PRODUCER Conrey Ins Brokers & Risk Managers 2522 N. Santiago Blvd. Lic#0543173 Orange CA 92867 | CONTACT NAME: Linda Farrow PHONE (A/C, No, Ext): (714) 838-5835 E-MAIL ADDRESS: lindaf@conreyins.com | | FAX (A/C, No): (714) 838-8166 |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED TREVLCOURT INC DBA TS CARPET AND DESIGN CENTER 320 E ORANGETHORPE AVE STE A PLACENTIA CA 92870 | INSURER A: Hanover Insurance | | 22292 |
| | INSURER B: Massachusetts Bay Insurance Company | | 22306 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** CL1991109617 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | OH3A993248 | 8/1/2019 | 8/1/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | OH3A993248 | 8/1/2019 | 8/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| 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 | WD3D656671 | 8/1/2019 | 8/1/2020 | <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 |

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

PROOF OF INSURANCE ONLY

CERTIFICATE HOLDER

CANCELLATION

| | |
|--------------------------------|--|
| PROOF OF INSURANCE ONLY | 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 Linda Farrow/LFF  |

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JNL Stainless Inc.

725 North Benson Ave. Unit F
 Upland, CA 91786
 LIC# 994122
 Ph: 909-931-7529

Estimate

| Date | Estimate # |
|-----------|------------|
| 5/17/2019 | 575 |

| Name / Address |
|---|
| Placentia Police Dept. 401 E Chapman Ave Placentia, Ca 92870 |

| Description | Rate | Project |
|--|----------|------------------------|
| | | s/s wainscot for walls |
| | | Total |
| Locker Room - TBD future 18 ga s/s wainscot 48" tall with built-in cove base. aprox. 32 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams | | 0.00 |
| Gym- 18 ga s/s wainscot 48" tall aprox. 30 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams | | |
| 18 ga s/s wainscot 24" tall aprox. 24 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams | 720.00 | 720.00 |
| Kitchen- TBD future 18 ga s/s wainscot 48" tall aprox. 22 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams | | 0.00 |
| Briefing room- 18 ga s/s wainscot 48" tall with hemmed stainless on bottom. to be installed above carpet base. aprox. 55 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams | 2,300.00 | 2,300.00 |
| Reporting room- 18 ga s/s wainscot 48" tall with hemmed stainless on bottom. to be installed above carpet base. aprox. 15 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams | 900.00 | 900.00 |
| Total | | |

JNL Stainless Inc.

725 North Benson Ave. Unit F
 Upland, CA 91786
 LIC# 994122
 Ph: 909-931-7529

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 5/17/2019 | 575 |

| Name / Address |
|---|
| Placentia Police Dept. 401 E Chapman Ave Placentia, Ca 92870 |

| Description | Rate | Project |
|---|----------|------------------------|
| | | s/s wainscot for walls |
| | | Total |
| Hallways and Corridors (A)- 18 ga s/s wainscot 48" tall with hemmed stainless on bottom. to be installed above carpet base. aprox. 160 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams | 9,600.00 | 9,600.00 |
| Hallways and Corridors (B)- 18 ga s/s wainscot 48" tall aprox. 230 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams | 8,900.00 | 8,900.00 |
| Front public entry arca- TBD future 18 ga s/s wainscot 48" tall aprox. 30 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams | | 0.00 |
| Holding Cell- TBD future 18 ga s/s wainscot 48" tall aprox. 22 ln ft includes all trim and corners and hemmed metal on vertical and horizontal seams all metal and trim to be screwed to walls with security hardware. delivery and installation of items above that are NOT marked TBD future. based on multiple visits @ regular hr rates. | 9,533.00 | 9,533.00 |
| ***labor price is based off of all areas approved and installed at the same time. If areas are broken up and approved randomly JNL will have to adjust labor price per area.*** all cut outs and custom fit pieces done out in field removal of any cabinets or items obstructing to be coordinated with station rep. lead time 3 to 4 weeks | | |
| Labor Warranty is one year and Manufactured Warranty is 10 years. | 0.00 | 0.00 |
| Total | | |

JNL Stainless Inc.

725 North Benson Ave. Unit F
 Upland, CA 91786
 LIC# 994122
 Ph: 909-931-7529

Estimate

| | |
|-----------|------------|
| Date | Estimate # |
| 5/17/2019 | 575 |

| |
|---|
| Name / Address |
| Placentia Police Dept. 401 E Chapman Ave Placentia, Ca 92870 |

| Description | Rate | Project |
|---|-------|------------------------|
| | | s/s wainscot for walls |
| | | Total |
| 50% material deposit required and progressive payments thought out progress of work. Sales Tax | 8.00% | 0.00 |
| Total | | \$31,953.00 |

JNL Stainless Inc.

725 North Benson Ave. Unit F
 Upland, CA 91786
 LIC# 994122
 Ph: 909-931-7529

Estimate

| Date | Estimate # |
|----------|------------|
| 9/6/2019 | 671 |

| Name / Address |
|---|
| City of Placentia 401 E. Chapman Ave Placentia, CA 92870 |

| Description | Rate | Project |
|---|----------|-------------------|
| | | S/S for hallway |
| | | Total |
| 18 ga s/s wainscot for main hallway as per E-mail and walk with Joel Cardenas. includes all trim and corners | 4,400.00 | 4,400.00 |
| delivery and installation (estimated 4 days) | 5,440.00 | 5,440.00 |
| 50% deposit required and balance due upon completion of work. | 0.00 | 0.00 |
| Labor Warranty is one year and Manufactured Warranty is Three years. | 0.00 | 0.00 |
| Sales Tax | 8.00% | 0.00 |
| Total | | \$9,840.00 |

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
STAINLESS STEEL WALL COVERINGS FOR POLICE FACILITY AND CITY HALL**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 24th day of September 2019 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and JNL STAINLESS INC. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of installing stainless steel wainscot in designated areas of the Police Facility and City Hall as set forth more fully in this Agreement.

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

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

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

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

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

1.0 DEFINITIONS

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

- (a) Contractor. Contractor shall mean JNL Stainless Inc. a (California corporation) located at 725 North Benson Avenue, Unit F, Upland, California, 91786.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City

Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

2.0 SERVICES OF CONTRACTOR

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

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

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

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

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall

immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Forty-One Thousand, Seven Hundred and Ninety Three Dollars (\$ 41,793.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than January 31, 2020, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Dennis Centurioni

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

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by

City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor

believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE AND INDEMNIFICATION

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

Conditions:

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

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

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

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

7.0 RECORDS AND REPORTS

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

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

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

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

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

8.0 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn: James McElhinney

To Contractor: JNL Stainless Inc.
725 North Benson Avenue, Unit F
Upland, California 994122
Attn: Dennis Centurioni

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

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

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

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or

unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. 5005

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Rhonda Shader, Mayor

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

Project No. 5005

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of
Administrative Services

Date: _____

APPROVED AS TO CONTENT:

James McElhinney, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Darin Lenyi, Chief of Police

Date: _____

Project No.

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF PERFORMANCE

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

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

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

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and

non-contributory basis with respect to any insurance or self-insurance program maintained by them.

- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference:
5005
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. 5005

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: SEPTEMBER 24, 2019

SUBJECT: **AGREEMENT WITH ALARM PROGRAM SYSTEMS, LLC FOR FALSE ALARM MANAGEMENT SERVICES**

FISCAL
IMPACT: ESTIMATED REVENUE INCREASE UNKNOWN

SUMMARY:

Placentia Municipal Code (PMC) Section 10.38.040 requires every resident or commercial business with an alarm system to obtain a permit from the Placentia Police Department. A bi-annual fee is charged to maintain the alarm permit system. This system is used to ensure updated emergency contact information for alarm systems and provides the Police Department with current alarm company information. False alarms cause a drain upon Police Department resources, so PMC Section 10.38.100 allows a fine to be charged to those alarm owners who have excessive false alarms. This fine is designed to encourage alarm owners to better maintain their systems and have procedures in place to prevent frequent false alarms. In order to adequately manage this program, it is more cost effective to contract alarm management services with a private vendor such as Alarm Program Systems, LLC. This action will consider approval of an alarm management agreement with Alarm Program Systems, LLC for false alarm management services.

RECOMMENDATION:

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

1. Approve the Alarm Management Service Agreement with Alarm Program Systems, LLC for a term of one (1) calendar year, with a renewal on the anniversary date and with four (4) additional one-year renewals, for false alarm management services; and
2. Authorize the City Administrator and/or his designee, to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

PMC 10.38.040 requires every resident or commercial business with an alarm system to obtain a permit from the Police Department. A bi-annual fee is charged to maintain the alarm permit

1. h.
September 24, 2019

system. This system is used to ensure updated emergency contact information for alarm systems and provides the Police Department with current alarm company information. False alarms cause a drain upon Police Department resources, so PMC Section 10.38.100 allows a fine to be charged to those alarm owners who have excessive false alarms to encourage alarm owners to maintain their systems and procedures to prevent false alarms. As Police Department Staff has downsized, it has become more cost effective to contract alarm management services with a private vendor. The goal of this program is to achieve the following:

- Reduce the number of false alarms and by doing so increase the amount of patrol time for our police officers.
- Ensure compliance with the City’s Alarm Permit Ordinance.
- Provide revenue to the General Fund to offset Police Department costs.

To that end, we received three (3) informal bids. All three companies offer very similar solutions and have no up-front cost to the City. All vendors offer the following: 1) a portal on the City’s website for residents and business owners to access the site to pay for fines or permits; 2) on-line programs to educate the public on ways to avoid false alarms and to maintain their alarm systems; 3) works with major alarm companies and installers and will educate them on the City of Placentia’s alarm ordinance and requirements, including the requirement for an alarm permit; and 4) offers the ability to pay by phone or mail and has the ability to answer phone calls from the public.

| VENDOR | PROPOSAL AMOUNT |
|-----------------------------|-----------------|
| *PMAM Corporation | 35% |
| Central Square Technologies | 28% |
| Alarm Program Systems | 16% |

*Current vendor has increased from 18% to 35%

Alarm Program Systems, LLC will take 16% of all alarm program revenues collected. The only amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:

1. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the City.
2. Bank fees charged by the City-approved lockbox or bank if applicable.
3. Correspondence mailing costs (envelopes and paper) including postage at first class postage rates.
4. Credit card processing fees.

What Alarm Program Systems, LLC (APS) will provide for the 16% fee:

- APS will notify households, businesses, and alarm service providers of alarm ordinance existence and requirements, using county-generated templates and language when required.
- APS will generate and issue notices, permits and billing statements; track accounts receivables; and generate reports.

- APS will collect alarm call data daily, weekly, or as otherwise required by the City and will track all alarm responses. Written notices will be sent to alarm users who generate false alarms and actively pursue those who are delinquent in making their required payments.
- APS will provide online access for households and businesses to obtain and renew alarm permits, pay false alarm fines, view their alarm activity, view the City's alarm ordinance, update account information, and review FAQ's and responses thereto. They will also provide households and businesses with the option of submitting applications and payments by mail. Submissions by mail will be delivered to a local Placentia Post Office Box maintained and managed by APS.
- APS will maintain a Toll-Free telephone number that individuals may call to speak with someone in the San Francisco Bay Area about the specific details of their bills or to ask about the alarm permit program in general. Additionally, inquiries may be submitted via email and a timely response will be delivered to each inquiry received.
- APS will provide training to Placentia employees engaged in the operation and/or oversight of Placentia's Alarm Management Program.
- APS will provide Placentia with secure, online access to alarm management information, including, but not limited to, reports produced by Placentia-defined search criteria.
- APS will produce and deliver reports to Placentia in a timely manner as required or requested by Placentia, including, but not limited to, auto-notifications.
- Placentia's system will be tailored to fit the City's specific needs and objectives and it will perform all functions necessary to satisfy same. It will acquire, access, assimilate, produce, record, and store data relevant to the operation of Placentia's Alarm Management Program. It will generate and issue notices, permits, and billing statements; track accounts receivables and account histories (including hearings and appeals), and generate reports.
- APS will generate and produce reports based upon the entry of a variety of parameters, including, but not limited to: registration number, customer name, customer address, incident type, and date, including a range of dates. The system accepts multiple search criteria, including partial and wildcard searches.

Additionally, staff conducted a reference check on Alarm Program Systems, LLC from the City of Gardena, City of Hawthorne, the Pierce County Sheriff's Department and the City and County of San Francisco, Office of the Treasurer and Tax Collector. Alarm Program Systems, LLC received favorable reviews from all the above-mentioned agencies and municipalities. Based on the proposed percentage and the reference check, Staff's recommendation is for a one (1) year contract to be awarded to Alarm Program Systems, LLC with the option to automatically renew on the anniversary date with four (4) additional one-year renewals. After five (5) years, this contract should be re-evaluated to ensure that the City is obtaining the best service possible for management of the false alarm fines and alarm permit requirements.

Prepared by:

 FOR JK

Julie Kennicutt
Senior Management Analyst

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Quote from PMAM Corporation
2. Quote from Central Square Technologies
3. Quote from Alarm Program Systems, LLC
4. Contract with Alarm Program Systems, LLC

Kennicutt, Julie

From: Megan Huovinen - PM AM <MeganH@PMAM.com> on behalf of Pankaj Kumar - PM AM <PankajK@PMAM.com>
Sent: Wednesday, August 14, 2019 10:10 AM
To: Kennicutt, Julie
Cc: Megan Huovinen - PM AM
Subject: RE: Placentia Alarm Management-New Agreement
Attachments: Placentia, CA-FAMS Agreement August 2019 Redlined.doc

Good Afternoon Julie,

Attached is an updated redlined agreement between the City of Placentia and PM AM Corporation.

There have been a few minor changes to include changing the agreement to a yearly auto renewal following the initial three year term of the agreement. We need to change the revenue share to 65% City / 35% PM AM. The increase is due in part to the revenue opportunity that exists in the City (2018 revenue was \$23,267.00) and the 19.57% increase in postage from \$0.46 in 2013 to \$0.55 in January 2019 as well as an increased cost of doing business.

Should you have any questions or concerns, I am available to discuss further.

USPS Forever Stamp Historical Prices

| Date: | Price: |
|------------------|--------|
| January 27, 2019 | \$0.55 |
| January 21, 2018 | \$0.50 |
| January 22, 2017 | \$0.49 |
| April 10, 2016 | \$0.47 |
| January 26, 2014 | \$0.49 |
| January 27, 2013 | \$0.46 |

Pankaj Kumar

CEO | PM AM CORPORATION

 972 831 7400

 www.pmam.com

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___day of ~~August~~**December**, 201~~9~~**3** by and between the City of Placentia, a Charter City and municipal corporation with its principal place of business at **401 E. Chapman Ave., Placentia, California 92870** ("City") and **PMAM a CORPORATION**, with its principal place of business at **5430 LBJ Freeway, Suite 370, Dallas, Texas, 75240** ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Alarm tracking and billing services** to public clients, and is licensed in the State of California.

2.2 Project

City desires to engage Consultant to render such services for the **City of Placentia Alarm Program** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to provide all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **professional alarm tracking and billing** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The initial term of this Agreement shall be for a period of three (3) calendar years. ~~The City reserves the option to extend this Agreement for additional two (2) year terms, or portions thereof. Upon the expiration of the Initial Term, this Agreement shall be subject to automatic extension from year to year thereafter~~

(each an "Extended Term") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least sixty (60) days prior to the expiration of the Initial Term or the Extended Term, as applicable, that such party will not further extend the term of this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor.

The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant as an independent contractor and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services and Obligations. Consultant shall perform the Services expeditiously, within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **the City Administrator** or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Consultant's Representative. Consultant hereby designates **Pankaj Kumar**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means,

methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.2.8 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.8.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated

by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.8 or any of its sub-sections.

3.2.8.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.8.1.

3.2.8.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that they are liable: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.8.1 or 3.2.8.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.8.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.8.4 Labor Certification. In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

3.2.8.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9 Insurance.

3.2.9.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.9.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.9.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.9.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.9.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its

directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.9.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.9.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.9.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.11 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed ~~40%~~ **25% of revenue** from alarm registration fees, late fees and penalties, and revenue from false alarm fines, provided, however, City shall reimburse Contractor for the cost of postage spent by Contractor on behalf of the City. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. The City shall inform in writing to Contractor, if Contractor fails to perform its duties under this agreement with a ninety (90) days window to correct the problem. Contractor shall remedy the problem within ninety (90) days from the receipt of such notices. Should Contractor fail to remedy the problem within ninety (90) days, the City may terminate this agreement.

3.4.2 City Termination. The City may terminate this agreement any time after the first twelve (12) months by giving ninety (90) days written notice to Contractor. The City shall pay all that is payable under this agreement to Contractor until the day Contractor stops providing services under this agreement.

3.4.3 Contractor's Fee Schedule. The Contractor's Fee Schedule and pricing for any and all Services to be provided by Contractor to the City under this Agreement have been set, established and agreed to be based upon the current provisions of applicable City ordinances relating to alarms. Should said ordinances change at any time during the term of this Agreement to reduce the applicable fee, fines

and charges, then the Contractor reserves the express right to enter into good faith negotiations with the City to modify the Fee Schedule and pricing accordingly. If, within thirty (30) days of notice from Contractor to the City of its desire to so renegotiate, the parties are unable to reach an agreement mutually acceptable to both parties, then Contractor reserves the right to terminate this Agreement. Said termination shall not be deemed to be a default by Contractor under this Agreement, Contractor shall be paid all fees and costs due and owing Contractor as of the date of said termination.

3.4.4 Effect of Termination. If this Agreement is terminated as provided herein, the City may require Contractor to provide all finished and/or unfinished data and other information of any kind possessed by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such information within fifteen (15) days of the request. Specifically, in the event the City shall terminate this Agreement:

- 3.4.4a All data relating to alarm permits shall be owned by the City. Upon termination of this agreement, Contractor shall deliver to the City all data in MS-SQL format.
- 3.4.4b. Contractor retains all right and title to the Application software, including but not limited to, all publication rights, all development rights, all reproductions rights, and all rights that may follow from the commercial development of the software. The City does not acquire any ownership rights to the Application software. The Software is protected in favor of PMAM, as well as any future registered trademarks, are trademarks of PMAM.
- 3.4.4c. The proprietary software is considered loaned to the City during the duration of this agreement as laid out in this contract and the City will not have any access to PMAM's proprietary software after the conclusion of the contract.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. Except as set forth herein, this Agreement does not and will not limit the City's rights to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents and data that (i) originated with City and were inputted or uploaded into Consultant's Application Software, (ii) originated with City and were submitted by City to Consultant for purposes of rendering the Services, or (iii) constitute the output generated by City through the use of Consultant's Application Software as intended ("City Documents & Data"). Consultant makes no such representation and warranty in regard to City Documents & Data which were prepared by professionals other than Consultant or provided to Consultant by City. City shall not be limited in any

way in its use of the City Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

City recognizes and agrees that except for the City Documents and Data, all right, title, and interest, including the entire copyright and/or patent in Consultant's Application Software and program code (both source and object), software, designs, inventions, and other documents or subject matter which may be prepared, procured, or produced by Consultant in the provision of the Services under this Agreement (collectively, referred to as the "Consultant Work Product") shall not constitute a work made for hire as defined under U.S. Copyright law, and that all right, title, and interest in and to the Consultant Work Product shall remain with and/or immediately vest in Consultant. To ensure that the Consultant Work Product shall remain/become the property of Consultant, irrespective of its status as a work made for hire, City assigns to Consultant all the right, title, and interest, including the entire copyright, in the Consultant Work Product, in the U.S. and throughout the World, and assigns any and all renewal and extensions of each such copyright that may be secured under the laws now or hereafter pertaining, and City shall execute at Consultant's expense, all documents reasonably required to perfect Consultant's rights.

3.5.2 Confidentiality. City agrees that Consultant's Work Product is proprietary to Consultant and has been developed as a trade secret at Consultant's expense. City, to the maximum extent permitted by law, agrees to keep Consultant's Work Product confidential and to use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of Consultant's Work Product or accompanying documentation. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

3.5.3 City Information. At all times, the Contractor shall recognize the City's sole and exclusive ownership of all documents and information provided by the City or generated by Contractor, based on information provided by the City relating to the basic and special services, and the sole and exclusive right and jurisdiction of the City to control the use of this information.

The Contractor agrees that neither it, or its employees, subsidiaries, subcontractors, agents, or parent company shall disclose confidential information, to any person or to anyone except as necessary to perform the basic and special services under this agreement, without the expressed written permission of the City or unless required to do so by law.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

PMAM Corporation
5430 LBJ Freeway, Suite 370
Dallas, Texas 75240
Attn: Pankaj Kumar

City:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, and actions that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to

indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in **Orange** County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code § 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4. Collection practices. Notwithstanding any other term or provision hereof, Consultant agrees to comply with the requirements of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. § 1692 –1692p, as amended and Rosenthal Fair Debt Collection Practices Act, California Civil Code § 1788, *et seq.*

3.6.5 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.13 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.14 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.15 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.16 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PLACENTIA
AND PMAM CORPORATION**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the
_____ day of December, 2013

CITY OF PLACENTIA

By: _____
Troy L. Butzlaff
City Administrator
(or)
Scott Nelson
Mayor

Attest: _____
Patrick J. Melia
City Clerk

APPROVED AS TO FORM:

Andrew V. Arczynski
City Attorney

**PMAM
a Corporation**

By: _____
Signature

Name (Print)

Title (Print)

By: _____
Signature

Name (Print)

Title (Print)

Exhibit A

Scope of Work and Contract Requirements

Scope of Work:

It will be the Contractor's responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. The Contractor shall develop FAMS system interface to upload data from the Placentia Police Record Management System (RMS) and Geographical Interface System (GIS) Systems as an integral part of maintaining compliance with the alarm ordinance. The Contractor shall accurately convert all pertinent data downloaded from Placentia's current primary alarm and accounts/receivable databases to populate the FAMS system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information and do not cause any disruption to the Placentia Police Departments operations.

Contractor shall provide appropriate supplies and services including but not limited to;

1. Single point of contact and daily resident assistance
2. Maintenance of databases:
 - a. Alarm permits
 - b. Permit Holders
 - c. Permit Holders with outstanding charges
 - d. Non-permitted locations with outstanding charges
 - e. Address verification database
3. Collection of payments in accordance with the rates established by the alarm ordinance
4. Performance of all the billing in accordance with Placentia's alarm ordinance, as may be amended from time to time by Placentia
5. Generation of the following reports including but not limited to:
 - a. New alarm permits issued and fees collected
 - b. Annual permit renewals billed and fees collected
 - c. Permits inactivated or revoked and reason for inactivation or revocation
 - d. Permits reinstated and reason for reinstatement
 - e. Number of false burglar alarms
 - f. Number of false burglar alarms billed and fees collected
 - g. Number of false robbery alarms

- h. Number of false robbery alarms billed and fees collected
 - i. Number of reinstatement fees billed and fees collected
 - j. False burglary and/or robbery alarms for permit owners
 - k. False burglary and/or robbery alarms for non-permitted owners
 - l. Suspension or revocation Report for permit holders as per ordinance, if applicable
6. System functionality to capture the following information:
- a. Permit number
 - b. Permit issue date
 - c. Permit expiration date
 - d. Permit type (residential / commercial)
 - e. Name of business or residential permit holder
 - f. Site
 - 1) Street address and zip code of property
 - 2) Type of property (residential / commercial)
 - 3) Telephone numbers
 - 4) Contact persons (minimum of 2) and phone number(s)
 - 5) Type of alarm system installed (burglary, panic, robbery)
 - g. Billing
 - 1) Name
 - 2) Full mailing address (includes zip code)
 - 3) Contact person and phone number(s)
 - h. Permit Holder Responsible for Alarm
 - 1) Name
 - 2) Complete mailing address
 - 3) Phone numbers
 - i. Name and telephone number of alarm monitoring company
 - j. Name and telephone number of company that installed the alarm system
 - k. Special Medical Concerns
 - l. Pet Information
7. System functionality to generate notices to alarm users without permits
8. Transfer on line and/or via magnetic media a skeleton version of entire registration database from FAMS system to RMS including the following:
- 1) Permit number (or non-permitted identifier)
 - 2) Name of permit holder
 - 3) Location of permit holder
 - 4) Permit status
 - 5) Expiration date
 - 6) Last false alarm incident date and time

- 7) Alarm type (i.e., burglar, panic, etc.)
 - 8) False alarm incident count
9. Transfer on line and/or via magnetic media incident records from RMS to FAMS including:
- 1) Incident number
 - 2) Priority
 - 3) Call code
 - 4) Disposition
 - 5) Date
 - 6) Time:
 - (a) Received
 - (b) Dispatched
 - (c) Arrived
 - (d) Cleared
 - 7) Remarks
 - 8) Site name and address
 - 9) Reportee name, address, phone number
 - 10) Dispatcher- employee number and terminal
 - 11) Phone clerk - employee number and terminal
 - 12) Cleared code and disposition (true/false)
 - 13) Officer number
 - 14) Unit(s) assigned

Collection requirements and provisions:

PMAM will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) manager for the Placentia Alarm Program Administration and Collection Service. The Contractor will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:

- 1. Bill format will provide stub or appropriate remittance form to accompany payment
- 2. Bill format, permit forms, envelopes and related correspondence will identify the location of a Contractor staffed and maintained office so the customer may have the ability to obtain direct answers to questions about their bills and related false alarm system information
- 3. All bills, correspondence and related matters will be approved by Placentia
- 4. Bills will be due in time lines specified in the ordinance and or rules and regulations as appropriate
- 5. Records of bills will be retained by Contractor to apply to Account Receivable system (A/R) to be maintained by Contractor
- 6. Contractor will develop an A/R file, which Placentia will have access to review at any time
- 7. System functionality for Placentia to print a bill for customers wishing to make

payments at the walk in cashier location(s) of Placentia and to provide on-line information to the Contractor regarding such payments so that Contractor can maintain A/R file

8. Contractor will provide the ability for customer to pay on-line, by mail and via walk-in cashier
9. Payments made by mail will be directed to a P.O. Box address in Texas maintained and managed by the Contractor
10. Contractor system will track NSF or insufficient fund check occurrences and occurrences where customer stop payments have been ordered.
11. Contractor will provide system for billing the customer for the appropriate NSF or insufficient fund check fee charges and charges for stop payment situations

Processing:

The Contractor shall provide the services covered under this agreement and Scope from its offices in Texas and make available hardware and software and services necessary to establish and provide the Alarm Program Administration and Collection Service.

Contractor's Obligation:

In addition to the above, the Contractor shall:

1. Maintain the proposed equipment, hardware, and software, documentation, and support services for the equipment installed, including the timely incorporation of all engineering changes
2. Supply Placentia with an interface document describing the type, size, location, and medium of transfer from the Placentia RMS
3. Defer to Placentia regarding the waiver of any false alarm fee incurred where there is question about the validity of any response or action taken by an employee(s) of Placentia regarding a specified alarm call
4. When possible, reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. When possible, all report searches, shall allow for multiple parameters

Training

1. The Contractor shall provide training for Placentia and Police employees. Training shall be conducted in several sessions on an as needed basis

System Coordination

1. The Contractor shall coordinate with Placentia's Finance Department, Information Services and Placentia to develop a system that will allow walk-in payments under the contract

2. The Contractor shall provide during the life of the contract on-going computer hardware, software support and maintenance to ensure uninterrupted operation. In the unlikely event of interruption, Contractor will make best efforts to restore service within seventy-two (72) hours.
3. The Contractor under this agreement shall establish and provide public education, awareness and information regarding Placentia's Alarm Management Program.

Exhibit "B"

Pricing and Receipt of Collections

This is a revenue sharing contract. The Contractor shall retain the percentages and amounts listed in the table below of all collections and remit the percentage balance and amounts listed in the table below to the City of Placentia for the total of the actual revenues generated and collected for Placentia during the life of this contract including all adjustments for:

- a. Alarm permit and renewal fees;
- b. False alarms violation fee above a mandated limit;
- c. Reinstatement fees;
- d. Late fee for false alarms, permit fees and renewal fees
- e. Other charges imposed by Placentia in relation to the Placentia Alarm Program Management and Collection Services (Except for criminal penalties)

| PLACENTIA | PMAM Corporation |
|---------------------------|---------------------------|
| 82% <u>65%</u> | 18% <u>35%</u> |

Placentia and PMAM shall share the revenue generated from fees, fines, and penalties as described above, provided, however, the City shall reimburse Contractor for the cost of postage spent by Contractor on behalf of the City. PMAM reserves the right to renegotiate this pricing should Placentia change the permit fee and/or fine schedule for the false alarm ordinance.



Prepared For:

Julie Kennicutt

Placentia Police Department

401 E. Chapman Ave.

Placentia, CA 92870

False Alarm Management Service Fee: CentralSquare will retain 28% of false alarm management revenues per the below statement of work.

Statement of Work:

The Alarm Management Services shall assist Placentia, CA in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of Placentia's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to Placentia, CA of timely false alarm information.

Quote Prepared By:

David Bateman

Account Manager

CentralSquare Technologies

321-439-6076

David.Bateman@centralsquare.com



CITY OF PLACENTIA, CA

ALARM PERMIT AND FALSE ALARM BILLING ADMINISTRATION FOR PLACENTIA, CA
SUBMITTAL DATE 08.07.2019

Alarm Program Systems LLC.
360 Civic Drive - Suite C
Pleasant Hill, CA 94523
Phone: 510-267-0414

www.alarmprogramsistemas.com

Cover Letter

Julie Kennicutt
Senior Management Analyst – Police Administration
Placentia Police Department
401 E. Chapman Ave., Placentia, CA 92870
(714) 993-8200
jkennicutt@placentia.org

Alarm Program Systems LLC. [APS] is pleased to submit our proposal to provide the City of Placentia with complete alarm program administration services to support the False Alarm Reduction Ordinance.

All information and data submitted in this proposal is true and complete.

APS has a Customer Relationship Management [CRM] solution unparalleled in the industry today. We service eighteen agencies across the country, including the City and County of San Francisco, CA and we were recently selected by Colorado Springs, CO. We are headquartered in the San Francisco Bay Area.

Our firm has become a popular solution for law enforcement agencies who have chosen to implement a true CRM solution beyond simply invoicing and billing. The APS application is built on the Salesforce.com platform, which enables collaboration, integration and automation between business units, applications across multiple departments, and connections to Facebook and Twitter—creating a Police Department and citizen engagement solution.

Current customers have been able to lower agency costs, increase program revenues, and reduce false alarms, while also freeing up time for officers and staff to focus on more important public safety business matters than responding to false alarms.

We are an innovative, dynamic, and driven team with years of project management and alarm ordinance management experience. APS is confident that our solution will meet and exceed the requirements as defined by Placentia. Our solution will help drive and improve Placentia's revenue goals by maintaining complete visibility over the permitting and renewal processes, while also reducing false alarm calls to the Placentia Police Department.

APS has proven experience, great references and a solid platform from which to service Placentia. We look forward to a successful implementation with Placentia, and to providing a secure web-based application; efficient management for accurate billing; superior accounting services for registrations and false alarm fees; and professional customer support services for residents and businesses. Our solution is 100% web-based and powered by a world class technology stack. All program information is accessible in real time, by any device. There are no implementation fees, hardware or software capital investments needed – only an up-to-date version of the Google Chrome web browser is required.

This proposal is valid for 120 calendar days from the date of submittal. We look forward to working with the City of Placentia.

Jim Huchingson
President

Alarm Program Systems LLC.
360 Civic Drive, Suite C
Pleasant Hill, CA 94523
jim@alarmprogramsystems.com

Company Profile

Alarm Program Systems LLC. (APS) was founded in 2012 and is a California established LLC. APS is headquartered in the San Francisco Bay Area – Pleasant Hill, CA.

In March of 2016, APS acquired CitySupport LLC.

APS has over 20 years of experience with Salesforce.com building, supporting and running re-occurring revenue programs for some of the leading technology companies in the world.

We have a deep background in scaling support organizations, project management, process design, data management and licensing applications.

APS has built strong industry partnerships with Law Enforcement and Alarm Industry Advocacy Groups.

Our goal is to be the #1 vendor and partner for Alarm Ordinance Management across the Country.

APS has a 100% customer satisfaction rate and customer success is our #1 goal. Providing world class customer support to our partner agencies and to their alarm users is how we measure success.

Developing our solution on the Salesforce.com platform has enabled APS to leverage its deep history in collaboration and working as an outsourced partner to implement a Customer Relationship Management – Citizen Engagement solution.

The APS application is a 100% web-based, secure application built from the ground up on a technology stack unparalleled in the industry today leveraging the following applications:

- Salesforce.com
- Heroku
- Google Apps
- Amazon AWS
- Zendesk
- Stripe
- Slack



Solution Overview

- We shall, consistent with Placentia's current alarm ordinance as amended from time to time, provide, operate, and maintain Placentia's Alarm Management Program. More specifically, we shall develop, provide, operate, and maintain the systems necessary to communicate with Placentia's designated officials, Alarm Companies, Police Department, and those members of its citizenry affected by the alarm ordinance.
- We will notify households, businesses, and alarm service providers of alarm ordinance existence and requirements, using county-generated templates and language when required.
- We will generate and issue notices, permits and billing statements; track accounts receivables; and generate reports.
- We will collect alarm call data daily, weekly, or as otherwise required by Placentia and we will track all alarm responses. We will provide for a secure, encrypted transmission of this data, which is processed within one hour of receipt.
- We will perform billing and payment collection functions consistent with the terms of Placentia's alarm ordinance. We will send written notice to alarm users who generate false alarms and actively pursue those who are delinquent in making their required payments.
- We will provide online access for households and businesses to obtain and renew alarm permits, pay false alarm fines, view their alarm activity, view Placentia's alarm ordinance, update account information, and review FAQ's and responses thereto. We will also provide households and businesses with the option of submitting applications and payments by mail. Submissions by mail will be delivered to a local Placentia Post Office Box maintained and managed by APS.
- We will maintain a Toll-Free telephone number that individuals may call to speak with someone in the San Francisco Bay Area about the specific details of their bills or to ask about the alarm permit program in general. Additionally, inquiries may be submitted via email and a timely response will be delivered to each inquiry received.
- We will provide training to Placentia employees engaged in the operation and/or oversight of Placentia's Alarm Management Program.
- We will provide Placentia with secure, online access to alarm management information, including, but not limited to, reports produced by Placentia-defined search criteria.
- We will produce and deliver reports to Placentia in a timely manner as required or requested by Placentia, including, but not limited to, auto-notifications.

Placentia

- Our system will communicate with the City of Placentia (as well as any other department necessary) for the effective performance of Placentia's Alarm Management Program.
- Our system will be tailored to fit Placentia's particular needs and objectives and it will perform all functions necessary to satisfy same. It will acquire, access, assimilate, produce, record and store data relevant to the operation of Placentia's Alarm Management Program. It will generate and issue notices, permits and billing statements; track accounts receivables, account histories (including hearings and appeals); and generate reports.
- Our application is built on the latest technology available, which has made integrating with CAD vendors a seamless process. We process 75+ false alarm records each day for San Francisco in real time.
- Our system is capable of generating and producing reports based upon the entry of a variety of parameters, including, but not limited to: registration number, customer name, customer address, incident type, and date, including a range of dates. Our system accepts multiple search criteria, including partial and wildcard searches.
- We maintain our equipment in good working order and we take all reasonable steps to protect our system against infection or corruption to ensure uninterrupted operation of Placentia's Alarm Management Program.

Scope of Services

Customer Service

APS has a diverse collection of expert customer support professionals with a proven capacity to drive program revenue and false alarm reduction. From our project managers to our customer support staff, we employ only the most qualified individuals in the industry. We invest heavily in initial and ongoing training to maintain competency in support strategies, industry issues, client products and services, and general communication skills.

The training is comprised of four components:

- **Ordinance-Specific Training:** Revenue events and triggers, policy guidelines and fee schedules.
- **Customer Support Training:** Common objection handling review, FAQs and Placentia program review enhances team communication and collection skills.
- **Community Awareness Training:** Our customer support team will review and disseminate all current community affairs and Law Enforcement news in Placentia on a daily basis to ensure our staff can understand and communicate effectively with the residents of Placentia.
- **Continued and Ongoing Training:** Our team's practical hands-on support experience is a great resource for improving the process and identifying ways to maximize false alarm reduction for our clients. We provide monthly "Leadership Lunches" with industry experts and support trainers from around the country.

The APS staff will be available to assist citizens and business owners and to answer program and billing questions via access to a Toll-Free telephone number, chat and email. The APS customer service team will be available from 8am – 5pm PST, Monday through Friday, excluding major national holidays. An integrated voice response [IVR] and voice mail system will be enabled and customized for the use of Placentia's false alarm management program, including customer greetings and call routing. All calls not handled in real time will be returned within 24 hours from receipt. We can fully support an integrated customer support model whereby APS and Placentia personnel collaborate and contribute together, not just in answering calls but for all program functions. The majority of requests are handled within 60 minutes or less.

Additionally, our application infrastructure is based on the core customer relationship management principles. Accurate record keeping, familiarity with local issues and multiple communication channels phone, email and chat are key components to resolving customer inquiries.

The APS Customer Service Team is kept up-to-date with security industry and agency relevant news through a dynamic feed straight into the APS application.



APS uses Zendesk to track and manage all customer support interactions. All requests are logged and closed through Zendesk. Zendesk is a San Francisco based company and is regarded as the premiere Customer Support Application worldwide.

Zendesk scores highest in business to consumer use case in Gartner's December 2017 Critical Capabilities for the CRM Customer Engagement Center.

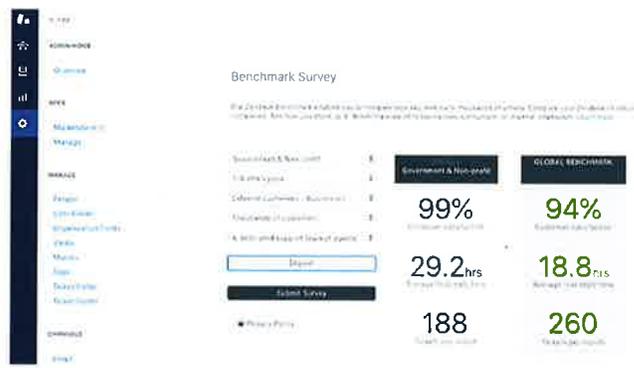
| Views | All unsolved tickets | Requester | Received | Priority | Updated |
|--------------------------|----------------------|-----------|----------|----------|---------|
| Your unsolved tickets | 1 | | | | |
| Unassigned Tickets | 3 | | | | |
| All unsolved tickets | 8 | | | | |
| Recently created tickets | 29 | | | | |
| Pending tickets | 1 | | | | |
| Recently solved tickets | 80 | | | | |
| Suspended tickets | 10 | | | | |
| Ordered tickets | 32 | | | | |
| More | | | | | |

All of our agent transactions and communications with Placentia residents can be reported on and exported into MS Excel.



Customer Satisfaction and Measurement

All customer service interactions are tracked, measured and Zendesk provides the capability for APS to conduct customer satisfaction surveys.



Alarm Permitting, Renewal & Suspension

APS automates the entire process for generating permits, renewal notices and revocation notices. Permits and the related invoices are created automatically from the <https://Placentia.citysupport.org> website or alarm company roster and false alarm import files when the address is not matched to a current permit. Once the permit is created, APS time stamps and tracks every interaction with the record, including items like: status, status change date, total number of false alarms, total number of invoices sent, all fee notification history, permit renewal and expiration dates. Workflow rules are set with each field to create any number of automated actions based on the time stamp or value change. For example, 45 days from expiration date, renewal notice invoices are automatically generated. All invoices are attached as links to the permit record and can be viewed at any time.

Sample Permit Record in APS

The screenshot displays the APS user interface for a permit record. The top navigation bar includes 'APS USER' and various menu options like Home, Chat, Alerts, Contacts, Reports, Dashboards, Licenses, Billing Activities, Invoices, False Alarms, Alarm Company Roster Batches, and OASIS Activity Batches. The main content area is divided into several sections:

- Permit Details:** Shows permit information for address 15-066535, including permit number 11118-2018, expiration date 11/18/2018 11:29 AM, and various status and fee information.
- Billing Activities (6+):** A table listing billing events with columns for amount, date, and status.
- Invoices (6+):** A table listing generated invoices with columns for invoice number, date, and amount.
- False Alarms (6+):** A table listing false alarm incidents with columns for date, time, and status.
- Notes & Attachments (6+):** A section for user notes and document attachments.
- Emergency Contacts (0):** A section for emergency contact information.
- Alarm Company Roster Batches (0):** A section for alarm company roster batch information.
- OASIS Activity Batches (6+):** A table listing OASIS activity batches with columns for amount, date, and status.
- Contact Details:** Information about the permit holder, including name, address, and phone number.
- Chat:** A chat window on the right side of the interface.

Alarm User Web Portal

APS has a Web builder portal admin application to make any and all content changes quickly. Our website portal is built with the latest technology stack and is mobile-friendly for alarm users to interact with on any device or desktop. Alarm users can manage all of their permit and false alarm history in addition to paying fees online. Alarm users can also print a copy of their alarm permit from the web portal.

Culver CITY

Overview

Account Overview



Account Info

Pay Invoices

Print Permit

Log Out

\$355.00

Account Balance Due

Permit # 15-069778
Alarm Company STANLEY Convergent Security Solutions, Inc.
Status Permitted
Expiration Date 2019-10-20
Alarm Location BIG LOTS
5587 SEPULVEDA BLVD
CULVER CITY, CA 90230-5513

Recent Account Activity

| Activity Type | Invoice Date | Incident Date | Status | Amount |
|---------------|--------------|---------------|--------|----------|
| False Alarm | 2019-01-28 | 2019-01-21 | Paid | \$235.00 |
| Permit | 2018-09-08 | - | Paid | \$18.00 |
| False Alarm | 2018-05-28 | 2018-05-26 | Paid | \$235.00 |
| False Alarm | 2018-05-22 | 2018-05-16 | Paid | \$235.00 |
| False Alarm | 2018-05-15 | 2018-05-11 | Paid | \$235.00 |

Culver CITY

Overview

Account Information



Account Info

Pay Invoices

Print Permit

Log Out

Permit Information

Permit # 15-069778

Alarm Company STANLEY Convergent Security Solutions, Inc.

Delivery Preference Mail

Contact Information

Name Accounts Payable Store #4166

Alarm Location Address BIG LOTS
5587 SEPULVEDA BLVD
CULVER CITY, CA 90230-5513

Permit Status Permitted

Expiration Date 2019-10-20

✉ wfxpenseinvoice@biglots.com
☎ N/A
📄 N/A

Alarm Billing Address Big Lots
4900 E DUBLIN GRANVILLE RD
COLUMBUS, OH 43081-7651

[Edit Account Information](#)

Electronic Billing

The APS application can track alarm user notification preferences such as mail, email or both mail and email correspondence. All email communication templates are stored and managed within the APS application.

License 15-066535

| | |
|---|---|
| Police Department CULVER CITY POLICE DEPARTMENT | Permit Date 11/18/2018 11:19 AM |
| License Number 15-066535 | Permit Expiration Date 11/18/2019 |
| PW AL01070 | License Status Permitted |
| Billing Contact False Alarm Department | Previous Status Unpermitted |
| Billing Contact Phone Number (312) 954-2529 P | Last Status Change 11/21/2016 2:26 PM |
| License Type Commercial | Suspended Age (days) |
| Cancellation Date | Suspension Date |

| | |
|--|---|
| Last Reconciliation Date 9/14/2016 1:20 AM | Last False Alarm 8/18/2018 6:57 AM |
| Number of False Alarms 25 | Total Invoiced \$2,279.00 |
| Unmatched | Amount Paid \$2,279.00 |
| 30 Day Wave Qualification | Total Invoiced (outstanding) \$0.00 |
| | Outstanding Permit Balance \$0.00 |
| | Payments Pending Processing \$0.00 |
| | Last Billing Date 10/9/2018 |

Alarm Company
ADT SECURITY SERVICES

Permit Added
11/18/2017 11:19 AM

Latest False Alarm Invoice
8/21/2018 7:13 PM

Latest Permit Invoice
10/5/2018

Go Paperless (email selection on 10/23/2018)
Invoice Delivery Preference: Email
Invoice Delivery Preference set on 10/23/2018 9:24 AM

Billing Activities (6+)

| BILLING ACTIVITY NAME | AMOUNT |
|-----------------------|----------|
| BA 0216093 | \$18.00 |
| BA 0186818 | \$18.00 |
| BA 0172126 | \$235.00 |
| BA 0171877 | \$235.00 |
| BA 0091734 | \$488.00 |
| BA 0090462 | \$240.00 |

Invoices (6+)

| INVOICE NUMBER | PERMIT BILLING YEAR |
|----------------|---------------------|
| INV 18 910664 | 2018 |
| INV 18 803301 | |
| INV 17 855528 | 2017 |
| INV 17 829010 | |
| INV 17 627604 | |
| INV 16 485176 | |

False Alarms (6+)

| FALSE ALARM NUMBER | EVENT DATE/TIME |
|--------------------|---------------------|
| 20180820 113719 | 8/18/2018 6:57 AM |
| 20170228 219024 | 2/23/2017 11:06 PM |
| 20170214 235101 | 2/9/2017 4:24 AM |
| 20161026 173982 | 10/17/2016 11:45 PM |
| 20161026 173981 | 10/17/2016 10:24 PM |
| 20160928 172800 | 9/25/2016 6:14 PM |

Classic Email Templates

HTML Email Template: **Paperless - Culver**

Preview your email template below:

Email Template Detail

| | |
|--|---|
| <p>Field: Go Paperless</p> <p>Email Template Name: Paperless - Culver</p> <p>Template Unique Name: Paperless - Culver</p> <p>Content: Go Paperless</p> <p>Email Layout: Email Form Letter</p> <p>Encoding: Content: US 3 Western Europe (ISO 8859-1) ISO-LATIN-1</p> <p>Author: ADT Alarm Company</p> <p>Created By: ADT Alarm Company</p> | <p>Edit Properties Edit HTML Version Edit Text Version Delete Clone</p> <p>Available For Use: <input checked="" type="checkbox"/></p> <p>Last Used By: ADT Alarm Company</p> <p>Times Used: 4442</p> <p>Workflow ID: ADT Alarm Company</p> |
|--|---|

Email Template

Subject: Culver City Police Department - Alarm Permit Expiring Billing Notice

HTML Preview



**POLICE DEPARTMENT
CITY OF CULVER CITY**

ALARM
BUREAU

Alarm Permit - Electronic Billing

Hello **{Contact.FirstName}** **{Contact.LastName}**,

{License.c.Name}
{License.c.Location.Address.c}

We are excited to introduce a new paperless invoicing process for added convenience and flexibility for you.

Please help us reduce our environmental footprint by allowing us to send you your Permit Renewal and False Alarm Notices via email instead of regular mail. The transition is quick and easy and only requires one click of your mouse to confirm your delivery preference (See options below.)

[EMAIL](#)
[USPS MAIL](#)

No more paper, no more stamps, or snail-mail headaches. We are looking forward to the transition and hope you will enjoy the simplified process as well! There is no transaction fee for online payments and we do not store any credit or debit card data.

In order to keep our email notices out of your spam filter please add subzscvca@citysupport.org to your "Approved Sender List".

Thank You.

Sample Registration, Renewal Notice



SCOTT BIXBY, Chief of Police

**POLICE DEPARTMENT
CITY OF CULVER CITY**

ALARM
BUREAU

CHASE BANK
FALSE ALARM DEPARTMENT
10 S DEARBORN - 1L1-0375
CHICAGO, IL 60603

| | |
|------------------|---------------------|
| Permit Number | 15-066535 |
| Permit Status | Permitted |
| Permit Exp. Date | 11/18/2018 |
| | CHASE BANK |
| Alarm Location | 5670 SEPULVEDA BLVD |

FEE NOTICE

Date: 10/9/2018

Culver City, CA Ordinance 11.04 governs the use of Alarm Systems and it assesses fees for alarm permits, permit renewals and false alarms. The Culver City Police Department has been informed that your address has a monitored alarm system and the following fees are now due.

| INVOICE | FEE TYPE | INVOICE DATE | INCIDENT DATE | FEES | PENALTIES | AMOUNT PAID | AMOUNT DUE | DUE DATE | STATUS |
|---------------|-------------|--------------|-------------------|---------|-----------|-------------|------------|-----------|-------------|
| INV-18-803301 | False Alarm | 8/21/2018 | 8/18/2018 6:57 AM | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 9/20/2018 | Payment Due |
| INV-18-810464 | Permit 2018 | 10/5/2018 | | \$18.00 | \$0.00 | \$0.00 | \$18.00 | 11/4/2018 | Payment Due |

Total Amount Due: \$18.00

Questions about your bill?
Phone: (310) 736-6471
Monday – Friday 9am-5pm PT
Email: culvercityca@citysupport.org
Web: <https://culvercity.citysupport.org>

If there is no longer active alarm service in your name at this location please notify us in writing by sending an email to culvercityca@citysupport.org with the date of cancellation and the alarm company of record.

Permitted users may attend alarm school to have the second false alarm charge waived. Please visit <https://culvercity.citysupport.org/alarm-school> to learn more. Thank you for your cooperation, Scott Bixby Chief, Culver City Police Department.

Online Payment:

To manage your account online, make a payment with a credit or debit card, or to obtain more information about the Culver City, CA Alarm Ordinance go to <https://culvercity.citysupport.org> and select "My Account".



Username: 15-066535 Password: ALI1070

Payment by Mail

Cut off this portion of the notice and send along with check or money order for the full amount payable to **Culver City Alarm**. Please include your permit number on your check. *Payments will not be accepted at City Hall or Culver City Police Department – all payments must be sent to:*

Culver City Police Department
Alarm Unit
PO Box 3153
Culver City, CA 90231

All accounts past due will be charged a \$15.00 late fee. Delinquent balances will be forwarded to collections.

| Name | Alarm Company | Email Address |
|------------------------|-----------------------|------------------|
| Chase Bank | | |
| False Alarm Department | ADT SECURITY SERVICES | |
| Permit Number | Permit Type | Amount Due |
| 15-066535 | Commercial | \$18.00 |
| Alarm Location | Phone Number | Permit Exp. Date |
| 5670 SEPULVEDA BLVD | (312) 954-2529 P | 11/18/2018 |

False Alarm Tracking and Billing

APS creates a list of related false alarms to each permit. APS captures all relevant fields and data from the original CAD record supplied by the Police Department. The false alarm count automatically adjusts every time a new false alarm record is added and according to the specific false alarm count rules and term for the specified agency.

False Alarms (6+)

| FALSE ALARM NUMBER | EVENT DATE/TIME | FALSE ALARM COUNT | DISPO | |
|---------------------------------|---------------------|-------------------|-------|---|
| 20180820-313719 | 8/18/2018 6:57 AM | 1 | | ▼ |
| 20170228-239024 | 2/23/2017 11:06 PM | 7 | 3 | ▼ |
| 20170214-238101 | 2/9/2017 4:24 AM | 6 | 3 | ▼ |
| 20161026-173982 | 10/17/2016 11:45 PM | 5 | 3 | ▼ |
| 20161026-173981 | 10/17/2016 10:24 PM | 4 | 3 | ▼ |
| 20160928-172806 | 9/25/2016 6:14 PM | 3 | 3 | ▼ |

[View All](#)

APS runs the false alarm invoicing job once per week, which looks for false alarm records on all permits that do not have an associated invoice. If there is no invoice, APS automatically creates a new invoice associated with the false alarm and with the corresponding amount based on the assigned false alarm count and the relevant fee table for the agency.

Fee Schedules (6+) New

| Fee Schedule Name | Type | Amount |
|-------------------------|----------------------------|----------|
| FS 0019 | Unpermitted False Alarm 5+ | \$235.00 |
| FS 0106 | Unpermitted False Alarm 4 | \$235.00 |
| FS 0018 | Unpermitted False Alarm 3 | \$235.00 |
| FS 0017 | Unpermitted False Alarm 2 | \$235.00 |
| FS 0016 | Unpermitted False Alarm 1 | \$235.00 |
| FS 0015 | Renewal Permit | \$18.00 |

[View All](#)

Invoices (6+) New

| Invoice Number | Permit Billing Year | False Alarm Event Date/Time | Invoice Date |
|-------------------------------|---------------------|-----------------------------|--------------|
| INV 18 810464 | 2018 | | 10/5/2018 |
| INV 18 803301 | | 8/18/2018 6:57 AM | 8/21/2018 |
| INV 17 655126 | 2017 | | 10/5/2017 |
| INV 17 629010 | | 2/23/2017 11:06 PM | 3/3/2017 |
| INV 17 627604 | | 2/9/2017 4:24 AM | 2/15/2017 |
| INV 16 485176 | | 10/17/2016 11:45 PM | 10/26/2016 |

[View All](#)

Appeals Support

The APS application manages the entire appeals process online; no more sending cumbersome MS Excel files back and forth. We enable a list view that can be accessed by defined users and collaborated on in real time. All relevant details are extracted, hosted and can be accessed by any mobile device: alarm activation information, license account information and payment history. Placentia can check the APS application on any interval to see the latest resident appeals and collaborate or participate in any decisions.

ACTIVE APPEALS

| ID | PERMIT NUMBER | PERMIT TYPE | LOCATION | STATUS | DATE | AMOUNT | DATE | DATE |
|----|---------------|----------------|----------------------|--------|------------|-------------|------------|------------|
| 1 | 10225106 | Business Alarm | LEATHER CENTER | APPEAL | 10/11/2018 | \$10,151.00 | 11/17/2018 | 10/12/2018 |
| 2 | 10225106 | Business Alarm | EL CERRILLO HIGH SCH | APPEAL | 10/11/2018 | \$1,000.00 | 11/17/2018 | 10/12/2018 |
| 3 | 10225106 | Business Alarm | HARTING ELEMENTARY | APPEAL | 10/11/2018 | \$1,000.00 | 11/17/2018 | 10/12/2018 |
| 4 | 10225106 | Business Alarm | NEW YORK UNIVERSITY | APPEAL | 10/11/2018 | \$1,000.00 | 11/17/2018 | 10/12/2018 |

False Alarm Reduction

The primary focus of any false alarm program is to reduce false alarms and create awareness in the community of the ordinance and its goals. APS publishes a weekly top offenders list so our customer support staff is aware of all locations that are the most frequent abusers.

The APS customer support team conducts outreach campaigns via email and phone to contact the highest false alarm count locations to help educate alarm users on how to avoid future false alarms and financial liabilities.

APS is proud to offer the premiere Online Alarm School in the industry. Alarm School Online is committed to reducing the number of false alarms by working with local law enforcement, municipalities and alarm monitoring companies to educate alarm users. Interactive, educational, and user-friendly, Alarm School Online empowers alarm users so they are never the cause of a false alarm dispatch. By completing the course, the alarm users can be proud of doing their part to reduce false alarm calls in their area. www.alarmschoolonline.com.



Dashboards and Reporting

There are a number of reports and dashboards pre-configured that can be accessed through the portal logins. Underlying each dashboard component is a report which can be manipulated to change the filter criteria if needed and downloaded to .XLS or .CSV file formats, if required. There are no charges for incremental report building and/or modifications. APS can configure an unlimited number of false alarm reports based on all available CAD fields for analysis, and all can be accessed in real time from any device.





Financial Reports

Each day's transactions are logged and audited, and the APS application can produce a variety of reports across any time frame needed. Each line item transaction has an associated payment batch audit record for reconciliation.

| Payment Batch Audit ID | Transaction Code | Process Date Text | License Number | Statement ID | Payment Amount | Effective Payment Date Text | Consolidation Date Text | Batch ID | Sequence Number | Error Resolved | SFDC Processed Time |
|---|------------------|-------------------|----------------|--------------|----------------|-----------------------------|-------------------------|----------|-----------------|--------------------------|---------------------|
| Payment Response: Operation Successful (46 records) | | | | | \$28,430.00 | | | | | | |
| 1130 | 213 | 2015-07-27 | 08017388 | 15000902 | \$100.00 | 2015-07-27 | 2015-08-05 | 879199 | 1 | <input type="checkbox"/> | Aug 6 2015 10:00AM |
| 1132 | 213 | 2015-07-27 | 03000683 | 15001267 | \$250.00 | 2015-07-27 | 2015-08-05 | 940756 | 1 | <input type="checkbox"/> | Aug 6 2015 10:00AM |
| 1133 | 213 | 2015-07-27 | 03000665 | 150008398 | \$100.00 | 2015-07-27 | 2015-08-05 | 940757 | 1 | <input type="checkbox"/> | Aug 6 2015 10:00AM |

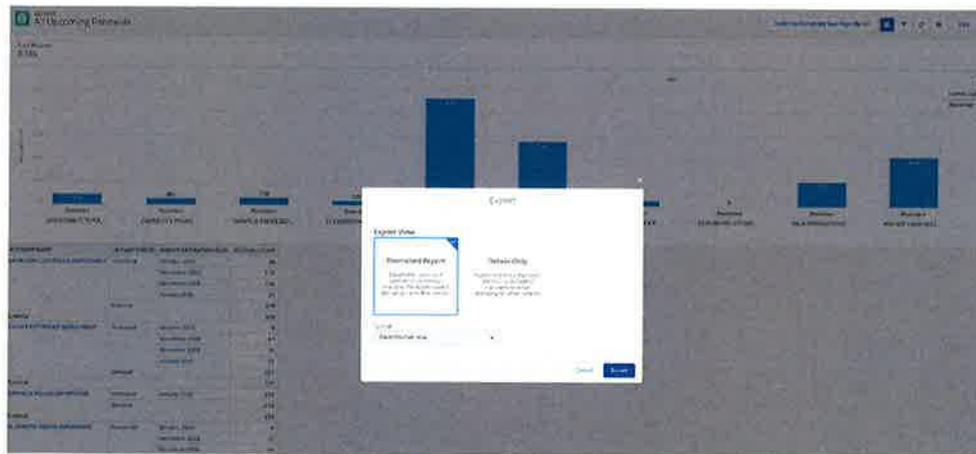
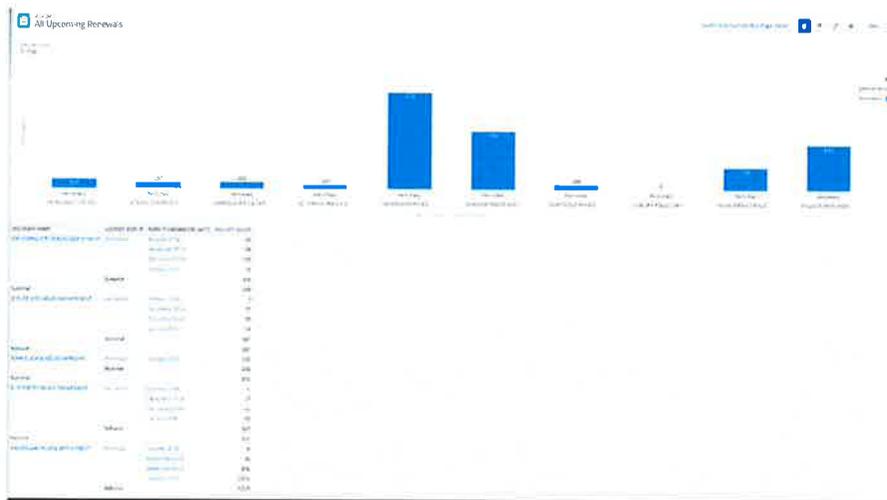
Payment Batch Audit
1130
[Back to List: Pass Alerts](#)

Payment Batch Audit Detail Edit Delete Close

| | |
|-----------------------------|-----------------------------|
| Transaction Code | 6130 |
| Transaction Code | 219 |
| Process Date Test | 2019-07-27 |
| Invoice Number | 28217988 |
| Statement ID | 152000292 |
| Payment Amount (Dart) | 100.00 |
| Effective Payment Date Test | 2019-07-27 |
| Consolidation Date Test | 2019-08-05 |
| Batch ID | 070-90 |
| Sequence Number | 8 |
| Payment Response | Operation Successful |
| MDC Processed Time | Aug 6 2019 10:00AM |
| Payment Amount | \$500.00 |
| Error Resolved | |
| Notes | |
| WAUSAU ID | 1130 |
| Created By | APS Admin 8/6/2019 10:00 AM |

Edit Delete Close

All reports can be easily exported to MS Excel



Top Offenders List

Another frequently viewed dashboard report that is exported by our partner agencies is the "Top Offenders" list.

Culver City Top False Alarm Offenders

| Location Address | Record Count |
|-------------------------|--------------|
| 10724 WASHINGTON BLVD | 1 |
| 11140 JEFFERSON BLVD | 1 |
| 11194 WASHINGTON PL | 1 |
| 11264 PLAYA CT | 1 |
| 11918 W WASHINGTON BLVD | 1 |
| 200 CORPORATE PT | 1 |
| 3578 HAYDEN AVE | 1 |
| 4130 SEPULVEDA BLVD | 1 |
| 4155 SEPULVEDA BLVD | 1 |
| 4650 OVERLAND AVE | 1 |
| 5899 GREEN VALLEY CIR | 1 |
| 5987 WRIGHTCREST DR | 1 |
| 6001 BRISTOL PKWY | 1 |
| 6200 SALUSON AVE | 1 |
| 6221 BRISTOL | 1 |
| 8432 STELLER DR | 1 |
| 8559 HIGUERA ST | 1 |
| 8586 WASHINGTON BLVD | 1 |
| 8620 HAYDEN PL | 1 |
| 8680 HAYDEN PL | 1 |
| 8810 WASHINGTON BLVD | 1 |
| 9523 CULVER BLVD | 1 |
| 9937 JEFFERSON BLVD | 1 |

Month-End Remittance Process

APS and Placentia will reconcile the previous month's deposits and online transactions on the first of each month. Based on these monthly reports, APS will invoice showing our fee calculation against all revenues collected. Once the invoice is approved, an ACH request would be made and funds deposited to the Placentia designated bank via Bill.com. The monthly reconciliation report can be tracked in real time from the Placentia dashboard page in the APS application and exported to Excel at any time.

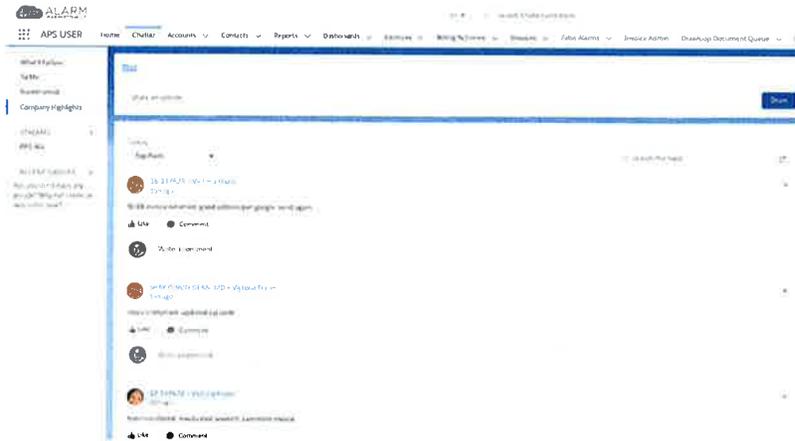
Month End Culver Finance Details

| Item | Sum of Amount Paid |
|--------------------------------------|--------------------|
| Renewal Permit | \$5,320 |
| Permitted False Alarm 3 | \$2,820 |
| Permitted False Alarm 2 | \$1,560 |
| Permitted False Alarm 4* | \$1,410 |
| Unpermitted False Alarm 1 | \$705 |
| Late Fee | \$498 |
| New Permit | \$486 |
| Permitted False Alarm 4 | \$470 |
| Unpermitted False Alarm 2 | \$385 |
| False Alarm | \$185 |
| Non-licensed Alarm - False Alarm Fee | \$120 |
| | \$13,959 |

[View Report \(Month End Culver Finance Details\)](#)

Agency Collaboration – Read/Write Access & Chatter

Connect all program stakeholders with files, data, and read/write access to all Placentia records — anywhere, anytime and from any device. Follow specific posts and actions of program staff internal to APS and externally from Placentia. Connect, engage, and motivate staff with a Facebook-like timeline and history to work efficiently, regardless of their roles or locations. Collaborate on false alarm appeals, service cases, campaigns, and collections. Users of APS can subscribe to certain topics, groups or posts by users to stay up-to-date on all citizen interactions.



Pierce County
FYI--I will be out of the office tomorrow Friday 2/15. Monday 2/18 is President's Day Holiday and all County offices will be closed. I will be back to work Tuesday 2/19.
I truly appreciate your help every day!!
Diana McInelly · Pierce County
Comment · Like · Share · February 14, 2019 at 2:10 PM

18-234024 — Lisa Baxter
ZENDESK: 14438, appealing, ...see activity @Pierce County
Comment · Like · Edited February 20, 2019 at 1:58 PM

Pierce County
Thank you Lisa, hoping to get to appeals soon—still cleaning up emails and phone calls from being out of the office. 😊
Diana
Like · February 20, 2019 at 2:08 PM

Lisa Baxter
I know, I know! No rush...so many calls!
Like · February 20, 2019 at 2:28 PM

Pierce County
😊 All of you are awesome! I so appreciate your help and support, especially right now with all the start up!
Like · February 20, 2019 at 2:45 PM

Write a comment...

Alarm Company Management

APS works closely with all alarm companies to receive roster batch files and quarterly updates on additions and deletions. We have built strong relationships with the major regional and local alarm companies in addition to the larger national alarm companies.

The APS application tracks all alarm company details and news.

The screenshot shows the account details for ADT Security Services. The account owner is APS Admin, and the account name is ADT SECURITY SERVICES. The contact name is Jackie Hoyo, and the email is jhoyo@adt.com. The account record type is Alarm Company, and the phone number is (760) 325-2353. The parent account is also listed as ADT SECURITY SERVICES. The alarm company roster is checked, and the false alarm billing logic is set to False-Alarm Billing Logic. The maximum false alarms are also specified.

All alarm company roster files are imported and an Alarm Company Roster Batch record is created with the date of import and all of the relevant details that were updated with each matched record. All non-matched addresses get permits and invoices created on import for outreach via email or mail.

The screenshot shows the details for an Alarm Company Roster Batch with ID ACRB-18911. The batch name is ACRB-18911. The location is 1208 N. GERRITO ST, EL CERRITO, CA 94530. The police department is EL CERRITO POLICE DEPARTMENT. The alarm company is ADT SECURITY SERVICES. The license number is 17-149134. The business name is Resursera. The contact information includes the email odsmas@resursera.com and the phone number (310) 560-0849. The location address is 1208 N. GERRITO ST. The batch was created by Terrence Hanks on 5/31/2017 at 11:22 AM. The last modified by is Terrence Hanks on 5/31/2017 at 11:22 AM.

Using the Alarm Company Self-Service Portal alarm companies will be able to access, view and manage their Placentia alarm accounts online.



Please Sign In

Jim@alarmprograms.com

Log Into Portal

Remember me?

[Forgot your password?](#)



Signed in successfully.

City Management

Select one of your active cities below.

City Of Rockford

Culver City

Darville



Once logged in Alarm Companies can view and print any open invoices for enhanced call confirmation fees, failure to report new install and etc.

City Support .com

Manage Residential: 8

Manage Commercial: 0

Manage Government: 0

Manage Permit: 0

Open Invoices

| Number | Status | Total | Paid | Due |
|------------------|-------------|---------|--------|------------|
| AC-INV-19-006648 | Payment Due | \$50.00 | \$0.00 | 2019-02-31 |
| AC-INV-19-005830 | Payment Due | \$0.00 | \$0.00 | 2019-02-31 |

Open Invoices

| Number | Status | Total | Paid | Due |
|------------------|--------|----------|---------|------------|
| AC-INV-19-000006 | Draft | \$45.00 | \$0.00 | 2019-01-08 |
| AC-INV-19-000007 | Draft | \$500.00 | \$15.00 | 2019-02-28 |

Invoice Overview

| | Amount |
|-------|------------|
| Total | \$6,370.00 |
| Paid | \$15.00 |
| Due | \$6,355.00 |

Company Information: ZZZZ BEST ALARMS - TEST

Alarm Companies can download and manage their customer rosters, inactivate permits and create new permits.

City Support .com

Alarm Roster

| Number | Type | Address | City | Status |
|-----------|-------------|---------------------------------------|---------------|-----------|
| 19-280468 | Residential | 195 HWY LEXINGTON ST 3, #23 | | Permitted |
| 19-296032 | Residential | 195 LEXINGTON ST | San Francisco | Permitted |
| 19-286534 | Residential | 195 LEXINGTON ST | San Francisco | Permitted |
| 19-296035 | Residential | 195 LEXINGTON ST | San Francisco | Permitted |
| 19-296036 | Residential | 195 LEXINGTON ST | San Francisco | Permitted |
| 19-296712 | Residential | 789 Solana drive 786 SOLANA DRIVE APT | ROCKFORD | Permitted |
| 18-217880 | Residential | 320 SOUTH AVE | ROCKFORD | Permitted |
| 18-225870 | Residential | 1613 8TH ST | ROCKFORD | Permitted |

Download Roster

City Support .com

Register New Permit

Business Name (if applicable):

Contact Information:

First Name * Last Name *

Mobile phone * Mobile phone *

Email * Delivery preference *

Alarm System:

Permit Type * New-Install

Alarm Location Address:

Street # * Prefix Street Name * Type * Unit * Suite *

City * Zip *

Customer Relationship Management

Marketing and Public Service Information

Through the press release, document and policy objects in the APS application, Placentia can manage, store and launch email campaigns. This function can be used to help communicate and educate the residents of Placentia about the false alarm ordinance, in addition to any Placentia Police Department topics. A well-documented and communicated plan will help drive down false alarms and foster positive user adoption of the program. All forms, documentation, invoicing templates, permit applications and the like can be stored in the APS application, which provides a robust content management facility. All of the Placentia PD content will be centrally managed, hosted and routed for necessary approvals when ready and archived when complete. All outreach is documented and time stamped within the APS application including links to any relevant collateral which was sent.

The screenshot displays the APS ALARM application interface. At the top, there is a search bar and a navigation menu with items like Home, Chatter, Accounts, Contacts, Reports, Dashboards, Licenses, Invoice Admin, Invoices, and Billing Activities. On the left, there is a sidebar with a 'Quick Find / Search' box, a 'Lightning Experience Transition Assistant' section with a 'Get Started' button, and a 'Salesforce Mobile Quick Start' section. The main content area shows a folder tree on the left with 'Go Paperless' selected, and a table of email templates on the right. A red arrow points from the 'Go Paperless' folder to the 'Classic Email Templates' link in the sidebar.

APS ALARM
PROGRAM SYSTEMS, LLC

Search... Search

Home Chatter Accounts Contacts Reports Dashboards Licenses Invoice Admin Invoices Billing Activities

Quick Find / Search ...

Expand All | Collapse All

Lightning Experience Transition Assistant

Move to the new, more productive Salesforce.

Get Started

Salesforce Mobile Quick Start

Home

Administer

- Manage Users
- Manage Apps
- Manage Territories
- Company Profile
- Data Classification
- Security Controls
- Domain Management
- Communication Templates
 - Letterheads
 - Classic Email Templates
 - Mail Merge Templates

Go

- Unfiled Public Classic Email Templates
- My Personal Email Templates
- APS
- Account Information
- Go Paperless (Selected)
- Invoice
- WARNING LETTER

Edit | Create New Folder

| Action | Email Template Name |
|------------|------------------------------|
| Edit Del | ACTIVATION NOTICE - DANVILLE |
| Edit Del | Paperless - Cathedral |
| Edit Del | Paperless - Culver |
| Edit Del | Paperless - El Cerrito |
| Edit Del | Paperless - Escondido |
| Edit Del | Paperless - Gardena |
| Edit Del | Paperless - Huntsville |
| Edit Del | Paperless - Lilburn |
| Edit Del | Paperless - Palm Springs |
| Edit Del | Paperless - Paradise |
| Edit Del | Paperless - Pierce County |
| Edit Del | Paperless - Rockford |
| Edit Del | Paperless - Rocky River |
| Edit Del | Paperless - Walnut Creek |

HTML Email Template
ACTIVATION NOTICE - DANVILLE

Preview your email templates below

Email Template Detail

| Folder | Go To/Details | | | | | | | | | | | | | | | | | | | | | |
|---|---|------------------------------|----------------------|------------|------------|---------|--------------|------------------|----------|---|--------|------------------------|-------------|--|------------|--------------------------------|--|-----------------|-------------------|-------------------|--------|-------|
| <table border="0"> <tr> <td>Email Template Name</td> <td>ACTIVATION NOTICE - DANVILLE</td> </tr> <tr> <td>Template Unique Name</td> <td>enb_ActivA</td> </tr> <tr> <td>Letterhead</td> <td>Default</td> </tr> <tr> <td>Email Layout</td> <td>Free Form Letter</td> </tr> <tr> <td>Encoding</td> <td>General US & Western Europe (ISO-8859-1, ISO-LATIN-1)</td> </tr> <tr> <td>Author</td> <td>JRH Hutchison (CHARGE)</td> </tr> <tr> <td>Description</td> <td></td> </tr> <tr> <td>Created By</td> <td>smhutchison 1/12/2018 10:32 AM</td> </tr> </table> | Email Template Name | ACTIVATION NOTICE - DANVILLE | Template Unique Name | enb_ActivA | Letterhead | Default | Email Layout | Free Form Letter | Encoding | General US & Western Europe (ISO-8859-1, ISO-LATIN-1) | Author | JRH Hutchison (CHARGE) | Description | | Created By | smhutchison 1/12/2018 10:32 AM | <table border="0"> <tr> <td>Edit Properties</td> <td>Edit HTML Version</td> <td>Edit Text Version</td> <td>Delete</td> <td>Close</td> </tr> </table> | Edit Properties | Edit HTML Version | Edit Text Version | Delete | Close |
| Email Template Name | ACTIVATION NOTICE - DANVILLE | | | | | | | | | | | | | | | | | | | | | |
| Template Unique Name | enb_ActivA | | | | | | | | | | | | | | | | | | | | | |
| Letterhead | Default | | | | | | | | | | | | | | | | | | | | | |
| Email Layout | Free Form Letter | | | | | | | | | | | | | | | | | | | | | |
| Encoding | General US & Western Europe (ISO-8859-1, ISO-LATIN-1) | | | | | | | | | | | | | | | | | | | | | |
| Author | JRH Hutchison (CHARGE) | | | | | | | | | | | | | | | | | | | | | |
| Description | | | | | | | | | | | | | | | | | | | | | | |
| Created By | smhutchison 1/12/2018 10:32 AM | | | | | | | | | | | | | | | | | | | | | |
| Edit Properties | Edit HTML Version | Edit Text Version | Delete | Close | | | | | | | | | | | | | | | | | | |

Email Template Send Test and Verify Merge Fields

Subject: Danville Police Department - Alarm Permit Activation Notice

HTML Preview




*"Email Text is everywhere
 Outraining Quality of Life"*

Alarm Permit Activation Notice

Hello {Contact.FirstName} {Contact.LastName},

{License_c.Name}
 {License_c.Location_Address_c}

All permits must be renewed annually based on a calendar year. Renewal notices will be sent out each year in early January. The false alarm fee schedule is outlined below and based on a calendar year. There is no cost for the alarm permit, but you must activate your alarm permit within 30 days of receiving this letter. Failure to activate your permit will result in an additional \$25.00 fine upon receiving your second false alarm.

Click here to login: [Danville Police Department - Alarm Unit](#).

Username: {License_c.Name}
 Password: {License_c.PW_c}

Once logged in click "activate my permit", review the current permit details and submit your activation request on the bottom of the page.

Payments can be made online or via check to the PO Box listed below. Your notification and invoice delivery preference is set to EMAIL, if you would like to change your notification delivery preference to USPS Mail click here [USPS MAIL](#). If you have any questions about activating your permit or logging in to the website please email dannvilleca@citysupport.org or call 925-718-1090.

Sincerely,



Allan Shields
 Chief of Police

Documents
LOOP Files

Folder Edit | Create New Folder

| Action | Name |
|---|---|
| Edit Del View Email | Billing Error No Refund |
| Edit Del View Email | Billing Error Refund |
| Edit Del View Email | Billing Error Statement |
| Edit Del View Email | CATHEDRAL 1 PAGE 2017 |
| Edit Del View Email | CATHEDRAL 1 PAGE 30DAY WAIVE 2017 |
| Edit Del View Email | CATHEDRAL 1 PAGE NOV 2017 |
| Edit Del View Email | CATHEDRAL 2 PAGE 2017 |
| Edit Del View Email | CATHEDRAL 2 PAGE NOV 2018 r.docx |
| Edit Del View Email | CULVER 1 PAGE 2017 |
| Edit Del View Email | CULVER 1 PAGE 30DAY WAIVE 2017 |
| Edit Del View Email | CULVER 1 PAGE NOV 2017 |
| Edit Del View Email | CULVER 2 PAGE 2017 |
| Edit Del View Email | CULVER 2 PAGE NOV 2018 r.docx |
| Edit Del View Email | DANVILLE 1 PG |
| Edit Del View Email | DANVILLE 1 PG NOV 2018 r.docx |
| Edit Del View Email | DANVILLE 2 PAGE |
| Edit Del View Email | DANVILLE 2 PAGE NOV 2018 r.docx |
| Edit Del View Email | DANVILLE WARNING LETTER.docx |

Collection Procedures

APS partner agencies realize some of the strongest accounts receivable metrics in the industry today. Agencies typically see collections rates of 90-98%.

We adhere to the best collection processes in the industry, based on the following core principles:

- Have a Defined Credit Collection Policy
- Invoice Promptly and Send Statements Regularly
- Use "Address Service Requested"
- Aging Sheet and Balance Dictate Process
- Well-Trained Staff
- Accurate Record Keeping

We break down our collection process into the following steps:

1. Invoice – Accurate and Timely
2. Call
 - a. Confirm receipt of invoice
 - b. Confirm payment time frame
 - c. Confirm point of contact
3. Voice Mail / Email Follow-Up
4. Collection Letter Sent – Once accounts move 30 days past due they appear on the collections report in "open" status and a collection letter is sent
5. Demand Call
 - a. Why have you not paid?
 - b. Payment plan
6. Voice Mail / Email Follow-Up

All past due accounts in collection status will flow through the following stages:

- Past Due – Open
- Collection Letter Sent
- Promise To Pay
- Payment Plan
- Debt Dispute
- Skip Tracing

If needed, we can work with 3rd party collection agencies and provide such an agency with a login to the Placentia collections report.

Return Mail Handling

The APS application integrates with Google Maps and provides an address verification component. We have some of the lowest return mail averages in the industry. All returned mail is handled by APS and all alarm location or billing location addresses are verified and or updated dynamically via Google maps or an agency supplied street table of valid addresses.



Lock Box

APS can operate in one of two ways. We can use and integrate with a 3rd party lock box provider if desired or APS can receive and process all payments directly through an APS owned PO Box. The APS owned PO Box can be located in Placentia or California. If APS receives and processes all payments, we typically cover the PO Box fees and bank fees are paid from the program proceeds. We have a very good relationship with our regional bank, Mechanics Bank – agencies similar in size to Placentia do not incur service fees.

Technology Infrastructure

System Requirements

There are no system or network requirements for the APS solution. An internet connection from any device running a web browser is sufficient.

Interface & Data Integration

The City and County of San Francisco implementation takes advantage of direct API level SQL integration with the following applications:

- SFPD CAD [Tiburón/TriTech] system
- Wausau financial application used at City Hall for payment collection
- Bureau of Delinquent Records for collections

APS is built on the Salesforce.com platform which is the most robust, flexible and open cloud platform in the market today. There are hundreds of 3rd party integration tools and components to leverage; APS can support native level API integrations with all of the major software platforms and applications in the market today. Additionally, APS can support a variety of file level and SQL based integrations with drag and drop field mapping capabilities. We have seamlessly integrated with a variety of CAD and financial applications with our current customer set. CAD integration has been supported with a bi-directional interface, such that data elements like permit status and permit number can be placed back into the CAD system for dispatch.

Security

Salesforce.com provides an extremely powerful and flexible security architecture. This architecture lets you define how users log in, determining (for example) which IP ranges are acceptable, what hours of the day are allowed, how long sessions stay active for and so on. It also lets you define programmatic control, for example, which users may log in through a Web services API, and which endpoints a running application can connect to from the Force.com platform. The platform security architecture also lets you define administrative security permissions, and the security profiles let you determine who has access to which features and components - ranging from the set-up menu all the way through to read/write settings on an object or field. User logins are protected as follows:

- Limit to the number of unsuccessful login attempts
- Event logging of all activities, including login activities and password changes

- Automatic session locks after 30 minutes of inactivity

Finally, the record-sharing model enables an even finer level of security of your data, not only determining who has access to which records based on a user, role or group model, but also how these data records are shared among various users.

Back-up & Recovery

Salesforce performs real-time replication to disk at each data center, and near real-time data replication between the production data center and the disaster recovery center.

All networking components, SSL accelerators, load balancers, web servers, and application servers are configured in a redundant configuration.

All customer data is stored on a primary database server that is clustered with a back-up database server for redundancy.

All customer data is stored on disk storage that is mirrored across different storage cabinets and controllers.

All customer data, up to the last committed transaction, is automatically backed up to a primary tape library on a nightly basis.

Back-up tapes are immediately cloned to a second tape library to verify their integrity, and the clones are moved to secure, fire-resistant off-site storage on a regular basis.

Our service is collocated in dedicated spaces at top-tier data centers. These facilities provide carrier-level support, including:

Access control and physical security

- 24-hour manned security, including foot patrols and perimeter inspections
- Biometric scanning for access
- Dedicated concrete-walled Data Center rooms
- Computing equipment in access-controlled steel cages
- Video surveillance throughout facility and perimeter
- Building engineered for local seismic, storm, and flood risks
- Tracking of asset removal

Environmental controls

- Humidity and temperature control
- Redundant (N+1) cooling system

Power

- Underground utility power feed

- Redundant (N+1) CPS/UPS systems
- Redundant power distribution units (PDUs)
- Redundant (N+1) diesel generators with on-site diesel fuel storage

Network

- Concrete vaults for fiber entry
- Redundant internal networks
- Network neutral; connects to all major carriers and located near major Internet hubs

- High bandwidth capacity fire detection and suppression
- VESDA (very early smoke detection apparatus) Dual-alarmed, dual-interlock, multi-zone, pre-action dry pipe water-based fire suppression

Security

APS has a departmental information security program that establishes administrative and technical safeguards used to access, collect, distribute, process, protect, store, use, send, dispose of, or otherwise handle, customer information.

All APS employees go through background screenings in addition to ongoing employee training and management.

Overall safeguarding objectives are as follows:

- Ensure the security and confidentiality of customer information in offices.
- Identify and protect against anticipated threats to the security or integrity of confidential customer information.
- Prevent the unauthorized access to, or use of, confidential customer information.
- Establish risk assessment programs for the following areas:
 - Detection, prevention, and response to attacks, intrusions, or systems failures
 - Periodically evaluate and adjust the departmental information security program based on the results of testing and monitoring.

Annual Ordinance Review

APS partners with SIAC on all ordinance-related matters. The mission of the Security Industry Alarm Coalition is to create a structure for all interested parties to come together under the banner of "dispatch reduction" and "alarm management" and through a coordinated effort maximize the impact on "false dispatch reduction" and "alarm management" across North America by maintaining a liaison with national and state (or provincial) law enforcement leadership, while educating and empowering local alarm communities to proactively foster relationships with law enforcement before a crisis develops.

Additionally, APS will make resources available from our current set of customers to share best practices. We maintain close relationships with all of our agency partners and encourage all parties to share and establish best practices.

Project Approach

Most of the APS implementations and migrations take less than four weeks. Certain factors impact the timeline:

- Data Quality
- Amount of historical data being imported
- Data Migration Elements
 - Permits
 - False Alarm History
 - Invoice History
 - Payment History
 - Activity History
 - Active Open Balance Accounts, Data Check
- Data Migration Method
 - Flat File
 - SQL DB

The APS implementation plan is a validated process proven across all of our partner agencies.

The Alarm Program Systems application has been the backbone of many successful recurring revenue programs for some of the most demanding technology companies in Silicon Valley. Our proven implementation team and project management methodology—delivered on the Force.com platform—has enabled APS to “onboard” our customers quickly, while avoiding many of the common pitfalls associated with antiquated, inflexible database technology. Our team has delivered on hundreds of Force.com implementations involving data sets in excess of hundreds of thousands of records. Based on the sizing of Placentia’s false alarm program to date, APS is confident that we can deliver a successful transition of program administration in less than four [4] weeks. The APS implementation will have very little impact on Placentia resources. There are no expectations, assumptions or resources required other than providing APS with the current data set – permits and false alarm history.

APS will assign a project team rich in experience. Additionally, each of the members—from Project Manager, Technical Manager and Customer Support —are all principals who will be giving their full attention to a mutually successful deployment. Placentia will have our undivided attention. Jim Huchingson, President, will serve as the dedicated Project Manager.

The main components of a successful implementation and ongoing administration include:

- Working with Placentia to understand the current False Alarm Ordinance as well as the goals and objectives for 2019-2020.
- Analyzing the current data set and architecture of existing Placentia database.
- Working with alarm companies to understand their data needs, agreeing to data transfer processes, and introducing the APS application for secure data transfer and account status updates.
- Agreeing to an implementation schedule with Placentia, as well as holding regular, scheduled meetings to ensure the program is staying current with alarm ordinance revisions, goals and process modifications.

- Providing permit processing by Internet, phone and mail for all transaction types, such as activations, renewals and reinstatements.
- Managing data integration and import processes for all external data systems, such as the CAD data set.
- Generating the appropriate invoices and notices for all transaction types, such as activations, renewals, false alarm notices and invoices, as well as appeals documentation.
- Reviewing and signing off on all associated program documents, notices and program content so they are ready for public consumption—including forms, envelopes and postage related to mailing activities.
- Providing daily reconciliations of all financial activity.
- Producing financial statements in a real-time environment where all transaction data is linked and can be available for export and import to Placentia’s financial application (or Microsoft Excel or CSV format) for internal reconciliation.
- Establishing IVR system, custom greetings and an 800 number for Placentia.
- Performing all customer support functions for city residents and Placentia city staff from 8am to 5pm PST each designated working day.
- Integrating all city ordinance program information to Placentia website or other APS hosted URLs linked to Placentia website.
- Providing hosted, secure online access to all program participants—such as Placentia residents, Alarm Companies and Placentia program staff.
- Managing the collection process.
- Working with Placentia program staff to reconcile and manage all false alarm appeals and associated processes.
- Managing permit-status changes for all permit holders based on Placentia’s current ordinance, as well as being able to modify application business rules as needed.
- Working with Placentia on ordinance modifications, community outreach, communication and education to reduce false alarms.
- Maintaining all activity history, for all residents, in a real-time environment—with time-stamped interactions that can be exported on-demand and are accessible to all defined participants.

Alarm Program Systems LLC. will provide Placentia with 100% web-based application that requires no hardware or software to be purchased. APS is prepared to work with all defined city personnel to ensure a team approach and successful implementation. Typical tasks and input from Placentia staff may include:

- Collaborative design of all program documentation and communication strategies to Placentia residents.
- Approval of all published content in support of the program—print and online versions.
- Monitoring of implementation performance on ongoing program performance.
- Development of hybrid model for customer support functions, whereby Placentia staff participates in a set of defined customer support functions.
- Collaboration on false alarm appeals and processes.
- Collaboration to ensure all permit status changes such as “verified response” are accurate and done in support of program ordinance rules.

Permit and False Alarm Billing Implementation Plan

| | PROJECT TASKS | SUBTASKS | Notes | Completion Date | Assigned To | APS Assignment |
|----------------------------------|--------------------------------------|--|-------|-----------------|-------------|----------------|
| REVIEW ORDINANCE FOR SCHEDULES | New Permits | Maintained, Self Monitored | | | | |
| | Renewal Permits | Maintained, Self Monitored | | | | |
| | Permit Fees | Type Definitions | | | | |
| | False Alarm Fees & Courts | Identify court terms and fee amounts | | | | |
| | Late Fees | Define | | | | |
| | Suspended/Revoked Permits | Process for notifying City, Alarm Companies and users | | | | |
| | Severer Risk | Define | | | | |
| | Alarm Company Error | Dispatch to Unidentified location | | | | |
| | 24 Hour Rule | Count multiple MA's in 24hr period | | | | |
| | City Limits - Inclusions/Exclusions | Areas in County surrounding Cities | | | | |
| REVIEW CONTENT | Alarm Ordinance | Post to Web | | | | |
| | Invoice Format | City to send sample, use current format | | | | |
| | FAQ Pages | Post to web | | | | |
| | Site Images | City, PD logo's image files | | | | |
| | Alarm Company Roster Request | APS to send sample for approval | | | | |
| | PDF Cities Intro Letter | APS to send sample for approval | | | | |
| | https://www.aespt.org | Site Review | | | | |
| | | APS to send sample content Modify existing content to include City/Support | | | | |
| | City Website | | | | | |
| | | | | | | |
| COMMUNICATION METHODS | Establish Phone Lines - Toll Free | 888 865 9770 | | | | |
| | Establish Phone Lines - Local | | | | | |
| | Establish PD line | | | | | |
| | Set up mail board | | | | | |
| Support email | | | | | | |
| Order Envelopes | | | | | | |
| CURRENT DATA STRUCTURES | City to Provide Sample Output | Data export / SQL file | | | | |
| | Determine Time Process | Assign new APS Permits #'s | | | | |
| | Permit Types | Commercial, Residential | | | | |
| | Determine Integration Process | Define | | | | |
| | License Status | Review definitions of current data set | | | | |
| | Review Financial Data | Define | | | | |
| | False Alarm History | Define | | | | |
| | Account Roster | Contact, Emergency Contact records with Activity records | | | | |
| Street Table File | | | | | | |
| Migration Strategy | Cut over process | | | | | |
| CAD DATA STRUCTURE | City to provide sample output | City to share via FTP | | | | |
| | Determine Time Process | Weekly scheduled delivery method | | | | |
| | Determine False History & Events | Item for alarms | | | | |
| | City Contact for Approval | Real integration | | | | |
| INVOICE | Create Bill system link | | | | | |
| | Create APS Bank Account | Link APS Bank Account to BILL COM | | | | |
| | Create Stripe Account | Link APS Bank Account to STRIPE | | | | |
| | PDF Payments | City to forward to APS BCL send email | | | | |
| | City PAY Payments | City to forward to PD BCL send email | | | | |
| Outstanding Check Policy | VOID checks after 90 days | | | | | |
| INVESTIGATE COMPLAINTS | Document Alarm School Process | | | | | |
| | Document Delinquency Modification | | | | | |
| APS APPLICATION | Data Import | | | | | |
| | Create Work Flow Rules Triggers | | | | | |
| | Input Fee OK/Cancel | New Permits | | | | |
| | | Renewal Permits | | | | |
| | | False Alarms | | | | |
| | | Unpermitted Time Alarm Fees | | | | |
| | | Late Fees | | | | |
| | Renewal Schedule | Define | | | | |
| | False Alarm Court Rules | Define | | | | |
| | Late Fee Rules | Define | | | | |
| | Weekly False Alarm Queue | Create | | | | |
| | Weekly Queue | Create | | | | |
| | Activity 30 Day Queue | Define | | | | |
| | Create APS user accounts for City | User email/Contact information | | | | |
| | Create Dashboard | City Dashboard Page | | | | |
| Send email to APS/APS | Invoice, Account Info, Get Paperless | | | | | |
| Send invoice Fee Notice/Receipts | Tab, Top, Post Que, 30 day queue | | | | | |
| TRAINING AND TESTING | APS Staff Training | Operational Definitions | | | | |
| | Integration Testing | Creating new permits, payment to work site | | | | |
| | Unit Testing | Run existing Job & CCP's | | | | |
| | Back Testing | Back Printing of Invoice Templates | | | | |
| | Functional Testing | Manual Run reports of Weekly User Queue | | | | |
| | Work Flow events | | | | | |
| | Alarm Courts | | | | | |
| | Permit Status updates | | | | | |

Company Staff

| | |
|---|--|
| <p>Project Manager/Principal Agent: Jim Huchingson</p> | <p>Jim Huchingson is the President of Alarm Program Systems LLC. and CitySupport LLC. Jim Huchingson is authorized to represent both entities and execute a contract on behalf the firm.</p> <p>Jim has over seventeen years of experience in designing, implementing, supporting and managing recurring revenue streams for many of the largest organizations in the world, including providing services to run the False Alarm Program for the City of San Francisco.</p> <p>Jim is the Founder and President of Alarm Program Systems. He plays an integral part of the day-to-day operations including Customer Support, Finance and Product Development. Additionally, Jim is in charge of each implementation and the customer on-boarding process.</p> <p>Jim has an extensive background in: Salesforce.com Force.com Zendesk [Customer Support] Permit and Licensing Process Development and Optimization Product Development [Jim is the architect of the Alarm Program Systems application] Customer Support Process Development Heroku Web Development and E-Commerce Applications</p> <p>Jim graduated with a Bachelor’s degree in Legal Studies from the University of California at Berkeley.</p> |
| <p>Training Manager: Lisa Baxter</p> | <p>Dedicated Customer Service Manager with 15 years of experience building and overseeing high-functioning operations and service teams. Lisa is recognized for exceptional, high-touch Customer Service, maintaining 100% recommendations rating on feedback surveys.</p> <p>Lisa is responsible for all agent training including agency ordinance training. She also is responsible for testing, modifying and implementing all customer support workflows.</p> <p>Lisa has built and managed Customer Service teams, growing them from the start-up phase through successful acquisitions. Her experience includes managing Customer Service and Technical Support units, developing and implementing policies and procedures for both units; Hiring, training, assessing Customer Service employees; developing and implementing policies and procedures, ensuring superior Customer Service as well as compliance with ISO 13485 requirements. Lisa has built and utilized SAP and Salesforce.com applications, serving as company's administrator. She has extensive experience in collections and billing, contributing to DSO's significantly lower than industry standards.</p> |
| <p>Darlene White</p> | <p>Customer Service Agent</p> |
| <p>Victoria Frazier</p> | <p>Customer Service Agent</p> |
| <p>Dave Krupinski, Developer</p> | <p>Full-Stack Engineer with a focus on Content Systems Architecture. Custom tools to generate, maintain, and distribute content across the web and mobile devices. Specialties: Ruby on Rails, NodeJS, HTML5, MongoDB, Redis, MySQL, Haml, Slim, Sass, Javascript, jQuery, CoffeeScript, SpineJS, Prototype, Cold Fusion, PHP, SQL Server</p> |

| | |
|---|---|
| <p>Implementation Manager: Tamara Hartsgrove</p> | <p>Tamara is responsible for all new and running projects; working with developers and managers; creating testing plans, outlines and making sure all aspects of the project are met. She is proficient with systems such as Task, Microsoft Expression, Excel, SQL, Word, Access, OnTime, Microsoft Project, Salesforce.</p> <p><u>Call Center Management:</u> Directly responsible for hiring, scheduling, bringing on new clients, setting up new accounts, training, setting up phone system, employee evaluations, technical support, including assisting agents with computers, and all daily reports.</p> <p><u>Quality Assurance:</u> Collecting and utilizing all necessary data to test new programs Aggregating and report on testing data in a timely and efficient manner Assisting in the development of new programs Responsible for developing new interfaces</p> <p><u>Data Migration:</u> MS SQL MS EXCEL MS ACCESS Field Mapping</p> |
|---|---|

Qualifications

Agencies Under Management

| <u>Agency</u> | <u>Type</u> | <u>Description</u> | <u>POPULATION</u> |
|----------------------|------------------|-----------------------|-------------------|
| San Francisco, CA | Software License | | 864,416 |
| Pierce County, WA | Outsourced | PM/AM Replacement | 876,764 |
| Colorado Springs, CO | Hybrid | | 464,474 |
| Escondido, CA | Outsourced | | 151,613 |
| Rockford, IL | Outsourced | PM/AM Replacement | 147,000 |
| Hawthorne, CA | Outsourced | AlarmTrak Replacement | 12,675 |
| Walnut Creek, CA | Outsourced | | 69,200 |
| Lorain, OH | Outsourced | | 63,841 |
| Gardena, CA | Outsourced | AlarmTrak Replacement | 60,048 |
| Cathedral City, CA | Outsourced | | 54,056 |
| Palm Springs, CA | Outsourced | | 47,689 |
| Danville, CA | Outsourced | | 44,631 |
| Huntsville, TX | Outsourced | | 41,208 |
| Culver City, CA | Outsourced | | 39,364 |
| Pleasant Hill, CA | Outsourced | CryWolf Replacement | 34,987 |
| Paradise, CA | Outsourced | | 26,551 |
| El Cerrito, CA | Outsourced | | 25,400 |
| Rocky River, OH | Outsourced | | 20,264 |
| Lilburn, GA | Outsourced | | 12,675 |

100% CUSTOMER RETENTION RATE

References

| | | |
|---|-------------------|--|
| Loretta R. Lieberman Director of Business Tax Office of Treasurer and Tax Collector | San Francisco, CA | (415) 554-7339 loretta.lieberman@sfgov.org |
| Captain Osama "Sam" Agaiby Culver City Police Department | Culver City, CA | (310) 837-1221 osama.agaiby@culvercity.org |
| Diana McInelly Alarm Program Coordinator Pierce County, Sheriff's Department | Pierce County, WA | (253) 798-4243 diana.mcinely@piercecountywa.gov |
| Stephany Santin Assistant to the City Manager City of Gardena | Gardena, CA | (310) 217-9648 ssantin@cityofgardena.org |

Case Study – San Francisco, CA

The existing team has worked together over numerous projects, including the implementation with the City of San Francisco. We utilize a blend of waterfall and agile approaches that yields us the best results—both prioritizing and accelerating implementation using a phased approach. We engage both business and IT stakeholders to build a core team of subject matter experts. Our collaborative approach to implementation ensures that all stakeholders involved have the most transparent, up-to-date, and accurate information. The San Francisco implementation and roll-out was a very collaborative effort between the following groups:

- San Francisco Treasury and Tax Collector
- San Francisco Police Department
- San Francisco Information Technology
- San Francisco Alarm License Unit
- San Francisco Bureau of Delinquent Records
- 350+ Alarm Companies in San Francisco



The APS team spent time interviewing each group to gather requirements and, more importantly, to identify process and program gaps. Through process definitions and the flexibility of our platform we were able to move the Alarm Unit to a real-time environment. False alarm data from the PD and payment data from City Hall are now integrated with APS in real time and SF City staff has access to reports from any device. Under the direction of the Deputy Director, Tajel Shah, we also implemented a new billing methodology for false alarms that enables San Francisco to issue "statements" for frequent false alarm offenders and move away from messy single/multiple invoices. The Bureau of Delinquent Records is also using the APS application for collections. Their inclusion in several large meetings for a variety of stakeholders during the implementation process drove their interest in learning more about using APS. **The APS application includes the alarm company self-service portal, enabling 350+**

alarm companies to create and manage customer rosters in addition to generating statements for alarm registration payments.

The Alarm Program Systems application is being used by the City of San Francisco to run its false alarm management program. The Alarm License Unit has reduced headcount by two people since implementing the APS application. For San Francisco, the APS application manages:

- 45,000+ alarm license registrations and renewals annually
- 350+ Alarm Companies
- 20,000+ false alarms annually
- \$3.4 Million+ in revenue [30% increase in revenue since working with APS]

The APS application has direct integration with:

- SFPD CAD [dispatch] system
- Wausau financial application used at City Hall for payment collection
- Bureau of Delinquent Records for collections

All false alarm data and payment information is updated in real time within the APS application, which in turn enables real-time billing/accounting reports and dashboards. SF TTX staff can view all the data in real time from any device.

The Bureau of Delinquent Records group [BDR] uses the APS application for collections, so the BDR group decided to take advantage of the inherent CRM/Salesforce.com capabilities and they purchased licenses to use APS for collections. The BDR group uses APS to:

- Log calls
- Create tasks with activity types
- Create custom reports
- Send out communication templates specific to the collections process
- Load APS with specific line item fees relevant to the BDR group

"A special thanks to our vendor partner, Alarm Program Systems (APS). APS delivered requirements on time with expected functionality. They led 2 UAT sessions and provided documentation including uses cases, test cases, user guides and portal FAQs. They were also very responsive and collaborative during this process. It was a pleasure working with them."

Daniel Paul

Senior Business Analyst

Project Management Group

Office of the Treasurer & Tax Collector, City and County of San Francisco

(415) 554-7355

Daniel.Paul@sfgov.org

Case Study – Pierce County, WA

- ⇒ Migration from PM/AM database
- ⇒ Implementation time in 4 weeks during the Christmas Holiday season
- ⇒ Imported and managed 15,000 permits, invoices, payments and account history
- ⇒ Imported and cleaned 100+ alarm company records
- ⇒ Increased permit count by 5,000 in the first 8 weeks of operation
- ⇒ Sent out intro notification letters to 15,000 alarm users
- ⇒ Cleaned database of non-valid addresses
 - Provided dynamic, real-time reports for review
- ⇒ Refunded alarm users not covered by County
 - Provided dynamic, real-time reports for review
- ⇒ Provided a collaboration platform to work in concert with Pierce County Alarm Administrator
 - All program communications
 - Appeals
- ⇒ Went live with existing CAD export file
- ⇒ Processed payments for \$378,923.00 in the first six months of operation



Pierce County

FYI--I will be out of the office tomorrow Friday 2/15. Monday 2/18 is President's Day Holiday and all County offices will be closed. I will be back to work Tuesday 2/19.
I truly appreciate your **help** every day!!
Diana McInelly - Pierce County

[Comment](#) · [Like](#) · [Share](#) · February 14, 2019 at 2:10 PM



Pierce County

😊 All of you are **awesome!** ! so appreciate your help and support, especially right now with all the start up!

[Like](#) · February 20, 2019 at 2:45 PM

Donna LaFerriere <donna.laferriere@piercecountywa.gov>
to Julie, Marilyn, Diana, me ▾

This is truly awesome. You guys are amazing!

Donna
Donna LaFerriere
Budget and Fiscal Manager
Pierce County Sheriff's Department
Donna.LaFerriere@piercecountywa.gov
253.798.3465

Cost Proposal

| Approach | Cost | Notes |
|--------------------------|------|--|
| 100% Outsourced Solution | 16% | <p>The only amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:</p> <ol style="list-style-type: none"> 1. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY 2. Bank fees charged by the CITY-approved lockbox or bank if applicable 3. Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates) 4. Credit card processing fees |

Company will reconcile, on the first of each month, the previous month's deposits. Based on each monthly reconciliation, Company will invoice City showing all revenues collected and invoices paid. Once the invoice is approved, an ACH request would be made, and the City's portion of the revenue shall be deposited to the City's designated bank within 5 days of City's approval of such invoice.

APS is open to discussing additional pricing options that best meet the needs of Placentia – commission percentages may be adjusted while considering items such as postage/ mailing fees, bank fees and credit card processing fees.

Alarm Management Service Agreement For the City of Placentia, California

This Alarm Management Service Agreement (hereinafter "Agreement") is made and entered into this 24th day of September, 2019 (the "Effective Date") by and between Alarm Program Systems, LLC, a California limited liability company ("Company"), and the City of Placentia ("City"), hereinafter individually referred to as "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, Company is in the business of providing services to municipalities with alarm ordinances; and

WHEREAS, pursuant to Chapter 10.38.040 of the City's Municipal Code (the "Alarm Ordinance") the City has enacted laws governing the installation and use of private alarms systems and City desires to retain Company to administer and manage City's functions under the Alarm Ordinance ("City's Alarm Management Program"), including collections, in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties, each intending to be legally bound, agree as follows:

AGREEMENT

- 1. Term.** This Agreement shall commence on the effective date and continue in full force and effect for one (1) calendar year thereafter ("Initial Term") unless earlier terminated as provided elsewhere in this Agreement. The contract shall automatically renew on the anniversary date with four (4) additional one-year renewals with 90 days' notice to terminate for either party during each annual contract period.

- 2. Termination.** In the event either party shall, in good faith, determine the other to be in breach of the terms of this Agreement, the non-breaching party shall deliver written notice of the breach to the party in breach. The party in breach shall have thirty (30) days after notice is delivered to cure the breach. If the breach is not timely cured to the reasonable satisfaction of the non-breaching party, the non-breaching party may terminate this Agreement immediately upon delivering written notice of termination to the party in breach.

Additionally, the parties acknowledge the terms of this Agreement relating to the Company's compensation were negotiated and established based upon current City ordinances and fee schedules applicable to alarm permits in effect on the effective date of this Agreement. In the event there is a change in any of the fees during the term of this Agreement, as extended from time to time, Company shall have the right to request modification of this Agreement's compensation terms. Company shall notify City, in writing, of Company's desire to negotiate new compensation terms and each party shall engage in good faith negotiations regarding same.

- 3. Scope of Services.** Company agrees to perform the services set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference as though fully set forth.

In the event City determines additional work beyond that contained in the Scope of Services is necessary for the effective administration of the City's Alarm Management Program, City may request Company perform this additional work. Following receipt of City's written authorization (which authorization shall include the rate of compensation payable to Company for such additional work) for the performance of

such additional work, Company shall make all reasonable efforts to perform the additional work requested, submitting to City itemized invoices for the additional work performed. City agrees to deliver to Company, within 30 days of the invoice date, payment in full for each such itemized invoice submitted.

4. Compensation. Company shall be compensated in accordance with the Schedule of Compensation attached hereto as Exhibit "B" and incorporated herein by this reference as though fully set forth.

5. Obligation of City. City shall make available and/or deliver to Company, on a timely basis, those items Company determines necessary for Company's performance of its obligations under this Agreement, including, but not limited to, information, personnel, and technical support.

6. Ownership Rights. Company owns the software developed for and to be utilized in the operation and administration of City's Alarm Management Program ("Application Software") and Company retains all rights and titles therein and thereto. Upon City's request, Company shall allow City limited access to any Application Software used by Company in connection with its duties hereunder, which access shall be provided for the purpose of verifying Company's compliance with the terms of this Agreement. City acknowledges that apart from its limited right of access it possesses no other right, license, or interest in Company's Application Software.

City shall own all data relating to the alarm permits, including the documents prepared by Company for the purpose of administering and operating City's Alarm Management Program.

Upon termination of this Agreement, each party shall, upon written request from the other party, promptly return to the other all documents, data, equipment, software, and other material belonging to, or otherwise owned by, the other party.

7. Confidentiality. The information and material Company receives from City regarding the individuals and/or businesses covered by City's Alarm Ordinance, or participating in City's Alarm Management Program, as well as the documents and material Company generates therefrom, are confidential to the extent permitted by law, and except as required for its performance under this Agreement. Company shall not disclose confidential information to any third party without City's prior written consent, unless Company is otherwise required by law to do so. Further, Company shall instruct its personnel to comply with the restrictions placed on the use and for disclosure of said confidential information.

8. Hold Harmless. To the fullest extent permitted by law, Company shall indemnify, defend (at Company's sole expense, with legal counsel approved by City) and hold harmless the City of Placentia, members of its City Council, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against a loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to Company's or its employees' or agents' wrongful or negligent acts related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage. Notwithstanding the foregoing, nothing herein shall be construed to require Company to indemnify an Indemnitee from any claim arising from the negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by City to Company of a claim within the scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Company, City or any Indemnitee.

9. Insurance. Without limiting its obligations pursuant to Section 8 of this Agreement, the Company shall procure and maintain, at Company's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."

10. Permits and Licenses. Company, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a City of Placentia business license.

11. Notices. Any notice given in connection with this Agreement shall be given in writing, will be sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, by facsimile, or electronic transmission, and will be deemed delivered either on the date of return receipt acknowledgment (in the case of U.S. Mail), or on the next day after the sending of the notice (in the case of facsimile or electric transmission notice or overnight delivery service). Notices and other communications shall be addressed as follows:

Address if to Company:

Alarm Program Systems, LLC
360 Civic Drive., Suite C
Pleasant Hill, CA 94523
Attention: Jim Huchingson, President

Address if to City:

Julie Kennicutt
Senior Management Analyst – Police Administration
Placentia Police Department
401 E. Chapman Ave., Placentia, CA 92870
(714) 993-8200
jkennicutt@placentia.org

Either party may notify the other, in writing, of a new address or contact person to which notices or other communications are to be delivered.

12. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement for a breach thereof will not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

13. Force Majeure. Neither Party will have any claim or right against the other for any failure of or delay in performance by such other Party if the failure or delay is caused by or the result of causes beyond the reasonable control of such other Party, including, but not limited to, acts of God, fire, flood, hurricane, or other natural catastrophe; terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war; inability to obtain equipment, material or other

supplies, or other similar occurrence beyond the control of the affected Party. Any such delay or failure will suspend the affected Party's obligations until the delay or failure ceases.

14. Choice of Law. Any dispute under, or related to, this Agreement shall be decided in accordance with the laws of the State of California.

15. Severability. If any part of this Agreement is held unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

16. Amendments. This Agreement may be supplemented, amended, or revised only in writing signed by each Party.

17. Relationship of Parties. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Company a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Scope of Services under this Agreement on behalf of Company shall at all times be under Company's exclusive direction and control. City shall have no voice in the selection, discharge, supervision or control of Company's employees, representatives, or agents, or in fixing their compensation or hours of service. Company shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reporting obligations respecting them. City shall not in any way or for any purpose be deemed to be a partner of Company in its business or otherwise or a joint venture or a member of any joint enterprise with Company.

18. Entire Agreement. This Agreement is the entire agreement between the Parties and it cannot be amended or modified orally. This Agreement may be supplemented amended or revised only by a writing which is signed by each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

Alarm Program Systems, LLC

By:

Jim Huchingson
President

City of Placentia

By:

Damien R. Arrula
City Administrator

Exhibit 'A'

Scope of Services

Generally, Company shall, consistent with City's current Alarm Ordinance, as amended from time to time, provide, operate, and maintain City's Alarm Management Program. In connection therewith, Company is responsible for developing, providing, installing, operating, and maintaining the system necessary to communicate with City, its Police Department, and those members of its citizenry affected by the alarm ordinance. As used herein, the term "Company's system" shall mean the equipment, including, but not limited to computer hardware and software, as well as the personnel and supplies necessary to carry out and operate City's Alarm Management Program and perform Company's duties and obligations articulated in the Alarm Management Service Agreement

More specifically, Company shall provide a system capable of performing, producing and otherwise generating the following outcomes:

- 1. System interface.** Company's system shall enable Company to communicate with the various City departments necessary for the effective performance of City's Alarm Management Program, including, but not limited to, City's Police Department.

- 2. System Capability, Functionality.** Company's system, in addition to interfacing with City's departments, and as described with more particularity in the paragraphs that follow, shall acquire, access, assimilate, produce, record and store data relevant to the operation of City's Alarm Management Program; generate and issue notices, permits and billing statements; track accounts receivables, and generate reports as more particularly described below.

- 3. Billing and Collection.**
 - (a) Company's system shall perform billing and payment collection functions consistent with the terms of City's Alarm Ordinance. Except as otherwise provided herein, Company will generate billing statements that include the following details:
 - i. the name and mailing address of the individual or business billed;
 - ii. the nature of the bill (i.e. initial registration, permit renewal, excess alarm fee);
 - iii. previous amount due;
 - iv. new charges;
 - v. payments received (and/or other adjustments);
 - vi. the current amount due;
 - vii. the date payment is due; and
 - viii. a telephone number with instructions to call should the individual or business have questions about its bill.

Additionally, billing statements shall include a detachable form to be remitted with payment.

(b) Company's system will provide customers with the ability to make payment on-line or by mail. On-line payments shall be by credit card and shall be processed through a secure site and payments by mail shall be delivered to a Post Office Box maintained and managed by Company.

(c) Company's system shall track the occurrence of each incomplete payment brought about by customer's initiation of a stop payment order, chargeback, or delivery of a bad check of any kind, as well as the fee, if any, associated with each such occurrence. Company's system shall add any such fee assessed or otherwise incurred to the balance due from such customer and subsequently deliver a new bill to customer.

4. Records. In addition to the information necessary for the production of billing statements under paragraph 3 above, Company's system shall maintain the records necessary for operation of City's Alarm Management Program, including records of the following information:

- i. current customers, including name, mailing address, issue date of original registration, registration expiration date, annual registration renewal date, registration number, type of registration (residential or commercial), contact person and telephone number;
- ii. registration number assigned to each customer;
- iii. amount due from each customer;
- iv. customer payment status (current or delinquent);
- v. total customer payments received each day, each week, each month and each calendar year;
- vi. total customer payments received broken down by payment date, payment type and registration number;
- vii. a list of customers delinquent in their payments including the amount owed by each such customer and the total amount owed by all such customers;
- viii. the total number of violations for each customer/location broken down by the hour of day, day of the week, week of the month, month of the year, and year;
- ix. a list of customers currently pursuing appeal of billing; and
- x. a list of customers who have completed the appeals process along with a description of the outcome.

5. Reports. Company's system shall permit the generation and production of a variety of reports based upon the entry of a variety of parameters, including, but not limited to, registration number, customer name, customer address, incident type, and date, including a range of dates. For example, Company's system shall possess the ability to produce the following types of reports:

- i. New alarm registrations issued and the fees collected therefor;
- ii. Total number of annual registration renewals billed, including the total dollar amount cited and the total dollar amount collected;
- iii. Total number of false alarms by type (i.e. burglar or robbery) and by category (registered or non-registered customer);
- iv. Total number of false alarms billed for each type and category as well as the fees collected therefor;
- v. A list of registrations by customer name, site address, registration number, and/or alarm company;
- vi. A list of the total dollar amount of charges billed, total dollar amount received, and total dollar amount of charges outstanding; and

vii. Activity reports illustrating registrations (original and renewal), renewal notifications, billing and collections, as well as false alarm incidents.

6. Additional Functions. Company's system shall be equipped to perform the following functions:

- i. generate and assign registration numbers automatically;
- ii. generate, print and deliver registrations;
- iii. generate, print and deliver billing statements and renewal notices;
- iv. generate, print and deliver notices of non-compliance to non-registered alarm users;
- v. generate, print and deliver notices of excessive false alarms to registered alarm users;
- vi. generate, print and deliver notices and billing statements to non-registered alarm users who trigger false alarms;
- vii. establish and maintain a directory of alarm companies providing service within the geographical boundaries of City, including in said directory, Alarm Company name, address, telephone number, and contact person;
- viii. provide a link to City's Alarm Ordinance.

7. Additional Obligations. In addition to the other obligation contained in this Agreement, Company shall, during the term of this Agreement, perform the following obligations:

- ii. maintain Company's equipment in good working order to help ensure uninterrupted operation of City's Alarm Management Program;
- ii. take reasonable steps to protect Company's computer system against infection and for corruption by means of virus, worm, or other similar invader;
- iii. maintain a telephone number individuals may call to speak with someone about the specific details of their bill or to ask about the alarm permit program generally;
- iv. provide training to those City employees engaged in the operation and/or oversight of City's Alarm Management Program; and
- v. provide the personnel necessary to carry out and perform the duties and obligations of Company as described in the Alarm Management Service Agreement.

Exhibit "B"
Schedule of Compensation

Except as otherwise provided for the performance of additional work, as described in paragraph 3 of the Agreement, the parties agree that all revenues generated and collected by and/or on behalf of the City during the term of this Agreement shall be divided among the Parties as follows;

The only amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:

1. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY;
2. Bank fees charged by the CITY-approved lockbox or bank if applicable;
3. Correspondence mailing costs (envelopes and paper) including postage (at first class postage rates); and PO Box fees.
4. Third-party credit card processing charges.

Fee Schedule

| Collected Revenues | APS Commission |
|---------------------------|-----------------------|
| All | 16% |

Company will reconcile, on the first of each month, the previous month's deposits. Based on each monthly reconciliation, Company will invoice City showing all revenues collected and invoices paid. Once the invoice is approved, an ACH request would be made, and the City's portion of the revenue shall be deposited to the City's designated bank within 5 days of City's approval of such invoice.

Exhibit "C"
Insurance Requirements

Exhibit "C"
Insurance Requirements

A. Commencement of Work. Company shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Company must have and maintain in place all of the insurance coverage required in this Section. Company's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Company shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Company's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Company shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Company's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Company's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The

minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

5. Professional Errors & Omissions - a policy with minimum limits of one million dollars (\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return receipt requested, is mailed to City.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Company's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Company in writing of changes in the insurance requirements. If Company does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Company shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$10,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Company); or Company shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Company shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Company shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Company shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Company, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Company's expense and/or terminate this Agreement.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF ADMINISTRATIVE SERVICES
DATE: SEPTEMBER 24, 2019
SUBJECT: **EXPANSION OF MANAGED INFORMATION TECHNOLOGY SUPPORT SERVICES**

FISCAL
IMPACT: EXPENSE: \$175,500 FISCAL YEAR 2019-20
\$234,000 FISCAL YEAR 2020-21
BUDGETED: \$175,500 IT CONTRACT SERVICES FY 2019-20

SUMMARY:

Since September 2014 the City has contracted for Information Technology (IT) support services with Golden Star Technology (GST). Although the current agreement with GST has expired, Staff is recommending the City enter into a new agreement with GST to continue their IT support services with the addition of a part time person to provide support specifically to the Police Department. Funds for the additional part-time person were included in the Fiscal Year 2019-20 Adopted Budget. This action approves an Expanded Managed Services Agreement with GST from October 1, 2019 to June 30, 2021 in the amount of \$234,000 annually.

RECOMMENDATION:

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

1. Approve Expanded Managed Services Agreement with GST for IT Support Services in the amount of \$234,000 annually from October 1, 2019 to June 30, 2021; and
2. Authorize the City Administrator to sign the necessary documents, on a form approved by the City Attorney.

DISCUSSION:

In 2014 the City had issued a formal RFP (Request for Proposal) for IT Support Services. The City received twelve (12) proposals and an evaluation committee selected GST based on their proposal, price and qualifications. Founded in 1985, GST has over 30 years of experience providing integrated services and solutions to commercial and public sector clients. Some of GST's municipal clients include the Cities of Cerritos, Bellflower, Pico Rivera, Beaumont, and Monterey Park.

1. i.
September 24, 2019

Since GST has been providing IT support services to the City for the past 5 years, Staff is recommending that the City continue to contract with GST to ensure a smooth transition while the City establishes its own Fire Department which will have specific IT needs. GST is familiar with the City's network structure, hardware, software and special systems with unique connectivity issues, especially within the Police Department. Therefore, Staff recommends that the City approve a two-year agreement with GST to ensure a smooth transition while the City incorporates two (2) new Fire Stations into our network along with additional communication systems.

In addition, Staff is recommending to expand GST's managed services by adding a part time person to provide services to the Police Department. Since the Police Department is a 24/7 operation their IT needs go beyond the typical work week. It is important that our communications center has support for their various interfaces with other law enforcement agencies.

FISCAL IMPACT:

The total cost for the Expanded Managed Services Agreement with GST is \$234,000 annually and not-to-exceed \$409,500 through June 30, 2021. The pro-rated cost for the remainder of the fiscal year is \$175,500 and sufficient funds remain in the IT Division's Contract Services budget.

Prepared by:

Reviewed and approved:



Rosanna Ramirez
Director of Administrative Services



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

1. GST Expanded Managed Services proposal
2. Professional Services Agreement with GST



Solution Proposal

Expanded Managed Services

09/04/2019
Quote # 061209
Version 1

Prepared for:

City of Placentia

Rosanna Ramirez
rramirez@placentia.org

Expanded Managed Services



Prepared by:
Golden Star Technology
Min Joo
(562) 345-8744
Fax (562) 546-1290
mjoo@gstes.com

Prepared for:
City of Placentia
401 E. Chapman Ave
Placentia, CA 92870
Rosanna Ramirez
rramirez@placentia.org

Quote Information:
Quote #: 061209
Version: 1
Quote Date: 09/04/2019
Expiration Date: 10/02/2019

IT Statement of Work

SUMMARY

Project Description

This is an extension and expansion of Managed Services provided by GST to the City.

Currently a part time person with escalation and assistance is provided. Additionally MDC maintenance is provided.

Complex or larger scale projects are defined and approved separately.

The Managed Services plan is to expand to a full time person and an additional 1/2 time person to provide services to the City and PD. Allocation of resources is determined by the City.

This will provide significantly enhanced services, support the growth and increased demands of the City, deliver additional services to groups that have sought them.

Detailed Description

The following details are provided to describe the services. General terms and descriptions are a continuation of the original Managed Services agreement.

| Current Plan | Hourly | Monthly | Annual |
|---|---------|----------------|-----------------|
| 2014 Contract- 104 hours per month at \$69.34 | \$69.34 | \$7,178 | \$86,136 |
| MDC Maintenance | na | \$1,100 | \$13,200 |
| Total | | \$8,278 | \$99,336 |

Changes

Increase Rate from \$69.34 to \$75 (better than CPI rate \$79.03)

Add CPI (cost of living) annual adjustment

Provide full time primary person (104hrs to 173)



Provide part time PD person 20 hrs per week
 Provide MDC maintenance within other hours, saving \$13,200/yr

| Revised Plan | Hourly | Monthly | Annual |
|---|--------|----------|-----------|
| Addendum Contract extend date to June 30,2021 | - | - | - |
| Addendum from 104hrs per week to full time | | \$75 | \$13,000 |
| Addendum add Part time person 20 hrs/wk | | \$75 | \$6,500 |
| | | | \$78,000 |
| MDC Maintenance (included) | | \$0 | \$0 |
| Total | | \$19,500 | \$234,000 |

The new rates and service levels are intended to begin by agreement on an annual basis with automatic renewal on October 1, 2019 through September 30, 2020.

It is expected that annual rates may be adjusted for the California CPI at GST discretion.

CUSTOMER REQUIREMENTS

PROJECT SPECIFIC REQUIREMENTS

GENERAL RESPONSIBILITIES

- Coordinate the preparation of any hardware and/or software that is not included for this project. Ensure that existing hardware is fully functional and software/firmware is updated.
- Assure that the environment is 100% ready. If the environment is not 100% ready the scheduling of the implementation will not be finalized until it is.
- Customer is responsible for providing 24 hours or greater advanced notice for the rescheduling or cancellation of GST's onsite engineering services. If less than 24 hours is given the customer will be charged a half day of GST's engineers time at \$200/hr.
- Coordinate service deployment on third-party maintained hardware/software (if applicable).
- Assign a designated person from the Customer's staff who, on behalf of the Customer will grant all approvals, provide information, and otherwise be available to assist GST to facilitate the delivery of this service.
- Ensure that all hardware, firmware, and software that the GST engineer will need in order to deliver this service are available.
- Allow GST full and unrestricted access to all locations where the service is to be delivered.
- Provide a suitable work area for delivery of the service, including access to an outside telephone line, power, any network connections, etc. that is required.
- Be responsible for all data backup and restore operations
- Provide one point-of-contact that will finalize decisions during the project.
- Provide necessary documentations, paperwork, schematics, line drawings, and information for GST to complete the project. Any delays in providing the necessary project documentation will delay the project.

SERVICES TERMS AND CONDITIONS

NON-COMPETE CLAUSE

GST assigns service professionals with qualifications commensurate with tasks listed in this scope of work. If the customer, directly or indirectly, contracts with or hires any GST employee engaged in providing services to the customer under this agreement or any other agreement, written or oral, GST will have the option of negotiating a change in the cost and/or time to deliver or charge the customer the equivalent of 30% of the employees' annual salary as a finder's fee. This clause is applicable for a period of up to ninety days from the last date of services rendered by a GST employee to the customer.

TIME RECORDS

Each employee, either directly employed by GST or a subcontractor (hereinafter called "GST employee") will present a time record to the customer setting forth the hours worked. An authorized representative of the customer must countersign the record and will thereby certify that such time is correct and that the work was performed in a satisfactory manner.

NORMAL BUSINESS HOURS

GST service hours are 8:00 am to 5:00 pm Monday through Friday. Overtime (over 8 hours in one day), scheduled after hours and weekends are charged at time and one-half of contracted service rate. Emergency after hours, weekends and holidays are charged at two times contracted service rate. Customer is responsible for providing 24 hours or greater advanced notice for the re-scheduling or cancellation of GST onsite engineering services. If less than 24 hours is given the customer will be charged a half day of GST engineering time at \$200/hr.

TERMINATION TERMS

Client may terminate work under this Statement of Work, in whole or in part, at any time by 30 day written notice. Such notice shall state the extent and effective date of such termination. Upon receipt thereof, GST shall, to the extent directed by the Client or its designees, stop work under this agreement. If the agreement is so terminated for convenience, GST shall be paid in accordance with the terms of the order for only those materials or supplies delivered and accepted.

COMMENCEMENT OF WORK

Work shall not commence under the Contract until a fully executed agreement has been received by GST and GST has been given approval to proceed by customer.

DATA LOSS

GST make no guarantee against data loss during services engagements. It is the customers responsibility to ensure data is properly protected (backed up) before the engagement begins.

PRODUCT RETURNS

Standard stock items purchased from GST may be returned for any reason within (14) fourteen days. Custom orders are non-returnable and non-refundable. All original packaging, accessories and documentation must accompany the item and be in unmarked condition. Items must be shipped via at least 2nd day freight with insurance for the full value of the item. Returned items are subject to a 25% restocking fee. Though rare, a customer may need to return a defective product. Defective product returns are not subject to the 25% restocking fee and will be exchanged in accordance with the manufacturer's policy within 30 days of purchase.

PROJECT DELAYS

Delays due to client configuration specifications, hardware delivery, carrier availability, and facility access, physical or environmental delays are subject to change orders as billable delays. These delays can also impact project timeline and deadlines.

PREVAILING WAGE CLAUSE

GST holds the right to charge the customer additional services fees if the project is deemed to have prevailing rates of wages requirements prior, during, or after project completion. GST adheres and complies with the provisions of the

California Labor Code. All workers employed on public works projects must be paid the prevailing wage determined by the Director of the Department of Industrial Relations, according to the type of work and location of the project. The prevailing wage rate is the basic hourly rate paid on public works projects to a majority of workers engaged in a particular craft, classification or type of work within the locality and in the nearest labor market area (if a majority of such workers are paid at a single rate). If there is no single rate paid to a majority, then the single or modal rate being paid to the greater number of workers is prevailing.

GST SERVICES WARRANTY

QUALITY OF SERVICES

GST warrants that its Services will be of professional quality (performed in a good and workmanlike manner) and will conform to generally accepted industry standards for such Services and to the requirements specified in this SOW. GST's personnel shall be competent and qualified to perform the tasks to which they are assigned. In the event of any breach of this warranty, GST, at its sole expense and without delay, shall re-perform the non-conforming Services to the applicable standard.

WORKMANSHIP WARRANTY

GST certifies that all equipment and materials furnished shall carry a ninety (90) day warranty on parts. GST guarantees to furnish any qualified personnel (during normal business hours, Monday to Friday, 8:00 am to 5:00 pm) to the installation site for the period of one (1) year from the date of installation to repair or replace defective items installed or provided by GST exclusively. If the item is determined to not be defective, GST will charge the customer for all time spent on the incident at a rate of \$175/hour. Determination if item is defective or was changed, damaged, reconfigured, or altered by non GST personnel is under sole authority of GST. Any change, alteration, damage, or reconfiguration by non GST personnel voids one (1) year warranty. No response timeframe SLA guaranteed for warranty work. Further, all equipment purchased from GST in our installed system is subject to a manufactures warranty. Further, all equipment purchased from GST in our installed system is subject to a manufacture warranty. GST will not honor any other warranty, implied or otherwise. In no event shall GST be liable, or in any way responsible for damages, or defect in the system, which were caused by neglect, vandalism, misuse, environmental damage or by repairs or attempted repairs performed by anyone other than a GST service technician. Nor shall GST be liable or in any way responsible for any incidental or consequential economic or property damage.

CHANGE MANAGEMENT

GST establishes change management procedures to document changes that are made to the baseline project identified in the Statement of Work. These procedures are in place to reduce the potential for cost and schedule variances.

Customer is responsible for providing 24 hours or greater advanced notice for the re-scheduling or cancellation of GST engineering services. If less than 24 hours is given the customer will be charged a half day of GST engineering time at \$200/hr.

If a change needs to be made to the project, which is not included in the SOW or differs from the SOW, GST or the client must complete the Change Management Request form. GST will review the completed form and provide an estimate to complete the request. Client must approve the additional hours/costs in order to complete the request.

In the event a change requested by the customer reduces the amount of work and the project is a firm fixed priced project, the full amount of the project will be invoiced.

A change occurs when GST encounters any of the following situations during project delivery:

1. Either party identifies new requirements not included in the original project's scope
2. Either party makes suggestions that would improve the proposed system but are not necessarily required to address the project requirements; such suggestions are incorporated into a subsequent project phase
3. Either party changes the direction and intent of this project, which requires GST to rework the solution design or services

Changes in the scope of work defined in this Statement of Work are only effective if both the customer and GST agree to them in a written document setting forth the modifications and any changes to the delivery schedule and payment terms.



Shipping

| Line | Item | Description | Price | Qty | Ext. Price | Taxable |
|------|--------------|---------------------|--------|-----|------------|--------------------------|
| 1 | GST-SHIPPING | GST-SHIPPING | \$0.00 | 1 | \$0.00 | <input type="checkbox"/> |

Managed Services - Monthly

| Line | Item | Description | Price | Qty | Ext. Price | Taxable |
|------|-------------------|---|-------------|-----|-------------|--------------------------|
| 1 | GST-SVC-MS-MNTH01 | GST Managed Services Contract Month 01 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 2 | GST-SVC-MS-MNTH02 | GST Managed Services Contract Month 02 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 3 | GST-SVC-MS-MNTH03 | GST Managed Services Contract Month 03 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 4 | GST-SVC-MS-MNTH04 | GST Managed Services Contract Month 04 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 5 | GST-SVC-MS-MNTH05 | GST Managed Services Contract Month 05 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 6 | GST-SVC-MS-MNTH06 | GST Managed Services Contract Month 06 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 7 | GST-SVC-MS-MNTH07 | GST Managed Services Contract Month 07 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 8 | GST-SVC-MS-MNTH08 | GST Managed Services Contract Month 08 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 9 | GST-SVC-MS-MNTH09 | GST Managed Services Contract Month 09 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 10 | GST-SVC-MS-MNTH10 | GST Managed Services Contract Month 10 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 11 | GST-SVC-MS-MNTH11 | GST Managed Services Contract Month 11 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |
| 12 | GST-SVC-MS-MNTH12 | GST Managed Services Contract Month 12 | \$19,500.00 | 1 | \$19,500.00 | <input type="checkbox"/> |

Subtotal: **\$234,000.00**

Quote Summary

| Description | Amount |
|----------------------------|--------------|
| Managed Services - Monthly | \$234,000.00 |
| Total: \$234,000.00 | |

TERMS AND CONDITIONS

All prices and descriptions are subject to change without notice.

THIS PRICE LIST IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology inc. ("GST"). Acceptance by GST of any offer is expressly conditioned upon your assent to the Terms and Conditions of Sale set forth in GST's invoices.

The prices contained in this list may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation, and are not guaranteed to meet bid specifications. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. The freight costs listed are estimates. Shipping costs may vary based on time of purchase, quantity ordered, shipment carrier and warehouse sourced. Actual shipping costs will be calculated during shipment and will be reflected on your invoice. For hardware product(s), manufacturer warranty will begin upon physical delivery of the hardware products(by) by the customer or GST warehouse. For software product(s), the manufacturer warranty will begin upon electronic or physical receipt of the software product(s) by you or GST.

GST is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation unless said regulations, requirements or obligations have been passed to GST and approved in writing by an authorized representative of GST.

WE DO EVERYTHING WE CAN TO ENSURE THAT THE PRICES WE HAVE QUOTED ARE CORRECT AND CURRENT, AND WE TRY TO KEEP OUR PRICES CONSTANT. HOWEVER, DUE TO IMPENDING TARIFFS, PRICES MAY INCREASE AT ANY TIME FROM OUR OEM AND VENDORS THAT IS OUT OF OUR CONTROL.



12881 166th Street
Cerritos, CA 90703
www.gstes.com
(562) 345-8700

▶ Statement of Work Authorization

I agree with the tasks described in the aforementioned statement of work for the project. I understand that if there are any changes to the Statement of Work that GST will provide a revised statement of work and a quote for any additional charges. By signing below, each party agrees to the terms of this Agreement and GST will begin in executing this statement of work.

Client Acceptance:

Authorized Signature

Printed Name

Title

Date

GST Acceptance:

Authorized Signature

Printed Name

Title

Date

Customer Signature

Date

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 6th day of May, 2014, by and between the City of Placentia, a Charter City and municipal Corporation and (“CITY”) and Golden Star Technology Inc., corporation (“CONSULTANT”).

A. Recitals.

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the provision of Information Technology Support Services to the City of Placentia from June 1, 2014 through June 30, 2017 with one (1) year extension option. (“Project” hereinafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit “B” and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Project: Provision of Information Technology support services for the City of Placentia utilizing Model B – Fixed Monthly Rate with 24-7 support as part of the contract and leadership as described in Exhibit “D” hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

(c) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project. It has been agreed that there will be no service charges incurred by CITY from June 1, 2014 to June 30, 2014 for initial familiarization of infrastructure environment.

(d) Completion of Project: The date of completion of all phases of the Project, including any and all maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents regarding the final approval of the Project as set forth in Schedule of Performance in Exhibit "A" hereto.

2. CONSULTANT Services: (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) To pay CONSULTANT a maximum sum of \$ 86,136 annually for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to

CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 100% of individual task totals described in Exhibits "A" and "B".

(c) CONSULTANT'S hourly rates and monthly rates are defined in the COST PROPOSAL v.2 attached as Exhibit "D".

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B" and "D". Any additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make

transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT'S failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT'S control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within

such period of time, 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.

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

To Consultant: Henry Ngo
Golden Star Technology Inc.
10343 166th Street
Cerritos, CA 90703

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "C," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in the Request for Proposals, Exhibit "A."

(c) In addition to the requirements of Exhibit "C," and prior to commencing work on the Project, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees ("Indemnitees"), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done ("Claims"), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the

same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) **General Indemnification Provisions.** CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) **Obligation to Defend.** It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorneys' fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the CITY and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by CONSULTANT without the prior written consent of CITY.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) **Legal Requirements.** 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. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) **Non-liability of City Officers and Employees.** No elected or appointed

officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) **Undue Influence.** CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) **No Benefit to Employees.** No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

(e) **Nondiscrimination.** In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. 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, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1)

CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

17. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. **Attorneys' Fees:** In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

19. **Authority to Execute:** The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

20. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT


Henry Ngo
Senior Vice President


Troy L. Butzlauff, ICMA-CM
City Administrator
Mayor

ATTEST: 
City Clerk

Approved as to form:


Andrew V. Arczynski,
City Attorney

NOTEPAD:

HOLDER CODE CITYPLA
INSURED'S NAME GOLDEN STAR TECHNOLOGY INC.

GOLDE-1
OP ID: AC

PAGE 2
Date 04/25/2014

The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds. This insurance is primary and non-contributory over any insurance or self-insurance the City may have for general liability insurance policy.

Waiver of Subrogation applies to both general liability and Workers Compensation insurance.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF OF POLICE
DATE: SEPTEMBER 24, 2019
SUBJECT: **PROPOSED VETERANS MONUMENT REGISTRATION CHANGES**
FISCAL
IMPACT: NONE

SUMMARY:

The Placentia Veterans Advisory Committee established the Veterans Monument ("Monument") to honor residents that served or are currently serving in the armed forces. Currently the Monument is being expanded to include an additional six (6) monument stones for future names to be added and to relocate all honoree names so they are oriented towards the front view of the Monument.

Based upon community concerns that the criteria be more inclusive to a greater share of Placentia's active duty service members and veterans, the Veterans Advisory Committee has reviewed the criteria. It states, "Those with names on the Monument consist of military service veterans and active duty service personnel who were raised, educated, or entered the service in Placentia, including those who listed Placentia as their hometown when enlisting."

The full Veterans Advisory Committee identified two additions that it recommends be added to the existing Monument registration criteria. A full committee vote was taken and approved to include the two additional criteria. The first addition is including Placentia residents who currently live in the city and have lived in the city for a period of twenty-five (25) years or greater and have previously served or currently are serving in the armed forces. This change is aimed to include Placentia residents who have lived here a considerable period but did not enlist after being raised in, educated in, or entered the service from Placentia. The second change, which Staff believes was an oversight when the original criteria was created, would add language requiring all honorees to have the distinction of being "honorably discharged" from the military.

RECOMMENDATION:

It is recommended that City Council take the following action:

Approve the following Veterans Monument criteria changes to read, "*Those with names on the Monument consist of military service veterans and active duty service personnel who were raised in, educated in, or entered the service from Placentia,*

1. j.
September 24, 2019

including those who listed Placentia as their hometown when enlisting. Additionally, Placentia residents who have lived in the city for a period of twenty-five years (25) or greater and currently serve or have previously served in the armed forces are eligible. All monument honorees must have been honorably discharged."

DISCUSSION:

The Placentia Veterans Monument was established in 1994. The Placentia Veterans Advisory Committee established the Veterans Monument to honor residents that served or are currently serving in the armed forces. All the names engraved on the Monument are reviewed by the Veterans Advisory Committee. The existing Monument holds approximately 800 honoree names. Currently the Monument is being expanded to include an additional six (6) monument stones for future names to be added and to relocate all honoree names so they are oriented towards the front view of the Monument. The expansion will be completed prior to the upcoming Veterans Day Observance Ceremony on Monday, November 11, 2019.

Recently there have been concerns expressed by Placentia residents who desire the criteria for registration be more inclusive to a greater share of Placentia's active duty service members and veterans. Acting on direction from City Council, the Veterans Advisory Committee reviewed the criteria which states, *"Those with names on the Monument consist of military service veterans and active duty service personnel who were raised, educated, or entered the service in Placentia, including those who listed Placentia as their hometown when enlisting."*

The full Veterans Advisory Committee took a vote and identified two additions that it recommends be added to the existing Monument registration criteria. The first is adding Placentia residents who currently live in the city and have lived in the city for a period of twenty-five (25) years or greater and have previously served or currently are serving in the armed forces. This change is aimed to include Placentia residents who have lived here a considerable period but did not enlist after being raised in, educated in, or entered the service from Placentia. The second change, which Staff believes was an oversight when the original criteria was created, would add language requiring all honorees to have the distinction of being "honorably discharged" from the military. The current criteria do not address any standard related to classification of military discharge.

Staff recommends that the criteria be changed to read, *"Those with names on the Monument consist of military service veterans and active duty service personnel who were raised in, educated in, or entered the service from Placentia, including those who listed Placentia as their hometown when enlisting. Additionally, Placentia residents who have lived in the city for a period of twenty-five years (25) or greater and currently serve or have previously served in the armed forces are eligible. All monument honorees must have been honorably discharged."*

Prepared by:



Brad Butts
Captain/Operations Division

Reviewed and Approved:



Darin Lenyi
Chief of Police

Reviewed and Approved:



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE LENYI

DATE: SEPTEMBER 24, 2019

SUBJECT: **AMENDMENT TO SOFTWARE LICENSE AND SERVICES AGREEMENT WITH MARK43, INC. TO INCLUDE FIRE CAD FUNCTIONALITY FOR THE PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT**

FISCAL
IMPACT: EXPENSE: \$176,500 FOR THE PURCHASE AND IMPLEMENTATION OF THE MARK43 CAD/RMS AMENDED SOFTWARE PACKAGE (PRORATED TO MATCH EXISTING CONTRACT)

YR. 1 BUDGET: \$21,500 FY 2019-20 CIP BUDGET
\$81,000 MEASURE U FUNDS (FY 2018-19, 4TH QUARTER)
TO BE ALLOCATED TO FY 2019-20 CIP BUDGET AT MID-YEAR

YR 2 BUDGET: \$37,000 FY 2020-21 CIP BUDGET

YR 3 BUDGET: \$37,000 FY 2021-22 CIP BUDGET

SUMMARY:

On July 18, 2017, the City Council voted to purchase the Mark43 Computer Aided Dispatch (CAD) and Records Management System (RMS) for a five-year (5) term in the amount of \$592,200. The Mark43 system has been in full use since June 1, 2018 in the Police Department.

On June 4, 2019, the City Council voted to establish the Placentia Fire and Life Safety Department ("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 new Department.

Soon after, City Staff began to research the current capabilities of the CAD system and began negotiating with Mark43 to implement their Fire and EMS dispatching features. Mark43 provides a robust and configurable Fire and EMS solution that will be seamlessly integrated into our existing Police CAD. The addition of these features will limit the need for extended training time, due to the current Dispatchers being already familiar with the Mark43 CAD system and functionality. Implementation, integration with other Fire Department and EMS software, and configuration must begin as soon as practical to deliver a fully operational product by July 1, 2020. A dedicated implementation team will be assigned to Placentia by Mark43 to assist with the product enhancements and additions.

1. k.
September 24, 2019

RECOMMENDATION:

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

1. Approve Amendment No. 1 to the Software License and Services Agreement with Mark43, Inc. for a Fire CAD four (4) year prorated subscription term (September 25, 2019 – May 31, 2023) from Mark43, Inc. in an amount not-to-exceed \$176,250; and
2. Authorize the City Administrator and/or his designee to execute all 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 Department by July 1, 2020. The recommended actions outlined above are one of many in a series that will come before the City Council for its consideration during the next year as the City fulfills each step in establishing the new Department. The authorization to purchase the required Mark43 software upgrades and integrations is presented to the City Council for its review and consideration at this time.

The Fire Department transition team researched and identified all options including, but not limited to, purchasing a separate Fire CAD system, contracting out the Dispatch responsibility to another agency, and upgrading our current CAD system to include Fire and EMS functionality. Based on discussions and the recommendation of City Staff, the conclusion was that upgrading our current software systems is the preferred solution to maintain faster response times, retain local control, and deliver the highest quality of service.

FISCAL IMPACT:

An initial kick-off pro-rated payment of \$27,750 is due upon contract signing and a second payment of \$74,500 is due on June 1, 2020 after interface development. The remaining two (2) annual payments of \$37,000 are due on June 1, years three (3) and four (4).

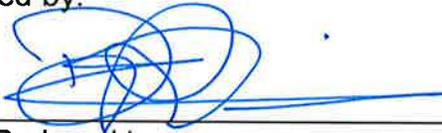
Fire CAD Payment Schedule

| Payment Dates | Amount Due |
|--|-------------------|
| Total payment due on Amendment Effective Date (Prorated Subscription Fee) | \$ 27,750 |
| Total One-time Interface Development Fee due on June 1, 2020 | \$ 37,500 |
| Annual Subscription for Fire CAD Add-On due on June 1, 2020 | \$ 37,000 |
| Annual Subscription for Fire CAD Add-On due on June 1, 2021 | \$ 37,000 |
| Annual Subscription for Fire CAD Add-On due on June 1, 2022 | \$ 37,000 |
| Total Initial Term Payments | \$ 176,250 |

Measure U Revenues exceeded the estimated Fiscal Year (FY) 2018-19 Budget by approximately \$427,000. Per the City of Placentia Reserve Policy No. 460, half of these funds must be allocated to infrastructure, vehicles, or equipment. Staff recommends that \$81,000 of these Measure U funds be utilized for the purchase of the Mark43 CAD/RMS software, in addition to the \$21,500 budgeted in the FY 2019-20 CIP Budget for CAD/RMS software. If approved by City Council, the Measure U appropriation will be included in the mid-year budget amendment.

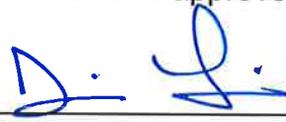
It is anticipated that the amount needed to purchase the systems will not exceed the amount requested. It is anticipated that future years costs (years 3-5) will be paid for utilizing the Public Safety Development Impact Fee Fund or the General Fund.

Prepared by:



David Radomski
Sergeant / Investigations

Reviewed and approved:



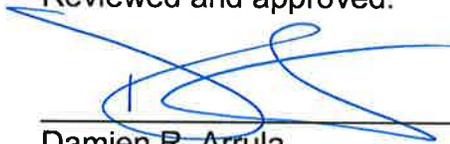
Darin Lenyi
Chief of Police

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Mark43 Pricing for the City of Placentia
2. Mark43 Master Service Agreement (MSA) Amendment



MARK43

COMPUTER AIDED DISPATCH



Placentia Police Department Mark43 Computer Aided Dispatch (Fire CAD Add-On) September 17, 2019

Prepared for:

Placentia Police Department
Sergeant David Radomski

PLACENTIA POLICE DEPARTMENT

401 E. Chapman Avenue
Placentia, CA 92870
p: 714-993-8164
e: dradomski@placentia.org

Prepared by:

Terri Greene
Account Executive
P: 714-203-1000
E: terri.greene@mark43.com

Mark43, Inc
28 E 28th St, 12th Fl
New York, NY 10016
p: 212-739-7803

www.mark43.com

September 17, 2019

Placentia Police Department

Attn: Sgt. David Radomski
401 E Chapman Avenue
Placentia, CA 92870

Dear Sgt. Radomski:

Mark43, Inc., is pleased to provide the following revised quote for Placentia Police Department to add Fire Computer Aided Dispatching (CAD) services and functionality to its existing Mark43 Police CAD/RMS system, to be able to perform and manage dispatching services for the new Placentia Fire Department.

We appreciate your interest in enhancing your services and appreciate your business!

Features of the Mark43 public safety solution include:

- User-friendly system accessible in-field or in-office designed to meet latest CJIS standards
- Configurable command line, AVL/Mapping, CAD Search, Integrated with Mark43 RMS
- Interface development to existing fire systems for increased operational efficiencies

As a technology company focused exclusively on public safety, Mark43 has been engaged by agencies of all sizes throughout the country. The Mark43 Platform was originally built and designed for the Washington, D.C., Metropolitan Police Department to transition off their Intergraph I/LEADS RMS and has expanded rapidly throughout the country serving public safety agencies throughout California, Florida, Louisiana, Oregon, Massachusetts, New Jersey, Texas, and Washington.

As for the Placentia Police Department, Placentia Fire Department will benefit from a truly agile vendor who can implement and deliver a user-friendly and secure public safety system that will remain current for years to come, leveraging modern technology and infrastructure to keep up with the pace of innovation.

We appreciate the opportunity to serve the Placentia Fire Department in addition to the Placentia Police Department with both its police and fire dispatching needs.

Respectfully,

Terri Greene

Terri Greene
P: (714) 203-1000 / terri.greene@mark43.com

MARK43 BENEFITS TO THE CITY OF PLACENTIA



EFFICIENT & EFFECTIVE RESOURCE MANAGEMENT (POLICE & FIRE)

Mark43 Police and Fire CAD is a combined system that tracks units and their locations in real-time; from initial log on into the end of the shift. Additionally, Mark43 records unit response areas, response times, special skills, and requests for aid for quick reference and dissemination, as well as audits as needed. New functions that will be added to the existing Mark43 Police CAD to support dispatching for the new Placentia Fire Department:

- Fire Call Codes
- GPS / AVL (Cradlepoint)
- Capabilities & Equipment
- Stations
- Statuses
- Timestamps
- Report Number Generation
- Fire RMS Integration
- Rip and Run
- Station Alerting
- Response Plans: Resource Patterns & Run Cards
- Unit Recommendations
- Closest Unit Available
- Alarm Escalation
- Move-ups
- Routing
- Premise attachments
- Additional Map Layers
- First Responder Enhancements

| | |
|---|--|
|  <p>OFFICER & PUBLIC SAFETY POWERED BY ENHANCED COMMUNICATION</p> | <p>Mark43 Police & Fire CAD enables user-friendly real time data capture and information sharing. Messaging, BOLOs, cautions, and warnings are also included, which will equip the City of Placentia with modern tools used by public safety agencies nationwide.</p> <ul style="list-style-type: none">• Easy and quick search tools help users maintain situational awareness• Ability to make informed response decisions• Location verification and CAD map with multi-layers to streamline awareness and operational responsiveness• Increase service levels to the community |
|  <p>FUTURE-PROOF AND AGILE</p> | <p>As a true cloud-native solution, Mark43 deploys new code every two weeks. This means users can experience improvements in weeks, not years. This also means the platform will never be stagnant or outdated as Mark43's agile development methodology delivers ongoing results, improvements, and compliance with future regulation changes.</p> <ul style="list-style-type: none">• Biweekly releases with enhancements and bug fixes• Quarterly releases with new major features.• Dedicated team to gather user feedback to inform future development |

QUOTE - FIRE CAD ADD-ON

The following details payment options for setup and configuration of Mark43 Fire CAD.

| | | | |
|------------------------------|---|--------------------------|--------------------------------|
| Subscriber Name | Placentia Police Department | Quote Date | September 17, 2019 |
| Subscriber Address | 401 E Chapman Ave, Placentia, CA 92870 | Quote Expiration | October 31, 2019 |
| | | Payment Terms | Net 30 |
| Subscription Term Start Date | TBD | Mark43 Account Executive | Terri Greene (714) 203-1000 |
| Subscription Term Length | 4 years | Email | terri.greene@mark43.com |

| Payment Schedule | |
|--|-------------------|
| Payment Due Dates | Amount Due |
| - Payment 1 - Year 1 Subscription (Prorated) - Due on Amendment Effective Date | \$27,750 |
| - Payment 2 - Due June 1, 2020 (Interface Development One-time Fee) | \$37,500 |
| - Payment 3 - Due June 1, 2020 (Fire CAD Subscription) | \$37,000 |
| - Payment 4 - Due June 1, 2021 (Fire CAD Subscription) | \$37,000 |
| - Payment 5 - Due June 1, 2022 (Fire CAD Subscription) | \$37,000 |
| Total Initial Term Payments | \$176,250* |

**This is an indicative quote based on current Mark43 assumptions about the scope and complexity of the project. This sales quote does not include any applicable sales tax. This sales quote does not include potential hardware that may be required for the implementation of the solution. Mark43 reserves the right to modify the quote for any reason. This quote is not a binding order. Orders for Mark43's Subscription Services, Software and Professional Services must be placed pursuant to a separate ordering document in the form provided by or otherwise acceptable to Mark43 (the "Order Form"). Order Forms will not be valid unless signed by Subscriber and Mark43 and orders are not effective unless customer has signed a Subscription Agreement with Mark43 or an authorized Mark43 reseller (the "Subscription Agreement"). Certain orders for Professional Services also require a Statement of Work, unless such requirement is waived in writing by Mark43.*

DETAILED PRICING BREAKDOWN

Payment schedule offered is derived from the following pricing breakdown.

| MARK43 PRODUCT SUBSCRIPTION -ANNUAL RECURRING COSTS | | | |
|---|----------------|--------------------------|-----------------------------|
| Product Module | QTY | ANNUAL LIST PRICE | ANNUAL OFFERED PRICE |
| COMPUTER AIDED DISPATCH (CAD) - FIRE DISPATCH ADD-ON | | | |
| CAD 1: Dispatcher (existing) | up to 10 seats | \$25,200 | \$9,250 |
| CAD 2: First Responder View - LE | up to 42 seats | \$12,600 | \$9,250 |
| CAD 3: First Responder View - Fire | up to 42 seats | \$12,600 | \$9,250 |
| CAD 4: First Responder Handheld | up to 42 seats | \$12,600 | \$9,250 |
| PRODUCT SUPPORT & MAINTENANCE | n/a | included | included |
| INTERFACE SUPPORT & MAINTENANCE | 3 | \$4,000 | \$0 |
| TOTAL RECURRING ADD-ON SUBSCRIPTION | | \$67,000 | \$37,000 |

| MARK43 PROFESSIONAL SERVICES - (ONE-TIME COSTS) | | | |
|--|------------|-------------------|-----------------|
| IMPLEMENTATION / CONFIGURATION SERVICES | QTY | LIST PRICE | QTY |
| CONFIGURATION AND SETUP OF FIRE CAD DISPATCH SERVICES; EXISTING MARK43 POLICE CAD | n/a | \$25,000 | \$0 |
| One-Time Fees Interface Development | | | |
| Emergency Reporting (Fire RMS) | 1 | \$25,000 | \$12,500 |
| Station Alerting Vendor (TBD) | 1 | \$25,000 | \$12,500 |
| Central Square (Tellus/FATPOT) Two Way Integration** | 1 | \$25,000 | \$12,500 |
| TOTAL ONE-TIME COSTS | | \$100,000 | \$37,500 |

MARK43 FIRE CAD ADD-ON QUOTE ASSUMPTIONS

This section outlines the relevant assumptions and considerations that were the basis for the offered quotes.

- Modification to existing Placentia Police Department SLSA with Mark43
- A remote implementation with support of Placentia's Customer Success Reps to configure Fire CAD functionality for Placentia Police Department's existing Mark43 Police CAD
- No change in Police dispatch staffing (Mark43 user accounts)
- Site license includes up to 42 Fire CAD user accounts for the Placentia Fire Department
- Placentia Police Department apparatus estimates: (1) Engine, (1) Truck, (1) Type 3 Engine, (1) Reserve Engine, (2) Command Vehicles. Total of (6) apparatuses.
- Placentia intends to use the Getac 140 as primary device in fire apparatuses/vehicles and will explore dedicated LTE/GPS device in apparatus (Cradlepoint)
- There are no additional integration needs for go-live beyond what has been included in the Detailed Pricing Breakdown on page 5
- No additional data migration needs for go-live
- As part of the Professional Services, Mark43 will provide Subscriber with a one-way interface from Fire CAD to Tellus to cover the mutual aid use-case, which does not include syncing units between CADs. Once available, Mark43 will upgrade Subscriber to a two-way interface at no additional cost.

Additional Information Regarding Central Square (FATPOT) Two Way Integration

All Mark43 customers and their vendors get free access to the Mark43 API to build integrations.

- If Central Square (FATPOT) agrees to integrate with the Mark43 API, there will be no cost to the City of Placentia from Mark43

Phase 1: Initial Implementation

- As part of the Mark43 Fire CAD launch, Mark43 will build the integration to send all (or a subset as desired) calls to FATPOT, in FATPOT's format
- The goal of this is to handle the mutual aid use-case
- This does not include syncing units between CADs

Phase 2: Post Implementation:

- Mark43 recognizes the need to build the full FATPOT integration at some point, as we do more business in California, but it will take significant investment from Mark43
- Once we have built this full integration once, we are willing to provide it to Placentia Fire at no cost

**AMENDMENT NO. 1 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Amendment No. 1 to the Software License and Services Agreement (this "Amendment"), is dated as of _____, 2019, and is by and between Mark43, Inc., with offices at 250 Hudson Street, New York, NY 10013 ("Mark43") and the City of Placentia, having a place of business at 401 East Chapman Avenue, Placentia, CA 92870 ("Subscriber," and together with Mark43, the "Parties," and each, a "Party").

- A. WHEREAS, the Parties have entered into that certain Software License and Services Agreement, dated as of July 19, 2017 (the "Existing Agreement"); and
- B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to update Schedule A and C thereto, and to memorialize Schedule D, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
- 2. Amendments to the Existing Agreement. As of the Amendment Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - a. Schedule A of the Existing Agreement is hereby amended by deleting it in its entirety and substituting the Schedule A attached to this Amendment.
 - b. Schedule C of the Existing Agreement is hereby amended by deleting it in its entirety and substituting the Schedule C attached to this Amendment.
 - c. Schedule D in the form attached to this Amendment is hereby added to the Existing Agreement as Schedule D thereto.
- 3. Date of Effectiveness; Limited Effect. This Amendment is effective as of the date first written above (the "Amendment Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.
- 4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:
 - a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.
 - b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.
 - c. This Amendment has been executed and delivered by such Party and (assuming due authorization,

execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

- a. This Amendment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
- b. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.
- c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
- d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
- e. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

Mark43, Inc.

By _____

Name:

Title:

City of Placentia

By _____

Name:

Title:

SCHEDULE A

Services Schedule

1. **Services**. The Services covered by this Agreement consists of the following:

a. **Professional Services:** Professional Services to be provided are as follows and as further detailed in a Statement of Work.

i. Interfaces to be provided are described as follows:

- 1) CLETS Interface to Mark43 CAD
- 2) Vesta / E911 Interface to Mark43 CAD
- 3) LiveScan Interface to Mark43 RMS
- 4) CrossRoads Interface to Mark43 RMS
- 5) Getac GPS Interface to Mark43 CAD
- 6) Emergency Reporting (Fire RMS)
- 7) Central Square/Tellus (previously known as FATPOT)*
- 8) Station Alerting Integration – Vendor TBD

* As part of the Professional Services, Mark43 will provide Subscriber with a one-way interface from Fire CAD to Tellus to cover the mutual aid use-case, which does not include syncing units between CADs. Once available, Mark43 will upgrade Subscriber to a two-way interface at no additional cost.

ii. The Data Migration to be provided is described as follows:

- 1) Placentia PD RMS legacy data from PSSI – Mark43 will migrate Entities, which include persons, locations and crimes – an officer will be able to search for old reports by report number and open them up from within the Mark43 RMS as a PDF document.
- 2) Placentia PD Property/Evidence Data
- 3) Placentia PD Crossroads Data
- 4) Placentia PD MySQL DIMS data – Mark43 will migrate 197GB of images (JPEGs) and up to 3GB of video (MP4)

b. **SaaS Services:**

i. The Applications to be provided are described as follows:

Record Management System

- Field Contact & Offense Reporting
- Incident Reporting
- Arrest & Booking
- DUI Arrest
- Automatic UCR & NIBRS coding
- Exported PDF Forms
- Custom Units, Teams and User Roles
- Configurable Report Approval Chains
- Dynamic Master Entity Profiles
- Image, Video, and Audio file uploads
- Permission-based Read/Write Privileges
- User Specific Reports Dashboard
- Advanced Search
- Rich Text Formatting
- Auto-Validation of Fields, Locations and People
- Configurable Fields
- Smart Duplicate Data Entry Logic and Prevention
- Configure all mandated NCIC Masks for Mark43 RMS

Computer Aided Dispatch - Police

Call Taking and Dispatching
Event Management
Call Processing
Automatic Vehicle Location Mapping (Integration)
Unit Management and Monitoring
Call Management

Computer Aided Dispatch - Fire (Configuration to existing CAD for Placentia PD)

Additional Map Layers
Alarm Escalation
AVL / GPS Pinger (Cradlepoint) on Fire Vehicles/Trucks
CAD Phone/Tablet
Capabilities & Equipment
Email/Text Notifications
Fire Call Codes
Fire RMS Integration
First Responder Enhancements
RapidSOS Integration
Move-ups
Premise attachments
Report Number Generation
Response Plans: Resource Patterns & Run Cards
Rip N Run
Routing
Support for Stations (Tracking station location, assigning resources to stations, move ups, etc.)
Statuses
Unit Recommendations

Mark43 Evidence

Immutable Chain of Custody
Master Item Profile
Chain of Custody Validations and Guardrails
Digitally capture signatures and photo ID's
Batch Label Printing
Support for Zebra Printing
Storage Location Setup and Customization
Mobile Application (barcode scanning)
Automated disposition approval process with customizable retention periods

Mark43 Case Management

The Mark43 RMS case management module interfaces directly with reports written in the RMS and enables pulling of data from multiple disparate incidents into one investigation.

- ii. Upon completion of the Professional Services, Mark43 will provide Subscriber with a 60 month (5 year) regular usage period ending on May 31, 2023 (the "Regular Usage Period") of the SaaS Services.
- 2. **Initial Term.** The Initial Term of this Agreement will commence on the Effective Date and end on May 31, 2023.
- 3. **Renewal Terms.** Any Renewal Terms shall be for a period of 1 year.
- 4. **Fees.**
 - a. Professional Services:
 - i. Interface Development: One-time Professional Services Fees for the Interface Development of the following:
 - Emergency Reporting (\$12,500)
 - Station Alerting Integration – Vendor TBD (\$12,500)
 - Central Square/Tellus (\$12,500)
 - b. Subscription Services:

- i. RMS and Police CAD: The total annual subscription price for Police CAD and RMS with Property & Evidence is \$210 per sworn officer per month or \$118,440 per year.
- ii. Fire CAD: The total annual subscription price for Fire CAD is \$37,000 per year, which will be prorated for the shortened initial period of the subscription (Amendment Effective Date through May 31, 2020).

Mark43 Pricing is based on the number of sworn officers employed directly or indirectly by Subscriber at the time this Agreement is signed. In the event that Subscriber increases its number of employed sworn officers, which is currently 47, during the Term of this Agreement to more than 60 sworn officers, then the fee shall increase by \$210 per sworn officer per month in excess of 60 sworn officers for Police CAD and RMS and by an amount to be determined by Mark43 per sworn officer per month in excess of 60 sworn officers/dispatchers for Fire CAD.

5. **Payment Schedule.** Subscriber will pay the Fees on the following schedule:

RMS/Police CAD Year 1 Payment Schedule

| Year 1 Milestones | % of Year 1 due | Expected Date | Amount Due |
|------------------------------|-----------------|----------------------------------|----------------------|
| Contract signing | 0% | July 19 th 2017 | \$ - |
| Project Kickoff | 25% | September 1 st , 2017 | \$ 29,610.00 |
| RMS Cutover | 25% | May 15 th , 2018 | \$ 29,610.00 |
| Evidence Cutover | 25% | May 15 th , 2018 | \$ 29,610.00 |
| CAD Cutover | 25% | May 15 th , 2018 | \$ 29,610.00 |
| Total Year 1 Payments | | | \$ 118,440.00 |

RMS/Police CAD Years 2 through 5 Payment Schedule

| Year 2 Payment Dates | Amount Due |
|---|----------------------|
| June 2019 | \$ 59,220.00 |
| December 2019 | \$ 59,220.00 |
| Year 3 Payment Dates | |
| June 2020 | \$ 59,220.00 |
| December 2020 | \$ 59,220.00 |
| Year 4 Payment Dates | |
| June 2021 | \$ 59,220.00 |
| December 2021 | \$ 59,220.00 |
| Year 5 Payment Dates | |
| June 2022 | \$ 59,220.00 |
| December 2022 | \$ 59,220.00 |
| Total Years 2 through 5 Payments | \$ 473,760.00 |

Fire CAD Payment Schedule

| Payment Dates | Amount Due |
|--|-------------------|
| Total payment due on Amendment Effective Date (Prorated Subscription Fee) | \$ 27,750 |
| Total One-time Interface Development Fee due on June 1, 2020 | \$ 37,500 |
| Annual Subscription for Fire CAD Add-On due on June 1, 2020 | \$ 37,000 |
| Annual Subscription for Fire CAD Add-On due on June 1, 2021 | \$ 37,000 |
| Annual Subscription for Fire CAD Add-On due on June 1, 2022 | \$ 37,000 |
| Total Initial Term Payments | \$ 176,250 |

Renewal Term: Fees for any Renewal Term will be paid on the first day of the Renewal Term.

6. **Support Services.** As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Subscriber and its Authorized Users to support Subscriber's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43's obligations under this Agreement. The contact information for Mark43's technical support organization is Support@mark43.com and Mark43 will notify Subscriber in writing of any changes no less than 5 days in advance. Mark43 shall provide Subscriber with online access to its known-problem database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43's other customers. The Mark43 account manager or primary point of contact for Subscriber with respect to this Agreement will be Matt Neal or such other individual as Mark43 appoints in his or her stead upon notice to Subscriber.

7. **Service Levels.** Mark43 shall provide the Applications in accordance with the following services levels.

a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, "RMS").**

i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("**RMS Scheduled Downtime**"); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 7I below ("**Service Levels for Integrated Third Party Software**"). Mark43 shall provide Subscriber with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.

ii. **RMS Service Credits.** In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

| RMS Availability (Monthly) | Credit Percentage |
|----------------------------|-------------------|
| Above 99.9% | 0% |
| 99.8 – 99.0% | 10% |
| 98.9 – 98.0% | 20% |
| Below 97.9% | 30% |

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Subscriber's use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Subscriber internal network

problems; (d) defects or bugs in the Applications or Software caused by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (e) any other cause(s) beyond Mark43's reasonable control, including but not limited to those caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 \$1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month's portion of the Fee, or: $\$1,000/12 = \83.33 per month, and $10\% \text{ of } \$83.33 = \8.33 . In this example, Mark43 would owe Subscriber \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

b. **Service Levels for the Computer Aided Dispatch Application (CAD).**

- i. **CAD Availability.** During any calendar month of a Regular Usage Period, CAD shall be available to Subscriber no less than 99.95% of the time on a 24x7 basis, excluding scheduled maintenance of CAD ("**CAD Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime of CAD under this section caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein. Any CAD Scheduled Downtime shall be scheduled on minimal traffic days whenever possible. The parties agree that the total amount of CAD Scheduled Downtime shall not exceed 60 minutes during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of CAD other than CAD Scheduled Downtime ("**CAD Unscheduled Downtime**"), as well as continual periodic updates during the CAD Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the CAD shall be available.
- ii. **Error Response and Resolution.** When reporting a failure of the CAD to Mark43 (a "**CAD Error**"), Subscriber shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Subscriber's initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 CAD Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Subscriber, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error based on Mark43's initial evaluation. Mark43 and Subscriber shall cooperate in good faith to jointly determine whether a CAD Error is a Severity Level 1, 2, or 3 CAD Error; provided, however, that in the event that Mark43 and Subscriber cannot come to such joint determination despite such good faith cooperation, Mark43's determination shall control. Subscriber may report to Mark43 any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during Mark43's normal business hours. Upon notification by Subscriber of a CAD Error, Mark43 shall commence and diligently pursue correction of such CAD Error, at all times employing at least the level of effort ("**Level of Effort**") designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a "**Work Around**") and a permanent fix (a "**Permanent Correction**") to Subscriber within the timeframes in the chart set forth below, as measured from the earlier of the time that Subscriber notifies Mark43 or Mark43 first becomes aware of a CAD Error. Mark43 shall provide Subscriber with updates to the status of Mark43's efforts (the "**Status Updates**") by telephone, email or such other means as may be reasonably designated by Subscriber from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, a CAD Error does not include, and Mark43 will not be responsible for, any feature or functionality of the CAD that is not set forth in Section 1(b)(i)(2) of this Schedule A or in a project plan created for Subscriber by Mark43.
 1. "**Severity Level 1 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, renders the CAD or any material portion thereof inoperative, or materially impairs use of the CAD in a production environment. Examples of Severity Level 1 CAD Errors include, without limitation, situations in which the CAD are inoperable and causing dispatchers to experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability

to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.

2. **"Severity Level 2 CAD Error"** means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.
3. **"Severity Level 3 CAD Error"** means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, has a minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

| Severity Level | Level of Effort | Initial Response | Work Around | Permanent Correction | Status Updates |
|----------------|--|---|------------------|----------------------|---|
| 1 | Continuous best efforts, 24 hours per day, 7 days per week | Immediate, but in no event to exceed 30 minutes | 6 hours | 3 calendar days | Every 3 hours prior to a Work Around and every calendar day thereafter |
| 2 | Commercially reasonable efforts, 24 hours per day, 7 days per week | 1 hour | 24 hours | 5 calendar days | Every 6 hours prior to a Work Around and every calendar day thereafter |
| 3 | Commercially reasonable efforts, during normal business hours | 1 Business Day | 10 Business Days | 20 Business Days | Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter |

CAD Service Credits. Mark43's failure to meet the CAD services levels set forth in Section 7(b) during any calendar month of a Regular Usage Period entitles Subscriber to Fee credits (the "**CAD Service Credit(s)**") calculated as set forth below. Any CAD Service Credits owed to Subscriber hereunder shall offset against any subsequent Fees owed by Subscriber and shall be Subscriber's sole and exclusive remedy with respect to Mark43's failure to provide the CAD. If Mark43 fails to meet the CAD service levels set forth in this Section 7(b) in any applicable calendar month during the Regular Usage Period, then Mark43 shall credit Subscriber five percent (5%) of the portion of the Fees attributable to CAD Services in the calendar month in which such CAD service level failure occurs. The applicable CAD Service Credits will be applied to the next invoice. Only one CAD Service Credit for failure to meet the applicable service level shall be granted for each Service in a calendar month of the Regular Usage Period.

- c. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(c). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.
 - i. **Availability of Third Party Applications.** The Statement of Work will outline specific Third Party Application integrations (the "**Integrated Third Party Software**") to be performed by Mark43 during the Professional Services Period, and the Subscriber's and Mark43's respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the "**Integration Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not

receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime ("**Integration Unscheduled Downtime**"), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the Integration shall be available.

- ii. **Responsibilities for Planned Updates.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third Party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.
- iii. **Responsibilities for Planned Upgrades.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

SCHEDULE C

Technical Requirements

This Schedule lists the minimum technical requirements required for Mark43's RMS, CAD, Evidence Management and Data Exchange applications. This also describes the requirements for Mark43 interface servers. Third Party Providers and subcontractors may have additional requirements that are not listed here.

1. MARK43 RMS

1.1 RMS Workstation Requirements

| Item | Minimum | Recommended |
|------------------|-----------------------------|-----------------------------------|
| Operating System | Windows 7+, Apple OS X 10.X | Windows 10, Mac OS 10.X |
| Processor | 1x dual-core processor | 1x dual-core processor or greater |
| Architecture | x64 / x86 | x64 |
| Memory | 4 GB | 6 GB+ |
| Network Card | 1x 2Mbps+ NIC | 1x 10Mbps+ NIC |
| Display(s) | 1x 1024x768 | 1 x 1920x1080 |
| Hard Drive | 1 GB available space | 5 GB available space |
| Graphics Card | N/A | N/A |
| Bandwidth | 2 Mbps | 5+ Mbps |

1.2 RMS Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 recommends for the RMS application an overall internet bandwidth connection of 1+ Mbps per concurrent user using that connection. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

1.3 RMS Browser Requirements

Mark43 RMS is web-based and requires a modern web browser to access the system. Mark43 RMS supports all versions of Microsoft Internet Explorer and Google Chrome that receive technical support and security updates from the browser vendor.

- Google Chrome (latest)
- Microsoft Internet Explorer: All versions of Microsoft Internet Explorer that receive technical support and browser updates. (As of 1/1/2019 this is IE 11+, Microsoft Edge)

1.4 RMS Mobile Data Terminal Requirements

| Item | Minimum | Recommended |
|------------------|---------------------------|-----------------------------------|
| Operating System | Windows 7+, Mac OS X 10.X | Windows 10, Mac OS 10.X |
| Processor | 1x dual-core processor | 1x dual-core processor or greater |
| Architecture | x64 / x86 | x64 |
| Memory | 2 GB | 4 GB+ |
| Network Card | 2 Mbps (4G LTE) | 5+ Mbps (4G LTE) |
| Display(s) | 1x 1024x768 | 1x 1024x768+ |
| Hard Drive | 1 GB available space | 5 GB available space |
| Graphics Card | N/A | N/A |

2. MARK43 CAD

2.1 CAD Call Taker / Dispatcher Workstations

Mark43 recommends solely using the Mark43 CAD installed windows application for CAD call takers and dispatchers. The installed application allows for multi-window functionality and a more seamless user experience for power-users of the CAD application.

| Item | Minimum | Recommended |
|------------------|---------------------------|---------------------------------------|
| Operating System | Windows 7+, Mac OS X 10.X | Windows 10, Mac OS 10.X |
| Processor | 1x dual-core processor | 1x quad-core processor or greater |
| Architecture | x64 | x64 |
| Memory | 4 GB | 8 GB+ |
| Network Card | 1x 2Mbps+ NIC | 1x 10 Mbps+ NIC |
| Display(s) | 1 x 1024x768 monitor | 2x+ 1920x1080 monitors |
| Hard Drive | 1 GB available space | 5 GB available space |
| Graphics Card | 128 MB of video memory | 2x 512MB NVIDIA Quadro NVS 310, 4 MON |
| Bandwidth | 2 Mbps | 10+ Mbps |

2.2 CAD Call Taker / Dispatcher Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 highly recommends for the CAD application an overall internet bandwidth connection of 2+ Mbps per concurrent user using that connection and a backup ISP connection with automatic failover. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

2.3 CAD First Responder Mobile Data Terminal Requirements

| Item | Minimum | Recommended |
|------------------|---------------------------|-----------------------------------|
| Operating System | Windows 7+, Mac OS X 10.X | Windows 10, Mac OS 10.X |
| Processor | 1x dual-core Processor | 1x dual-core processor or greater |
| Architecture | x64 | x64 |
| Memory | 2 GB | 4 GB+ |
| Network Card | 2 Mbps+ (4G LTE) | 5 Mbps+ (4G LTE) |
| Display(s) | 1 x 1024x768 | 1 x 1024 x 768 |
| Hard Drive | 1 GB available space | 5 GB available space |
| Graphics Card | 128 MB of video memory | N/A |
| Bandwidth | 2 Mbps+ (4G LTE) | 5 Mbps+ (4G LTE) |

2.4 Mark43 CAD Web Application (First Responder & Dispatch)

Mark43 CAD is also web-based and requires a modern web browser to access the system. Mark43 CAD is only supported for the latest version of Google Chrome. All other users are recommended to use the installed version of the application.

2.5 GPS Pinger

| Item | Minimum | Recommended |
|------------------|------------------|------------------|
| Operating System | Windows 7+ | Windows 10 |
| Architecture | x32 | x64 |
| Network Card | 2 Mbps+ (4G LTE) | 5 Mbps+ (4G LTE) |

Other requirements:

- Powershell that is installed with Windows 7+
- .Net Framework v.2.0.50727 or v.4.0
- Java jre 8u162
- To support legacy passthrough, com0com driver required and dedicated COM ports set up
- Admin access is required for installation
- Service account set up with "Log in as service" permissions
- Verified Hardware:
 - * Getac machines with internal GPS (BAUD rate of 96k)
 - * BU-353S4 receivers that plug in
- Supported:
 - * GPS Receiver using NMEA standard (that is to say \$GPxxx messages) with a dedicated COM port
- External Antenna strongly recommended

3. MARK43 EVIDENCE MANAGEMENT

3.1 Evidence Workstation Requirements

Evidence workstation requirements mirror the RMS workstation requirements, as evidence is loaded as a module of the RMS.

3.2 Evidence Smartphone Mobile Application

- **Platforms:**
 - Android version 5+
- **Recommended Device:**
 - Samsung Galaxy S7+

3.3 Evidence Barcode Printer Requirements

Mark43 Evidence product requires a barcode printer to optimize the evidence management process. Mark43 integrates seamlessly with Zebra barcode printing hardware and requires the following printer:

- ZD420 model number ZD42043-C01E00EZ
- 2000T label
- 5095 Premium Resin ribbon (05095CT11007)
 - Ribbon roll-only (05095GS11007)

3.4 Evidence Printer Server Requirements

The complexity with barcode printing stems from making our website communicate with physical hardware on premises with our clients. We cannot rely on Chrome/Internet Explorer's built in printing functionality because they do not support the Zebra printing language we use for labels. In order to communicate with the barcode printers we will need an intermediate server to route printing requests. This machine can be the same machine as the Interface Servers specified below or standalone in which case it will need the following specifications:

- 2 GB RAM
- 32 GB HDD Storage
- 2 x 2.0+ GHz Processors

4. MARK43 DATA EXCHANGE

The Mark43 Data exchange functionality is enabled through either the RMS or CAD applications. Additional interface servers may be required to support Mark43 Data Exchange data flows, depending on the department's size and complexity.

5. MARK43 INTERFACE SERVERS

If 3rd party integrations are required, interface server(s) may be installed on site. The requirements of an interface server are as follows. The recommended number of interface servers needed depends on the interface requirements of the agency as well as the number of users supported by the data exchange product.

| Item | Minimum | Recommended |
|----------------------------|-----------------|--------------------|
| Operating System | CentOS 7 | CentOS 7 |
| Processor speed & quantity | 4x CPUs | 8x+ CPUs |
| Architecture | x64 / x86 | x64 / x86 |
| Memory | 8 GB | 16+ GB |
| Network Card | 1x 100 Mbps NIC | 2x 1Gbps NICs |
| Display(s) | N/A | N/A |
| Hard Drive | 250 GB | 500 GB |
| Graphics Card | N/A | N/A |

SCHEDULE D

Additional Terms

i. Vendors:

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html

Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>

Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Amazon:

Universal Service Terms: <https://aws.amazon.com/service-terms/>

Acceptable Use: <https://aws.amazon.com/aup/>

ii. Subcontractors:

Subscriber consents to Mark43's use of the following subcontractors: TBD

SOFTWARE LICENSE AND SERVICES

This Software License and Services Agreement (this "Agreement") is effective as of July 19th 2017 (the "Effective Date") by and between Mark43, Inc. ("Mark43"), with a place of business at 28 E. 28th 12th Floor, New York, NY 10016, and The City of Placentia Police Department ("Subscriber"), with a place of business at 401 East Chapman Avenue, Placentia California 92870.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- 1.1 **Defined Terms.** Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.
- 1.2 **"Affiliate"** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.3 **"Applicable Law"** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
- 1.4 **"Applications"** means the Records Management System, Computer-Aided Dispatch and Evidence Management Applications, as described in Schedule A.
- 1.5 **"Authorized User"** means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services.
- 1.6 **"Documentation"** means the user guides and user manuals for the SaaS Services that Mark43 provides to Subscriber.
- 1.7 **"Integration Control Document"** means the agreement, if applicable, governing any integrations with Third Party Applications.
- 1.8 **"Intellectual Property Rights"** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.9 **"Professional Services"** means the evaluation, consultation, implementation, customization, configuration and other services offered by Mark43 in connection with the SaaS Services.
- 1.10 **"SaaS Services"** means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.
- 1.11 **"Services"** means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.
- 1.12 **"Software"** means the object code version of Mark43's computer software and all Updates made available by Mark43 to Subscriber under this Agreement.
- 1.13 **"Statement of Work"** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement in order to facilitate implementation of the Professional Services and Applications.

- 1.14 **"Subscriber Data"** means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Mark43 Data.
- 1.15 **"Term"** means the Initial Term and any Renewal Term.
- 1.16 **"Third Party Application"** means a third-party service approved by Mark43 to which Subscriber and any Authorized User facilitates Mark43's access to, and use, of the SaaS Services, via an application programming interface or other means.
- 1.17 **"Third Party Components"** means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.18 **"Third Party Data"** means any data owned by a third party that Mark43 provides to Subscriber via the SaaS Service.
- 1.19 **"Third Party Provider"** means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.
- 1.20 **"Updates"** means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.
- 1.21 **"Vendors"** means third parties with whom Mark43 contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).
- 1.22 **"Website"** means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

2. SERVICES.

- 2.1 **SaaS Services.** During the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Website through the Internet as set forth in Schedule C, "Technical Requirements." Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2 **Professional Services.** Mark43 offers Professional Services in connection with the SaaS Services as further described in Schedule A. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3 **Access to Documentation.** Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4 **Support Services.** Mark43 will provide a telephone-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber via telephone from 7 AM to 7 PM (Eastern Time), Mondays through Fridays (excluding U.S. Federal holidays). Mark43 also provides a 24/7 email based help desk for the SaaS Services as set forth in Schedule A.
- 2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services

available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User's location; (xv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark 43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

- 2.6 Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. [In addition, Authorized Users may log into the SaaS Service from only one location at any given time – concurrent usage (or sign in) under a single username is prohibited.] Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7 Title.** As between Mark43 and Subscriber, Mark43 retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Mark43's licensors retain title to and ownership of the Third Party Data and the Third Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber provides to Mark43, whether solicited by Mark43 or not, shall be owned by Mark43 and Subscriber hereby irrevocably assigns, and shall assign, to Mark43 all right, title, and interest in and to such suggestions. Mark43 shall have no obligation to incorporate such suggestion into its products or Services.
- 2.8 Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with Mark43 as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to Mark43 an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other Mark43 subscribers; analyze the Subscriber Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for Mark43's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any statement of work.
- 2.9 Third Party Applications.** If Subscriber installs or enables a Third Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) Mark43 permission to access Subscriber Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services. In no event will Mark43 be responsible for any Third Party Application, or for any failure of a Third Party Application to properly

interoperate with the SaaS Services. If Mark43 receives information that a Third Party Application may violate any Applicable Laws or Third Party rights, Subscriber will, promptly upon receiving notice of the foregoing from Mark43, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, Mark43 shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to Mark43 to access and use Third-Party Data as required for the interoperation of that Third-Party Application, Subscriber shall defend, indemnify, and hold harmless Mark43 from any and all claims based on Mark43's use of such Third-Party Application.

2.10 Third Party Components.

(a) **Use of Third-Party Components.** Mark43 may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service shall apply to the Services. Such terms, or URL locator addresses for such terms, will be provided on Schedule D or in writing from time to time, "**Additional Terms.**" If any of the Vendors and/or licensors of the Third-Party Components require Mark43 to flow down any Additional Terms Subscriber, Subscriber's use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third Party Component.

(b) **DISCLAIMER REGARDING THIRD PARTY COMPONENTS.** MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.11 Third Party Data. Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. MARK43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.12 Agreements with Third Party Providers. Subscriber, and not Mark43, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

2.13 Changes to Services. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.

3. FEES AND PAYMENT TERMS.

3.1 Fees for Mark43 Services. Subscriber will pay Mark43 fees as stated on Schedule A (the "Fees") attached hereto in accordance with the payment schedule set forth on Schedule A. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under Applicable Law, from due date until paid. Subscriber will pay any sales, use or other tax related to the license and services provided hereunder, exclusive of income taxes and payroll taxes relating to Mark43's employees. Subscriber agrees that its use of and payment for Services constitutes its inspection and acceptance of such Service.

3.2 Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by Mark43, such fee may be included within the Fees. Mark43 may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance notice.

- 3.3 Taxes.** Subscriber will be responsible, as required under applicable law, for identifying and paying all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("**Indirect Taxes**"). All Fees are exclusive of Indirect Taxes. If Subscriber is exempt from paying Indirect Taxes, it shall provide to Mark43 exemption certificates, or a direct payment permit certificate, or such information to Mark43 as reasonably required and requested to determine whether Mark43 is obligated to collect Indirect Taxes from Subscriber. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

4. TERM AND TERMINATION.

4.1 Term.

(a) **Initial Term.** The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "**Initial Term**").

(b) **Renewal Terms.** Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a "**Renewal Term**") at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

4.2 Temporary Suspension and Termination.

(a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(b) If Mark43 reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on Mark43's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects Mark43 or its Affiliates to possible liability, then Mark43 may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of 30 days, terminate the Services.

4.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

(a) Subscriber will pay Mark43 all amounts payable hereunder as of the effective date of termination or expiration;

(b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services; and

(c) Mark43 will provide records to Subscriber in accordance with its transition assistance services ("**Transition Assistance**") as set forth in Schedule B.

(d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

4.4 Survival. The following provisions will survive any termination or expiration of this Agreement: Section 2.7 ("**Subscriber Data**"), Section 2.9 ("**Third Party Components**"), Section 2.10 ("**Third Party Data**"), Section 4.3 ("**Effect of Termination**"), Section 5 ("**Confidentiality**"), Section 6.2 ("**Disclaimer**"), Section 7 ("**Limitation of Liability**"), Section 8 ("**Indemnification**"), Section 9 ("**Miscellaneous Provisions**"), Schedule B ("**Transition Assistance**") and this Section 4.4 ("**Survival**").

5. CONFIDENTIALITY.

- 5.1 Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any

action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

- 5.2 Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 5.3 Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 5.4 Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.
- 5.5 Required Disclosures.** If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use its best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing, Subscriber shall notify Mark43 of any requests for public records relating to Mark43 (including, without limitation, user guides or Documentation, or documents submitted by Mark43 in response to the RFP) within 24 hours of receipt of the request. Without limiting the foregoing, Subscriber further agrees to indemnify and hold harmless Mark43, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by Mark43 in connection with a request for the disclosure of Confidential Information of Mark43 or Subscriber Data.
- 5.6 Information Collected Through SaaS Services.** Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. Subscriber agrees that Mark43 may use such information to (i) provide more effective Services, (ii) to develop and test its Services, (iii) to aggregate such information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services or for marketing, research or other business purposes. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to Mark43's collecting and using such data at any time by written notice to Mark43; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.

6. REPRESENTATIONS AND WARRANTIES.

- 6.1 **Power and Authority.** Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.
- 6.2 **No Other Warranties.** Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The SaaS Services do not provide legal advice. Subscriber shall be responsible for all its own actions or failure to act in connection with the SaaS Services. Mark43 cannot guarantee that every error in the SaaS Services or problem raised by Subscriber will be resolved. THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. MARK43 MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, MARK43 CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. LIMITATION OF LIABILITY.

- 7.1 **Liability Exclusion.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.2 **Limitation of Damages.** MARK43'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO MARK43 BY SUBSCRIBER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. MARK43 SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.
- 7.3 **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION.

8.1 Indemnification by Mark43. Mark43 will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States intellectual property rights of third party; provided, however, that the foregoing obligations shall be subject to Subscriber (a) promptly notifying Mark43 of the claim, (b) providing Mark43 with reasonable cooperation in the defense of the claim when Subscriber becomes aware and (c) providing Mark43 with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Mark43 shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, Mark43 shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the use of old versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than Mark43, unless such alterations and modifications were authorized by Mark43 or specified in the Documentation for use with the SaaS Services.

8.2 Indemnification by Subscriber. Subscriber will defend, indemnify and hold harmless Mark43 and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, information or materials provided by Subscriber hereunder, including, without limitation, the Subscriber Data and Third Party Applications, when used in connection with the SaaS Services: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the actual or alleged violation of Applicable Law by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (iii) Subscriber's breach of this Agreement; provided, however, that the foregoing obligations shall be subject to Mark43 (x) promptly notifying Subscriber of the claim, (y) providing Subscriber with reasonable cooperation in the defense of the claim and (z) providing Subscriber with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Subscriber shall not enter into any such settlement without Mark43's prior written consent, which consent will not be unreasonably withheld, and that Mark43 shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing; (II) disabling a connection to a Third Party Application at Subscriber's request; (III) Subscriber's actions or failure to act, resulting in any third-party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy; (IV) any request pursuant to a judicial or governmental order or other similar process, including but not limited to a subpoena or FOIA request or discovery request, seeking the disclosure of any Subscriber Data or other information collected or maintained by Mark43 in connection with the SaaS Services. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described in Clause (IV) of this subsection unless and until Subscriber reaffirms that it will honor its indemnification obligations as provided herein.

9. MISCELLANEOUS.

9.1 Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which

notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: David Jochim

If to Subscriber: _____

Placentia Police Department
401 East Chapman Avenue
Placentia, CA 92870
Attn: David Radomski

Copy to:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: General Counsel

Copy to: _____

- 9.2 Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.
- 9.3 [RESERVED]**
- 9.4 Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 9.5 No Waiver.** The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 9.6 Amendment.** No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.
- 9.7 Relationship of the Parties.** The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
- 9.8 Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 9.9 Headings.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 9.10 Counterparts.** This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute

one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

- 9.11 Cumulative Remedies.** All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 9.12 Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.
- 9.13 Compliance with Laws.** Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement. "**Applicable Laws**" means all applicable provisions of all (x) constitutions, treaties, statutes, laws (including the common law), rules, directives, regulations, ordinances, codes or orders of any governmental authority and (y) orders, decisions, injunctions, judgments, awards and decrees and consents of or agreements with any such entity. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under the Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.
- 9.14 Entire Agreement.** This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

By: 

Title: VP of Finance

Date: 7/20/17

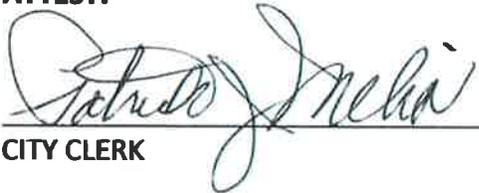
CITY OF PLACENTIA

By: 

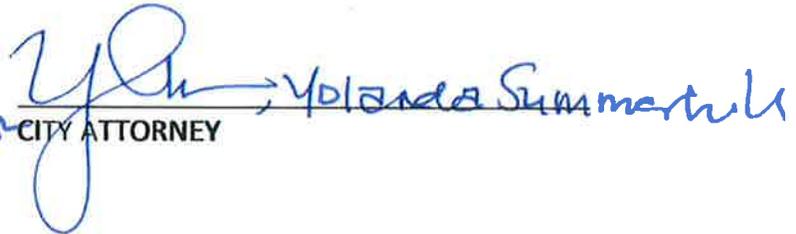
Title: CITY ADMINISTRATOR

Date: 7/20/17

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

SCHEDULE A

Services Schedule

1. **Services.** The Services covered by this Agreement consists of the following:

a. **Professional Services:**

i. Interfaces to be provided are described as follows:

- 1) CLETS Interface to Mark43 CAD
- 2) Vesta / E911 Interface to Mark43 CAD
- 3) LiveScan Interface to Mark43 RMS
- 4) CrossRoads Interface to Mark43 RMS
- 5) Getac GPS Interface to Mark43 CAD

ii. The Data Migration to be provided is described as follows:

- 1) Placentia PD RMS legacy data from PSSI – Mark43 will migrate Entities, which include persons, locations and crimes – an officer will be able to search for old reports by report number and open them up from within the Mark43 RMS as a PDF document.
- 2) Placentia PD Property/Evidence Data
- 3) Placentia PD Crossroads Data
- 4) Placentia PD MySQL DIMS data – Mark43 will migrate UP TO 500GB of images (JPEGs) and up to 3GB of video (MP4)

b. **SaaS Services:**

i. The Applications to be provided are described as follows:

Record Management System

- Field Contact & Offense Reporting
- Incident Reporting
- Arrest & Booking
- DUI Arrest
- Automatic UCR & NIBRS coding
- Exported PDF Forms
- Custom Units, Teams and User Roles
- Configurable Report Approval Chains
- Dynamic Master Entity Profiles
- Image, Video, and Audio file uploads
- Permission-based Read/Write Privileges
- User Specific Reports Dashboard
- Advanced Search
- Rich Text Formatting
- Auto-Validation of Fields, Locations and People
- Configurable Fields
- Smart Duplicate Data Entry Logic and Prevention
- Configure all mandated NCIC Masks for Mark43 RMS

Computer Aided Dispatch

- Call Taking and Dispatching
- Event Management
- Call Processing
- Automatic Vehicle Location Mapping (Integration)
- Unit Management and Monitoring
- Call Management

Mark43 Evidence

- Immutable Chain of Custody
- Master Item Profile
- Chain of Custody Validations and Guardrails
- Digitally capture signatures and photo ID's
- Batch Label Printing
- Support for Zebra Printing
- Storage Location Setup and Customization
- Mobile Application (barcode scanning)
- Automated disposition approval process with customizable retention periods

Mark43 Case Management

The Mark43 RMS case management module interfaces directly with reports written in the RMS and enables pulling of data from multiple disparate incidents into one investigation.

- ii. Upon completion of the Professional Services, Mark43 will provide Subscriber with a 60 month (5 year) regular usage period (the "Regular Usage Period") of the SaaS Services. The Regular Usage Period for CAD and RMS is expected to commence on or about **May 15th, 2018**.
- 2. **Initial Term.** The Initial Term of this Agreement is for the time it takes to complete the Professional Services plus sixty (60) months thereafter, and will commence on the Effective Date.
- 3. **Renewal Terms.** Any Renewal Terms shall be for a period of 1 year.
- 4. **Fees.** The total annual Mark43 subscription price for CAD and RMS with Property & Evidence is \$210 per sworn officer per month or \$118,440 per year.

Mark43 Pricing is based on the number of sworn officers employed directly or indirectly by Subscriber at the time the Order Form is signed. In the event that Subscriber increases its number of employed sworn officers, which is currently 47, during the Term of the agreement to more than 60 sworn officers, then the fee shall increase by \$210 per sworn officer per month in excess of 60 sworn officers.

- 5. **Payment Schedule.** Subscriber will pay the Fees on the following schedule:

Year 1 Payment Schedule

| | | | |
|------------------|-----|----------------------------------|--------------|
| Contract signing | 0% | July 19 th 2017 | \$ - |
| Project Kickoff | 25% | September 1 st , 2017 | \$ 29,610.00 |
| RMS Cutover | 25% | May 15 th , 2018 | \$ 29,610.00 |
| Evidence Cutover | 25% | May 15 th , 2018 | \$ 29,610.00 |
| CAD Cutover | 25% | May 15 th , 2018 | \$ 29,610.00 |

Total Year 1 Payments \$ 118,440.00

Years 2 through 5 Payment Schedule

June 2019 \$ 59,220.00

| | |
|---|----------------------|
| December 2019 | \$ 59,220.00 |
| Year 3 Payment Dates | |
| June 2020 | \$ 59,220.00 |
| December 2020 | \$ 59,220.00 |
| Year 4 Payment Dates | |
| June 2021 | \$ 59,220.00 |
| December 2021 | \$ 59,220.00 |
| Year 5 Payment Dates | |
| June 2022 | \$ 59,220.00 |
| December 2022 | \$ 59,220.00 |
| Total Years 2 through 5 Payments | \$ 473,760.00 |

- a. **Renewal Term:** Fees for any Renewal Term will be paid on the first day of the Renewal Term.
6. **Support Services.** As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Subscriber and its Authorized Users to support Subscriber's use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43's obligations under this Agreement. The contact information for Mark43's technical support organization is Support@mark43.com and Mark43 will notify Subscriber in writing of any changes no less than 5 days in advance. Mark43 shall provide Subscriber with online access to its known-problem database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43's other customers. The Mark43 account manager or primary point of contact for Subscriber with respect to this Agreement will be Andrew Kennedy.
7. **Service Levels.** Mark43 shall provide the Applications in accordance with the following services levels.
 - a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, "RMS").**
 - i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("RMS Scheduled Downtime"); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 7I below ("Service Levels for Integrated Third Party Software"). Mark43 shall provide Subscriber with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled

downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the RMS shall be available.

- ii. **RMS Service Credits.** In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber's account for the unavailable RMS as follows:

| RMS Availability (Monthly) | Credit Percentage |
|----------------------------|-------------------|
| Above 99.9% | 0% |
| 99.8 – 99.0% | 10% |
| 98.9 – 98.0% | 20% |
| Below 97.9% | 30% |

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Subscriber's use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Subscriber internal network problems; (d) defects or bugs in the Applications or Software caused by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (e) any other cause(s) beyond Mark43's reasonable control, including but not limited to those caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

"Credit Percentage" means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 \$1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month's portion of the Fee, or: $\$1,000/12 = \83.33 per month, and $10\% \text{ of } \$83.33 = \8.33 . In this example, Mark43 would owe Subscriber \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

b. Service Levels for the Computer Aided Dispatch Application (CAD).

- i. **CAD Availability.** During any calendar month of a Regular Usage Period, CAD shall be available to Subscriber no less than 99.95% of the time on a 24x7 basis, excluding scheduled maintenance of CAD ("CAD Scheduled Downtime"); provided, however, that Mark43 shall not be responsible for downtime of CAD under this section caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein. Any CAD Scheduled Downtime shall be scheduled on minimal traffic days whenever possible. The parties agree that the total amount of CAD Scheduled Downtime shall not exceed 60 minutes during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of CAD other than CAD Scheduled Downtime ("CAD Unscheduled Downtime"), as well as continual periodic updates during the CAD Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the CAD shall be available.
- ii. **Error Response and Resolution.** When reporting a failure of the CAD to Mark43 (a "CAD Error"), Subscriber shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Subscriber's initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 CAD Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Subscriber, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error

based on Mark43's initial evaluation. Mark43 and Subscriber shall cooperate in good faith to jointly determine whether a CAD Error is a Severity Level 1, 2, or 3 CAD Error; provided, however, that in the event that Mark43 and Subscriber cannot come to such joint determination despite such good faith cooperation, Mark43's determination shall control. Subscriber may report to Mark43 any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during Mark43's normal business hours. Upon notification by Subscriber of a CAD Error, Mark43 shall commence and diligently pursue correction of such CAD Error, at all times employing at least the level of effort ("**Level of Effort**") designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a "**Work Around**") and a permanent fix (a "**Permanent Correction**") to Subscriber within the timeframes in the chart set forth below, as measured from the earlier of the time that Subscriber notifies Mark43 or Mark43 first becomes aware of a CAD Error. Mark43 shall provide Subscriber with updates to the status of Mark43's efforts (the "**Status Updates**") by telephone, email or such other means as may be reasonably designated by Subscriber from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, a CAD Error does not include, and Mark43 will not be responsible for, any feature or functionality of the CAD that is not set forth in Section 1(b)(i)(2) of this Schedule A or in a project plan created for Subscriber by Mark43.

1. "**Severity Level 1 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, renders the CAD or any material portion thereof inoperative, or materially impairs use of the CAD in a production environment. Examples of Severity Level 1 CAD Errors include, without limitation, situations in which the CAD are inoperable and causing dispatchers to experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.
2. "**Severity Level 2 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.
3. "**Severity Level 3 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, has a minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

| Severity Level | Level of Effort | Initial Response | Work Around | Permanent Correction | Status Updates |
|----------------|--|---|------------------|----------------------|---|
| 1 | Continuous best efforts, 24 hours per day, 7 days per week | Immediate, but in no event to exceed 30 minutes | 6 hours | 3 calendar days | Every 3 hours prior to a Work Around and every calendar day thereafter |
| 2 | Commercially reasonable efforts, 24 hours per day, 7 days per week | 1 hour | 24 hours | 5 calendar days | Every 6 hours prior to a Work Around and every calendar day thereafter |
| 3 | Commercially reasonable efforts, during normal business hours | 1 Business Day | 10 Business Days | 20 Business Days | Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter |

CAD Service Credits. Mark43's failure to meet the CAD services levels set forth in Section 7(b) during any calendar month of a Regular Usage Period entitles Subscriber to Fee credits (the "**CAD Service Credit(s)**") calculated as set forth below. Any CAD Service Credits owed to Subscriber hereunder shall offset against

any subsequent Fees owed by Subscriber and shall be Subscriber's sole and exclusive remedy with respect to Mark43's failure to provide the CAD. If Mark43 fails to meet the CAD service levels set forth in this Section 7(b) in any applicable calendar month during the Regular Usage Period, then Mark43 shall credit Subscriber five percent (5%) of the portion of the Fees attributable to CAD Services in the calendar month in which such CAD service level failure occurs. The applicable CAD Service Credits will be applied to the next invoice. Only one CAD Service Credit for failure to meet the applicable service level shall be granted for each Service in a calendar month of the Regular Usage Period.

- c. **Service Levels for Integrated Third Party Software.** Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(c). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.
- i. **Availability of Third Party Applications.** The Statement of Work will outline specific Third Party Application integrations (the "**Integrated Third Party Software**") to be performed by Mark43 during the Professional Services Period, and the Subscriber's and Mark43's respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the "**Integration Scheduled Downtime**"); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime ("**Integration Unscheduled Downtime**"), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43's progress in remedying the unavailability and the estimated time at which the Integration shall be available.
- ii. **Responsibilities for Planned Updates.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third Party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.
- iii. **Responsibilities for Planned Upgrades.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.

SCHEDULE B
Transition Assistance

Upon termination of the Agreement for any reason, and subject to all Fees due being paid in full, Mark43 will create searchable PDFs of each record (each, a "**Record**") and provide them to the Subscriber for download. Subscriber may request, and Mark43 will consider, other formats in which to create the Records, but the final format of all Records will be determined in Mark43's sole discretion. Records can be uploaded to Subscriber's new records management system by the Subscriber or its new vendor.

1. Preparation

- a. The Subscriber will provide the desired cutoff date of the SaaS Services (the "**Cutoff Date**"), at which time all existing user accounts will be terminated.
- b. Mark43 will provide one (1) account for the Subscriber to access a web-based storage platform to retrieve Subscriber documents and Records (the "**Transition Account**"). The Transition Account will be available to Subscriber for thirty (30) days prior to the Cutoff Date.

2. Content

- a. Each Report in Cobalt will be recreated as a searchable PDF (or other mutually agreed to format as described above) using the standard Cobalt format then in use.
- b. All archive files will be accessible via the internet on the Cutoff Date.

3. Support

- a. Mark43 will maintain Subscriber data in Cobalt for up to 1 year following the Cutoff Date.
- b. Mark43 will maintain Subscriber PDF archives for up to 2 years following the Cutoff Date.
- c. Mark43 will resolve any issues it deems to be the result of errors in the Cobalt platform or export process for a period of six (6) months after the Cutoff Date.

Transition Assistance as outlined in this Schedule B is included in the Fees charged to Subscriber for the Services. Fees are due and payable up to the Cutoff Date. In the event that any Fees have not been paid as required in this Agreement, Mark43 may retain all Records and decline to provide the support outlined in Section 3 of Schedule B above until such Fees are paid in full.

SCHEDULE C

Technical Requirements

Mark43 CAD and RMS Recommended Hardware Equipment

| | CAD Dispatch Workstation | RMS Dispatch Workstation |
|---|--|--|
| Operating Systems Supported | Windows 7 and higher | Windows 7 and higher |
| Processor | Quad-core Intel processor | Single, quad-core Intel processor |
| Memory | 4 GB | 4 GB |
| Network Card Speed | 2 Mbps | 2 Mbps |
| Screen Resolutions Supported | 1920x1080 | 1024x768 |
| Hard Disk Space Required | 256GB SSD Disk Drive | 80GB |
| Monitor | Dual 24 inch, flat panel, monitors | Dual 24 inch, flat panel, monitors |
| Additional Applications Software and Versions | Mark43 systems do not require any 3rd party software or plugins. | Mark43 systems do not require any 3rd party software or plugins. |
| Graphics Card Recommended | 2, 512 MB NVIDIA Quadro NVS 310, 4MON | 2, 512 MB NVIDIA Quadro NVS 310, 4MON |

| | CAD Non-Dispatch Workstation | RMS Non-Dispatch Workstation |
|---|--|--|
| Operating Systems Supported | Windows 7 and higher | Windows 7 and higher |
| Processor | Single, quad-core Intel processor | Single, quad-core Intel processor |
| Memory | 4GB | 4GB |
| Network Card Speed | 1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service. | 1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service. |
| Screen Resolutions Supported | 1920x1080 | 1024x768 |
| Hard Disk Space Required | 256GB SSD Disk Drive | 80GB |
| Monitor | 24 inch, flat panel, monitors | 24 inch, flat panel, monitors |
| Additional Applications Software and Versions | Mark43 systems do not require any 3rd party software or plugins. | Mark43 systems do not require any 3rd party software or plugins. |

| | | |
|----------------------------------|--|--|
| Graphics Card Recommended | 2, 512 MB NVIDIA Quadro NVS 310, 4MON | 2, 512 MB NVIDIA Quadro NVS 310, 4MON |
|----------------------------------|--|--|

| | CAD Non-Dispatch Mobile Laptop | RMS Non-Dispatch Mobile Laptop |
|--|--|--|
| Operating Systems Supported | Windows 7 and higher | Windows 7 and higher |
| Processor | Single, quad-core Intel processor | Single, quad-core Intel processor |
| Memory | 4GB | 4GB |
| Network Card Speed | 1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service. | 1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service. |
| Screen Resolutions Supported | 1024x768 | 1024x768 |
| Hard Disk Space Required | 80GB | 80GB |
| Monitor | 13" | 13" |
| Additional Applications Software and Versions | Mark43 systems do not require any 3rd party software or plugins. | Mark43 systems do not require any 3rd party software or plugins. |

Browser Requirements

Since the Mark43 platform is web-based, it can be accessed from any web browser. Mark43 requires using a modern web browser to access the system. IE 9+, Edge, Safari (latest), Firefox (latest), Chrome (latest) are all supported. However, we recommend Chrome as it updates to the latest version automatically and is proven high performance. As far as devices that work with Mark43, we are hardware agnostic as long as a modern browser is supported. Deployed departments have used Panasonic Toughbooks as well as Getac tablets.

Interface Server Requirements

If 3rd party integrations are required, an interface server may be installed on site. The requirements of this server are:

| | Requirements |
|-------------------------------------|--|
| Server Purpose | Servers only required for interfacing with 3rd party applications. Mark43 systems are cloud based and require no server hardware on-premise. |
| Operating System | RHEL 7, CentOS 7 |
| Processor speed & quantity | 3.1 Ghz |
| Cores per processor | 2 |
| Memory | 8GB |
| Network Card Speed | 2 Mbps |
| Network Card Quantity | 1 NIC (2 NICs at 1 GBPS or greater preferred) |
| Screen Resolution | 1024x768 |
| Hard Disk Space Required | 250GB |
| Hard Disk Space Drive Configuration | 500GB |

Networking/Firewall:

| Inbound | Outbound | VPN | User Accounts |
|---------------------|----------|---|---|
| SSH over client VPN | All | Mark43 needs ability to SSH to the interface server over our client VPN | Admin user accounts for personnel with client VPN access. |

Internet Connectivity Requirements:

Mark43's software-as-a-service platform is accessed via web browser and requires Subscriber to connect via an active internet connection.

In office, Mark43 requires a 1 GB internet connection along with a backup internet service provider line for redundancy purposes. In the field, Mark43 recommends a 4G LTE connection for best performance.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: SEPTEMBER 24, 2019

SUBJECT: **RESOLUTION PROVIDING AN AMENDMENT TO THE COMPENSATION PLAN FOR UNREPRESENTED MID-MANAGEMENT AND MANAGEMENT EMPLOYEES**

FISCAL

IMPACT: Fiscal Year 2019-20 \$121,189 (Estimated)
Fiscal Year 2020-21 \$275,165 (Estimated)

SUMMARY:

The City of Placentia's full-time workforce consists of employees that are represented by bargaining groups including the Police Management, Police Officers, and the General Employees units as well as Unrepresented Mid-Management and Management Employees. While the Unrepresented Employees are not a formal bargaining unit, a resolution to provide certain compensation and benefits consistent with the balance of the organization is appropriate and requires City Council approval. This action approves a resolution to provide certain compensation and benefits to the members of the Unrepresented Mid-Management and Management Employees.

RECOMMENDATION:

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

Approve Resolution, R-2019-XX, A Resolution of the City Council of the City of Placentia, California, providing an amendment to the compensation plan for the Unrepresented Mid-Management and Management Employees for the period March 1, 2019 through June 30, 2021.

DISCUSSION:

The Memorandums of Understanding (MOUs) between the City and the represented bargaining groups all expired on February 28, 2019. With City Council direction and cooperation from both the Placentia Police Management Association (PPMA) and the Placentia City Employees Association (PCEA), the negotiation process for these groups has been completed. The negotiation process is continuing with the Placentia Police Officers Association. The remaining group of employees are the Unrepresented Mid-Management and Management which include the positions of Management Analyst and above, Division Managers, Department Heads, and the City Administrator.

1. I.

September 24, 2019

The provisions of the resolution include, but are not limited to the following compensation and benefit adjustments:

1. TERM: 03/01/2019 – 06/30/2021
2. City agrees to Market Rate Adjustments of 3.5% effective July 28, 2019 and 3.5% effective June 28, 2020, with the caveat that a Management salary with the education incentive be 4% greater than the salary plus POST and the education incentive for Captains within the Police Department.
3. Effective January 1, 2020, City will provide CalPERS Medical Benefit contributions as follows:

| | | |
|---------------|---|---------------|
| Employee Only | - | \$722/month |
| Employee + 1 | - | \$1,444/month |
| Employee + 2 | - | \$1,877/month |

Retirees hired prior to November 21, 1995:

| | | |
|--------------|---|---------------|
| Retiree < 65 | | |
| Retiree Only | - | \$722/month |
| Retiree + 1 | - | \$1,444/month |
| Retiree + 2 | - | \$1,877/month |

Retiree > 65

| | | |
|----------------|---|------------------|
| Retiree Only | - | \$342.39/month |
| Retiree + 1 | - | \$684.78/month |
| Retiree + 2 | - | \$1,027.17/month |
| Medicare/Basic | - | \$1,027.44/month |

4. 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.
 - i. Employee + Family Opt Out \$1,001/month
 - ii. Employee + Dependent Opt Out \$822.25/month
 - iii. Employee Only Opt Out \$607.75/month
 - iv. Family to Employee Only (Remove 2 dependents) \$607.75/month
 - v. Two-party to Employee Only (Remove 1 dependent) \$536.25/month
 - vi. Family to Two-party (Remove 1 dependent) \$357.50/month

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.

5. 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.
6. 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 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 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 unitized or paid out will be forfeited effective June 30, 2021.

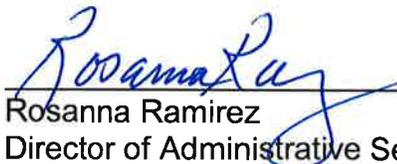
7. Unit employees receive two (2) floating holidays at the beginning of each fiscal year. Unused floating holiday hours as of June 1st will be cashed out annually at the base hourly rate of pay in the second paycheck in June.
8. Cell Phone Allowance will continue to be provided at the monthly rate of \$75 per month for Unrepresented Mid-Management Employees.
9. Educational Incentive Pay will continue to be provided for Unrepresented Mid-Management Employees in the amount of 2% for an Associates of Arts Degree or equivalent, 4% for a Bachelor of Arts Degree, and 6% for a Master of Arts Degree. Management Employees will now be eligible for Educational Incentive Pay effective September 22, 2019.
10. Continue to provide up to eighty (80) hours of unpaid Management Administrative Leave per calendar year for Unrepresented Mid-Management and Management Employees.
11. Special Pay: Bilingual Pay is increased from \$165/month to \$175/month.
12. All other components of employee compensation and benefits program remain in full force and effect for the term of the resolution.

It should be noted that unless otherwise stated, the aforementioned salary and benefit adjustments are applicable for the Mid-Management, Management, and City Administrator positions.

FISCAL IMPACT:

The total cost for the Unrepresented Employees' aforementioned benefit adjustments is estimated at \$121,189 for Fiscal Year 2019-20 and \$275,165 for Fiscal Year 2020-21. Sufficient funds were included in the Fiscal Year 2019-20 Adopted Budget.

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:

Resolution No. 2019-XX

RESOLUTION NO. R-2019-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA PROVIDING AN AMENDMENT
TO THE COMPENSATION PLAN FOR THE
UNREPRESENTED MID-MANAGEMENT AND
MANAGEMENT EMPLOYEES FOR THE PERIOD MARCH 1,
2019 THROUGH JUNE 30, 2021**

The City Council of the City of Placentia does hereby resolve as follows:

This Resolution provides for salaries, benefits and other terms and conditions of employment applicable to unrepresented Mid-Management and Management Employees of the City of Placentia as listed in the attached Compensation Plan/Salary Schedule (Exhibit A).

The provisions of the Resolution include, but are not limited to, the following compensation and benefit adjustments:

1. TERM: 03/01/2019 – 06/30/2021
2. City agrees to Market Rate Adjustments of 3.5% effective July 28, 2019 and 3.5% effective June 28, 2020, with the caveat that a Management salary with the education incentive be 4% greater than the salary plus POST and the education incentive for Captains within the Police Department.
3. Effective January 1, 2020, City will provide CalPERS Medical Benefit contributions as follows:

| | | |
|---------------|---|---------------|
| Employee Only | - | \$722/month |
| Employee + 1 | - | \$1,444/month |
| Employee + 2 | - | \$1,877/month |

Retirees hired prior to November 21, 1995:

| | | |
|--------------|---|---------------|
| Retiree < 65 | | |
| Retiree Only | - | \$722/month |
| Retiree + 1 | - | \$1,444/month |
| Retiree + 2 | - | \$1,877/month |

Retiree > 65

| | | |
|----------------|---|------------------|
| Retiree Only | - | \$342.39/month |
| Retiree + 1 | - | \$684.78/month |
| Retiree + 2 | - | \$1,027.17/month |
| Medicare/Basic | - | \$1,027.44/month |

4. Employees within the scope of this Resolution that were 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.

- i. Employee + Family Opt Out \$1,001/month
- ii. Employee + Dependent Opt Out \$822.25/month
- iii. Employee Only Opt Out \$607.75/month
- iv. Family to Employee Only (Remove 2 dependents) \$607.75/month
- v. Two-party to Employee Only (Remove 1 dependent) \$536.25/month
- vi. Family to Two-party (Remove 1 dependent) \$357.50/month

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.

5. 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 unitized or paid out will be forfeited effective June 30, 2020.
6. 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 from 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 unitized or paid out will be forfeited effective June 30, 2021.
7. Employees within the scope of this Resolution receive two (2) 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 in the second paycheck in June.
8. Cell Phone Allowance will continue to be provided at the monthly rate of \$75 per month for Unrepresented Mid-Management Employees.
9. Educational Incentive Pay will continue to be provided for Unrepresented Mid-Management Employees in the amount of 2% for an Associates of Arts Degree or equivalent, 4% for a Bachelor of Arts Degree, and 6% for a Master of Arts Degree. Management Employees will now be eligible for Educational Incentive Pay effective September 22, 2019.
10. City will continue to provide up to eighty (80) hours of unpaid Management Administrative Leave per calendar year for Unrepresented Mid-Management and Management Employees.
11. Special Pay: Bilingual Pay is increased from \$165/month to \$175/month.

12. All other components of employee compensation and benefits program as set forth in employment contracts and/or previous compensation resolutions shall remain in full force and effect for the term of the resolution.

The authorization is retroactively effective as of March 1, 2019 and shall remain in effect until June 30, 2021 unless amended by subsequent City Council Resolution.

APPROVED and ADOPTED this 24th day of September 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 held on the 24th day of September 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

COMPENSATION PLAN / SALARY SCHEDULE
SALARY SCHEDULE
July 28, 2019

Executive Management Staff

| | |
|--------------------|-----------|
| City Administrator | 110.88035 |
|--------------------|-----------|

| Job Class | STEPS | | | | |
|-------------------------------------|----------|----------|----------|----------|----------|
| | A | B | C | D | E |
| Police Chief | 76.57711 | 80.40597 | 84.42627 | 88.64758 | 93.07996 |
| Assistant City Administrator | 72.00147 | 75.60155 | 79.38162 | 83.35070 | 87.51824 |
| Director of Administrative Services | 64.26275 | 67.47588 | 70.84968 | 74.39216 | 78.11177 |
| Director of Community Services | 64.26275 | 67.47588 | 70.84968 | 74.39216 | 78.11177 |
| Director of Development Services | 64.26275 | 67.47588 | 70.84968 | 74.39216 | 78.11177 |
| Director of Finance | 64.26275 | 67.47588 | 70.84968 | 74.39216 | 78.11177 |
| Director of Public Works | 64.26275 | 67.47588 | 70.84968 | 74.39216 | 78.11177 |

Mid-Management Staff

| Job Class | STEPS | | | | |
|---------------------------------------|----------|----------|----------|----------|----------|
| | A | B | C | D | E |
| Accountant | 30.18074 | 31.68978 | 33.27427 | 34.93798 | 36.68488 |
| Accounting Manager | 44.03963 | 46.24162 | 48.55370 | 50.98138 | 53.53045 |
| Associate Civil Engineer | 38.19015 | 40.09966 | 42.10464 | 44.20987 | 46.42036 |
| Assistant to the C.A./Econ. Dev. Mgr. | 48.82159 | 51.26267 | 53.82580 | 56.51710 | 59.34295 |
| Associate Planner | 33.12229 | 34.77841 | 36.51733 | 38.34319 | 40.26035 |
| Chief Building Official | 45.88203 | 48.17613 | 50.58494 | 53.11419 | 55.76990 |
| City Engineer | 55.08614 | 57.84045 | 60.73247 | 63.76909 | 66.95755 |
| Code Enforcement Manager | 37.67560 | 39.55938 | 41.53735 | 43.61422 | 45.79493 |
| Communications & Marketing Mgr. | 37.67560 | 39.55938 | 41.53735 | 43.61422 | 45.79493 |
| Community Services Supervisor | 32.10537 | 33.71064 | 35.39617 | 37.16598 | 39.02428 |
| Chief Deputy City Clerk | 37.42907 | 39.30053 | 41.26555 | 43.32883 | 45.49527 |
| Crime Analyst | 32.10537 | 33.71064 | 35.39617 | 37.16598 | 39.02428 |
| Deputy Chief of Police | 71.85045 | 75.44297 | 79.21512 | 83.17587 | 87.33467 |
| Deputy Director of A.S./Chief Dep. CC | 48.82159 | 51.26267 | 53.82580 | 56.51710 | 59.34295 |
| Deputy City Clerk | 29.25441 | 30.71713 | 32.25298 | 33.86563 | 35.55892 |
| Economic Development Manager | 37.67560 | 39.55938 | 41.53735 | 43.61422 | 45.79493 |
| Finance Services Manager | 44.03963 | 46.24162 | 48.55370 | 50.98138 | 53.53045 |
| Human Resources Analyst | 32.10537 | 33.71064 | 35.39617 | 37.16598 | 39.02428 |
| Human Resources Manager | 37.67560 | 39.55938 | 41.53735 | 43.61422 | 45.79493 |
| Management Analyst | 32.10537 | 33.71064 | 35.39617 | 37.16598 | 39.02428 |
| Neighborhood Services Manager | 37.67560 | 39.55938 | 41.53735 | 43.61422 | 45.79493 |
| Public Works Supervisor | 30.18074 | 31.68978 | 33.27427 | 34.93798 | 36.68488 |
| Public Works Manager | 50.07827 | 52.58218 | 55.21129 | 57.97186 | 60.87045 |
| Public Works Superintendent | 37.67560 | 39.55938 | 41.53735 | 43.61422 | 45.79493 |
| Senior Accountant | 37.11019 | 38.96570 | 40.91398 | 42.95968 | 45.10767 |
| Senior Accountant II | 42.15630 | 44.26411 | 46.47732 | 48.80118 | 51.24124 |
| Senior Financial Analyst | 37.42907 | 39.30053 | 41.26555 | 43.32883 | 45.49527 |
| Senior Management Analyst | 37.42907 | 39.30053 | 41.26555 | 43.32883 | 45.49527 |
| Senior Planner | 42.15630 | 44.26411 | 46.47732 | 48.80118 | 51.24124 |
| Traffic Engineer | 45.88203 | 48.17613 | 50.58494 | 53.11419 | 55.76990 |
| Transportation Manager | 45.88203 | 48.17613 | 50.58494 | 53.11419 | 55.76990 |

NOTE:

1. All job classes on this salary schedule are ineligible for overtime.
2. The City Administrator base rate is set by contract with City Council.

COMPENSATION PLAN / SALARY SCHEDULE
SALARY SCHEDULE
June 28, 2020

Executive Management Staff

| | | | | | |
|-------------------------------------|-----------|----------|----------|----------|----------|
| City Administrator | 114.76116 | | | | |
| STEPS | | | | | |
| Job Class | A | B | C | D | E |
| Police Chief | 79.25731 | 83.22018 | 87.38119 | 91.75025 | 96.33776 |
| Assistant City Administrator | 74.52152 | 78.24760 | 82.15998 | 86.26798 | 90.58138 |
| Director of Administrative Services | 71.00070 | 74.55073 | 78.27827 | 82.19218 | 86.30179 |
| Director of Community Services | 71.00070 | 74.55073 | 78.27827 | 82.19218 | 86.30179 |
| Director of Development Services | 71.00070 | 74.55073 | 78.27827 | 82.19218 | 86.30179 |
| Director of Finance | 71.00070 | 74.55073 | 78.27827 | 82.19218 | 86.30179 |
| Director of Public Works | 71.00070 | 74.55073 | 78.27827 | 82.19218 | 86.30179 |

Mid-Management Staff

| | | | | | |
|---------------------------------------|----------|----------|----------|----------|----------|
| STEPS | | | | | |
| Job Class | A | B | C | D | E |
| Accountant | 31.23707 | 32.79892 | 34.43887 | 36.16081 | 37.96885 |
| Accounting Manager | 45.58102 | 47.86007 | 50.25308 | 52.76573 | 55.40402 |
| Associate Civil Engineer | 39.52680 | 41.50314 | 43.57830 | 45.75722 | 48.04508 |
| Assistant to the C.A./Econ. Dev. Mgr. | 50.53035 | 53.05686 | 55.70971 | 58.49519 | 61.41995 |
| Associate Planner | 34.28157 | 35.99565 | 37.79543 | 39.68520 | 41.66947 |
| Chief Building Official | 47.48790 | 49.86230 | 52.35541 | 54.97318 | 57.72184 |
| City Engineer | 57.01416 | 59.86486 | 62.85811 | 66.00101 | 69.30106 |
| Code Enforcement Manager | 38.99425 | 40.94396 | 42.99116 | 45.14071 | 47.39775 |
| Communications & Marketing Mgr. | 38.99425 | 40.94396 | 42.99116 | 45.14071 | 47.39775 |
| Community Services Supervisor | 33.22906 | 34.89051 | 36.63503 | 38.46679 | 40.39012 |
| Chief Deputy City Clerk | 38.73909 | 40.67604 | 42.70985 | 44.84534 | 47.08761 |
| Crime Analyst | 33.22906 | 34.89051 | 36.63503 | 38.46679 | 40.39012 |
| Deputy Chief of Police | 74.36521 | 78.08347 | 81.98765 | 86.08703 | 90.39138 |
| Deputy Director of A.S./Chief Dep. CC | 50.53035 | 53.05686 | 55.70971 | 58.49519 | 61.41995 |
| Deputy City Clerk | 30.27831 | 31.79223 | 33.38184 | 35.05093 | 36.80348 |
| Economic Development Manager | 38.99425 | 40.94396 | 42.99116 | 45.14071 | 47.39775 |
| Finance Services Manager | 45.58102 | 47.86007 | 50.25308 | 52.76573 | 55.40402 |
| Human Resources Analyst | 33.22906 | 34.89051 | 36.63503 | 38.46679 | 40.39012 |
| Human Resources Manager | 38.99425 | 40.94396 | 42.99116 | 45.14071 | 47.39775 |
| Management Analyst | 33.22906 | 34.89051 | 36.63503 | 38.46679 | 40.39012 |
| Neighborhood Services Manager | 38.99425 | 40.94396 | 42.99116 | 45.14071 | 47.39775 |
| Public Works Supervisor | 31.23707 | 32.79892 | 34.43887 | 36.16081 | 37.96885 |
| Public Works Manager | 51.83101 | 54.42256 | 57.14369 | 60.00087 | 63.00092 |
| Public Works Superintendent | 38.99425 | 40.94396 | 42.99116 | 45.14071 | 47.39775 |
| Senior Accountant | 38.40904 | 40.32950 | 42.34597 | 44.46327 | 46.68643 |
| Senior Accountant II | 43.63177 | 45.81336 | 48.10402 | 50.50922 | 53.03469 |
| Senior Financial Analyst | 38.73909 | 40.67604 | 42.70985 | 44.84534 | 47.08761 |
| Senior Management Analyst | 38.73909 | 40.67604 | 42.70985 | 44.84534 | 47.08761 |
| Senior Planner | 43.63177 | 45.81336 | 48.10402 | 50.50922 | 53.03469 |
| Traffic Engineer | 47.48790 | 49.86230 | 52.35541 | 54.97318 | 57.72184 |
| Transportation Manager | 47.48790 | 49.86230 | 52.35541 | 54.97318 | 57.72184 |

NOTE:

1. All job classes on this salary schedule are ineligible for overtime.
2. The City Administrator base rate is set by contract with City Council.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: SEPTEMBER 24, 2019

SUBJECT: **PURCHASE OF NEW POLICE MOTORCYCLES USING MEASURE U FUNDS**

FISCAL

IMPACT: EXPENSE: MEASURE U FUNDS (ACCOUNT #798003-6185)
NOT TO EXCEED \$81,000.00 (FY 2019-2020 BUDGET)

REVENUE: \$81,000.00 FY 2019-2020 MEASURE U FUNDS

SUMMARY:

The Police Department's ("Department") motorcycle fleet consists of three black/white marked motorcycles for use in traffic operations. There is also a spare motorcycle stored at the Department to be used in the event one of the primary motorcycles becomes inoperable. The motorcycles all have well over forty thousand (40,000) miles on them and are past their operational lifespan. Replacement of these vehicles is necessary due to the cost of maintenance, high mileage, and deteriorated condition. This action will approve the purchase of three new black/white police motorcycles utilizing Measure U funds appropriated in the Fiscal Year 2019-20 Capital Improvement Program budget.

RECOMMENDATION:

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

1. Approve the purchase of three (3) replacement police motorcycles from Long Beach BMW Motorcycles for the not-to-exceed amount of \$81,000 from Measure U Funds; and
2. Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The Department currently has one Sergeant and two Police Officers assigned to the Traffic Unit. The Sergeant and both officers are designated Motor Officers and assigned police motorcycles. The primary responsibility of a Motor Officer is to enforce state and local traffic laws. A secondary responsibility is to respond to and investigate traffic collisions within the city limits. A well-trained

3. a.
September 24, 2019

Motor Officer contributes to an increase in effective traffic law enforcement, efficacy in apprehending both criminal and traffic law offenders, and an increase in efficiency of traffic control.

Like all Police Patrol vehicles, police motorcycles are equipped with emergency lighting, specialized equipment and radios, and are used by the Motor Officers to patrol the city during their assigned shifts and respond to traffic collisions and other calls for service, including from their homes when off-duty.

To ensure operational efficiency and the safety of City personnel, the Department normally replaces police motorcycles at intervals that allow the entire fleet to be less than five years old or 40,000 miles. In an effort to extend the life of the fleet the Department delayed the purchase of new police motorcycles by lengthening the total miles accumulated and age of the motorcycles. This has allowed for a longer lifespan, but increased repairs for major components that wear out at higher mileage.

There are three primary motorcycles assigned exclusively for the three Motor Officers. There is also a spare police motorcycle stored at the Department to be used in the event one of the primary motorcycles becomes inoperable. All four of the current Department motorcycles are Honda ST1300s. Two of the motorcycles are ten years old and two are seven years old. All four have well over forty thousand (40,000) miles on them and require frequent repairs due to continuous use. Two of the primary motorcycles and the spare motorcycle are past their recommended lifespan. These motorcycles need to be replaced due to their increased cost in maintenance, high mileage, and poor condition. Staff recommends the Traffic Sergeant's primary motorcycle be designated as the spare Traffic Unit motorcycle as it has lower miles, a better maintenance record, and remains serviceable as a back-up vehicle on a limited basis.

PROCUREMENT

The Department contacted Long Beach BMW Motorcycles in Long Beach, California for a bid on replacement police motorcycles. The attached quote for three new 2020 BMW R1200RT-P motorcycles includes the current Police Department paint scheme utilized.

These vehicles will be outfitted with the emergency equipment needed for front line service within patrol and traffic operations. This is a standard process within law enforcement. Emergency equipment such as lights/siren, radio, PA system, and stored equipment are installed. Historically, this agency would transfer some of the emergency equipment from the current vehicle to the new vehicle because its life span was longer than the vehicle. Items such as unit radios and emergency lighting could be reused depending on age, technology capability, or conformity to the new vehicle platform.

With the purchase of BMW R1250 RT-P motorcycles the Department is changing from the current fleet of Honda ST1300 motorcycles. Some of the equipment on the current Hondas cannot be used on the BMWs and some of the equipment has outlived its life span; however, an advantage of the BMW motorcycle is that it comes with most of the emergency equipment already installed and included in the purchase.

SELECTION PROCESS

When the City last purchased replacement police motorcycles, the Department chose the Honda ST1300 motorcycle based on performance, durability, and overall cost. Although Staff received a bid from Honda (See attached quote), Honda no longer makes the ST1300 for police use and the bid is for a new 2015 ST1300, the last year Honda made the ST1300. Additionally, the bid Staff received from Huntington Beach Honda for a 2015 Honda ST1300 is approximately \$1,100.00 more than the lowest bid from Long Beach BMW Motorcycles for a BMW R1250 RT-P.

For this purchase, Staff evaluated the Honda ST1300 and BMW R1250 RT-P, the primary motorcycle models currently utilized in policing today. While both the Honda and BMW have comparable features suitable for police use, the BMW was deemed to have a superior brake and clutch system, lower maintenance costs, better maneuverability, and a more comfortable ride. Additionally, the bid received from Huntington Beach Honda is approximately \$1,100.00 more than the lowest bid from Long Beach BMW Motorcycles and emergency equipment does not come standard from the factory on the Honda as it does with the BMW.

In addition to the Honda dealer bid, Staff received two bids from the only two local BMW Motorcycle dealers that specialize in police motorcycles. The Long Beach BMW Motorcycles bid was approximately \$350.00 less than Irv Seaver Motorcycles. Based on the lower cost and better performance of the BMW, Staff recommends replacing the current Honda ST1300s with BMW R1250 RT-Ps. Staff further recommends purchasing the BMW R1250 RT-P motorcycles from Long Beach BMW Motorcycles, the lowest bid received.

FISCAL IMPACT:

The funds to purchase three BMW R1250 RT-P police motorcycles are allocated from the Measure U Fund and budgeted for in Fiscal Year 2019-2020. The lowest quote, from Long Beach BMW Motorcycles, is \$26,926.78 for each motorcycle or \$80,780.34 for all three.

It is anticipated that the total amount needed to purchase the three (3) replacement motorcycles will not exceed the amount requested and the allocated funds will be sufficient.

Prepared by:



Julie Kennicutt
Senior Management Analyst

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Kim Krause
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Quote from Long Beach BMW Motorcycles
2. Quote from Irv Seaver Motorcycles
3. Quote from Huntington Beach Honda

R 1250 RT-P Motor Pricing Form

See Special Notation Comment

Quotation for:

City of Placentia



BMW Motorrad

| Blue ID Light Selection (1) | | | | | |
|---|--|-----------------|---------|----------|--------------|
| | | SID | | | |
| 0 | Standard Blue Pod-Mounted ID Lights | | | \$0.00 | |
| 1 | Round Blue License Plate ID Lights | RID | | \$0.00 | |
| Per | | BMW P/N | Order # | Retail | Total Retail |
| 5 | Emergency Warning Lights (10) | | | | |
| 5 | Red LED-X Light | 63 17 2 361 718 | 5 | \$100.12 | \$500.60 |
| 5 | Blue LED-X Light | 63 17 2 361 719 | 5 | \$100.12 | \$500.60 |
| 0 | Amber LED-X Light | 63 17 2 361 720 | 0 | \$100.12 | \$0.00 |
| 0 | White LED-X Light | 63 17 2 361 721 | 0 | \$108.18 | \$0.00 |
| 0 | Green LED-X Light | 63 17 2 450 782 | 0 | \$108.18 | \$0.00 |
| Rear Duplex Emergency Warning Light (1) | | | | | |
| 0 | Duplex LED-X Red / Red | 63 17 2 361 728 | 0 | \$319.57 | \$0.00 |
| 0 | Duplex LED-X Blue / Blue | 63 17 2 361 729 | 0 | \$349.47 | \$0.00 |
| 1 | Duplex LED-X Red / Blue | 63 17 2 361 730 | 1 | \$334.52 | \$334.52 |
| 0 | Duplex LED-X Blue / Amber | 63 17 2 361 731 | 0 | \$334.52 | \$0.00 |
| 0 | Duplex LED-X Green / Green | 63 17 2 450 783 | 0 | \$334.52 | \$0.00 |
| 0 | Duplex LED-X Amber / Amber | 63 17 2 450 784 | 0 | \$334.52 | \$0.00 |
| Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1) | | | | | |
| 6 | White Torus LED TDL/Alley | 63 17 2 361 722 | 6 | \$71.05 | \$426.33 |
| 2 | Auxiliary LED Turn Signals | 63 17 2 361 725 | 2 | \$67.28 | \$134.57 |
| 2 | Auxiliary LED Brake/Tail Light | 63 17 2 361 726 | 2 | \$52.33 | \$104.65 |
| 1 | Saddlebag LED Lights w/sensor switch | 63 17 2 361 727 | 1 | \$132.68 | \$132.68 |
| 0 | Red ID Lights (replacing blue ID lights) | 63 17 2 361 724 | 0 | \$99.16 | \$0.00 |
| 0 | Round Blue License Plate ID Light Kit | 71 60 2 452 876 | 0 | \$120.65 | \$0.00 |
| Video Integration | | | | | |
| 0 | L3 Mobile Vision Display Mount | 71 60 2 409 959 | 0 | \$31.79 | \$0.00 |
| 0 | Video System Camera Mount | 71 60 2 407 779 | 0 | \$17.93 | \$0.00 |
| 0 | Road Warrior Display Head Mount | 71 60 2 409 960 | 0 | \$31.79 | \$0.00 |
| 0 | Road Warrior Processor Mount - Radio Box | 65 14 2 153 832 | 0 | \$32.21 | \$0.00 |
| 0 | Video System Icon Connection Plug | 71 60 2 452 843 | 0 | \$7.88 | \$0.00 |

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form



BMW Motorrad

Quotation for:
City of Placentia

Additional Accessories

| Qty Per | Item Description | BMW P/N | Order # | Retail | Total Retail |
|--|--|-----------------|---------|----------|--------------|
| Dealer Installed Options / Retrofits | | | | | |
| 0 | Shift Assistant Pro (hardware) | 23 41 8 536 884 | 0 | \$611.66 | \$0.00 |
| 0 | Shift Assistant Pro - Enabling Code | 77 15 8 395 839 | 0 | \$37.46 | \$0.00 |
| 0 | Ride Modes Pro - Enabling Code | 13 61 8 534 237 | 0 | \$187.46 | \$0.00 |
| 0 | Also Requires DTC Enabling Code | 13 61 8 550 119 | 0 | \$48.70 | \$0.00 |
| 0 | LED Auxiliary Headlights Nano (order 2) | 63 17 8 556 937 | 0 | \$139.73 | \$0.00 |
| 0 | Bolt 6 x 40 (order 2) | 63 12 7 699 141 | 0 | \$4.95 | \$0.00 |
| 0 | M6 Hex Nut (order 2) | 07 12 9 905 826 | 0 | \$2.77 | \$0.00 |
| Requires Activation by Dealer - No Code Needed | | | | | |
| Convenience Options | | | | | |
| 0 | Extra Ignition Key - No Keyless Ride | 51 25 8 540 950 | 0 | \$82.57 | \$0.00 |
| 0 | Extra Ignition Key - Keyless Fob Transmitter | 66 12 8 555 168 | 0 | \$288.99 | \$0.00 |
| 1 | Police Side Stand Extension / Base | 71 60 2 412 389 | 1 | \$29.35 | \$29.35 |
| 0 | LED Map Light | 71 60 2 452 859 | 0 | \$91.72 | \$0.00 |
| 0 | Work Light | 71 60 7 705 570 | 0 | \$38.50 | \$0.00 |
| 1 | Note Pad Holder | 65 14 0 421 315 | 1 | \$39.13 | \$39.13 |
| 0 | POLICE Decal Set | 82 00 0 419 312 | 0 | \$65.14 | \$0.00 |
| 0 | Rear Flashlight Holder - Right or Left | 71 60 2 452 836 | 0 | \$108.70 | \$0.00 |
| 0 | Rear Flashlight / PR24 Holder - Right | 71 60 2 452 838 | 0 | \$163.04 | \$0.00 |
| 1 | Rear Flashlight / PR24 Holder - Left | 71 60 2 452 839 | 1 | \$163.04 | \$163.04 |
| 0 | PR24 Holder - Left (LAPD-Style) | 71 60 2 452 842 | 0 | \$103.28 | \$0.00 |
| 0 | Ticket Book Holder (LAPD Style) | 71 60 2 452 848 | 0 | \$190.22 | \$0.00 |
| 0 | Rear Vertical Shotgun Mount | 71 60 2 452 890 | 0 | \$501.36 | \$0.00 |
| 1 | M4 Combat Assault Rifle Mount | 71 60 2 452 894 | 1 | \$625.00 | \$625.00 |
| 1 | Shotgun / Assault Rifle Mounting Bracket | 71 60 2 452 840 | 1 | \$48.10 | \$48.10 |
| 0 | LAPD Rear Gun Lock Release | 71 60 2 452 877 | 0 | \$64.40 | \$0.00 |
| 0 | Gun Lock Variable Timer (required for above) | 71 60 2 452 895 | 0 | \$50.00 | \$0.00 |
| 0 | Heated Seat - Low | 52 53 8 544 786 | 0 | \$352.32 | \$0.00 |
| 0 | Heated Seat - High | 52 53 8 544 792 | 0 | \$352.32 | \$0.00 |
| 0 | Tire Pressure Gauge | 82 12 0 140 377 | 0 | \$29.67 | \$0.00 |
| 1 | BMW Motorrad Battery Charger (2.5 Ah) | 77 02 8 551 897 | 1 | \$143.80 | \$143.80 |
| 0 | DVD Repair Manuals R Models K5x | 01 59 8 555 666 | 0 | \$84.59 | \$0.00 |
| 0 | Motorcycle Full Cover | 71 60 2 450 408 | 0 | \$119.40 | \$0.00 |

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form

Quotation for:
City of Placentia



BMW Motorrad

Additional Accessories

| Qty Per | Item Description | BMW P/N | Order # | Retail | Total Retail |
|---------|--|-----------------|---------|----------|--------------|
| | GPS Navigation | | | | |
| 0 | BMW Navigator VI GPS Kit Complete | 77 52 8 355 998 | 0 | \$701.43 | \$0.00 |
| 0 | GPS Dashboard - Upper* | 77 31 8 545 687 | 0 | \$187.33 | \$0.00 |
| 0 | GPS Dashboard - Lower* | 48 63 8 553 830 | 0 | \$294.49 | \$0.00 |
| 0 | GPS Release Push Button* | 46 63 8 542 042 | 0 | \$4.60 | \$0.00 |
| 0 | GPS Mount Cradle* | 77 52 7 721 941 | 0 | \$143.80 | \$0.00 |
| | * Parts Needed to Retrofit Nav to Std. Order Deck Unit | | | | |
| 0 | Car Kit for Navigator VI | 77 52 8 544 480 | 0 | \$133.91 | \$0.00 |
| | Storage Options | | | | |
| 0 | Saddlebag Liners (each) | 71 60 7 704 109 | 0 | \$78.91 | \$0.00 |
| 0 | Tank Top Bag | 77 45 8 543 227 | 0 | \$273.33 | \$0.00 |
| | Radio Options | | | | |
| 1 | Radio Power Plug Connector | 71 60 2 452 887 | 1 | \$8.70 | \$8.70 |
| 1 | Radio Speaker Plug | 71 60 2 452 844 | 1 | \$8.70 | \$8.70 |
| 0 | Helmet Headset Interface Plug | 71 60 2 407 782 | 0 | \$8.70 | \$0.00 |
| 1 | Microphone Attachment Mount (need kit below) | 71 60 2 452 875 | 1 | \$23.64 | \$23.64 |
| 1 | Kustom/Stalker/MIC Remote Attachment Kit | 71 60 2 452 841 | 1 | \$10.87 | \$10.87 |
| 0 | Radio "Y" Power Harness | 71 60 2 452 880 | 0 | \$32.61 | \$0.00 |
| 0 | Radio Quick Mounting Plate | 71 60 2 408 076 | 0 | \$24.46 | \$0.00 |
| 0 | Siren PA Cable Kit | 71 60 2 452 878 | 0 | \$24.05 | \$0.00 |
| 0 | Low Band Antenna Mount MY15-18 | 71 60 2 448 421 | 0 | \$38.46 | \$0.00 |
| 0 | Low Band Antenna Mount MY19+ | 71 60 2 475 199 | 0 | \$38.46 | \$0.00 |
| 0 | 800 MHz Antenna Ground Plate | 71 60 2 452 882 | 0 | \$32.28 | \$0.00 |
| | Accessory Connection Plugs | | | | |
| 1 | Accessory Connection Plugs (3) | 71 60 2 452 846 | 1 | \$8.70 | \$8.70 |
| 0 | Tyco DUAC Release Tool | 71 60 2 452 847 | 0 | \$47.83 | \$0.00 |
| 0 | Extension Cable - Power Socket | 61 12 7 712 581 | 0 | \$42.57 | \$0.00 |
| 0 | Power Socket Receptacle | 61 34 7 694 306 | 0 | \$38.61 | \$0.00 |
| 0 | Power Socket Plug - DIN | 61 13 8 060 106 | 0 | \$24.13 | \$0.00 |
| | Engine Protection | | | | |
| 0 | Sump / Engine Protection Guard (order 1) | 11 84 8 532 939 | 0 | \$113.60 | \$0.00 |
| 0 | Fillister Head Screws M6 x 20 (order 5) | 07 12 9 908 076 | 0 | \$2.85 | \$0.00 |
| 0 | Grommet (order 5) | 13 53 1 341 283 | 0 | \$2.30 | \$0.00 |
| 0 | Bushing (order 5) | 11 84 8 544 832 | 0 | \$4.54 | \$0.00 |
| 0 | Bracket front (order 1) | 11 84 8 532 937 | 0 | \$30.90 | \$0.00 |
| 0 | Bracket Rear (order 1) | 11 84 8 532 940 | 0 | \$50.38 | \$0.00 |
| 0 | C-Clip Nut M6 (have been included w/brackets) | 07 14 7 693 887 | 0 | \$2.30 | \$0.00 |
| 0 | Fillister Head Screws M8 x 25 (order 5) | 07 12 9 907 382 | 0 | \$1.41 | \$0.00 |

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
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R 1250 RT-P Motor Pricing Form



BMW Motorrad

Quotation for:

City of Placentia

Radar Options

| | | | | | |
|---|---|-----------------|---|----------|---------|
| 1 | Front 12v Power Outlet (lighter style) | 71 60 2 407 785 | 1 | \$49.78 | \$49.78 |
| 1 | Front Single USB Power Outlet | 71 60 2 448 871 | 1 | \$45.65 | \$45.65 |
| 0 | Fused Front Power Socket Harness | 71 60 2 409 958 | 0 | \$26.90 | \$0.00 |
| 0 | Radar Connection Plug | 71 60 2 452 849 | 0 | \$7.61 | \$0.00 |
| 0 | Kustom Eagle Display Head Mount | 71 60 2 407 787 | 0 | \$39.13 | \$0.00 |
| 0 | Kustom Raptor Display Head Mount | 71 60 2 452 851 | 0 | \$38.32 | \$0.00 |
| 0 | Kustom Raptor Radar Counter Mount | 71 60 2 452 892 | 0 | \$28.95 | \$0.00 |
| 0 | Kustom Ka Band Front & Rear Antenna Mounts | 71 60 2 452 852 | 0 | \$59.48 | \$0.00 |
| 0 | Kustom K Band Front & Rear Antenna Mounts | 71 60 2 452 854 | 0 | \$61.96 | \$0.00 |
| 0 | Kustom Radar Remote Control Mounting Plate | 71 60 2 452 855 | 0 | \$19.57 | \$0.00 |
| 0 | Kustom/Stalker/MIC Remote Attachment Mount | 71 60 2 452 841 | 0 | \$10.87 | \$0.00 |
| 0 | MPH Bee III Display Head Mount | 71 60 2 409 957 | 0 | \$37.50 | \$0.00 |
| 0 | Stalker DSR 2X Display Head Mount | 71 60 2 452 856 | 0 | \$38.32 | \$0.00 |
| 0 | Stalker Radar Remote Control Mounting Plate | 71 60 2 452 837 | 0 | \$21.20 | \$0.00 |
| 0 | Stalker Compact Display Head Mount | 71 60 2 449 791 | 0 | \$38.32 | \$0.00 |
| 0 | Stalker Compact Remote Control Mounting Plate | 71 60 2 449 792 | 0 | \$21.20 | \$0.00 |
| 0 | Stalker Dual Waterproof Display Head Mount | 71 60 2 407 793 | 0 | \$42.39 | \$0.00 |
| 0 | Stalker Front & Rear Antenna Mounts | 71 60 2 452 858 | 0 | \$59.51 | \$0.00 |
| 0 | Stalker Radar Counter Mount (radio box lid) | 71 60 2 407 795 | 0 | \$22.83 | \$0.00 |
| 1 | Radar / Lidar Gun Adaptor Plate MY19→ | 71 60 2 407 797 | 1 | \$20.38 | \$20.38 |
| 0 | Kustom Talon Radar Gun Mount | 71 60 2 452 884 | 0 | \$177.17 | \$0.00 |
| 0 | LTI Ultralite 20/20 Lidar Gun Mount | 71 60 2 452 885 | 0 | \$177.17 | \$0.00 |
| 0 | Kustom Pro-Laser 3 Lidar Gun Mount | 71 60 2 452 886 | 0 | \$177.17 | \$0.00 |
| 0 | Kustom Pro-Laser 4 Lidar Gun Mount | 71 60 2 407 798 | 0 | \$177.17 | \$0.00 |
| 0 | Stalker Lidar Gun Mount (not XLR) | 65 14 0 415 846 | 0 | \$141.74 | \$0.00 |
| 0 | Decatur Genesis Radar Holster Mount | 65 14 0 445 545 | 0 | \$108.02 | \$0.00 |

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IRV SEAVER MOTORCYCLES
607 West Katella Avenue
Orange, California 92867-4607
Phone: 714-532-3700
Fax: 714-532-5763
www.irvseaverbmw.com

July 25, 2019
City of Placentia
Quote for 2020BMW R1250RT-P per attached build sheet

Quote valid for 180 days from July 25, 2019
BMW Factory Warranty; 36 months or 60,000 miles
Delivery; Within 180 days of Purchase Order issuance
Terms; Net 30 days from delivery date of unit
Other agencies may participate in this bid

| | |
|------------------|-------------|
| Unit Price; | \$25,081.24 |
| Tax; | \$2,194.61 |
| Total unit cost; | \$27,275.85 |


David Diaz

General Manager

It is the intent of this bid document to make available to other government entities, by mutual agreement with the successful Bidder, the right to purchase the same or like equipment and or products, at the prices quoted for the period of the contract. Each Bidder shall indicate in the bid proposal, if the Bidder will honor other political subdivision's orders, in accordance with contract terms and conditions. This procedure is sometimes identified as a "Piggy-Back" Bid.

R 1250 RT-P Motor Pricing Form

See Special Notation Comment

Quotation for:

City of Placentia



| Per | Item Description | BMW P/N | Order # | Retail | Total Retail |
|---|--|-----------------|---------|----------|--------------|
| Blue ID Light Selection (1) | | | | | |
| 0 | Standard Blue Pod-Mounted ID Lights | SID | | \$0.00 | \$0.00 |
| 1 | Round Blue License Plate ID Lights | RID | | \$0.00 | \$0.00 |
| Emergency Warning Lights (10) | | | | | |
| 5 | Red LED-X Light | 63 17 2 361 718 | 5 | \$108.36 | \$541.82 |
| 5 | Blue LED-X Light | 63 17 2 361 719 | 5 | \$108.36 | \$541.82 |
| 0 | Amber LED-X Light | 63 17 2 361 720 | 0 | \$108.36 | \$0.00 |
| 0 | White LED-X Light | 63 17 2 361 721 | 0 | \$117.09 | \$0.00 |
| 0 | Green LED-X Light | 63 17 2 450 782 | 0 | \$117.09 | \$0.00 |
| Rear Duplex Emergency Warning Light (1) | | | | | |
| 0 | Duplex LED-X Red / Red | 63 17 2 361 728 | 0 | \$345.88 | \$0.00 |
| 0 | Duplex LED-X Blue / Blue | 63 17 2 361 729 | 0 | \$378.25 | \$0.00 |
| 1 | Duplex LED-X Red / Blue | 63 17 2 361 730 | 1 | \$362.07 | \$362.07 |
| 0 | Duplex LED-X Blue / Amber | 63 17 2 361 731 | 0 | \$362.07 | \$0.00 |
| 0 | Duplex LED-X Green / Green | 63 17 2 450 783 | 0 | \$362.07 | \$0.00 |
| 0 | Duplex LED-X Amber / Amber | 63 17 2 450 784 | 0 | \$362.07 | \$0.00 |
| Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1) | | | | | |
| 6 | White Torus LED TDL/Alley | 63 17 2 361 722 | 6 | \$76.91 | \$461.44 |
| 2 | Auxiliary LED Turn Signals | 63 17 2 361 725 | 2 | \$72.82 | \$145.65 |
| 2 | Auxiliary LED Brake/Tail Light | 63 17 2 361 726 | 2 | \$56.64 | \$113.27 |
| 1 | Saddlebag LED Lights w/sensor switch | 63 17 2 361 727 | 1 | \$143.61 | \$143.61 |
| 0 | Red ID Lights (replacing blue ID lights) | 63 17 2 361 724 | 0 | \$107.33 | \$0.00 |
| 0 | Round Blue License Plate ID Light Kit | 71 60 2 452 876 | 0 | \$130.59 | \$0.00 |
| Video Integration | | | | | |
| 0 | L3 Mobile Vision Display Mount | 71 60 2 409 959 | 0 | \$34.41 | \$0.00 |
| 0 | Video System Camera Mount | 71 60 2 407 779 | 0 | \$19.41 | \$0.00 |
| 0 | Road Warrior Display Head Mount | 71 60 2 409 960 | 0 | \$34.41 | \$0.00 |
| 0 | Road Warrior Processor Mount - Radio Box | 65 14 2 153 832 | 0 | \$34.86 | \$0.00 |
| 0 | Video System Icon Connection Plug | 71 60 2 452 843 | 0 | \$8.53 | \$0.00 |

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.

Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form



Quotation for:
City of Placentia

Additional Accessories

| Qty Per | Item Description | BMW P/N | Order # | Retail | Total Retail |
|--|--|-----------------|---------|----------|--------------|
| Dealer Installed Options / Retrofits | | | | | |
| 0 | Shift Assistant Pro (hardware) | 23 41 8 536 884 | 0 | \$662.04 | \$0.00 |
| 0 | Shift Assistant Pro - Enabling Code | 77 15 8 395 839 | 0 | \$40.54 | \$0.00 |
| 0 | Ride Modes Pro - Enabling Code | 13 61 8 534 237 | 0 | \$202.89 | \$0.00 |
| 0 | Also Requires DTC Enabling Code | 13 61 8 550 119 | 0 | \$52.71 | \$0.00 |
| 0 | LED Auxiliary Headlights Nano (order 2) | 63 17 8 556 937 | 0 | \$151.24 | \$0.00 |
| 0 | Bolt 6 x 40 (order 2) | 63 12 7 699 141 | 0 | \$5.35 | \$0.00 |
| 0 | M6 Hex Nut (order 2) | 07 12 9 905 826 | 0 | \$3.00 | \$0.00 |
| Requires Activation by Dealer - No Code Needed | | | | | |
| Convenience Options | | | | | |
| 0 | Extra Ignition Key - No Keyless Ride | 51 25 8 540 950 | 0 | \$89.36 | \$0.00 |
| 0 | Extra Ignition Key - Keyless Fob Transmitter | 66 12 8 555 168 | 0 | \$312.79 | \$0.00 |
| 1 | Police Side Stand Extension / Base | 71 60 2 412 389 | 1 | \$31.76 | \$31.76 |
| 0 | LED Map Light | 71 60 2 452 859 | 0 | \$99.27 | \$0.00 |
| 0 | Work Light | 71 60 7 705 570 | 0 | \$41.67 | \$0.00 |
| 1 | Note Pad Holder | 65 14 0 421 315 | 1 | \$42.35 | \$42.35 |
| 0 | POLICE Decal Set | 82 00 0 419 312 | 0 | \$70.51 | \$0.00 |
| 0 | Rear Flashlight Holder - Right or Left | 71 60 2 452 836 | 0 | \$117.65 | \$0.00 |
| 0 | Rear Flashlight / PR24 Holder - Right | 71 60 2 452 838 | 0 | \$176.47 | \$0.00 |
| 1 | Rear Flashlight / PR24 Holder - Left | 71 60 2 452 839 | 1 | \$176.47 | \$176.47 |
| 0 | PR24 Holder - Left (LAPD-Style) | 71 60 2 452 842 | 0 | \$111.76 | \$0.00 |
| 0 | Ticket Book Holder (LAPD Style) | 71 60 2 452 848 | 0 | \$205.88 | \$0.00 |
| 0 | Rear Vertical Shotgun Mount | 71 60 2 452 890 | 0 | \$542.65 | \$0.00 |
| 1 | M4 Combat Assault Rifle Mount | 71 60 2 452 894 | 1 | \$676.47 | \$676.47 |
| 1 | Shotgun / Assault Rifle Mounting Bracket | 71 60 2 452 840 | 1 | \$52.06 | \$52.06 |
| 0 | LAPD Rear Gun Lock Release | 71 60 2 452 877 | 0 | \$69.71 | \$0.00 |
| 0 | Gun Lock Variable Timer (required for above) | 71 60 2 452 895 | 0 | \$54.12 | \$0.00 |
| 0 | Heated Seat - Low | 52 53 8 544 786 | 0 | \$381.33 | \$0.00 |
| 0 | Heated Seat - High | 52 53 8 544 792 | 0 | \$381.33 | \$0.00 |
| 0 | Tire Pressure Gauge | 82 12 0 140 377 | 0 | \$32.12 | \$0.00 |
| 1 | BMW Motorrad Battery Charger (2.5 Ah) | 77 02 8 551 897 | 1 | \$155.65 | \$155.65 |
| 0 | DVD Repair Manuals R Models K5x | 01 59 8 555 666 | 0 | \$91.55 | \$0.00 |
| 0 | Motorcycle Full Cover | 71 60 2 450 408 | 0 | \$129.24 | \$0.00 |

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R 1250 RT-P Motor Pricing Form



Quotation for:
City of Placentia

Additional Accessories

| Qty Per | Item Description | BMW P/N | Order # | Retail | Total Retail |
|---------|--|-----------------|---------|----------|--------------|
| | Additional Accessories | | | | |
| | GPS Navigation | | | | |
| 0 | BMW Navigator VI GPS Kit Complete | 77 52 8 355 998 | 0 | \$759.20 | \$0.00 |
| 0 | GPS Dashboard - Upper* | 77 31 8 545 667 | 0 | \$202.75 | \$0.00 |
| 0 | GPS Dashboard - Lower* | 46 63 8 553 830 | 0 | \$318.74 | \$0.00 |
| 0 | GPS Release Push Button* | 46 63 8 542 042 | 0 | \$4.98 | \$0.00 |
| 0 | GPS Mount Cradle* | 77 52 7 721 941 | 0 | \$155.65 | \$0.00 |
| | * Parts Needed to Retrofit Nav to Std. Order Deck Unit | | | | |
| 0 | Car Kit for Navigator VI | 77 52 8 544 460 | 0 | \$144.94 | \$0.00 |
| | Storage Options | | | | |
| 0 | Saddlebag Liners (each) | 71 60 7 704 109 | 0 | \$85.41 | \$0.00 |
| 0 | Tank Top Bag | 77 45 8 543 227 | 0 | \$295.84 | \$0.00 |
| | Radio Options | | | | |
| 1 | Radio Power Plug Connector | 71 60 2 452 887 | 1 | \$9.41 | \$9.41 |
| 1 | Radio Speaker Plug | 71 60 2 452 844 | 1 | \$9.41 | \$9.41 |
| 0 | Helmet Headset Interface Plug | 71 60 2 407 782 | 0 | \$9.41 | \$0.00 |
| 1 | Microphone Attachment Mount (need kit below) | 71 60 2 452 875 | 1 | \$25.59 | \$25.59 |
| 1 | Kustom/Stalker/MIC Remote Attachment Kit | 71 60 2 452 841 | 1 | \$11.76 | \$11.76 |
| 0 | Radio "Y" Power Harness | 71 60 2 452 880 | 0 | \$35.29 | \$0.00 |
| 0 | Radio Quick Mounting Plate | 71 60 2 408 076 | 0 | \$26.47 | \$0.00 |
| 0 | Siren PA Cable Kit | 71 60 2 452 878 | 0 | \$26.04 | \$0.00 |
| 0 | Low Band Antenna Mount MY15-18 | 71 60 2 448 421 | 0 | \$41.62 | \$0.00 |
| 0 | Low Band Antenna Mount MY19+ | 71 60 2 475 199 | 0 | \$41.62 | \$0.00 |
| 0 | 800 MHz Antenna Ground Plate | 71 60 2 452 882 | 0 | \$34.94 | \$0.00 |
| | Accessory Connection Plugs | | | | |
| 1 | Accessory Connection Plugs (3) | 71 60 2 452 846 | 1 | \$9.41 | \$9.41 |
| 0 | Tyco DUAC Release Tool | 71 60 2 452 847 | 0 | \$51.76 | \$0.00 |
| 0 | Extension Cable - Power Socket | 61 12 7 712 581 | 0 | \$46.07 | \$0.00 |
| 0 | Power Socket Receptacle | 61 34 7 694 306 | 0 | \$41.79 | \$0.00 |
| 0 | Power Socket Plug - DIN | 61 13 8 060 106 | 0 | \$26.12 | \$0.00 |
| | Engine Protection | | | | |
| 0 | Sump / Engine Protection Guard (order 1) | 11 84 8 532 939 | 0 | \$122.95 | \$0.00 |
| 0 | Fillister Head Screws M6 x 20 (order 5) | 07 12 9 908 076 | 0 | \$3.08 | \$0.00 |
| 0 | Grommet (order 5) | 13 53 1 341 283 | 0 | \$2.49 | \$0.00 |
| 0 | Bushing (order 5) | 11 84 8 544 832 | 0 | \$4.92 | \$0.00 |
| 0 | Bracket front (order 1) | 11 84 8 532 937 | 0 | \$33.45 | \$0.00 |
| 0 | Bracket Rear (order 1) | 11 84 8 532 940 | 0 | \$54.53 | \$0.00 |
| 0 | C-Clip Nut M6 (have been included w/brackets) | 07 14 7 693 887 | 0 | \$2.49 | \$0.00 |
| 0 | Fillister Head Screws M8 x 25 (order 5) | 07 12 9 907 382 | 0 | \$1.53 | \$0.00 |

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R 1250 RT-P Motor Pricing Form



Quotation for:
City of Placentia

| Radar Options | | | | | |
|---------------|---|-----------------|---|----------|----------|
| 1 | Front 12v Power Outlet (lighter style) | 71 60 2 407 785 | 1 | \$53.88 | \$53.88 |
| 1 | Front Single USB Power Outlet | 71 60 2 446 871 | 1 | \$49.41 | \$49.41 |
| 0 | Fused Front Power Socket Harness | 71 60 2 409 958 | 0 | \$29.12 | \$0.00 |
| 0 | Radar Connection Plug | 71 60 2 452 849 | 0 | \$8.24 | \$0.00 |
| 0 | Kustom Eagle Display Head Mount | 71 60 2 407 787 | 0 | \$42.35 | \$0.00 |
| 0 | Kustom Raptor Display Head Mount | 71 60 2 452 851 | 0 | \$41.47 | \$0.00 |
| 0 | Kustom Raptor Radar Counter Mount | 71 60 2 452 892 | 0 | \$31.33 | \$0.00 |
| 0 | Kustom Ka Band Front & Rear Antenna Mounts | 71 60 2 452 852 | 0 | \$64.38 | \$0.00 |
| 0 | Kustom K Band Front & Rear Antenna Mounts | 71 60 2 452 854 | 0 | \$67.06 | \$0.00 |
| 0 | Kustom Radar Remote Control Mounting Plate | 71 60 2 452 855 | 0 | \$21.18 | \$0.00 |
| 0 | Kustom/Stalker/MIC Remote Attachment Mount | 71 60 2 452 841 | 0 | \$11.76 | \$0.00 |
| 0 | MPH Bee III Display Head Mount | 71 60 2 409 957 | 0 | \$40.59 | \$0.00 |
| 0 | Stalker DSR 2X Display Head Mount | 71 60 2 452 856 | 0 | \$41.47 | \$0.00 |
| 0 | Stalker Radar Remote Control Mounting Plate | 71 60 2 452 837 | 0 | \$22.94 | \$0.00 |
| 0 | Stalker Compact Display Head Mount | 71 60 2 449 791 | 0 | \$41.47 | \$0.00 |
| 0 | Stalker Compact Remote Control Mounting Plate | 71 60 2 449 792 | 0 | \$22.94 | \$0.00 |
| 0 | Stalker Dual Waterproof Display Head Mount | 71 60 2 407 793 | 0 | \$45.88 | \$0.00 |
| 0 | Stalker Front & Rear Antenna Mounts | 71 60 2 452 858 | 0 | \$64.41 | \$0.00 |
| 0 | Stalker Radar Counter Mount (radio box lid) | 71 60 2 407 795 | 0 | \$24.71 | \$0.00 |
| 1 | Radar / Lidar Gun Adaptor Plate MY19→ | 71 60 2 407 797 | 1 | \$22.06 | \$22.06 |
| 0 | Kustom Talon Radar Gun Mount | 71 60 2 452 884 | 0 | \$191.76 | \$0.00 |
| 0 | LTI Ultralite 20/20 Lidar Gun Mount | 71 60 2 452 885 | 0 | \$191.76 | \$0.00 |
| 1 | Kustom Pro-Laser 3 Lidar Gun Mount | 71 60 2 452 886 | 1 | \$191.76 | \$191.76 |
| 0 | Kustom Pro-Laser 4 Lidar Gun Mount | 71 60 2 407 798 | 0 | \$191.76 | \$0.00 |
| 0 | Stalker Lidar Gun Mount (not XLR) | 65 14 0 415 846 | 0 | \$153.41 | \$0.00 |
| 0 | Decatur Genesis Radar Holster Mount | 65 14 0 445 545 | 0 | \$116.92 | \$0.00 |

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HUNTINGTON BEACH HONDA

17555 Beach Blvd. • Huntington Beach, CA 92647
Tel - 714.842.5533 • Business Fax - 714.842.5181
Parts/Service/Sales Fax - 714.848.5492 • www.hbhonda.com



City of Placentia

Officer Frank Garza

February 5, 2018

Thank you for your inquiry for regarding Honda's Police Bike program.

Below is our proposal to provide a New Honda ST1300P Police motorcycle with the following Emergency Equipment. Your Honda ST1300P comes with a 3-year unlimited warranty. **Sound Off Signal LED with CA Title 13 Lenses: New Lights 5-year, no questions asked warranty on replacement.**

"Front Facing by windshield"

- 1 RED/WHT facing forward (flashing) NForce
- 1 BLUE/WHT facing forward (flashing) NForce
- 2 Stainless Steel Mounting bolts for front facing lights Part # 1300-HEX
- 2 Aluminum Mounting Brackets for Front Facing Lights Part # 1300-NFORCE
- 1 Headlight Wig Wag flasher
- 1 RED (steady) ghost LED
- 1 RED 5mm LED bolt flashing on dash to warn rear light being on. 1300-12VBFR

"Take Down Light Kit"

- 2 Mighty Spot Light LED
 - 2 1300-SPT-MNT
 - 1 RED indicator Light for Take Down mounted on dash
 - 2 1300-RS Stainless Steel Mounting Bolts
- (When takedown lights are activated all front facing and front side lights will turn white) The red steady will remain red.

"Side Mounted "

- 1 BLUE/WHT on left side of front lower cowl (flashing) NForce
- 1 RED/WHT on right side of front lower cowl (flashing) NForce
- 2 Aluminum Mounting wedges for Front side fairing lights 1300-NForce-WDG
- 1 RED/BLUE surface mount on right side of radio box (flashing) MPower 4"
- 1 RED/BLUE surface mount on left side of radio box (flashing) MPower 4"

"Rear of Bike"

- 1 RED/BLUE MPower 4" mounted rear facing on T-Bar
- 1 RED/BLUE MPower mounted rear facing on License Plate Frame
- 1 Ghost Red SST mounted high rear facing
- 1 License Plate Frame with integrated Blue LED

"Siren"

- 1 Compact Electronic Speaker, Part # SH4003-6B-A
- 1 Siren Mount 1300-spk
- 1 100-Watt Siren Amp (ETSA200R)
- 1 ST13 Wiring Harness (1300-harness)
- 1 1300-Fuseblock for emergency equipment

"Battery Upgrade"

- 1 PC545 Odyssey Battery (High output Battery)
- 1 1300-Batt (Battery Modification Mount Kit)
- 1 G3500 Battery Charger
- 1 Cycle Pal

"M4 Adjustable Rifle Rack"

- 1 New model M4 Rifle Rack with secure trigger guard
- 1 Electric Gunlock SC6-#3 with #3key
- 1 Muzzle Plug
- 1 Electronic timer
- 1 Reinforced T-Bar

"Accessories"

- 1 Black Front and Rear Accessory Bars 1300-008
- 1 Baton & Flashlight holder mounted on right front Bars
- 1 Heated Handgrips
- 1 Hondaline Accessory harness for handgrips
- 1 12-volt dc accessory plug
- 1 PRO Laser 3/4 mounted right side
- 1 Cite book holder
- 1 Adjustable Clutch Lever

"Radio Install"

- City to provide Radio and communication equipment
- Huntington Honda will provide Battery, Diode, switch and radio head mount

Emergency Lights wired to your specifications and COLOR combination as follows:

Position 1 - Rear Facing lights

Position 2 - All lights

Position 3 - Yelp momentary

Position 4 - Wail on/off

Position 5 – Take Down everything front facing turns White (Scene Lighting)

Airhorn is on Stock horn button

| | |
|---------------|--------------------|
| Bike | \$16800.00 |
| Equipment | \$9062.34 |
| Doc Fee | \$80.00 |
| EVR | \$29.00 |
| Sales Tax | \$2010.53 |
| Ca Tire Tax | \$3.50 |
| Total: | \$27,985.37 |

Best Regards

Scott Smith
Huntington Beach Honda

CC: Roger Smith



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: SEPTEMBER 24, 2019

SUBJECT: **PURCHASE AND FINANCE OF FIRE APPARATUS AND FIRE DEPARTMENT TOOLS AND ONE-TIME CAPITAL EQUIPMENT**

FISCAL

IMPACT: EXPENSE: \$ 780,412.55 TOTAL PURCHASE PRICE APPARATUS EQUIPMENT

REVENUE: \$1,795,000.00 TOTAL MAXIMUM LOAN AMOUNT FOR FIRE APPARATUS EQUIPMENT, OTHER RELATED FIRE EQUIPMENT, AND DEBT ISSUANCE COSTS.

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 purchase the necessary fire apparatus needed to deliver fire protection, suppression and other public safety functions to the community, which was approved by the City Council on July 9, 2019. Subsequently on June 10, 2019 the City Council approved the purchase of command vehicles necessary for the Department. The last significant equipment purchase to fulfill the implementation of the Department is the tools and equipment designed to equip the Department in carrying out its day-to-day services.

As part of the City's competitive proposal submitted for consideration during the Request for Proposal (RFP) process, the proposal team identified all the necessary tools and equipment needed by the City's new Fire Department to deliver these services. Derotic Emergency Equipment developed a master equipment and tool list for the City's new fire apparatus and command staff units with input gathered from surrounding fire agencies. In addition, a retired Chief and the City's Interim Chief have reviewed the equipment specifications and needs for the Department and its newly purchased apparatus along with two fire apparatus experts from active operating fire departments. The proposed equipment and tools to be purchased to equip the City's new fire apparatus and command staff units is similar, and in some cases, the same exact equipment used by surrounding fire agencies which will facilitate consistency between agencies when delivering mutual and automatic aid.

3. b.

September 24, 2019

In addition to the tools and equipment being purchased to equip each fire apparatus, the City must also purchase additional capital equipment such as personal protective equipment for each firefighter, a new station alerting system, and radios. This request also seeks City Council authorization to finance the cost of numerous pieces of one-time start-up capital equipment needed to operate the City's new Department. Additional capital equipment purchases requiring City Council approval will be presented periodically to the Council for its consideration throughout the balance of the current fiscal year consistent with the City's established purchasing and contract guidelines.

RECOMMENDATION:

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

1. Authorize the City Administrator to approve a sales agreement and a purchase order with Derotic Emergency Equipment, totaling \$780,412.55 for the purchase of brand-new tools and equipment needed to equip the new Placentia Fire and Life Safety Department's apparatus; and
2. Adopt Resolution R-2019-XX, A Resolution of the City Council of the City of Placentia, California authorizing the purchase and financing of capital equipment and tools necessary to fully equip the Placentia Fire and Life Safety Department; and
3. Authorize the City Administrator to secure financing and enter into an agreement to finance the purchase of one-time capital equipment needed to implement a new Fire Department and other related expenses in an amount not to exceed \$1,795,000, at an interest rate not to exceed 4.0% over a 5-year term, and 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 Department by July 1, 2020. On July 9, 2019, the City Council authorized the purchase and financing of four (4) new fire suppression apparatus. This financing was secured at an interest rate of 2.69% over a 10-year term. The authorization to finance and purchase the tools and equipment needed to equip the City's new apparatus as well as finance the cost of additional one-time capital equipment costs is now presented to the City Council for its review and consideration.

Fire Apparatus Tools and Equipment

As part of the City's competitive proposal to stand up a new Fire Department, the City's Interim Fire Chief reviewed and analyzed Placentia's fire and public safety risks to ensure the proposed department would have the appropriate apparatus, tools, and equipment to effectively deliver fire protection services to the community and to our neighbors as part of mutual and automatic aid. To that end, an apparatus equipment and tool list as well as all the other standard equipment required to operate a modern fire department was developed for both budgeting and planning purposes. This equipment includes everything from hydraulic extrication tools and self-contained breathing apparatus to electric fans, pumps, hand-held portable radios and a traffic signal

preemption system used to reduce response times to emergencies. However, the equipment and tool list for the fire apparatus could not be finalized until the final engineering design for all four (4) of the new apparatus had been completed. Each apparatus will be custom built and equipped with cabinetry and lockers to hold the various tools and equipment each must carry. Therefore, it was necessary to finalize the design of the storage compartment space to finalize the equipment and tool list.

The City's local apparatus manufacturer's representative, Derotic Emergency Equipment ("Derotic"), surveyed the type and specifications of equipment used by surrounding fire agencies to ensure the City is specifying similar equipment. This small but important detail in equipment compatibility will facilitate coordinated emergency responses and ensure a seamless integration between the Department and surrounding fire departments in the event mutual and/or automatic aid is needed, whether said aid is being provided by Placentia or to our City. Reserve Engine 1 will be fully equipped and ready to roll into service at any given moment, even though it will be designated as a training engine and reserved for large-scale incidents.

During the week of July 29th, City Staff along with the City's apparatus consultant, Derotic, and the manufacturer's representatives conducted a pre-build conference to finalize the engineering plans and apparatus specifications for the newly purchased units. During the pre-build conference, the team reviewed in detail the preliminary equipment and tool list previously developed to ensure that the apparatus and Command Staff units being built will accommodate the type and quantity of equipment and tools to be kept on each unit. Although some tools and equipment are universal, it is important to ensure that the storage systems being built for each apparatus can and will accommodate the proposed equipment and tools needed for each unit. As such, the apparatus build team was able to finalize the apparatus equipment, and Derotic submitted a final equipment cost proposal and agreement to the City (Attachment 1). In addition, a separate equipment and tool list was developed to provide the Department with a small inventory of back-up tools and equipment starting on Day 1. This equipment is shelf-ready and will be stored in the City's fire stations. All modern fire departments maintain spare tools and equipment stocks for smaller items like extra hoses and oxygen tanks.

The City's apparatus consultant, who is also an active Fire Captain, reviewed each equipment list in detail to ensure conformance with industry standards, and to also ensure the City is purchasing the right amount and type of equipment to start up the new Department. In addition, the consultant analyzed the pricing provided by Derotic to ensure it is competitive and comparable to what other fire departments are paying for similar equipment and tools. Derotic has also committed to matching any price the City can find for similar equipment. To that end, Staff analyzed the equipment list and conducted a separate search online of Statewide purchasing contracts to find other sources and more competitive pricing for the same equipment. For example, the same self-contained breathing apparatus (SCBA) units included in the Derotic equipment list was found on a pre-bid Statewide purchasing contract. However, the Statewide purchasing contract pricing structure for this product is à la carte and when all the components of each needed SCBA is assembled, the cost is higher than what Derotic is providing to the City. A major benefit of purchasing all the equipment through a single source such as Derotic is that they are then responsible for procuring each piece of equipment and tool, ensuring it arrives on time, inspecting it, storing and cataloging the equipment ahead of the apparatus being delivered, and stocking each apparatus with the associated equipment. The equipment and tool list for the apparatus

alone is more than 600 individual pieces. To source, procure, and manage this much equipment exceeds the City's existing staffing resources considering Fire Department Staff have yet to be hired and on-boarded.

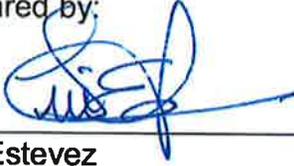
The FY 2019-20 Capital Improvement Program and Operating Budgets include numerous capital equipment purchases needed for the new Department this fiscal year. Major equipment purchases that had originally been planned and budgeted for in FY 2020-21 are being advanced to this current fiscal year as this equipment is critical to the day-to-day operations of the Department. The fire station alerting system is a critical component of the fire department's operations and will be necessary and must be fully operational on Day 1. The proposed emergency vehicle traffic signal preemption system (Opticom) is also being advanced, given the importance of utilizing all available tools to significantly improve emergency response times. The signal preemption system will require additional engineering design in order to develop the Citywide program and begin installing preemption devices throughout the City. As such, it is important to begin that effort sooner rather than later and this project is proposed to be advanced into the current fiscal year.

The cost for the station alerting and traffic signal preemption systems is estimated to be \$500,000. Although these costs have been accounted for in the financial forecasts, the significant nature of these costs warrant that they be included in the larger tool and equipment financing package presented to the City Council for its consideration. Other capital equipment with a life-span greater than five (5) years, such as the previously approved Command Staff units as well as two additional support units planned for FY 20-21 are also being included in the financing package. Additional equipment such as firefighter turnouts and helmets, vehicle radios, and AED defibrillators are included in the current Operating and CIP budgets and will be purchased throughout the balance of this fiscal year. Depending on the dollar amount, some of these purchases will be presented to the City Council for its consideration and approval consistent with the City's purchasing and contract guidelines.

FISCAL IMPACT:

Many public agencies finance the cost of their apparatus and equipment given the substantial cost and impact to an agency's cash flow with large cash outlays for equipment acquisitions of this size. This is necessary in Placentia's case since the City is starting a new Department from the ground-up. Staff is recommending that Council authorize the City Administrator to enter into a purchase agreement with Derotic to purchase fire apparatus tools and equipment in the amount of \$780,412.55, as well as enter into a financing agreement for an amount not to exceed \$1,795,000.00, to finance the cost of apparatus tools and equipment, Command Staff and support vehicles, as well as additional one-time capital equipment and related costs, including the cost of issuing the debt, at an interest rate not to exceed 4% over a term of 5 years, and in a form approved by the City Attorney. The previous financing secured for the apparatus was at an interest rate of 2.69% over a 10-year term. The City is also requiring Derotic to obtain a performance bond to provide the City with an insurance policy against any potential default, the cost of which is included in the Derotic contract. When the financing is secured, Staff will present a budget amendment that appropriates the final expenditures for the apparatus equipment, command vehicles, support vehicles and other related purchases, funded by the loan proceeds.

Prepared by:



Luis Estevez
Director of Public Works

Reviewed and approved:



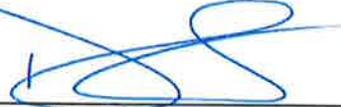
Kim Krause
Director of Finance

Reviewed and approved:



Scott Ferguson
Interim Fire Chief

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Purchase Agreement with Derotic LLC Emergency Equipment
2. Resolution No. R-2019-XX – Authorizing Purchase and Financing

**CITY OF PLACENTIA
PURCHASE AGREEMENT
WITH
DEROTIC LLC EMERGENCY EQUIPMENT**

THIS AGREEMENT is made and entered into this 24th day of September, 2019 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and Derotic Emergency Equipment.

WITNESSETH:

A. WHEREAS, City proposes to purchase tools and equipment for the the City’s Fire Department; and

B. WHEREAS, Derotic Emergency Equipment (Derotic) represents that it will purchase, store, and install on the City’s new fire apparatus and command staff vehicles various pieces of tools and equipment attached as Exhibit A to this agreement; and

C. 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. EQUIPMENT AND INSTALLATION TO BE PROVIDED BY DEROTIC

1.1. Derotic shall procure, store and install onto the City’s new fire apparatus and command staff vehicles all of the equipment attached to this agreement as Exhibit A. Title to all materials furnished under this Agreement shall pass to the City upon delivery and loading of merchandise at the F.O.B. point designated in the Purchase Order.

2.0 DELIVERY OF EQUIPMENT.

2.1 Derotic shall deliver all of the equipment the City has purchased under this agreement no later than May 15, 2020.

2.2 Time is of the essence in this Agreement and every provision contained in this Agreement.

2.3 Liquidated Damages.

The parties agree that, were Derotic to fail to comply with terms of this Agreement, the damage to City would be large but unmeasurable. The parties estimate such damages at, and therefore agree to set the amount of liquidated damages for breach of this Agreement by Derotic, at the sum of One Hundred Fifty and 00/100 dollars (\$150.00) per day for each business day after May 15, 2020 this Agreement has not been fully performed by Derotic. Delays due to City procedures, strikes, natural disasters or other manufacturer causes beyond Derotic’s control will not result in the application of liquidated damages.

3. COMPENSATION AND BILLING

The City shall pay Derotic a grand total of \$780,412.55 in accordance with the cost proposal set forth in Exhibit "A." Derotic shall receive 75% of this amount upon issuance of the City purchase order. Final payment will be made of the balance due upon satisfaction of all of the following:

3.1. all equipment has been delivered to the site specified in the City's purchase order and equipment has been inspected and tested;

3.2. all required deliverables related to the equipment are available to the City, including, but not limited to: warranty information, parts books, maintenance manuals, wiring schematics, air line diagrams, lubrication charts, spare wheels, test equipment, operator's manuals and any other required drawings and literature.

4. PERFORMANCE BOND.

4.1. Derotic will, before the City will make the initial payment required under this Agreement, submit performance security in the form of a faithful Performance Bond or Irrevocable Standby Letter of Credit duly issued by a corporate surety authorized to do business in California and satisfactory to the City, in an amount equal to one hundred percent (100%) of the 75% initial payment amount.

4.2. Said surety shall be admitted to do business in the State of California.

4.3. If Derotic elects to submit a letter of credit as performance security, Derotic agrees to submit replacement security acceptable to City, if so notified by City, if the letter of credit expires and/or is not renewed prior to completion of performance under the Agreement and Agreement Documents.

4.4. The Performance Bond shall ensure the timely delivery of the fire equipment meeting the specifications required by this Agreement. The Performance Bond will be released when all equipment has been delivered and inspected at Derotic's facility in Westminster. The Performance Bond is not intended to cover any warranties required by 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

DEROTIC EMERGENCY EQUIPMENT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Director of Public Works

Date: _____

EXHIBIT A

DEROTIC COST PROPOSAL AND EQUIPMENT TOOL AND EQUIPMENT LIST



September 24, 2019

City of Placentia
Luis Estevez - Director of Public Works
401 E Chapman Avenue
Placentia, CA 92870

Mr. Estevez,

Derotic Emergency Equipment is pleased to offer you the following proposals:

- Command Vehicle #1 Equipment - Quote #1127 - \$14,877.65
- Command Vehicle #2 Equipment - Quote #1153 - \$14,877.65
- Pumper #1 Equipment - Quote #1124 - \$160,728.69
- Pumper #2 Equipment - Quote #1161 - \$160,728.69
- Quint Equipment - Quote #1123 - \$248,087.33
- Type-6 Equipment - Quote #1125 - \$62,681.87
- Equipment Supply Cache - Quote #1162 - \$93,135.67
- Performance Bond for 75% of the Proposal Price - \$25,295.00
- The Total Price is Seven Hundred Eighty Thousand, Four Hundred Twelve Dollars and Fifty Five Cents (\$780,412.55). All prices include tax.
- In order to meet your deadline requests the following progress-payment structures are required:
 - \$591,683.18 of the proposal price, which includes \$25,295.00 for the performance bond, is due upon proposal approval. Ordering will begin once monies are received by Derotic LLC.
 - \$188,729.37 of the proposal price is due when equipment starts to arrive at our facility in Westminster, CA.
- These prices are good until October 4, 2019. At that time, additional price extensions must be requested.
- These equipment lists have been reviewed and approved by Clinton Norton.
- The equipment shall be ready for delivery from Westminster, California, no later than April 24, 2020. Delays due to City procedures, strikes, failure to obtain materials, or other causes beyond Derotic LLC's control will be just cause for delay in delivery. The equipment will be stored by Derotic LLC at our facility in Westminster and delivered to the Purchaser at: 401 E Chapman Avenue, Placentia, CA 92870 as needed.

We look forward to working with you and your staff to provide this equipment and service, which will give the City of Placentia many years of service.

Sincerely,

James Mario Demattei
James Mario Demattei
President

Casey Scott
Casey Scott
CEO

Brian Jenson
Brian Jenson
COO



Derotic Emergency Equipment
 3941 Park Drive #20-193
 El Dorado Hills, California 95762
 (844) 433-7684
 info@deroticllc.com
 deroticllc.com

Quote #1127

Created: 6/6/2019 02:25 PM
 Completed: 9/9/2019 02:41 PM

Placentia Fire Department

| Command Vehicle #1 Equipment | | | |
|------------------------------|---|--------------------------------|-----------------------------------|
| | Description | Price | QTY Subtotal |
| 1 | SCOTT X3 PRO 4.5 CGA SCBA, NFPA 1981 | \$6,350.00 | 1 \$6,350.00 |
| 2 | UPGRADE REGULATOR WITH QUICK-DISCONNECT | \$210.00 | 1 \$210.00 |
| 3 | UPGRADE SCBA WITH BUDDY BREATHER CONNECTIONS | \$545.00 | 1 \$545.00 |
| 4 | SCOTT AV3000 HT MASK WITH DUAL ACOUSTIC AMPLIFIERS, NFPA 1981 2013 ED | \$329.00 | 1 \$329.00 |
| 5 | SCOTT 45 MIN. CARBON CYLINDER W/CGA VALVE | \$1,105.00 | 1 \$1,105.00 |
| 6 | 36" HOOLIGAN TOOL STD CLAW | \$299.00 | 1 \$299.00 |
| 7 | 32" 6# POLISHED FLATHEAD FIREFIGHTER AXE WITH WOOD HANDLE | \$279.00 | 1 \$279.00 |
| 8 | UCC24 24" BOLT CUTTER | \$167.00 | 1 \$167.00 |
| 9 | AMER 2A10BC | \$96.00 | 1 \$96.00 |
| 10 | COMMAND VEHICLE MOUNTING AND BRACKETING - NON-CUSTOM | \$1,500.00 | 1 \$1,500.00 |
| 11 | Council Tool - Combo Shovel and Pick - Multi-purpose Tool | \$95.00 | 1 \$95.00 |
| 12 | BLS Med Bag | \$599.00 | 1 \$599.00 |
| 13 | Whelen Pioneer Life Series Light - With Charger | \$1,195.00 | 1 \$1,195.00 |
| 14 | LED SL-20 With Charger | \$290.00 | 1 \$290.00 |
| 15 | WEB GEAR HARNESS NFPA LABELLED | \$166.80 | 1 \$166.80 |
| 16 | REGULAR SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER | \$414.00 | 1 \$414.00 |
| 17 | HOSE CLAMP & TOOL POUCH | \$40.80 | 1 \$40.80 |
| | | Tax (8.75%): \$1,197.05 | Service Total: \$14,877.65 |

This unit is being serviced at: 15170 Goldenwest Circle, Unit B, Westminster, CA 92683. Thank you for your business!

Quotes are an approximation of charges for the services requested. They are based on the anticipated details of the work to be done. You will be notified of unexpected complications that will cause deviations from the quote. I hereby authorize this repair work to be completed. DEE is not responsible for any delays caused by unavailability of parts from the supplier or shipping issues.

| | |
|--------------------------|--------------------|
| Total Parts | \$13,680.60 |
| Total Labor | \$0.00 |
| Subtotal | \$13,680.60 |
| Taxes | \$1,197.05 |
| Grand Total | \$14,877.65 |
| Paid To Date | (\$0.00) |
| REMAINING BALANCE | \$14,877.65 |

Signature _____



Derotic Emergency Equipment
 3941 Park Drive #20-193
 El Dorado Hills, California 95762
 (844) 433-7684
 info@deroticllc.com
 deroticllc.com

Quote #1153

Created: 8/6/2019 03:41 PM
 Completed: 9/9/2019 02:41 PM

Placentia Fire Department

| Command Vehicle #2 Equipment | | | |
|-------------------------------------|---|--------------------------------|-----------------------------------|
| | Description | Price | QTY Subtotal |
| 1 | SCOTT X3 PRO 4.5 CGA SCBA, NFPA 1981 | \$6,350.00 | 1 \$6,350.00 |
| 2 | UPGRADE REGULATOR WITH QUICK-DISCONNECT | \$210.00 | 1 \$210.00 |
| 3 | UPGRADE SCBA WITH BUDDY BREATHER CONNECTIONS | \$545.00 | 1 \$545.00 |
| 4 | SCOTT AV3000 HT MASK WITH DUAL ACOUSTIC AMPLIFIERS, NFPA 1981 2013 ED | \$329.00 | 1 \$329.00 |
| 5 | SCOTT 45 MIN. CARBON CYLINDER W/CGA VALVE | \$1,105.00 | 1 \$1,105.00 |
| 6 | 36" HOOLIGAN TOOL STD CLAW | \$299.00 | 1 \$299.00 |
| 7 | 32" 6# POLISHED FLATHEAD FIREFIGHTER AXE WITH WOOD HANDLE | \$279.00 | 1 \$279.00 |
| 8 | UCC24 24" BOLT CUTTER | \$167.00 | 1 \$167.00 |
| 9 | AMER 2A10BC | \$96.00 | 1 \$96.00 |
| 10 | COMMAND VEHICLE MOUNTING AND BRACKETING - NON-CUSTOM | \$1,500.00 | 1 \$1,500.00 |
| 11 | Council Tool - Combo Shovel and Pick - Multi-purpose Tool | \$95.00 | 1 \$95.00 |
| 12 | BLS Med Bag | \$599.00 | 1 \$599.00 |
| 13 | Whelen Pioneer Life Series Light - With Charger | \$1,195.00 | 1 \$1,195.00 |
| 14 | LED SL-20 With Charger | \$290.00 | 1 \$290.00 |
| 15 | WEB GEAR HARNESS NFPA LABELLED | \$166.80 | 1 \$166.80 |
| 16 | REGULAR SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER | \$414.00 | 1 \$414.00 |
| 17 | HOSE CLAMP & TOOL POUCH | \$40.80 | 1 \$40.80 |
| | | Tax (8.75%): \$1,197.05 | Service Total: \$14,877.65 |

This unit is being serviced at: 15170 Goldenwest Circle, Unit B, Westminster, CA 92683. Thank you for your business!

Quotes are an approximation of charges for the services requested. They are based on the anticipated details of the work to be done. You will be notified of unexpected complications that will cause deviations from the quote. I hereby authorize this repair work to be completed. DEE is not responsible for any delays caused by unavailability of parts from the supplier or shipping issues.

| | |
|--------------------------|--------------------|
| Total Parts | \$13,680.60 |
| Total Labor | \$0.00 |
| Subtotal | \$13,680.60 |
| Taxes | \$1,197.05 |
| Grand Total | \$14,877.65 |
| Paid To Date | (\$0.00) |
| REMAINING BALANCE | \$14,877.65 |

Signature _____



Derotic Emergency Equipment
 3941 Park Drive #20-193
 El Dorado Hills, California 95762
 (844) 433-7684
 info@deroticllc.com
 deroticllc.com

Quote #1123

Created: 6/6/2019 02:05 PM
 Completed: 9/9/2019 02:43 PM

Placentia Fire Department

| Placentia Quint Equipment | | | |
|---------------------------|--|------------|--------------|
| | Description | Price | QTY Subtotal |
| 1 | L / Y REGULAR SIZE SOLID VELCRO PUB SAF VEST, | \$28.00 | 10 \$280.00 |
| 2 | BLACK 6X4" MINI ROPE POUCH | \$19.00 | 4 \$76.00 |
| 3 | RESCUE NFPA THROWLINE - FT4 - 50' SECTIONS | \$1.25 | 200 \$250.00 |
| 4 | OFFICERS TOOL KIT | \$102.00 | 1 \$102.00 |
| 5 | 7X50 MARINE BINOCULAR, BLUE | \$199.00 | 1 \$199.00 |
| 6 | 6# PICKHEAD AXE W/ 32" WOOD HNDL 60P32C | \$89.00 | 2 \$178.00 |
| 7 | 2 LB. POWER DRIVE DEAD BLOW HAMMER WITH SUPER C-GRIP | \$31.00 | 2 \$62.00 |
| 8 | 4X50' CPLD 4NH YEL CONQST POLY DJ HOSE | \$539.00 | 1 \$539.00 |
| 9 | Conquest 4 X 25 yellow w/ 4 NH M and F rocker | \$406.00 | 2 \$812.00 |
| 10 | 12C 6'X6' 12oz CANV DEBRIS CARRIER | \$96.00 | 2 \$192.00 |
| 11 | 2.5 Gal 2A Water Extinguisher | \$154.00 | 1 \$154.00 |
| 12 | BIGEASY "GLO" LOCKOUT TOOLS DELUXE KIT | \$107.00 | 1 \$107.00 |
| 13 | 1A20G1 20# ABC FIRE EXT 6-A:60-B:C | \$689.00 | 1 \$689.00 |
| 14 | MS461 20" RESCUE CHAIN SAW | \$1,374.00 | 3 \$4,122.00 |
| 15 | 51" 12# PINCHPOINT STEEL CROWBA | \$56.00 | 1 \$56.00 |
| 16 | P7224 24" WIDE BROOM HEAD WITH BRACKET | \$43.00 | 1 \$43.00 |
| 17 | 48BMH 48" BROOM/MOP HANDLE | \$22.00 | 1 \$22.00 |
| 18 | UCC24 24" BOLT CUTTER | \$167.00 | 1 \$167.00 |
| 19 | BD-10-36 10LB 36" NUPLAGLAS CLASSIC SLEDGE HAMMER WITH CIRCULAR STRIPE GRIP | \$71.00 | 1 \$71.00 |
| 20 | ROUND POINT FIRE SHOVEL | \$72.00 | 1 \$72.00 |
| 21 | WEB GEAR HARNESS NFPA LABELLED | \$167.00 | 5 \$835.00 |
| 22 | Large SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER | \$414.00 | 2 \$828.00 |
| 23 | HORIZONTAL FIRE SHELTER CASE | \$41.00 | 5 \$205.00 |
| 24 | HOSE CLAMP & TOOL POUCH | \$52.00 | 5 \$260.00 |
| 25 | Blowhard Commando | \$4,850.00 | 2 \$9,700.00 |
| 26 | MPD Rescue Rigging Kit | \$3,240.00 | 1 \$3,240.00 |
| 27 | 1/2" WHI/BUE NE KM3 STATIC KERN ROPE FT 2 200' Sec (Red & Blue) | \$1.25 | 400 \$500.00 |
| 28 | RED #2 ROPE BAG | \$86.00 | 2 \$172.00 |
| 29 | 36" HOOLIGAN TOOL STD CLAW | \$299.00 | 1 \$299.00 |
| 30 | 32" 6# POLISHED FLATHEAD FIREFIGHTER AXE WITH WOOD HANDLE | \$279.00 | 1 \$279.00 |
| 31 | 2.5" 45 deg elbow | \$210.00 | 1 \$210.00 |
| 32 | In-Line Gauge 2.5" | \$175.00 | 1 \$175.00 |
| 33 | 3"X1000' 4MIL BARRICADE TAPE, BLACK LETTERING ON YELLOW BACKGROUND READING: FIRE LINE DO NOT CROSS | \$25.00 | 1 \$25.00 |



Derotic Emergency Equipment
3941 Park Drive #20-193
El Dorado Hills, California 95762
(844) 433-7684
info@deroticllc.com
deroticllc.com

Quote #1123

Created: 6/6/2019 02:05 PM
Completed: 9/9/2019 02:43 PM

| Placentia Quint Equipment | | | | |
|---------------------------|---|------------|-----|------------|
| | Description | Price | QTY | Subtotal |
| 34 | 30-MINUTE RED FUSEE, NO SPIKE OR STAND, 36 PER | \$126.00 | 1 | \$126.00 |
| 35 | HEAVY DUTY FLARE STORAGE BAG FOR UP TO 30-MIN FLARE | \$28.00 | 1 | \$28.00 |
| 36 | 4" HOSE CLAMP | \$498.00 | 1 | \$498.00 |
| 37 | 4"-5" RBM | \$72.00 | 1 | \$72.00 |
| 38 | Traffic Cones | \$14.00 | 5 | \$70.00 |
| 39 | BLACK REMOTE AREA LIGHTING SYSTEM | \$966.00 | 2 | \$1,932.00 |
| 40 | 1 HP SUBMERSIBLE PUMP,1-PHASE 115V, W/ MUSHROOM STRAINER | \$2,199.00 | 1 | \$2,199.00 |
| 41 | 18" CAST ALUMINUM PIPEWRENCH | \$64.00 | 2 | \$128.00 |
| 42 | 1.75X50' CPLD 1.5NH YEL DURAPAK DJ NYL HOSE | \$192.00 | 4 | \$768.00 |
| 43 | 2 - black hose straps with Velcro and metal ring | \$34.00 | 2 | \$68.00 |
| 44 | 1.75X50' CPLD 1.5NH GREEN PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 4 | \$1,196.00 |
| 45 | 1.75X50' CPLD 1.5NH BLUE PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 4 | \$1,196.00 |
| 46 | 1.75X50' CPLD 1.5NH YELLOW PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 10 | \$2,990.00 |
| 47 | 2.5X50' CPLD 2.5NH GREEN PONN GLADIATOR POLY DJ ATTACK HOSE | \$355.00 | 20 | \$7,100.00 |
| 48 | 4X100' CPLD 4NH YEL TDU DJ NYL HOSE | \$948.00 | 10 | \$9,480.00 |
| 49 | 1.5x100' CPLD 1.5NH YEL 187SPEC TYPE II SJ HOSE | \$164.00 | 1 | \$164.00 |
| 50 | 1.5NHFX1.5NHMX1NPSHM INLINE TVALVE | \$106.00 | 4 | \$424.00 |
| 51 | DURAPAK DJ NYL HOSE- Hi Rise Hose | \$279.00 | 4 | \$1,116.00 |
| 52 | Clipboard | \$29.00 | 1 | \$29.00 |
| 53 | ERG Guide | \$18.00 | 1 | \$18.00 |
| 54 | Niosh Guide | \$38.00 | 1 | \$38.00 |
| 55 | Firescope Guide | \$17.00 | 1 | \$17.00 |
| 56 | Shut-Gun - Sprinkler Tool | \$75.00 | 1 | \$75.00 |
| 57 | O2 Cylinders | \$89.00 | 2 | \$178.00 |
| 58 | Trauma Bag - Curalex Med - E PAK III | \$189.00 | 1 | \$189.00 |
| 59 | Airway Bag - Curaplex Advanced O2 Bag | \$599.00 | 1 | \$599.00 |
| 60 | C-Spine Bag / Equipment | \$79.00 | 1 | \$79.00 |
| 61 | Sager Splint | \$370.00 | 1 | \$370.00 |
| 62 | KED Splint | \$173.00 | 1 | \$173.00 |
| 63 | Suction Unit S-Scort-3 with Red Vinyl Case | \$668.00 | 1 | \$668.00 |
| 64 | Mega Mover Select - White | \$34.00 | 1 | \$34.00 |
| 65 | Pediatric Sager S-300 | \$435.00 | 1 | \$435.00 |
| 66 | OB Kit | \$24.00 | 1 | \$24.00 |
| 67 | Pedi - Board | \$175.00 | 1 | \$175.00 |
| 68 | Hi-Rise Bag | \$17.00 | 1 | \$17.00 |
| 69 | Razor Knife | \$26.00 | 2 | \$52.00 |



Derotic Emergency Equipment
 3941 Park Drive #20-193
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Quote #1123

Created: 6/6/2019 02:05 PM
 Completed: 9/9/2019 02:43 PM

| Placentia Quint Equipment | | | | |
|----------------------------------|---|--------------|------------|-----------------|
| | Description | Price | QTY | Subtotal |
| 70 | Spare Razors | \$6.00 | 2 | \$12.00 |
| 71 | Crescent Wrench Set | \$30.00 | 1 | \$30.00 |
| 72 | Screw Driver Set | \$32.00 | 1 | \$32.00 |
| 73 | Tape Measure - 25' | \$23.00 | 1 | \$23.00 |
| 74 | Allen Wrench Set - Metric | \$32.00 | 1 | \$32.00 |
| 75 | Allen Wrench Set - Standard | \$32.00 | 1 | \$32.00 |
| 76 | Channel Locks | \$35.00 | 1 | \$35.00 |
| 77 | Pliers - 6.75 | \$17.00 | 1 | \$17.00 |
| 78 | Claw Hammer | \$32.00 | 1 | \$32.00 |
| 79 | Hacksaw - 12" | \$20.00 | 1 | \$20.00 |
| 80 | Spare Hacksaw Blades | \$13.00 | 1 | \$13.00 |
| 81 | Wonder Bar | \$55.00 | 1 | \$55.00 |
| 82 | Craftsman 215 Pc Tool Set | \$349.00 | 1 | \$349.00 |
| 83 | Needle Nose Pliers - 5.50" | \$17.00 | 1 | \$17.00 |
| 84 | Dikes - 7" | \$34.00 | 1 | \$34.00 |
| 85 | Vice Grip Set - 3 Pc | \$59.00 | 1 | \$59.00 |
| 86 | Duct Tape | \$8.00 | 1 | \$8.00 |
| 87 | Reducer - 4.00" to 2.50" | \$65.00 | 1 | \$65.00 |
| 88 | Cooler - RTIC | \$234.00 | 1 | \$234.00 |
| 89 | Lathe - 5/16" x 1.50" x 4' - 50 Pack | \$32.00 | 1 | \$32.00 |
| 90 | Visqueen - 10' x 100' | \$77.00 | 1 | \$77.00 |
| 91 | Extension Cord - 50' 12/3 HD | \$95.00 | 2 | \$190.00 |
| 92 | Extension Cord - Pig Tails - House to Twist | \$34.00 | 4 | \$136.00 |
| 93 | Sawzall Kit Milwaukee Corded 3/4 HP & Bi-Metal / Wood blade Kit | \$169.00 | 1 | \$169.00 |
| 94 | Bottle Jack | \$196.00 | 1 | \$196.00 |
| 95 | Ballistic Helmets | \$429.00 | 4 | \$1,716.00 |
| 96 | Ballistic Vests | \$593.00 | 4 | \$2,372.00 |
| 97 | SCOTT X3 PRO 4.5 CGA SCBA, NFPA 1981 | \$6,350.00 | 4 | \$25,400.00 |
| 98 | UPGRADE REGULATOR WITH QUICK-DISCONNECT | \$210.00 | 4 | \$840.00 |
| 99 | SCOTT AV3000 HT MASK WITH DUAL ACOUSTIC AMPLIFIERS, NFPA 1981 2013 ED | \$329.00 | 4 | \$1,316.00 |
| 100 | SCOTT 45 MIN. CARBON CYLINDER W/CGA VALVE | \$1,105.00 | 14 | \$15,470.00 |
| 101 | UPGRADE SCBA WITH BUDDY BREATHER CONNECTIONS | \$545.00 | 4 | \$2,180.00 |
| 102 | SCOTT RIT-PAK FAST ATTACK 4.5 MEDIUM BAG, RITREGULATOR, RIT-MASK | \$2,399.00 | 1 | \$2,399.00 |
| 103 | SCOTT FAST ATTACK CYLINDER, 45-MINUTE 90 DEGREE VALVE | \$1,410.00 | 1 | \$1,410.00 |
| 104 | YEL/ BLUE RESCUE MESH DUFFEL BAG | \$72.00 | 1 | \$72.00 |



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 Completed: 9/9/2019 02:43 PM

| Placentia Quint Equipment | | | |
|--|--------------|------------|-----------------|
| Description | Price | QTY | Subtotal |
| 105 KASK Yellow SUPER PLASMA HELMET | \$137.00 | 3 | \$411.00 |
| 106 50' ORANGE PACK CLOTH NFPA THROWLINE BAG SET | \$98.00 | 4 | \$392.00 |
| 107 10C 12'X14' O.D. GREEN 10oz CANV SALV COVER | \$143.00 | 4 | \$572.00 |
| 108 10V 3'X18' RED 10oz VINYL HALL RUNN | \$52.00 | 2 | \$104.00 |
| 109 CHEYENNE NFPA ESCAPEBELT: MULTI 32-42 | \$439.00 | 4 | \$1,756.00 |
| 110 NFPA LADDER / MULTI-USE STRAP | \$145.00 | 4 | \$580.00 |
| 111 BELT ACCESSORY POUCH | \$35.00 | 4 | \$140.00 |
| 112 AXE / TOOL HOLDER BELT ACCESSORY | \$35.00 | 4 | \$140.00 |
| 113 L/XL Tech Rescue Full Body Harness | \$360.00 | 4 | \$1,440.00 |
| 114 2.5NHF X (2) 1.5NHM GATED WYE VALVE | \$339.00 | 2 | \$678.00 |
| 115 1.5" NHFx 1.5" NHM SHUTOFF 1 3/8" WATERWAY | \$275.00 | 5 | \$1,375.00 |
| 116 1.5" NH METRO 1 NOZZLE TIP 200 GPM @75 PSI | \$445.00 | 4 | \$1,780.00 |
| 117 1.5" NH x 7/8" ORIFICE STRAIGHT TIP | \$58.00 | 1 | \$58.00 |
| 118 2.5" NHF x 1 1/8" ORIFICE STRAIGHT NOZZLE TIP | \$165.00 | 2 | \$330.00 |
| 119 2.5" NHF x 2.5" NHM BALL VALVE SHUTOFF | \$399.00 | 2 | \$798.00 |
| 120 1.5" double male | \$22.00 | 2 | \$44.00 |
| 121 1.5" double female | \$29.00 | 2 | \$58.00 |
| 122 2.5" double male | \$25.00 | 2 | \$50.00 |
| 123 2.5" double female | \$34.00 | 2 | \$68.00 |
| 124 4" double female | \$115.00 | 1 | \$115.00 |
| 125 4" double male | \$98.00 | 1 | \$98.00 |
| 126 2.5" to 1.5" reducer | \$22.00 | 1 | \$22.00 |
| 127 4" to 2.5" Reducer | \$88.00 | 1 | \$88.00 |
| 128 2.5" to 4" Increaser F to M | \$78.00 | 2 | \$156.00 |
| 129 2 1/2" Spanner | \$44.00 | 4 | \$176.00 |
| 130 Universal Hydrant Wrench | \$35.00 | 3 | \$105.00 |
| 131 1.5 to 2.5 increaser | \$25.00 | 1 | \$25.00 |
| 132 60" 18# PINCHPOINT STEEL CROWBAR | \$87.00 | 1 | \$87.00 |
| 133 RESCUE RACK | \$223.00 | 1 | \$223.00 |
| 134 1/2" BLU/WHI NE KM3 STATIC KERN ROPE FT 2 - 300' sections | \$2.00 | 600 | \$1,200.00 |
| 135 RECTANGULAR PROSERIES STAINLESS STRETCHER | \$1,025.00 | 1 | \$1,025.00 |
| 136 PATIENT TIE-IN SYSTEM 1-PIECE STRETCHER | \$275.00 | 1 | \$275.00 |
| 137 GOL STEEL SCREW-LOCK D CARABINER | \$42.00 | 6 | \$252.00 |
| 138 PRUSIK SEWN LOOP, GRE 8MM, LONG | \$24.00 | 4 | \$96.00 |
| 139 RED ALUMINUM ANCHOR PLATE | \$79.00 | 1 | \$79.00 |



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Completed: 9/9/2019 02:43 PM

| Placentia Quint Equipment | | | | |
|--|-------------|-----|-------------|--|
| Description | Price | QTY | Subtotal | |
| 140 PROSERIES LIFESAVER VICTIM HARNESS | \$249.00 | 1 | \$249.00 | |
| 141 FERNO MILLENNIA BACKBOARD WITH PINS | \$469.00 | 1 | \$469.00 | |
| 142 HIGH-ANGLE STRETCHER HARNESS - NO CARABINERS | \$169.00 | 1 | \$169.00 | |
| 143 SMA RED LASSEN DUFFEL BAG | \$89.00 | 1 | \$89.00 | |
| 144 MEDIUM BLACK/RED RESPONSE HARNESS, 32-42" WAIST | \$469.00 | 2 | \$938.00 | |
| 145 PROSERIES LOAD RELEASE STRAP | \$79.00 | 2 | \$158.00 | |
| 146 1" GREEN TUBULAR WEBBING 6 - 5' sections | \$0.59 | 30 | \$17.70 | |
| 147 1" YELLOW TUBULAR WEBBING 6 - 12' sections | \$0.59 | 72 | \$42.48 | |
| 148 1" RED TUBULAR WEBBING 6 - 15' sections | \$0.59 | 90 | \$53.10 | |
| 149 PRUSIK SEWN LOOP, RED 8MM, SHRT | \$25.00 | 3 | \$75.00 | |
| 150 PRUSIK SEWN LOOP, GRE 8MM, LONG | \$25.00 | 6 | \$150.00 | |
| 151 RED HEAVY RESCUE ORGANIZER | \$149.00 | 1 | \$149.00 | |
| 152 MPD RESCUE RIGGING KIT | \$3,240.00 | 2 | \$6,480.00 | |
| 153 RAPID RESCUER PFD | \$240.00 | 4 | \$960.00 | |
| 154 ORA FOX 40 WHISTLE | \$14.00 | 4 | \$56.00 | |
| 155 AKUA RESCUE HI-VIS GREEN GEAR AID KNIFE | \$40.00 | 4 | \$160.00 | |
| 156 KPI8 8.2 TON MAXIFORCE AIR LIFTING BAG | \$839.00 | 1 | \$839.00 | |
| 157 KPI17 19 TON MAXIFORCE AIR LIFTING BAG | \$1,049.00 | 1 | \$1,049.00 | |
| 158 KPI32 38 TON MAXIFORCE AIR LIFTING BAG | \$1,449.00 | 1 | \$1,449.00 | |
| 159 MASTER CONTROL KIT G2 | \$3,749.00 | 1 | \$3,749.00 | |
| 160 1" GREEN TUBULAR WEBBING 1 - 300' section | \$0.59 | 300 | \$177.00 | |
| 161 S 788E2 EDRAULIC CUTTER PACKAGE | \$10,800.00 | 1 | \$10,800.00 | |
| 162 SP555E2 EDRAULIC 2 28" SPREADER PACKAGE | \$11,700.00 | 1 | \$11,700.00 | |
| 163 R421E EDRAULIC 2 RAM PACKAGE | \$8,100.00 | 2 | \$16,200.00 | |
| 164 1" DIA X 4' LONG X 2-3/4" HEAD PICKET | \$169.00 | 4 | \$676.00 | |
| 165 36" 6# PINCHPOINT STEEL CROWBAR | \$49.00 | 1 | \$49.00 | |
| 166 HC BOLT CUTTER 36" | \$299.00 | 1 | \$299.00 | |
| 167 DURA CRIB AUTO X CRIB TOOL KIT B WITH CARRYING BAG & CRIB TOTERS | \$3,395.00 | 1 | \$3,395.00 | |
| 168 Four (4) Gas Detector, W/ Calibration Kit | \$1,275.00 | 1 | \$1,275.00 | |
| 169 Husqvarna Cut-off Saw | \$1,750.00 | 1 | \$1,750.00 | |
| 170 Cut-off Blades - Diamond Fire Tiger Tooth | \$239.00 | 3 | \$717.00 | |
| 171 Cut-off Blades -Abrasive | \$39.00 | 2 | \$78.00 | |
| 172 X-Large SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER | \$465.00 | 3 | \$1,395.00 | |



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Quote #1123

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 Completed: 9/9/2019 02:43 PM

| Placentia Quint Equipment | | | | |
|--|------------|------------------------------------|------------|--|
| Description | Price | QTY | Subtotal | |
| 173 Telescoping Water Key | \$155.00 | 1 | \$155.00 | |
| 174 13" Heavy Duty Hammer Tacker | \$79.00 | 1 | \$79.00 | |
| 175 KASK Red SUPER PLASMA HELMET | \$137.00 | 1 | \$137.00 | |
| 176 Rescue - 42 Truck Kit | \$6,350.00 | 1 | \$6,350.00 | |
| 177 Step Chocks, Med Black | \$249.00 | 4 | \$996.00 | |
| 178 TFT Intake Valve - 6" Female x 4" Female | \$1,750.00 | 2 | \$3,500.00 | |
| 179 LED SL-20 Flashlights with Chargers | \$290.00 | 4 | \$1,160.00 | |
| 180 LA Rubbish Hook With "D" Handle 6' | \$135.00 | 2 | \$270.00 | |
| 181 Whelen - Pioneer Life Series Light With Charger | \$1,195.00 | 2 | \$2,390.00 | |
| 182 Kovenex Rapid Response Blanket W HD Bag | \$168.00 | 1 | \$168.00 | |
| 183 Commercial Floor Squeegee W/ Handle | \$91.00 | 2 | \$182.00 | |
| 184 Shovel , Square Point | \$78.00 | 1 | \$78.00 | |
| 185 Plug & Dike, Small | \$48.00 | 1 | \$48.00 | |
| 186 K Tool Complete Kit, Hooks Unlimited | \$212.00 | 1 | \$212.00 | |
| 187 13 Oz Salvage Cover, HD Red 12' x 12' | \$129.00 | 1 | \$129.00 | |
| 188 13 Oz Salvage Cover, HD Yellow 12' x 12' | \$129.00 | 1 | \$129.00 | |
| 189 13 Oz Salvage Cover, HD Green 12' x 12' | \$129.00 | 1 | \$129.00 | |
| 190 Large Area Search Line 200' ,9.5mm Kevlar Knots at 20' & (3) 20' Lateral Lines | \$1,206.00 | 1 | \$1,206.00 | |
| 191 Bullard NXT TIC, 12V Charger & Gear Keeper | \$9,480.00 | 1 | \$9,480.00 | |
| 192 TRUCK MOUNT AND BRACKETING - NON-CUSTOM | \$8,000.00 | 1 | \$8,000.00 | |
| Tax (8.75%): \$19,961.05 | | Service Total: \$248,087.33 | | |

This unit is being serviced at: 15170 Goldenwest Circle, Unit B, Westminster, CA 92683. Thank you for your business!

Quotes are an approximation of charges for the services requested. They are based on the anticipated details of the work to be done. You will be notified of unexpected complications that will cause deviations from the quote. I hereby authorize this repair work to be completed. DEE is not responsible for any delays caused by unavailability of parts from the supplier or shipping issues.

| | |
|--------------------------|---------------------|
| Total Parts | \$228,126.28 |
| Total Labor | \$0.00 |
| Subtotal | \$228,126.28 |
| Taxes | \$19,961.05 |
| Grand Total | \$248,087.33 |
| Paid To Date | (\$0.00) |
| REMAINING BALANCE | \$248,087.33 |

Signature _____



Derotic Emergency Equipment
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Quote #1124

Created: 6/6/2019 01:45 PM
 Completed: 9/9/2019 02:44 PM

Placentia Fire Department

| Placentia Pumper #1 Equipment | | | | |
|-------------------------------|---|------------|-----|------------|
| | Description | Price | QTY | Subtotal |
| 1 | L / Y REGULAR SIZE SOLID VELCRO PUB SAF VEST, | \$28.00 | 10 | \$280.00 |
| 2 | BLACK 6X4" MINI ROPE POUCH | \$19.00 | 4 | \$76.00 |
| 3 | RESCUE NFPA THROWLINE - FT4 - 50' SECTIONS | \$1.25 | 200 | \$250.00 |
| 4 | OFFICERS TOOL KIT | \$102.00 | 1 | \$102.00 |
| 5 | 7X50 MARINE BINOCULAR, BLUE | \$199.00 | 1 | \$199.00 |
| 6 | CHARCOAL, CO ALTAIR 2X SINGLE GAS DETECTOR | \$299.00 | 1 | \$299.00 |
| 7 | 6# PICKHEAD AXE W/ 32" WOOD HNDL 60P32C | \$89.00 | 2 | \$178.00 |
| 8 | 2 LB. POWER DRIVE DEAD BLOW HAMMER WITH SUPER C-GRIP | \$31.00 | 2 | \$62.00 |
| 9 | 1.5NHFX2-1NPSHM FRSTRY WYE VLV | \$274.00 | 1 | \$274.00 |
| 10 | 4X50' CPLD 4NH YEL CONQST POLY DJ HOSE | \$539.00 | 1 | \$539.00 |
| 11 | Conquest 4 X 25 yellow w/ 4 NH M and F rocker | \$406.00 | 2 | \$812.00 |
| 12 | 12C 6'X6' 12oz CANV DEBRIS CARRIER | \$96.00 | 1 | \$96.00 |
| 13 | 2.5 Gal 2A Water Extinguisher | \$154.00 | 1 | \$154.00 |
| 14 | BIGEASY "GLO" LOCKOUT TOOLS DELUXE KIT | \$107.00 | 1 | \$107.00 |
| 15 | 1A20G1 20# ABC FIRE EXT 6-A:60-B:C | \$689.00 | 1 | \$689.00 |
| 16 | MS461 20" RESCUE CHAIN SAW | \$1,374.00 | 1 | \$1,374.00 |
| 17 | 51" 12# PINCHPOINT STEEL CROWBA | \$56.00 | 1 | \$56.00 |
| 18 | MCLEOD TOOL, 48" HANDLE FOREST SERVICE SPEC 5100-353D | \$104.00 | 1 | \$104.00 |
| 19 | P7224 24" WIDE BROOM HEAD WITH BRACKET | \$43.00 | 1 | \$43.00 |
| 20 | 48BMH 48" BROOM/MOP HANDLE | \$22.00 | 1 | \$22.00 |
| 21 | UCC24 24" BOLT CUTTER | \$167.00 | 1 | \$167.00 |
| 22 | BD-10-36 10LB 36" NUPLAGLAS CLASSIC SLEDGE HAMMER WITH CIRCULAR STRIPE GRIP | \$71.00 | 1 | \$71.00 |
| 23 | DROPPER HOSE PACK, 2-100' ROLLS | \$203.00 | 3 | \$609.00 |
| 24 | 1.5x100' CPLD 1.5NH YEL 187SPEC TYPE II SJ HOSE | \$164.00 | 6 | \$984.00 |
| 25 | WILDLAND PROGRESSIVE HOSE PACK, HOLDS 2ea 1.5X100' LENGTHS AND/OR 1" HOSE | \$186.00 | 1 | \$186.00 |
| 26 | 1X100' CPLD 1NPSH YEL187SPEC TYPE II SJ HOSE | \$149.00 | 3 | \$447.00 |
| 27 | 1" NPSH 10-30 GPM DUAL RANGE NOZZLE | \$75.00 | 4 | \$300.00 |
| 28 | ROUND POINT FIRE SHOVEL | \$72.00 | 1 | \$72.00 |
| 29 | WEB GEAR HARNESS NFPA LABELLED | \$167.00 | 5 | \$835.00 |
| 30 | LARGE SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER | \$414.00 | 2 | \$828.00 |
| 31 | HORIZONTAL FIRE SHELTER CASE | \$41.00 | 5 | \$205.00 |
| 32 | HOSE CLAMP & TOOL POUCH | \$52.00 | 5 | \$260.00 |
| 33 | Blowhard Compact PPV Fan | \$3,450.00 | 1 | \$3,450.00 |



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Quote #1124

Created: 6/6/2019 01:45 PM
 Completed: 9/9/2019 02:44 PM

| Placentia Pumper #1 Equipment | | | | |
|-------------------------------|--|----------|-----|------------|
| | Description | Price | QTY | Subtotal |
| 34 | 5/8X50' CPLD .75GHT CB White SJ QUIK DRAW HOSE | \$47.00 | 1 | \$47.00 |
| 35 | 37 1NPSHFRLX.75GHTM ADAPTER | \$22.00 | 1 | \$22.00 |
| 36 | Black #2 ROPE BAG | \$86.00 | 2 | \$172.00 |
| 37 | 36" HOOLIGAN TOOL STD CLAW | \$299.00 | 1 | \$299.00 |
| 38 | 32" 6# POLISHED FLATHEAD FIREFIGHTER AXE WITH WOOD HANDLE | \$279.00 | 1 | \$279.00 |
| 39 | 2.5" 45 deg elbow | \$210.00 | 1 | \$210.00 |
| 40 | In-Line Gauge 2.5" | \$175.00 | 1 | \$175.00 |
| 41 | 3"X1000' 4MIL BARRICADE TAPE, BLACK LETTERING ON YELLOW BACKGROUND READING: FIRE LINE DO NOT CROSS | \$25.00 | 1 | \$25.00 |
| 42 | 30-MINUTE RED FUSEE, NO SPIKE OR STAND, 36 PER | \$126.00 | 1 | \$126.00 |
| 43 | HEAVY DUTY FLARE STORAGE BAG FOR UP TO 30-MIN FLARE | \$28.00 | 1 | \$28.00 |
| 44 | FIREFIGHTERS SHUT-OFF CLAMP FOR SINGLE-JACKET SYNTHETIC AND CANVAS HOSE UP TO 1-3/4" DIAMETER | \$213.00 | 2 | \$426.00 |
| 45 | 4" HOSE CLAMP | \$498.00 | 1 | \$498.00 |
| 46 | 4"-5" RBM | \$72.00 | 1 | \$72.00 |
| 47 | 18" CAST ALUMINUM PIPEWRENCH | \$64.00 | 2 | \$128.00 |
| 48 | 1.75X50' CPLD 1.5NH YEL DURAPAK DJ NYL HOSE | \$192.00 | 4 | \$768.00 |
| 49 | 2 - black hose straps with Velcro and metal ring | \$34.00 | 2 | \$68.00 |
| 50 | 1.75X50' CPLD 1.5NH GREEN PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 4 | \$1,196.00 |
| 51 | 1.75X50' CPLD 1.5NH BLUE PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 4 | \$1,196.00 |
| 52 | 1.75X50' CPLD 1.5NH YELLOW PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 10 | \$2,990.00 |
| 53 | 2.5X50' CPLD 2.5NH GREEN PONN GLADIATOR POLY DJ ATTACK HOSE | \$355.00 | 20 | \$7,100.00 |
| 54 | 4X100' CPLD 4NH YEL TDU DJ NYL HOSE | \$948.00 | 10 | \$9,480.00 |
| 55 | 1.5x100' CPLD 1.5NH YEL 187SPEC TYPE II SJ HOSE | \$164.00 | 1 | \$164.00 |
| 56 | 1.5NHFX1.5NHMX1NPSHM INLINE TVALVE | \$106.00 | 4 | \$424.00 |
| 57 | DURAPAK DJ NYL HOSE | \$279.00 | 4 | \$1,116.00 |
| 58 | Clipboard | \$29.00 | 1 | \$29.00 |
| 59 | ERG Guide | \$18.00 | 1 | \$18.00 |
| 60 | Niosh Guide | \$38.00 | 1 | \$38.00 |
| 61 | Firescope Guide | \$17.00 | 1 | \$17.00 |
| 62 | Shut-Gun - Sprinkler Tool | \$75.00 | 1 | \$75.00 |
| 63 | 02 Cylinders | \$89.00 | 2 | \$178.00 |
| 64 | Trauma Bag - Curalex Med - E PAK III | \$189.00 | 1 | \$189.00 |
| 65 | Airway Bag - Curaplex Advanced 02 Bag | \$599.00 | 1 | \$599.00 |
| 66 | C-Spine Bag / Equipment | \$79.00 | 1 | \$79.00 |
| 67 | Sager Splint | \$370.00 | 1 | \$370.00 |
| 68 | KED Splint | \$173.00 | 1 | \$173.00 |



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Quote #1124

Created: 6/6/2019 01:45 PM
Completed: 9/9/2019 02:44 PM

| Placentia Pumper #1 Equipment | | | | |
|-------------------------------|---|------------|-----|-------------|
| | Description | Price | QTY | Subtotal |
| 69 | Suction Unit S-Scort-3 with Red Vinyl Case | \$668.00 | 1 | \$668.00 |
| 70 | Mega Mover Select - White | \$34.00 | 1 | \$34.00 |
| 71 | Pediatric Sager S-300 | \$435.00 | 1 | \$435.00 |
| 72 | OB Kit | \$24.00 | 1 | \$24.00 |
| 73 | Pedi - Board | \$175.00 | 1 | \$175.00 |
| 74 | Hi-Rise Bag | \$17.00 | 1 | \$17.00 |
| 75 | Razor Knife | \$26.00 | 2 | \$52.00 |
| 76 | Spare Razors | \$6.00 | 2 | \$12.00 |
| 77 | Crescent Wrench Set | \$30.00 | 1 | \$30.00 |
| 78 | Screw Driver Set | \$32.00 | 1 | \$32.00 |
| 79 | Tape Measure - 25' | \$23.00 | 1 | \$23.00 |
| 80 | Allen Wrench Set - Metric | \$32.00 | 1 | \$32.00 |
| 81 | Allen Wrench Set - Standard | \$32.00 | 1 | \$32.00 |
| 82 | Channel Locks | \$35.00 | 1 | \$35.00 |
| 83 | Pliers - 6.75 | \$17.00 | 1 | \$17.00 |
| 84 | Claw Hammer | \$32.00 | 1 | \$32.00 |
| 85 | Hacksaw - 12" | \$20.00 | 1 | \$20.00 |
| 86 | Spare Hacksaw Blades | \$13.00 | 1 | \$13.00 |
| 87 | Wonder Bar | \$55.00 | 1 | \$55.00 |
| 88 | Craftsman 108 Pc Tool Set | \$143.00 | 1 | \$143.00 |
| 89 | Needle Nose Pliers - 5.50" | \$17.00 | 1 | \$17.00 |
| 90 | Dikes - 7" | \$34.00 | 1 | \$34.00 |
| 91 | Vice Grip Set - 3 Pc | \$59.00 | 1 | \$59.00 |
| 92 | Duct Tape | \$8.00 | 1 | \$8.00 |
| 93 | Reducer - 4.00" to 2.50" | \$65.00 | 1 | \$65.00 |
| 94 | Cooler - RTIC | \$234.00 | 1 | \$234.00 |
| 95 | Lathe - 5/16" x 1.50" x 4' - 50 Pack | \$32.00 | 1 | \$32.00 |
| 96 | Visqueen - 10' x 100' | \$77.00 | 1 | \$77.00 |
| 97 | Extension Cord - 50' 12/3 HD | \$95.00 | 2 | \$190.00 |
| 98 | Extension Cord - Pig Tails - House to Twist | \$34.00 | 4 | \$136.00 |
| 99 | Sawzall Milwaukee Corded 3/4 HP W/ Bi-Metal & Wood Blade Kit | \$167.00 | 1 | \$167.00 |
| 100 | Bottle Jack | \$196.00 | 1 | \$196.00 |
| 101 | Ballistic Helmets | \$429.00 | 4 | \$1,716.00 |
| 102 | Ballistic Vests | \$593.00 | 4 | \$2,372.00 |
| 103 | SCOTT X3 PRO 4.5 CGA SCBA, NFPA 1981 | \$6,350.00 | 4 | \$25,400.00 |



Derotic Emergency Equipment
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 El Dorado Hills, California 95762
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 info@deroticllc.com
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Quote #1124

Created: 6/6/2019 01:45 PM
 Completed: 9/9/2019 02:44 PM

| Placentia Pumper #1 Equipment | | | | |
|--|------------|-----|------------|--|
| Description | Price | QTY | Subtotal | |
| 104 UPGRADE REGULATOR WITH QUICK-DISCONNECT | \$210.00 | 4 | \$840.00 | |
| 105 SCOTT AV3000 HT MASK WITH DUAL ACOUSTIC AMPLIFIERS, NFPA 1981 2013 ED | \$329.00 | 4 | \$1,316.00 | |
| 106 SCOTT 45 MIN. CARBON CYLINDER W/CGA VALVE | \$1,105.00 | 8 | \$8,840.00 | |
| 107 UPGRADE SCBA WITH BUDDY BREATHING CONNECTIONS | \$545.00 | 4 | \$2,180.00 | |
| 108 2.5NHF X (2) 1.5NHM GATED WYE VALVE | \$339.00 | 2 | \$678.00 | |
| 109 1.5" NHFx 1.5" NHM SHUTOFF 1 3/8" WATERWAY | \$275.00 | 6 | \$1,650.00 | |
| 110 1.5" NH METRO 1 NOZZLE TIP 200 GPM @ 75 PSI | \$445.00 | 5 | \$2,225.00 | |
| 111 1.5" NH x 7/8" ORIFICE STRAIGHT TIP | \$58.00 | 1 | \$58.00 | |
| 112 2.5" NHF x 1 1/8" ORIFICE STRAIGHT NOZZLE TIP | \$165.00 | 3 | \$495.00 | |
| 113 2.5" NHF x 2.5" NHM BALL VALVE SHUTOFF | \$399.00 | 3 | \$1,197.00 | |
| 114 1" NH ULTIMATIC NOZZLE 10-125 GPM | \$625.00 | 1 | \$625.00 | |
| 115 1.5" double male | \$22.00 | 2 | \$44.00 | |
| 116 1.5" double female | \$29.00 | 2 | \$58.00 | |
| 117 2.5" double male | \$25.00 | 2 | \$50.00 | |
| 118 2.5" double female | \$34.00 | 2 | \$68.00 | |
| 119 4" double female | \$115.00 | 1 | \$115.00 | |
| 120 4" double male | \$98.00 | 1 | \$98.00 | |
| 121 2.5" to 1.5" reducer | \$22.00 | 2 | \$44.00 | |
| 122 1.5" to 1" reducer | \$19.00 | 2 | \$38.00 | |
| 123 1" to 1.5" Increaser F to M | \$19.00 | 2 | \$38.00 | |
| 124 4" to 2.5" Reducer | \$88.00 | 2 | \$176.00 | |
| 125 2.5" to 4" Increaser F to M | \$78.00 | 2 | \$156.00 | |
| 126 2 1/2" Akron Universal Spanner | \$44.00 | 4 | \$176.00 | |
| 127 Universal Hydrant Wrench | \$35.00 | 3 | \$105.00 | |
| 128 1.5 to 2.5 increaser | \$25.00 | 1 | \$25.00 | |
| 129 1.75X50' CPLD 1.5NH RED PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 8 | \$2,392.00 | |
| 130 Mounting & Bracketing Non Custom | \$6,500.00 | 1 | \$6,500.00 | |
| 131 6" Rocker Lug Strainer, Chrome | \$475.00 | 1 | \$475.00 | |
| 132 Honda Generator with LED Spectra Light | \$2,663.00 | 1 | \$2,663.00 | |
| 133 TFT - Intake Valve - 6' Female x 4" Female | \$1,750.00 | 2 | \$3,500.00 | |
| 134 TFT Blitz Fire | \$3,900.00 | 1 | \$3,900.00 | |
| 135 Husquavarna - Cut-off Saw Note: Husquavarna Chain Saw 18" Bar 3/8 pitch | \$1,750.00 | 1 | \$1,750.00 | |
| 136 Blades - Diamond Fire Tiger Tooth | \$239.00 | 3 | \$717.00 | |
| 137 Blades - Cement | \$39.00 | 2 | \$78.00 | |
| 138 X-LARGE SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER | \$465.00 | 3 | \$1,395.00 | |



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| Description | Price | QTY | Subtotal |
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| 140 Telescoping Water Key | \$155.00 | 1 | \$155.00 |
| 141 Heavy Duty Manual Hammer Tacker | \$79.00 | 1 | \$79.00 |
| 142 Whelen - Pioneer Life Series With Charger | \$1,195.00 | 1 | \$1,195.00 |
| 143 LED - SL20 - Flashlights | \$290.00 | 4 | \$1,160.00 |
| 144 Hurst Combi Tool, 2 Spare batteries 110V charger | \$12,960.00 | 1 | \$12,960.00 |
| 145 Step Chocks, Med Black | \$249.00 | 2 | \$498.00 |
| 146 Bullard NXT TIC, 12V Charger & Gear Keeper | \$9,480.00 | 1 | \$9,480.00 |
| 147 Commercial Floor Squeegee W/ Handle | \$91.00 | 1 | \$91.00 |
| 148 YEL/ BLUE RESCUE MESH DUFFEL BAG Part #: 440742 CMC | \$72.00 | 1 | \$72.00 |
| 149 KASK YELLOW SUPER PLASMA HELMET | \$137.00 | 3 | \$411.00 |
| 150 KASK Red SUPER PLASMA HELMET | \$137.00 | 1 | \$137.00 |
| 151 RAPID RESCUER PFD | \$240.00 | 4 | \$960.00 |
| 152 ORA FOX Whistle | \$10.00 | 4 | \$40.00 |
| 153 AQUA Rescue Hi Vis Knife | \$37.00 | 4 | \$148.00 |
| 154 1/2" Black KM3 STATIC KERN ROPE FT | \$1.25 | 150 | \$187.50 |
| Tax (8.75%): \$12,932.19 | | Service Total: \$160,728.69 | |

This unit is being serviced at: 15170 Goldenwest Circle, Unit B, Westminster, CA 92683. Thank you for your business!

Quotes are an approximation of charges for the services requested. They are based on the anticipated details of the work to be done. You will be notified of unexpected complications that will cause deviations from the quote. I hereby authorize this repair work to be completed. DEE is not responsible for any delays caused by unavailability of parts from the supplier or shipping issues.

| | |
|--------------------------|---------------------|
| Total Parts | \$147,796.50 |
| Total Labor | \$0.00 |
| Subtotal | \$147,796.50 |
| Taxes | \$12,932.19 |
| Grand Total | \$160,728.69 |
| Paid To Date | (\$0.00) |
| REMAINING BALANCE | \$160,728.69 |

Signature _____



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Quote #1161

Created: 8/15/2019 12:02 PM
 Completed: 9/9/2019 02:52 PM

Placentia Fire Department

| Placentia Pumper #2 Equipment | | | | |
|-------------------------------|---|------------|-----|------------|
| | Description | Price | QTY | Subtotal |
| 1 | L / Y REGULAR SIZE SOLID VELCRO PUB SAF VEST, | \$28.00 | 10 | \$280.00 |
| 2 | BLACK 6X4" MINI ROPE POUCH | \$19.00 | 4 | \$76.00 |
| 3 | RESCUE NFPA THROWLINE - FT4 - 50' SECTIONS | \$1.25 | 200 | \$250.00 |
| 4 | OFFICERS TOOL KIT | \$102.00 | 1 | \$102.00 |
| 5 | 7X50 MARINE BINOCULAR, BLUE | \$199.00 | 1 | \$199.00 |
| 6 | CHARCOAL, CO ALTAIR 2X SINGLE GAS DETECTOR | \$299.00 | 1 | \$299.00 |
| 7 | 6# PICKHEAD AXE W/ 32" WOOD HNDL 60P32C | \$89.00 | 2 | \$178.00 |
| 8 | 2 LB. POWER DRIVE DEAD BLOW HAMMER WITH SUPER C-GRIP | \$31.00 | 2 | \$62.00 |
| 9 | 1.5NHFX2-1NPSHM FRSTRY WYE VLV | \$274.00 | 1 | \$274.00 |
| 10 | 4X50' CPLD 4NH YEL CONQST POLY DJ HOSE | \$539.00 | 1 | \$539.00 |
| 11 | Conquest 4 X 25 yellow w/ 4 NH M and F rocker | \$406.00 | 2 | \$812.00 |
| 12 | 12C 6'X6' 12oz CANV DEBRIS CARRIER | \$96.00 | 1 | \$96.00 |
| 13 | 2.5 Gal 2A Water Extinguisher | \$154.00 | 1 | \$154.00 |
| 14 | BIGEASY "GLO" LOCKOUT TOOLS DELUXE KIT | \$107.00 | 1 | \$107.00 |
| 15 | 1A20G1 20# ABC FIRE EXT 6-A:60-B:C | \$689.00 | 1 | \$689.00 |
| 16 | MS461 20" RESCUE CHAIN SAW | \$1,374.00 | 1 | \$1,374.00 |
| 17 | 51" 12# PINCHPOINT STEEL CROWBA | \$56.00 | 1 | \$56.00 |
| 18 | MCLEOD TOOL, 48" HANDLE FOREST SERVICE SPEC 5100-353D | \$104.00 | 1 | \$104.00 |
| 19 | P7224 24" WIDE BROOM HEAD WITH BRACKET | \$43.00 | 1 | \$43.00 |
| 20 | 48BMH 48" BROOM/MOP HANDLE | \$22.00 | 1 | \$22.00 |
| 21 | UCC24 24" BOLT CUTTER | \$167.00 | 1 | \$167.00 |
| 22 | BD-10-36 10LB 36" NUPLAGLAS CLASSIC SLEDGE HAMMER WITH CIRCULAR STRIPE GRIP | \$71.00 | 1 | \$71.00 |
| 23 | DROPPER HOSE PACK, 2-100' ROLLS | \$203.00 | 3 | \$609.00 |
| 24 | 1.5x100' CPLD 1.5NH YEL 187SPEC TYPE II SJ HOSE | \$164.00 | 6 | \$984.00 |
| 25 | WILDLAND PROGRESSIVE HOSE PACK, HOLDS 2ea 1.5X100' LENGTHS AND/OR 1" HOSE | \$186.00 | 1 | \$186.00 |
| 26 | 1X100' CPLD 1NPSH YEL187SPEC TYPE II SJ HOSE | \$149.00 | 3 | \$447.00 |
| 27 | 1" NPSH 10-30 GPM DUAL RANGE NOZZLE | \$75.00 | 4 | \$300.00 |
| 28 | ROUND POINT FIRE SHOVEL | \$72.00 | 1 | \$72.00 |
| 29 | WEB GEAR HARNESS NFPA LABELLED | \$167.00 | 5 | \$835.00 |
| 30 | LARGE SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER | \$414.00 | 2 | \$828.00 |
| 31 | HORIZONTAL FIRE SHELTER CASE | \$41.00 | 5 | \$205.00 |
| 32 | HOSE CLAMP & TOOL POUCH | \$52.00 | 5 | \$260.00 |
| 33 | Blowhard Compact PPV Fan | \$3,450.00 | 1 | \$3,450.00 |



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Completed: 9/9/2019 02:52 PM

| Placentia Pumper #2 Equipment | | | | |
|-------------------------------|--|----------|-----|------------|
| | Description | Price | QTY | Subtotal |
| 34 | 5/8X50' CPLD .75GHT CB White SJ QUIK DRAW HOSE | \$47.00 | 1 | \$47.00 |
| 35 | 37 1NPSHFRLX.75GHTM ADAPTER | \$22.00 | 1 | \$22.00 |
| 36 | Black #2 ROPE BAG | \$86.00 | 2 | \$172.00 |
| 37 | 36" HOOLIGAN TOOL STD CLAW | \$299.00 | 1 | \$299.00 |
| 38 | 32" 6# POLISHED FLATHEAD FIREFIGHTER AXE WITH WOOD HANDLE | \$279.00 | 1 | \$279.00 |
| 39 | 2.5" 45 deg elbow | \$210.00 | 1 | \$210.00 |
| 40 | In-Line Gauge 2.5" | \$175.00 | 1 | \$175.00 |
| 41 | 3"X1000' 4MIL BARRICADE TAPE, BLACK LETTERING ON YELLOW BACKGROUND READING: FIRE LINE DO NOT CROSS | \$25.00 | 1 | \$25.00 |
| 42 | 30-MINUTE RED FUSEE, NO SPIKE OR STAND, 36 PER | \$126.00 | 1 | \$126.00 |
| 43 | HEAVY DUTY FLARE STORAGE BAG FOR UP TO 30-MIN FLARE | \$28.00 | 1 | \$28.00 |
| 44 | FIREFIGHTERS SHUT-OFF CLAMP FOR SINGLE-JACKET SYNTHETIC AND CANVAS HOSE UP TO 1-3/4" DIAMETER | \$213.00 | 2 | \$426.00 |
| 45 | 4" HOSE CLAMP | \$498.00 | 1 | \$498.00 |
| 46 | 4"-5" RBM | \$72.00 | 1 | \$72.00 |
| 47 | 18" CAST ALUMINUM PIPEWRENCH | \$64.00 | 2 | \$128.00 |
| 48 | 1.75X50' CPLD 1.5NH YEL DURAPAK DJ NYL HOSE | \$192.00 | 4 | \$768.00 |
| 49 | 2 - black hose straps with Velcro and metal ring | \$34.00 | 2 | \$68.00 |
| 50 | 1.75X50' CPLD 1.5NH GREEN PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 4 | \$1,196.00 |
| 51 | 1.75X50' CPLD 1.5NH BLUE PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 4 | \$1,196.00 |
| 52 | 1.75X50' CPLD 1.5NH YELLOW PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 10 | \$2,990.00 |
| 53 | 2.5X50' CPLD 2.5NH GREEN PONN GLADIATOR POLY DJ ATTACK HOSE | \$355.00 | 20 | \$7,100.00 |
| 54 | 4X100' CPLD 4NH YEL TDU DJ NYL HOSE | \$948.00 | 10 | \$9,480.00 |
| 55 | 1.5x100' CPLD 1.5NH YEL 187SPEC TYPE II SJ HOSE | \$164.00 | 1 | \$164.00 |
| 56 | 1.5NHFX1.5NHMX1NPSHM INLINE TVALVE | \$106.00 | 4 | \$424.00 |
| 57 | DURAPAK DJ NYL HOSE | \$279.00 | 4 | \$1,116.00 |
| 58 | Clipboard | \$29.00 | 1 | \$29.00 |
| 59 | ERG Guide | \$18.00 | 1 | \$18.00 |
| 60 | Niosh Guide | \$38.00 | 1 | \$38.00 |
| 61 | Firescope Guide | \$17.00 | 1 | \$17.00 |
| 62 | Shut-Gun - Sprinkler Tool | \$75.00 | 1 | \$75.00 |
| 63 | O2 Cylinders | \$89.00 | 2 | \$178.00 |
| 64 | Trauma Bag - Curalex Med - E PAK III | \$189.00 | 1 | \$189.00 |
| 65 | Airway Bag - Curaplex Advanced O2 Bag | \$599.00 | 1 | \$599.00 |
| 66 | C-Spine Bag / Equipment | \$79.00 | 1 | \$79.00 |
| 67 | Sager Splint | \$370.00 | 1 | \$370.00 |
| 68 | KED Splint | \$173.00 | 1 | \$173.00 |



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Completed: 9/9/2019 02:52 PM

| Placentia Pumper #2 Equipment | | | | |
|-------------------------------|---|------------|-----|-------------|
| | Description | Price | QTY | Subtotal |
| 69 | Suction Unit S-Scort-3 with Red Vinyl Case | \$668.00 | 1 | \$668.00 |
| 70 | Mega Mover Select - White | \$34.00 | 1 | \$34.00 |
| 71 | Pediatric Sager S-300 | \$435.00 | 1 | \$435.00 |
| 72 | OB Kit | \$24.00 | 1 | \$24.00 |
| 73 | Pedi - Board | \$175.00 | 1 | \$175.00 |
| 74 | Hi-Rise Bag | \$17.00 | 1 | \$17.00 |
| 75 | Razor Knife | \$26.00 | 2 | \$52.00 |
| 76 | Spare Razors | \$6.00 | 2 | \$12.00 |
| 77 | Crescent Wrench Set | \$30.00 | 1 | \$30.00 |
| 78 | Screw Driver Set | \$32.00 | 1 | \$32.00 |
| 79 | Tape Measure - 25' | \$23.00 | 1 | \$23.00 |
| 80 | Allen Wrench Set - Metric | \$32.00 | 1 | \$32.00 |
| 81 | Allen Wrench Set - Standard | \$32.00 | 1 | \$32.00 |
| 82 | Channel Locks | \$35.00 | 1 | \$35.00 |
| 83 | Pliers - 6.75 | \$17.00 | 1 | \$17.00 |
| 84 | Claw Hammer | \$32.00 | 1 | \$32.00 |
| 85 | Hacksaw - 12" | \$20.00 | 1 | \$20.00 |
| 86 | Spare Hacksaw Blades | \$13.00 | 1 | \$13.00 |
| 87 | Wonder Bar | \$55.00 | 1 | \$55.00 |
| 88 | Craftsman 108 Pc Tool Set | \$143.00 | 1 | \$143.00 |
| 89 | Needle Nose Pliers - 5.50" | \$17.00 | 1 | \$17.00 |
| 90 | Dikes - 7" | \$34.00 | 1 | \$34.00 |
| 91 | Vice Grip Set - 3 Pc | \$59.00 | 1 | \$59.00 |
| 92 | Duct Tape | \$8.00 | 1 | \$8.00 |
| 93 | Reducer - 4.00" to 2.50" | \$65.00 | 1 | \$65.00 |
| 94 | Cooler - RTIC | \$234.00 | 1 | \$234.00 |
| 95 | Lathe - 5/16" x 1.50" x 4' - 50 Pack | \$32.00 | 1 | \$32.00 |
| 96 | Visqueen - 10' x 100' | \$77.00 | 1 | \$77.00 |
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 Completed: 9/9/2019 02:52 PM

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Quote #1161

Created: 8/15/2019 12:02 PM
 Completed: 9/9/2019 02:52 PM

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| 144 Hurst Combi Tool, 2 Spare batteries 110V charger | \$12,960.00 | 1 | \$12,960.00 | |
| 145 Step Chocks, Med Black | \$249.00 | 2 | \$498.00 | |
| 146 Bullard NXT TIC, 12V Charger & Gear Keeper | \$9,480.00 | 1 | \$9,480.00 | |
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| Tax (8.75%): \$12,932.19 | | Service Total: \$160,728.69 | | |

This unit is being serviced at: 15170 Goldenwest Circle, Unit B, Westminster, CA 92683. Thank you for your business!

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| | |
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| Total Parts | \$147,796.50 |
| Total Labor | \$0.00 |
| Subtotal | \$147,796.50 |
| Taxes | \$12,932.19 |
| Grand Total | \$160,728.69 |
| Paid To Date | (\$0.00) |
| REMAINING BALANCE | \$160,728.69 |

Signature _____



Derotic Emergency Equipment
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Quote #1125

Created: 6/6/2019 01:30 PM
 Completed: 9/9/2019 02:57 PM

Placentia Fire Department

| Placentia Type-6 Equipment | | | | |
|----------------------------|---|----------|-----|------------|
| | Description | Price | QTY | Subtotal |
| 1 | L / Y REGULAR SIZE SOLID VELCRO PUB SAF VEST, | \$28.00 | 4 | \$112.00 |
| 2 | BLACK 6X4" MINI ROPE POUCH | \$19.00 | 2 | \$38.00 |
| 3 | RESCUE NFPA THROWLINE - FT4 - 50' SECTIONS | \$1.25 | 100 | \$125.00 |
| 4 | 7X50 MARINE BINOCULAR, BLUE | \$199.00 | 1 | \$199.00 |
| 5 | CHARCOAL, CO ALTAIR 2X SINGLE GAS DETECTOR | \$299.00 | 1 | \$299.00 |
| 6 | 6# PICKHEAD AXE W/ 32" WOOD HNDL 60P32C | \$89.00 | 1 | \$89.00 |
| 7 | 1.5NHFX2-1NPSHM FRSTRY WYE VLV | \$269.00 | 1 | \$269.00 |
| 8 | 2.5 Gal 2A Water Extinguisher | \$154.00 | 1 | \$154.00 |
| 9 | BIGEASY "GLO" LOCKOUT TOOLS DELUXE KIT | \$107.00 | 1 | \$107.00 |
| 10 | 1A20G1 20# ABC FIRE EXT 6-A:60-B:C | \$689.00 | 1 | \$689.00 |
| 11 | 51" 12# PINCHPOINT STEEL CROWBA | \$56.00 | 1 | \$56.00 |
| 12 | MCLEOD TOOL, 48" HANDLE FOREST SERVICE SPEC 5100-353D | \$104.00 | 1 | \$104.00 |
| 13 | UCC24 24" BOLT CUTTER | \$167.00 | 1 | \$167.00 |
| 14 | BD-10-36 10LB 36" NUPLAGLAS CLASSIC SLEDGE HAMMER WITH CIRCULAR STRIPE GRIP | \$71.00 | 1 | \$71.00 |
| 15 | DROPPER HOSE PACK, 2-100' ROLLS | \$203.00 | 2 | \$406.00 |
| 16 | 1.5x100' CPLD 1.5NH YEL 187SPEC TYPE II SJ HOSE | \$164.00 | 4 | \$656.00 |
| 17 | 1X100' CPLD 1NPSH YEL187SPEC TYPE II SJ HOSE | \$149.00 | 2 | \$298.00 |
| 18 | 1NPSH SWIVEL BALL SHUT-OFF VALVE | \$120.00 | 3 | \$360.00 |
| 19 | 1" NPSH 10-30 GPM DUAL RANGE NOZZLE | \$75.00 | 3 | \$225.00 |
| 20 | ROUND POINT FIRE SHOVEL | \$72.00 | 1 | \$72.00 |
| 21 | WEB GEAR HARNESS NFPA LABELLED | \$167.00 | 4 | \$668.00 |
| 22 | LARGE SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER | \$414.00 | 4 | \$1,656.00 |
| 23 | HORIZONTAL FIRE SHELTER CASE | \$41.00 | 4 | \$164.00 |
| 24 | HOSE CLAMP & TOOL POUCH | \$52.00 | 4 | \$208.00 |
| 25 | 36" HOOLIGAN TOOL STD CLAW | \$299.00 | 1 | \$299.00 |
| 26 | 32" 6# POLISHED FLATHEAD FIREFIGHTER AXE WITH WOOD HANDLE | \$279.00 | 1 | \$279.00 |
| 27 | 3"X1000' 4MIL BARRICADE TAPE, BLACK LETTERING ON YELLOW BACKGROUND READING: CAUTION CAUTION CAUTION | \$24.00 | 1 | \$24.00 |
| 28 | 30-MINUTE RED FUSEE, NO SPIKE OR STAND, 36 PER | \$122.00 | 1 | \$122.00 |
| 29 | HEAVY DUTY FLARE STORAGE BAG FOR UP TO 30-MIN FLARE | \$28.00 | 1 | \$28.00 |
| 30 | FIREFIGHTERS SHUT-OFF CLAMP FOR SINGLE-JACKET SYNTHETIC AND CANVAS HOSE UP TO 1-3/4" DIAMETER | \$213.00 | 4 | \$852.00 |
| 31 | SP500 5GAL FEDCO SMOKECHASER PUMP WITH COLLAPSIBLE NYLON PRO DUAL BAG TANK | \$246.00 | 1 | \$246.00 |



Derotic Emergency Equipment
 3941 Park Drive #20-193
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 (844) 433-7684
 info@deroticllc.com
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Quote #1125

Created: 6/6/2019 01:30 PM
 Completed: 9/9/2019 02:57 PM

| Placentia Type-6 Equipment | | | | |
|-----------------------------------|---|--------------|------------|-----------------|
| | Description | Price | QTY | Subtotal |
| 32 | 18" CAST ALUMINUM PIPEWRENCH | \$64.00 | 1 | \$64.00 |
| 33 | 1.5x100' CPLD 1.5NH YEL 187SPEC TYPE II SJ HOSE | \$164.00 | 1 | \$164.00 |
| 34 | 1.5NHFX1.5NHMX1NPSHM INLINE TVALVE | \$106.00 | 2 | \$212.00 |
| 35 | Clipboard | \$29.00 | 1 | \$29.00 |
| 36 | ERG Guide | \$18.00 | 1 | \$18.00 |
| 37 | Niosh Guide | \$38.00 | 1 | \$38.00 |
| 38 | Firescope Guide | \$17.00 | 1 | \$17.00 |
| 39 | Shut-Gun - Sprinkler Tool | \$75.00 | 1 | \$75.00 |
| 40 | 02 Cylinders | \$89.00 | 2 | \$178.00 |
| 41 | Trauma Bag - Curaplex Med - E PAK II | \$189.00 | 1 | \$189.00 |
| 42 | Airway Bag - Curaplex Advanced 02 Bag | \$599.00 | 1 | \$599.00 |
| 43 | C-Spine Bag / Equipment | \$79.00 | 1 | \$79.00 |
| 44 | Sager Splint | \$370.00 | 1 | \$370.00 |
| 45 | KED Splint | \$173.00 | 1 | \$173.00 |
| 46 | Suction Unit S-Scort-3 with Red Vinyl Case | \$668.00 | 1 | \$668.00 |
| 47 | Mega Mover Select - White | \$34.00 | 1 | \$34.00 |
| 48 | Pediatric Sager S-300 | \$435.00 | 1 | \$435.00 |
| 49 | OB Kit | \$24.00 | 1 | \$24.00 |
| 50 | Pedi - Board | \$175.00 | 1 | \$175.00 |
| 51 | Razor Knife | \$26.00 | 2 | \$52.00 |
| 52 | Spare Razors | \$6.00 | 2 | \$12.00 |
| 53 | Crescent Wrench Set | \$30.00 | 1 | \$30.00 |
| 54 | Screw Driver Set | \$32.00 | 1 | \$32.00 |
| 55 | Tape Measure - 25' | \$23.00 | 1 | \$23.00 |
| 56 | Allen Wrench Set - Metric | \$32.00 | 1 | \$32.00 |
| 57 | Allen Wrench Set - Standard | \$32.00 | 1 | \$32.00 |
| 58 | Channel Locks | \$35.00 | 1 | \$35.00 |
| 59 | Pliers - 6.75 | \$17.00 | 1 | \$17.00 |
| 60 | Claw Hammer | \$32.00 | 1 | \$32.00 |
| 61 | Hacksaw - 12" | \$20.00 | 1 | \$20.00 |
| 62 | Spare Hacksaw Blades | \$13.00 | 1 | \$13.00 |
| 63 | Wonder Bar | \$55.00 | 1 | \$55.00 |
| 64 | Craftsman 108 Pc Tool Set | \$143.00 | 1 | \$143.00 |
| 65 | Needle Nose Pliers - 5.50" | \$17.00 | 1 | \$17.00 |
| 66 | Dikes - 7" | \$34.00 | 1 | \$34.00 |
| 67 | Vice Grip Set - 3 Pc | \$59.00 | 1 | \$59.00 |



Derotic Emergency Equipment
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Quote #1125

Created: 6/6/2019 01:30 PM
 Completed: 9/9/2019 02:57 PM

| Placentia Type-6 Equipment | | | | |
|----------------------------|---|------------|-----|-------------|
| | Description | Price | QTY | Subtotal |
| 68 | Duct Tape | \$8.00 | 1 | \$8.00 |
| 69 | Cooler - RTIC | \$225.00 | 1 | \$225.00 |
| 70 | Extension Cord - 50' 12/3 HD | \$95.00 | 1 | \$95.00 |
| 71 | Extension Cord - Pig Tails - House to Twist | \$34.00 | 2 | \$68.00 |
| 72 | Ballistic Helmets | \$429.00 | 2 | \$858.00 |
| 73 | Ballistic Vests | \$593.00 | 2 | \$1,186.00 |
| 74 | SCOTT X3 PRO 4.5 CGA SCBA, NFPA 1981 | \$6,350.00 | 2 | \$12,700.00 |
| 75 | UPGRADE REGULATOR WITH QUICK-DISCONNECT | \$210.00 | 2 | \$420.00 |
| 76 | SCOTT AV3000 HT MASK WITH DUAL ACOUSTIC AMPLIFIERS, NFPA 1981 2013 ED | \$329.00 | 2 | \$658.00 |
| 77 | SCOTT 45 MIN. CARBON CYLINDER W/CGA VALVE | \$1,105.00 | 4 | \$4,420.00 |
| 78 | UPGRADE SCBA WITH BUDDY BREATHER CONNECTIONS | \$545.00 | 2 | \$1,090.00 |
| 79 | 1.5" NHFx 1.5" NHM SHUTOFF 1 3/8" WATERWAY | \$275.00 | 1 | \$275.00 |
| 80 | 1.5" NH METRO 1 NOZZLE TIP W/200 GPM @ 75PSI | \$445.00 | 1 | \$445.00 |
| 81 | 1.5" double male | \$22.00 | 2 | \$44.00 |
| 82 | 1.5" double female | \$29.00 | 2 | \$58.00 |
| 83 | 2.5" to 1.5" reducer | \$22.00 | 2 | \$44.00 |
| 84 | 2 1/2" Universal Spanner | \$44.00 | 2 | \$88.00 |
| 85 | Universal Hydrant Wrench | \$35.00 | 1 | \$35.00 |
| 86 | 1.75X50' CPLD 1.5NH RED PONN GLADIATOR POLY DJ ATTACK HOSE | \$299.00 | 4 | \$1,196.00 |
| 87 | 1" NH ULTIMATIC NOZZLE 10-125 GPM | \$625.00 | 1 | \$625.00 |
| 88 | EU2000 Honda Generator FRC Spectra lamp head | \$2,663.00 | 1 | \$2,663.00 |
| 89 | YEL/ BLUE RESCUE MESH DUFFEL BAG | \$72.00 | 1 | \$72.00 |
| 90 | KASK YELLOW SUPER PLASMA HELMET | \$137.00 | 2 | \$274.00 |
| 91 | RAPID RESCUER PFD | \$240.00 | 2 | \$480.00 |
| 92 | ORA FOX Whistle | \$10.00 | 2 | \$20.00 |
| 93 | AQUA Rescue Hi Vis Knife | \$37.00 | 2 | \$74.00 |
| 94 | Sawzall Milwaukee Corded W/ bi-Metal & Wood Blade Kit | \$167.00 | 1 | \$167.00 |
| 95 | SCOTT RIT-PAK FAST ATTACK 4.5 MEDIUM BAG, RITREGULATOR, RIT-MASK | \$2,399.00 | 1 | \$2,399.00 |
| 96 | SCOTT FAST ATTACK CYLINDER, 45-MINUTE 90 DEGREE VALVE | \$1,410.00 | 1 | \$1,410.00 |
| 97 | 25' 2.5" hose | \$95.00 | 1 | \$95.00 |
| 98 | Pulaski Part #: 375MA | \$55.00 | 1 | \$55.00 |
| 99 | XL SIZE FOREST FIRE SHELTER, WITH POUCH AND PLASTIC LINER | \$465.00 | 1 | \$465.00 |
| 100 | 3/4" X 100' p-line | \$47.00 | 2 | \$94.00 |
| 101 | Cones, non-collapsible | \$14.00 | 5 | \$70.00 |



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Quote #1125

Created: 6/6/2019 01:30 PM
 Completed: 9/9/2019 02:57 PM

| Placentia Type-6 Equipment | | | |
|--|------------|-----------------------------------|------------|
| Description | Price | QTY | Subtotal |
| 102 25' 1.5" single jacket wildland hose yellow | \$79.00 | 1 | \$79.00 |
| 103 2.5" x 10' hard suction | \$235.00 | 2 | \$470.00 |
| 104 Telescoping water key Part #: PP523 | \$155.00 | 1 | \$155.00 |
| 105 1" double male | \$24.00 | 1 | \$24.00 |
| 106 1" double female | \$24.00 | 1 | \$24.00 |
| 107 1.5 x 1.5 gated forestry wye | \$132.00 | 1 | \$132.00 |
| 108 1" x 1" wildland wye | \$399.00 | 1 | \$399.00 |
| 109 Wildland hose tee | \$118.00 | 2 | \$236.00 |
| 110 Wildland water ejector w/ strainer | \$835.00 | 1 | \$835.00 |
| 111 1.5" wildland nozzle Part #: F2060 | \$122.00 | 3 | \$366.00 |
| 112 3/4" nozzle | \$29.00 | 2 | \$58.00 |
| 113 Whelen pioneer life series LF35 light w/12V charger | \$1,195.00 | 1 | \$1,195.00 |
| 114 SL20 LED 120V AC/DC 2 Sleeves | \$290.00 | 2 | \$580.00 |
| 115 Mounting and bracketing, non-custom | \$6,500.00 | 1 | \$6,500.00 |
| 116 1/2" Black KM3 STATIC KERN ROPE FT | \$1.25 | 150 | \$187.50 |
| 117 Black #2 ROPE BAG | \$86.00 | 1 | \$86.00 |
| 118 LA Rubbish Hook With "D" Handle 6' | \$135.00 | 1 | \$135.00 |
| 119 6' New York Roof Hook, FG Butt End Part #: NYFG6 Fire Hooks | \$127.00 | 1 | \$127.00 |
| 120 Hard Suction, 2.5" NH Rocker Lug Female X Rocker Lug Male X 8 ft | \$285.00 | 2 | \$570.00 |
| 121 Barrel Strainer, 2.5" NH W/ Foot Valve | \$335.00 | 1 | \$335.00 |
| Tax (8.75%): \$4,091.37 | | Service Total: \$62,681.87 | |

This unit is being serviced at: 15170 Goldenwest Circle, Unit B, Westminster, CA 92683. Thank you for your business!

Quotes are an approximation of charges for the services requested. They are based on the anticipated details of the work to be done. You will be notified of unexpected complications that will cause deviations from the quote. I hereby authorize this repair work to be completed. DEE is not responsible for any delays caused by unavailability of parts from the supplier or shipping issues.

| | |
|--------------------------|--------------------|
| Total Parts | \$58,590.50 |
| Total Labor | \$0.00 |
| Subtotal | \$58,590.50 |
| Taxes | \$4,091.37 |
| Grand Total | \$62,681.87 |
| Paid To Date | (\$0.00) |
| REMAINING BALANCE | \$62,681.87 |

Signature _____



Derotic Emergency Equipment
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 El Dorado Hills, California 95762
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Quote #1162

Created: 8/15/2019 08:16 PM
 Completed: 8/20/2019 01:51 PM

Placentia Fire Department

| Placentia - Supply Cache Equipment | | | | |
|------------------------------------|---|------------|-----|-------------|
| | Description | Price | QTY | Subtotal |
| 1 | 1.75X50' CPLD 1.5NH Red PONN GLADIATOR POLY DJ ATTACK HOSE Part #: FG17X50G15N AAH | \$299.00 | 4 | \$1,196.00 |
| 2 | 1.75X50' CPLD 1.5NH YELLOW PONN GLADIATOR POLY DJ ATTACK HOSE Part #: FG17X50Y15N AAH | \$299.00 | 4 | \$1,196.00 |
| 3 | 4X100' CPLD 4NH Red TPX SJ NITR HOSE Part #: TPX40X100R40NAAH | \$948.00 | 4 | \$3,792.00 |
| 4 | 2.5X50' CPLD 2.5NH GREEN PONN GLADIATOR POLY DJ ATTACK HOSE Part #: FG25X50G25N AAH | | | \$1,420.00 |
| 5 | 1.5x100' CPLD 1.5NH YEL 187SPEC TYPE II SJ HOSE Part #: 187II15X100YFN NAFH | \$164.00 | 6 | \$984.00 |
| 6 | 1X100' CPLD 1NPSH YEL187SPEC TYPE II SJ HOSE | \$149.00 | 3 | \$447.00 |
| 7 | SCOTT X3 PRO 4.5 CGA SCBA, NFPA 1981 | \$6,350.00 | 5 | \$31,750.00 |
| 8 | UPGRADE REGULATOR WITH QUICK-DISCONNECT Part #: QC2 | \$210.00 | 5 | \$1,050.00 |
| 9 | SCOTT AV3000 HT MASK WITH DUAL ACOUSTIC AMPLIFIERS, NFPA 1981 2013 ED Part #: SC201215-04 | | | \$1,645.00 |
| 10 | UPGRADE SCBA WITH BUDDY BREATHING CONNECTIONS Part #: EBSS | \$545.00 | 5 | \$2,725.00 |
| 11 | SCOTT 45 MIN. CARBON CYLINDER W/CGA VALVE Part #: SC804722-01 | \$1,105.00 | 25 | \$27,625.00 |
| 12 | A3T TERMINATOR 20" LOOP, 3/8" PITCH, 72 DRIVE LINKS CARBIDE CHAIN | \$235.00 | 10 | \$2,350.00 |
| 13 | Stihl 33RS3-72 20-inch Chainsaw Chain 3/8 Pitch, .050 Gauge, 72 Drive Lengths | \$64.00 | 6 | \$384.00 |
| 14 | Universal Hydrant Wrench | \$35.00 | 2 | \$70.00 |
| 15 | 2 1/2" Akron Universal Spanner | \$44.00 | 2 | \$88.00 |
| 16 | 1A20G1 20# ABC FIRE EXT 6-A:60-B:C Part #: 435109 ANSUL | | | \$1,378.00 |
| 17 | L / Y REGULAR SIZE SOLID VELCRO PUB SAF VEST, | \$28.00 | 4 | \$112.00 |
| 18 | 1.5" NHFx 1.5" NHM Shutoff 1 3/8" Waterway W PG | | | \$550.00 |
| 19 | 1.5" NH METRO 1 NOZZLE TIP W/ TWIST SHUTOFF | \$445.00 | 2 | \$890.00 |
| 20 | 1.5NHFX1.5NHMX1NPSHM INLINE TVALVE Part #: TV1510NP | \$106.00 | 3 | \$318.00 |
| 21 | Phos-Chek Class A Foam, 5 Gal | \$137.00 | 32 | \$4,384.00 |
| 22 | VP Race Fuel 50:1, 5 Gal | \$119.00 | 4 | \$476.00 |
| 23 | VP Race Fuel 50:1 Gas, 1 Gal | \$39.00 | 4 | \$156.00 |



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Quote #1162

Created: 8/15/2019 08:16 PM
 Completed: 8/20/2019 01:51 PM

| Placentia - Supply Cache Equipment | | | | |
|------------------------------------|-----------------------------|--------------------------------|---|-----------------------------------|
| 24 | VP Race 4 Cycle Fuel, 5 Gal | \$129.00 | 4 | \$516.00 |
| 25 | VP Race 4 Cycle Fuel, 1 Gal | \$35.00 | 4 | \$140.00 |
| | | Tax (8.75%): \$7,493.67 | | Service Total: \$93,135.67 |

This unit is being serviced at: 15170 Goldenwest Circle, Unit B, Westminster, CA 92683. Thank you for your business!

Quotes are an approximation of charges for the services requested. They are based on the anticipated details of the work to be done. You will be notified of unexpected complications that will cause deviations from the quote. I hereby authorize this repair work to be completed. DEE is not responsible for any delays caused by unavailability of parts from the supplier or shipping issues.

| | |
|--------------------------|--------------------|
| Total Parts | \$85,642.00 |
| Total Labor | \$0.00 |
| Subtotal | \$85,642.00 |
| Taxes | \$7,493.67 |
| Grand Total | \$93,135.67 |
| Paid To Date | (\$0.00) |
| REMAINING BALANCE | \$93,135.67 |

Signature _____

RESOLUTION NO. R-2019-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE PURCHASE AND FINANCING OF CAPITAL EQUIPMENT AND TOOLS NECESSARY TO FULLY EQUIP THE PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT

A. Recitals

(i). On June 4, 2019, the Placentia City Council voted to create the Placentia Fire and Life Safety Department and authorized the City Administrator to take the necessary steps to fully staff and equip the new department for it to begin work on July 1, 2020; and

(ii). The Placentia City Council has determined that a true and urgent need exists for the acquisition of various fire apparatus tools, equipment, supplies, materials, command staff and support vehicles, as well as other capital equipment necessary to fully operationalize a modern fire department, as described in the staff report, in the attachments and at this meeting (hereinafter collectively the "Equipment"); and

(iii). The necessary funds for the purchase of this Equipment have been provided for the coming fiscal year and are expected to be available in the future; and

(iv). The City of Placentia will take the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

B. Resolution

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

1. The Equipment, as defined above, is essential to the function of the City of Placentia Fire and Life Safety Department and the services to be provided to our citizens, that we have an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future; that the City will use substantially all of the Equipment for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority.
2. The City Administrator or his designee is hereby authorized to enter into a financing agreement for an amount not to exceed \$1,795,000, to finance the cost of the Equipment, including additional one-time capital equipment and related costs, and the cost of issuing the debt, all at an interest rate not to exceed 4% over a term of 5 years, and in a form approved by the City Attorney.

3. The City Council of the City of Placentia designates the City Administrator and/or his designee to execute and deliver, and to witness or attest, respectively, any related documents necessary to the consummation of this transaction, in forms to be approved by the City Attorney.

APPROVED and ADOPTED this 24th day of September 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 held on the 24th day of September 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