



## Regular Meeting Agenda

April 21, 2020

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

## SPECIAL PROCEDURES NOTICE DURING COVID-19 EMERGENCY

On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the COVID-19 virus.

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which temporarily suspends requirements of the Brown Act allowing City Council Members to hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the City Council.

Given the health risks associated with COVID-19, please be advised that the City Council Chambers are closed to the public and some, or all, of the Placentia City Council Members may attend this meeting telephonically. Those locations are not listed on the agenda and are not accessible to the public.

### **How to Observe the Meeting**

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### **Americans with Disabilities Act Accommodation**

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Until further notice the City will implement the guidelines of the California Department of Public Health in regards to social distancing.

The city of Placentia thanks you in advance for taking all precautions to prevent the spread of the COVID-19 virus.

The City will return to normal City Council meeting procedures as soon as the emergency has ended.



## Regular Meeting Agenda April 21, 2020

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

Ward L. Smith  
Mayor

Jeremy B. Yamaguchi  
Mayor Pro Tem

Craig S. Green  
Councilmember

Rhonda Shader  
Councilmember

Chad P. Wanke  
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**

**Fax: (714) 961-0283**

**Email:**

**administration@placentia.org**

**Website: www.placentia.org**

### *Mission Statement*

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

### *Vision Statement*

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

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

### **Procedures for Addressing the Council/Board Members**

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

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

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

### **Special Accommodations**

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

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

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA - CLOSED SESSION  
April 21, 2020  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

**PRIOR TO ROLL CALL:**

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

**ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)**

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

1. Pursuant to Government Code Section 54956.9 (d)(2):  
**CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**  
Significant exposure to litigation: (2 Cases)
  
2. Pursuant to Government Code Section 54956.8  
**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Property: 120 S. Bradford Avenue  
Agency Negotiator: Damien R. Arrula, City Administrator  
Negotiating Parties: Emergency Ambulance Services, Inc.  
Under Negotiations: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
April 21, 2020  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

**PRIOR TO ROLL CALL:**

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

**INVOCATION:** Kenneth Curry

**PLEDGE OF ALLEGIANCE:**

**PRESENTATION:** None

**CLOSED SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:** [COVID-19 Update](#)

**ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)**

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. [Oral Communications](#)

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

**1. CONSENT CALENDAR (Items 1.a. through 1.m):**

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. **Minutes**  
**City Council/Successor/ICDA Regular Meeting: April 7, 2020**  
Recommended Action: Approve

- 1.c. **Minutes**  
**City Council/Successor/ICDA Regular and Special Meetings: July 23 – October 15, 2019**  
Recommended Action: Approve
- 1.d. **City Fiscal Year 2019-20 Register for April 21, 2020**  
**Check Register**  
Fiscal Impact: \$1,664,518.26  
**Electronic Disbursement Register**  
Fiscal Impact: \$624,742.10  
Recommended Action: It is recommended that the City Council:  
 1) Receive and file
- 1.e. **Resolution Authorizing the Filing of an Application to the California Transportation Commission for the Solutions for Congested Corridors Program**  
Fiscal Impact: Expense: \$ 35,560 City Match If Awarded Grant  
 Budget: \$ 35,560 Traffic Development Impact Fees FY 2021-22  
Recommended Action: It is recommended that the City Council:  
 1) Approve Resolution No. R-2020-15, A Resolution of the City Council of the City Of Placentia, California authorizing application for Solutions For Congested Corridors Program Grant Funds; and  
 2) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.
- 1.f. **Notice of Completion and Approval of Contract Change Order No. 2 for the Placentia Transit Station Utility Undergrounding Project No. 5801**  
Fiscal Impact: Expense: \$351,003.68 Final Construction Amount  
 Budgeted: \$825,198.77 FY 2018-19 CIP Budget (Carry Forward)  
Recommended Action: It is recommended that the City Council:  
 1) Accept the work performed by Doty Bros. Inc., on the Placentia Transit Station Utility Relocation Project in the total amount of \$351,003.68; and  
 2) Authorize the City Administrator to approve Contract Change Order #2 in the amount of \$74,172.23; and  
 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and  
 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract; and  
 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- 1.g. **Professional Services Agreement with American Integrated Services, Inc. for Homeless Encampment Clean up Services**  
Fiscal Impact: Expense: \$ 31,424 Contract Clean Up Cost  
 Budget: \$ 31,424 FY 2019-2020 Contingency Account 109595-6999  
Recommended Action: It is recommended that the City Council:  
 1) Approve a Professional Services Agreement with American Integrated Services, Inc. for homeless encampment clean up services, in the amount of \$31,424; and  
 2) Authorize City Administrator to approve contract change orders up to 10% of the contract amount, or \$3,142; and  
 3) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

1.h. **Resolution Relating to Fiscal Year 2020-21 Collection of Solid Waste Collection Rates**

Fiscal Impact: Expense: \$ 3,000 Mailing Expense  
Budgeted: \$ 12,000 FY 2019-20 Operating Budget  
Refuse Administration Fund

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2020-16, A Resolution of the City Council of the City of Placentia, California declaring its intention to adopt increased solid waste collection charges, setting a public hearing for June 16, 2020, and directing Staff to provide notice pursuant to Proposition 218; and
- 2) Adopt Resolution No. R-2020-17, A Resolution of the City Council of the City of Placentia, California adopting procedures for establishing and increasing property related fees and charges under Proposition 218.

1.i. **Emergency Purchase of Mobile Command Vehicle Radios**

Fiscal Impact: Expense: \$ 81,285.14 Total Purchase Price and Installation  
Costs of Radios/Consoles (Including  
10% Contingency)  
Budgeted: \$ 0.00 FY 2019-20  
New Appropriation: \$ 81,285.00 FY 2019-20 (796006-6840)

Recommended Action: It is recommended that the City Council:

- 1) Approve the City Administrator's emergency purchase order to Motorola Solutions for the purchase of 800 MHz radios for a not-to-exceed amount of \$69,456.08; and
- 2) Approve the City Administrator's emergency purchase order to the Orange County Sheriff's Department Communications & Technology Division for the installation and hardware costs associated with the radios in the Mobile Command Vehicle (MCV) for a not-to-exceed amount of \$4,883.45 (including a 10% contingency); and
- 3) Authorize the City Administrator to approve any change orders to Motorola Solutions for a cost not to exceed 10%, or \$6,945.61, of the original purchase and installation price; and
- 4) Adopt Resolution No. R-2020-18, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2019-20 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
- 5) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.j. **Approve the Contract with the Friendly Center Inc., Women's Transitional Living Center Inc., and the County of Orange to Facilitate the Family and Communities Together (FaCT) Grant for a Contract Period of Three (3) Years Beginning July 1, 2020**

Fiscal Impact: Expense: FY 20-21 \$ 52,452.71 Misc. Grant Fund - 504077  
FY 21-22 \$ 38,685.71 Misc. Grant Fund - 504077  
FY 22-23 \$ 33,000.00 Misc. Grant Fund - 504077  
Total: FY 20/21-FY 22/23 \$124,138.42  
Revenue: FY 20/21-FY 22/23 \$124,138.42 FaCT Grant Fund - 504077

Recommended Action: It is recommended that the City Council:

- 1) Approve the Contract between the City of Placentia, the Friendly Center Inc., Women's Transitional Living Center Inc., and the County of Orange to facilitate the Family and Communities Together, (FaCT) Grant at the Whitten Community Center and at the Church of the Nazarene for an initial three (3) year contract in an amount not to exceed \$124,138.42 with an option to extend for two (2) additional one-year extensions; and
- 2) Authorize the City Administrator and/or his designee to execute all Contract documents and Partnership Agreements between the City of Placentia, the Friendly Center Inc., Women's Transitional Living Center Inc., and the County of Orange for the Family and Communities Together (FaCT) Grant in a form approved by the City Attorney.

1.k. **Retirement and Ownership Transfer of Police Service Dog**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the Release and Agreement to Defend, Indemnify and Hold Harmless authorizing the transfer of ownership of retired Police Service Dog Habo to Officer Christopher Reihanifam; and
- 2) Authorize the City Administrator and/or his designee to execute an agreement with Officer Christopher Reihanifam to purchase Police Service Dog Habo, in a form approved by the City Attorney.

1.l. **Professional Services Agreement for Independent Registered Municipal Advisor for the Infrastructure Financing Plan ("IFP") for the Placentia Enhanced Infrastructure Financing District ("Placentia EIFD")**

Fiscal Impact: Revenue: Up to \$8 Million in Property Tax Increment Revenue Over Approximately 20 Years

Expense: Not to Exceed \$50,000 to be Paid from Bond Proceeds

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement with Kosmont Transactions Services, Inc.; and
- 2) Authorize the City Administrator and/or his designee to execute all documents necessary, substantially in a form approved by the City Attorney.

1.m. **Lease of Fire Apparatus for Use During Placentia Fire & Life Safety Department Training Academy**

Fiscal Impact: Expense: \$ 62,000 Engine Rental for Academy

Budgeted: \$ 54,000 Staff Training (103066-6250)

Budget Transfer from 103066-6301 of \$8,000 Required

Recommended Action: It is recommended that the City Council:

- 1) Authorize the execution of an Equipment Lease Agreement with Derotic LLC for a rental of two (2) Type I Engines at a rental rate of \$62,000 for the period from April 27, 2020 through July 3, 2020; and
- 2) Authorize the City Manager to extend the Lease Agreement from July 3, 2020 on a week by week basis up to September 2, 2020, at a prorated rate, in a total lease amount not to exceed \$124,000; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**2. PUBLIC HEARING:** None

**3. REGULAR AGENDA:**

3.a. **Award of Construction Contract to Roy Allan Slurry Seal, Inc. for the Fiscal Year 2019-20 Slurry Seal Project No. 1001**

Fiscal Impact: Expense: \$ 974,528 Construction Contract Amount

Budget: \$1,042,578 Total Project Budget (FY 2019-20 CIP Budget)

\$ 400,000 Measure U CIP (791001-6185)

\$ 400,000 Measure U CIP (181001-6185)

\$ 184,578 SB 1/RMRA CIP (601001-6185)

\$ 58,000 State Gas Tax CIP (171001-6185)

Recommended Action: It is recommended that the City Council:

- 1) Approve the construction plans, documents, and technical specifications prepared by NV5, Inc., for this project and award a construction contract to Roy Allan Slurry Seal, Inc., for the FY 2019-20 Slurry Seal Project No. 1001 for a not-to-exceed amount of \$974,528; and
- 2) Authorize the City Administrator to approve contract change orders up to \$68,050; and

- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

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

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, May 5, 2020 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:

- Approval of Minutes: April 21, 2020
- Approval of Minutes: November 2019
- JPI TOD Project Easements and Dedications
- NOC and Contract Change Order #1 for the Placentia Navigation Center
- Resolution Authorizing the Preparation of the Engineer's Report for LMD 91-1
- Resolution Authorizing the Preparation of the Engineer's Report for SLD 81-1
- Introduction of Tree Protection Ordinance

**CERTIFICATION OF POSTING**

I, Rosanna Ramirez, Acting Deputy City Administrator/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 April 21, 2020 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on April 16, 2020.

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Rosanna Ramirez  
Acting Deputy City Administrator/Director of Administrative Services

# DRAFT

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES**

**April 7, 2020**

**5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

## **SPECIAL PROCEDURES NOTICE DURING COVID-19 EMERGENCY**

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The city of Placentia thanks you in advance for taking all precautions to prevent the spread of the COVID-19 virus.

The City will return to normal City Council meeting procedures as soon as the emergency has ended.

**CALL TO ORDER:** Mayor Smith called the meeting to order at 5:30 p.m.

### **ROLL CALL:**

PRESENT: Councilmember/Board Member Shader, Smith  
PRESENT ELECTRONICALLY: Councilmember/Board Member Green, Wanke, Yamaguchi  
ABSENT: None

**ORAL COMMUNICATIONS:** None

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54956.9 (d)(2):  
**CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**  
Significant exposure to litigation: (2 Cases)
  
2. Pursuant to Government Code Section 54956.8  
**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Property: 120 S. Bradford Avenue  
Agency Negotiator: Damien R. Arrula, City Administrator  
Negotiating Parties: Emergency Ambulance Services, Inc.  
Under Negotiations: Price and Terms of Payment

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

**CALL TO ORDER:** Mayor Smith called the meeting to order at 7:05 p.m.

**PRIOR TO ROLL CALL:**

Prior to Roll Call City Attorney Bettenhausen read into the record a notice regarding teleconferencing public meetings under the Brown Act during the COVID-19 health risks. He noted that although the Council Chambers are currently closed to the public, public comment can be made by email to [cityclerk@placentia.org](mailto:cityclerk@placentia.org).

**ROLL CALL:**

PRESENT: Councilmember/Board Member Shader, Smith  
PRESENT ELECTRONICALLY: Councilmember/Board Member Green, Wanke, Yamaguchi  
ABSENT: None

City Attorney Bettenhausen confirmed that all present in the Council Chambers and those attending telephonically could hear and be heard and that the public could view and hear the proceedings.

**STAFF PRESENT:** City Administrator/Executive Director Damien R. Arrula; Acting Deputy City Administrator/Director of Public Works Luis Estevez; Fire Chief J. Pono Van Gieson, Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

**STAFF PRESENT ELECTRONICALLY:** City Attorney/Authority Counsel Christian L. Bettenhausen; Acting Deputy City Administrator/Director of Administrative Services Rosanna Ramirez; Director of Finance Kim Krause; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert

**INVOCATION:** Kenneth Curry via Conference Call

**PLEDGE OF ALLEGIANCE:** Councilmember Shader

**PRESENTATIONS:**

- a. **Proclamation Declaring April 24, 2020 as "Arbor Day"**  
Presenter: Mayor Smith
  
- b. **Proclamation Declaring April 2020 as "DMV/Donate Life California Month"**  
Recipient: OneLegacy Ambassador Rene Sorrentino  
Presenter: Mayor Smith
  
- c. **Proclamation Declaring April 12-18, 2020 as "National Public Safety Telecommunications Week"**  
Presenter: Mayor Smith

**CLOSED SESSION REPORT:**

City Attorney/Agency Counsel Bettenhausen noted that there was nothing to report in respect to the Closed Session.

**CITY ADMINISTRATOR REPORT:**

City Administrator Arrula presented a COVID-19 update which included case data, a national snapshot, California data, case data in Orange County, how COVID-19 is spread, symptoms, how to protect yourself, face covering guidance, Police Department protocols on face masks, cloth face coverings, preventative measures, closure of community facilities, open facilities, cancellation of meetings and services, State of California Executive Order N-33-20, and business resources. He encouraged the public to stay informed and not to panic.

City Administrator Arrula announced the addition of three new Battalion Chiefs for the Placentia Fire and Life Safety Department. Battalion Chief Jon Muir has over 30 years of experience in the fire service. He started his career in Buena Park as an Explorer/Apprentice Reserve Firefighter then worked for the Santa Ana Fire Department, transitioning to OCFA in 2012. Jon speaks English, Spanish and Italian. His education includes a master's degree in Public Administration, bachelor's in Education, and an associate's in Fire Science, Paramedicine and Management. Jon's work experience includes Hazmat, US&R, Training, Arson Investigation, Paramedic, PIO and Dispatch. Jon has also been teaching building construction and fire prevention at Santa Ana College for the past 17 years.

Battalion Chief Jason Dobine was born and raised in Los Angeles. In 1993, Jason became a member of the Torrance Fire Department. Over his 27 years in Torrance, Jason served in the ranks of Firefighter, Firefighter/Paramedic, Engineer, Captain, EMS Captain, and Acting Battalion Chief. He implemented the recruitment program for the department and worked as an Auxiliary Coordinator and Recruit Training Instructor. More recently, he was a major contributor to writing policies for the agency during the accreditation process with the Center for Public Safety Excellence. Jason received his associate degree from Coastline Community College in American Studies, and his bachelor's degree in Vocational Education from Cal State Long Beach.

Battalion Chief Mike Finnerty was born in Indianapolis, Indiana where his family lived until he was ten years old. His family then moved to Albuquerque, New Mexico for a year and a half before settling in Vista, California. Soon after graduation, his career in the fire service began as a seasonal firefighter for the California Division of Forestry, now more commonly known as Cal Fire. In the spring of the following year, he enlisted in the United States Air Force as a firefighter where he completed a four-year enlistment as a Staff Sergeant. After completing his enlistment, Mike became a member the San Diego Fire Rescue Department serving in the ranks of Firefighter, Engineer, Captain and Battalion Chief before retiring after 35 years of service with the San Diego Fire Rescue Department. Since his retirement, Mike has served as the Public Safety Manager for the Rincon Band of Luiseno Indians. Mike received his associate degree in Fire Science from Miramar Community College and is a certified Chief Officer in California.

**ORAL COMMUNICATIONS:**

Mayor Smith opened Oral Communications. Deputy City Clerk O'Leary read a written comment received by the City Clerk's Office from the following: Scott Harris, University of California Irvine School of Law student, regarding homelessness and COVID-19 measures.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Green thanked City Administrator Arrula, the City Staff, and the Police Department for their efforts in opening the Placentia Navigation Center and cleaning up the homeless encampment on Crowther Avenue and noted the laying of a wreath at the Placentia Veterans Memorial on March 29, 2020 in honor of Vietnam War Veterans Day.

Councilmember Wanke called the cleanup of Crowther Avenue to the public's attention and offered encouragement that the Country and the City will come through the emergency and urged residents to keep their spirits up, follow the COVID-19 guidelines, and stay safe.

Councilmember Shader reported that she was involved in the grand opening of the Placentia Navigation Center, the homeless encampment cleanup, and conference calls with the Association of California

Cities - Orange County (ACC-OC) and the League of California Cities collaborating on best practices in this difficult time. She reported that the Placentia Library District is hosting a Virtual Egg Hunt April 1 through 12, 2020. For more information visit [www.placentialibrary.org/virtualegghunt](http://www.placentialibrary.org/virtualegghunt). Councilmember Shader expressed appreciation for the Placentia Dispatch team and all the great work they do every day to protect and save lives in the City of Placentia.

Mayor Pro Tem Yamaguchi expressed his gratitude to the Public Safety and Public Works Staffs involved in the homeless encampment cleanup.

Mayor Smith acknowledged all individuals and organizations who worked to address homelessness in the City of Placentia. He noted that this is only a first step. He reported that the City Council and City Staff are working and are available to support, meet the needs of, and provide service to residents of the City during the COVID-19 crisis. He expressed appreciation for the Placentia Public Safety Dispatchers for the critical role they play in public safety.

**1. CONSENT CALENDAR (Items 1.a. through 1.k):**

Motion by Shader, seconded by Green, and carried a (5-0) vote to approve Consent Calendar Items 1.a. through 1.k. as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Fiscal Impact: None  
Recommended Action: Approve  
**(Approved 5-0, as recommended)**
- 1.b. **Minutes**  
**City Council/Successor/ICDA Regular Meeting: March 17, 2020 and City Council Special Meeting March 24, 2020**  
Recommended Action: Approve  
**(Approved 5-0, as recommended)**
- 1.c. **Minutes**  
**City Council/Successor/ICDA Regular and Special Meetings: April 11, 2019 and June 4 – July 9, 2019**  
Recommended Action: Approve  
**(Approved 5-0, as recommended)**
- 1.d. **City Fiscal Year 2019-20 Register for April 7, 2020**  
**Check Register**  
Fiscal Impact: \$3,881,559.88  
**Electronic Disbursement Register**  
Fiscal Impact: \$1,132,059.20  
Recommended Action: It is recommended that the City Council:  
1) Receive and file  
**(Received and filed)**
- 1.e. **Cooperative Agreement C-9-1842 for the Atwood Multipurpose Trail Project Bicycle Corridor Improvement Program**  
Fiscal Impact: Expense: \$ 350,000 City Matching Grant Funds  
Budget: \$ 350,000 FY 2019-20 CIP Budget (692003-6185)  
Recommended Action: It is recommended that the City Council:  
1) Approve Cooperative Agreement No. C-9-1842 between the Orange County Transportation Authority and the City of Placentia for The Bicycle Corridor Improvement Program Project Atwood Multipurpose Trail; and  
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.  
**(Approved 5-0, as recommended)**

- 1.f. **Award of Construction Contract to La Habra Fence Company, Inc. for the Champions Sports Park Fence Replacement Project**  
Fiscal Impact: Expense: \$ 64,505 Project Cost  
 Budgeted: \$ 70,000 FY 2019-20 Capital Improvement Program  
 Budget (107002-6185) – Measure U  
 (Budget Transfers are Required from 797005-6185 and 797006-6185)
- Recommended Action: It is recommended that the City Council:
- 1) Approve a construction contract with La Habra Fence Company Inc. for the installation of new fencing at Champion Sports Park for a not-to-exceed amount of \$64,505; and
  - 2) Authorize the City Administrator to approve contract change orders to La Habra Fence Company Inc. up to \$5,495 for a total project amount not to exceed \$70,000; and
  - 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- (Approved 5-0, as recommended)**
- 1.g. **Change Order to Purchase Order with Altec, Inc. for Purchase of Compressed Natural Gas Aerial Lift Truck for Public Works Department**  
Fiscal Impact: Expense: \$ 159,043.66 Total Cost for Purchase  
 Budgeted: \$ 155,703.28 FY 2018-19 CIP Budget (Rollover)  
 \$ 3,340.38 FY 2019-20 Operating Budget  
 (A Budget Transfer is Required from 103658-6301)
- Recommended Action: It is recommended that the City Council:
- 1) Authorize the City Administrator, or his designee, to approve a change order to Purchase Order No. P11549, in an amount of \$3,340.38 beyond the previously approved purchase amount of \$155,703.28; and
  - 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
- (Approved 5-0, as recommended)**
- 1.h. **Award of Construction Contract to Valverde Construction, Inc. for the Emergency Repair of a Sanitary Sewer Line**  
Fiscal Impact: Expense: \$ 52,185  
 Budgeted FY 2019-20: \$ 0  
 New Appropriation FY 2019-20: \$ 52,185
- Recommended Action: It is recommended that the City Council:
- 1) Approve a Public Works Agreement with Valverde Construction, Inc. for emergency repair of sewer line in the amount of \$47,441; and
  - 2) Authorize the City Administrator to approve contract change orders up to 10% or \$4,744, for a total project not-to-exceed amount of \$52,185; and
  - 3) Approve Resolution No. R-2020-13, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2019-20 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
  - 4) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- (Approved 5-0, as recommended)**
- 1.i. **Amendment No. 3 to Professional Services Agreement with Totum Corporation for Architectural/Engineering Design and Construction Management Services for the Placentia Navigation Center**  
Fiscal Impact: Expense: \$ 32,284 Amendment No. 3 to Totum Corporation  
 Budget: \$ 5,650,000 Placentia Reg. Nav. Center Fund (784070-6899)
- Recommended Action: It is recommended that the City Council:
- 1) Approve Amendment No. 3 to Professional Services Agreement with Totum Corporation for an additional \$32,284 for additional professional services, for a cumulative contract not-to-exceed amount of \$585,060; and
  - 2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.
- (Approved 5-0, as recommended)**

1.j. **Purchase of Knox Box Cores for Use Throughout the City and Purchase of Lock Boxes for Fire Department Apparatus with Installation**

Fiscal Impact: Expense: \$ 36,000 Knox System Replacement Costs  
Budgeted: \$ 36,000 Measure U CIP (796017-6840)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the purchase of replacement lock cores, gate and key switch locks, and padlocks for installation throughout the City on existing Knox Box security devices, in an amount not to exceed \$27,470.25; and
- 2) Authorize the purchase of four (4) Knox Key Secure devices to be mounted in the large fire department apparatus, in an amount not to exceed \$4,370.66; and
- 3) Authorize payment for the cost of installation of the Key Secure devices in the fire apparatus by the current communications upfitter, 911 Vehicles, in an amount not to exceed \$1,326.75; and
- 4) Authorize the City Administrator to execute change orders to Knox and/or 911 Vehicles for a total project amount not to exceed \$36,000; and
- 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.k. **Purchase and Installation of Additional 800 MHz Radios for the Placentia Fire and Life Safety Department**

Fiscal Impact: Expense: \$46,875.04 Total Purchase Price of Radios with Installation  
Budget: \$14,000.00 General Fund (103066-6940)  
\$ 8,500.00 Measure U CIP (796016-6840)  
\$27,000.00 Measure U CIP (796018-6840)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a purchase order to Motorola Solutions for the purchase of 800 MHz radios for a not-to-exceed amount of \$34,291.24; and
- 2) Authorize the City Administrator to approve a purchase order to the Sheriff-Coroner Department County of Orange Communications & Technology Division for the installation and hardware costs associated with the radios in the Placentia Communications Center, and the first year of maintenance costs for all Placentia Fire and Life Safety 800 MHz radios, for a not-to-exceed amount of \$12,583.80; and
- 3) Authorize the City Administrator to approve change orders to Motorola Solutions and/or the Sheriff-Coroner Department County of Orange Communications & Technology Division for a total project amount not to exceed \$49,500; and
- 4) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **Resolution Adopting Fiscal Year 2020-21 Project List for Compliance with SB 1, the Road Repair and Accountability Act of 2017**

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

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2020-14, A Resolution of the City Council of the City of Placentia, California adopting the List of Projects for Fiscal Year 2020-21 funded by SB 1, The Road Repair and Accountability Act 2017; and
- 2) Direct Staff to submit the project list to the California Transportation Commission.

**(Approved 5-0, as recommended)**

City Administrator Arrula introduced Acting Deputy City Administrator Estevez to present the Staff Report and give a brief presentation on the SB 1 Project List which included background, funded projects to date, the FY 2020-21 Project List, the Arterial Roadway Rehabilitation Projects, Residential Slurry Seal Projects, and the citywide pavement rehabilitation schedule.

Following a brief discussion, ADCA Estevez stated that the Project scheduled for May which was delayed by rain was fully funded and contracted and will proceed as scheduled, gave more detail on the schedule of street rehabilitation, discussed possible reprioritization due to loss of revenue during the COVID-19 crisis, and gave an update on the Golden Avenue Bridge Project.

Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve Item 3.a. as recommended.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Green honored Helen Molina in whose memory this meeting is adjourned.

Councilmember Shader thanked residents for complying with the COVID-19 safety protocols despite the inconvenience.

Mayor Pro Tem Yamaguchi requested that Staff check with the County of Orange regarding golf at the Alta Vista Country Club and compliance with COVID-19 guidelines.

City Administrator Arrula noted that he had spoken with Paul Kraemer of the Alta Vista Country Club and that the Orange County Board of Supervisors agenda for their April 7, 2020 meeting included a discussion on this item and he would follow up with the County of Orange CEO's Office for a determination and guidance.

Mayor Pro Tem Yamaguchi requested that Staff investigate methods for improving electronic participation in City Council meetings.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:39 p.m. in memory of Helen Molina, close family friend of Council Member Green for over 70 years to Tuesday, April 21, 2020 at 5:30 p.m.

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Ward L. Smith, Mayor/Agency Chair

ATTEST:

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Robert S. McKinnell, City Clerk/Agency Secretary

# DRAFT

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES**

**July 23, 2019**

**5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor Shader called the meeting to order at 5:32 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Smith, Shader

ABSENT: Yamaguchi

**ORAL COMMUNICATIONS:** None

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

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

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

**CALL TO ORDER:** Mayor Shader called the meeting to order at 7:05 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Smith, Shader

ABSENT: Yamaguchi

**STAFF PRESENT:** City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Finance Kim Krause; Acting Chief of Police Brad Butts; Director of Community Services Sandra Gonzalez; Director of Public Works Luis Estevez; Director of Administrative Services Rosanna Ramirez; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

**INVOCATION:** Chaplain Sterling Bennett

**PLEDGE OF ALLEGIANCE:** Boy Scout Troop 723 Honor Guard

**PRESENTATIONS:**

- a. **Presentation of Mayor's "Do the Right Thing" Award to Joshua Correa**  
Recipient: Joshua Correa  
Presenter: Mayor Shader
  
- b. **Presentation of Mayor's "Do the Right Thing" Award to Virginia Thomas**  
Recipient: Virginia Thomas  
Presenter: Mayor Shader
  
- c. **Recognition of Winners of the Cultural Arts Commission Annual Photography Contest**  
Recipients: Cultural Arts Commission Annual Photography Contest Winners  
Presenters: Mayor Shader, Cultural Arts Commission Vice Chair Nadine La Borde, Cultural Arts Commissioner Kristina Muldoon, and Community Services Coordinator Felipe Zambrano

**CLOSED SESSION REPORT:**

City Attorney/Agency Counsel Bettenhausen reported that the Council/Agency met in Closed Session to discuss four (4) items listed on the agenda, there was discussion on three (3) items, and there was Council consensus to adjourn Closed Session until after the Open Session and reconvene to discuss the fourth item.

**CITY ADMINISTRATOR REPORT:**

City Administrator Arrula introduced new employee Dispatcher/Records Clerk Jaymie Leyde.

**ORAL COMMUNICATIONS:**

Placentia resident Greg Santos requested that overgrown vines on the block wall along Palm Drive be trimmed and reported that they are causing damage to the wall and his mosaic on the wall.

Margaret Leverett, Placentia resident, notified the Council that she and other residents were charged a commercial rate for their home alarm permit renewals and were dissatisfied with the service received from the permit company and the City Staff.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Green reminded residents that *Concerts in the Park* continue on Thursdays at 6:30 p.m. at Tri-City Park and will feature food trucks and a beer and wine garden. For more information visit [www.placentia.org/concerts](http://www.placentia.org/concerts). He reminded the public that school is out and to be aware of children playing outdoors and in and near pools, and to be mindful of the hot weather and stay hydrated. He noted that there are no City Council meetings scheduled in August, meetings will resume in September, and that City Council members remain available by phone or email.

Councilmember Wanke announced that outdoor movies are shown on Friday nights during the summer months. On July 26, 2019 *Hotel Transylvania 3* can be enjoyed at Kraemer Park and the remainder of the *Movies in the Park* can be seen at Placentia Champions Sports Complex. Movies begin at dusk and admission is free. Spectators are encouraged to bring lawn chairs or blankets for comfortable viewing. For a full list of *Movies in the Park*, please visit [www.placentia.org/movies](http://www.placentia.org/movies).

Councilmember Wanke noted that he attended the groundbreaking for Placentia's new apartment complex *The Herald*; the Placentia Police Department badge pinning, retirement, and promotion event; the Administration Meeting for the Orange County Sanitation District; and the closing of Placentia's Gryphon Fencing Archery and Fencing Summer Camp.

Mayor Pro Tem Smith stated that to celebrate 100 years at the Placentia Library District, the Placentia Library Friends Foundation will be hosting the Black Ties & Tales Gala at the Richard Nixon Library on Friday, August 9, 2019. Tickets can be purchased at [www.PlacentiaLibraryFriends.com](http://www.PlacentiaLibraryFriends.com) or by calling (714) 528-1906 ext. 200.

Mayor Pro Tem Smith announced that the Placentia Chamber of Commerce and the Placentia Community Foundation will host the 6th annual *Taste of the Town* on Thursday, August 15, 2019 from 5:00-9:00 p.m. at Tri-City Park. Over 70 vendors are anticipated and proceeds benefit Placentia Yorba Linda Unified School District Schools. Tickets are \$25 for unlimited tasting and alcohol wristbands for adults, \$10 for children ages 3-10 years, and children under 3 are free. Enjoy the sounds of Neon Nation 80's Cover Band. For tickets and more information visit [www.placentiachamber.com](http://www.placentiachamber.com).

Mayor Pro Tem Smith offered his congratulations to all who were honored during Presentations at this meeting and all who were recognized at the Placentia Police Department badge pinning, retirement, and promotion event.

Mayor Shader mentioned that Thursday, July 25, 2019 will be Placentia Day at the Orange County Fair and discounted Fair tickets for that day are available through the Community Services Department. She noted that *Concerts in the Park* on Thursday, July 25, 2019 will feature a Community Pack Walk with the Mayor and Dog Trainer George Kittridge. Bring your furry best friend and meet by the Tri-City Park entrance bathrooms at 5:45 p.m. The Pack Walk will begin at 6:00 p.m. For more information, call the Community Services Department at (714) 993-8232.

Mayor Shader announced that although tonight's meeting will be adjourned to August 6, 2019, a summer recess is anticipated and City Council Meetings will be dark in the month of August and resume on Tuesday, September 10, 2019. The City's website will be updated accordingly and information on this summer recess will be posted at City Hall.

**1. CONSENT CALENDAR (Items 1.a. through 1.u):**

Mayor Shader pulled Items 1.k., 1.m., and 1.s. for further discussion.

City Attorney Bettenhausen read into the record a minor clerical correction on Item 1.f. He stated that in the agenda packet there are two (2) blanks on page 13 of Ordinance O-2019-06 where code sections must be inserted related to the enforcement for violation of this code. In Chapter 6.04 and Chapter 1.08 so that subparagraph 4 on page 13 would properly read:

4. *Violations for operating without a business license or Short-term Residential Rental Permit shall be cited and enforced pursuant to Chapter 6.04 and/or Chapter 1.08, accordingly.*

Motion by Green, seconded by Wanke, and carried a (4-0-1, Yamaguchi absent) vote to approve the remaining Consent Calendar Items as recommended.

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

Fiscal Impact: None

Recommended Action: Approve

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.b. **City Fiscal Year 2018-19 Register for July 23, 2019**

**Check Register**

Fiscal Impact: \$578,714.12

**Electronic Disbursement Register**

Fiscal Impact: \$ 64,360.50

**City Fiscal Year 2019-20 Register for July 23, 2019**

**Check Register**

Fiscal Impact: \$690,729.42

**Electronic Disbursement Register**

Fiscal Impact: \$761,783.43

Recommended Action: It is recommended that the City Council:

1) Receive and file

**(Received and filed, Yamaguchi absent)**

1.c. **Acceptance of Resignations from the Recreation and Parks Commission**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.d. **Reduction of the Recreation and Parks Commission Membership from Nine (9) to Seven (7) Members**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2019-38, A Resolution of the City Council of the City of Placentia, California establishing the number of Recreation and Parks Commissioners at seven (7) members.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.e. **Second Reading and Adoption of Ordinance No. O-2019-05, Adopting Negative Declaration (ND) No. 2019-02 and Approving Zoning Code Amendment (ZCA) No. 2019-01 and Specific Plan Amendment (SPA) No. 2018-01, Resulting in an Amendment to the Placentia Municipal Code and an Amendment to Specific Plan 5 (SP-5) Which Would Amend Placentia Municipal Code Chapter 23.105 Entitled "Specific Plan 5" (SP-5) to Add Hospitality Uses and Other Commercial Uses to the Permitted Uses for All Parcels (Including Parcels 9 and 11) and to Modify the Maximum Allowable Height to Be Seventy-Five (75) Feet Within the Specific Plan Area Which Consists of 11 Parcels on Approximately 19.13 Acres, Generally Located at the Northeast Corner of Orangethorpe Avenue and Placentia Avenue, and Extending Northbound Along Placentia Avenue onto Kimberly Avenue (Brian Chuchua)**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

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

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

Recommended Action: It is recommended that the City Council:

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

to Chapters 23.10, 23.12, 23.15, 23.18, 23.21, 23.25, 23.72, 23.106, 23.107, 23.108, 23.110, 23.111 and 23.112 of the Municipal Code.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

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

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

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

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

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

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

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

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

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

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

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

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

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

Fiscal Impact: Expense: \$200,000 Project Cost

Budgeted: \$160,000 M2 Environmental Cleanup Program Grant

\$ 25,000 CalRecycle Used Oil Payment Program

\$ 10,000 Refuse Administration Fund

\$ 5,000 General Fund

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

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

Fiscal Impact: Expense: \$ 132,445

Budgeted: \$1,284,000 FY 2019-20 Capital Improvement Program  
Budget – Federal HSIP Grant Funds

No General Fund dollars will be used on this project.

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

Mayor Shader pulled Items 1.k. and 1.m. to request an explanation for why the vendors were chosen using criteria other than lowest bid.

Public Works Director Estevez explained that the Professional Services Agreements are awarded based on qualifications and not on the lowest price quote and qualifications are scored by an evaluation committee. He stated that Construction Contracts are awarded based on the lowest, responsive, responsible bid received.

Council requested that in the future total proposed costs be included in Staff Reports along with the scoring by and composition of the evaluation committee.

Motion by Shader, seconded by Wanke, and carried a (4-0-1, Yamaguchi absent) vote to approve the Item 1.k. as recommended.

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

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

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

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

Fiscal Impact: Expense: \$ 308,500

Budgeted: \$2,710,000 FY 2019-20 Capital Improvement Program  
Budget

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

Mayor Shader pulled Items 1.k. and 1.m. to request an explanation for why the vendors were chosen using criteria other than lowest bid.

Public Works Director Estevez explained that the Professional Services Agreements are awarded based on qualifications and not on the lowest price quote and qualifications are scored by an evaluation committee. He stated that Construction Contracts are awarded based on the lowest, responsive, responsible bid received.

Council requested that in the future total proposed costs be included in Staff Reports along with the scoring by and composition of the evaluation committee.

Motion by Shader, seconded by Wanke, and carried a (4-0-1, Yamaguchi absent) vote to approve the Item 1.k. as recommended.

- 1.n. **Acceptance of Construction Work and Notice of Completion for the Citywide Traffic Signal Repair Project (Multiple Project No.'s)**  
Fiscal Impact: Expense: \$331,987.63 Final Project Cost  
Budgeted: \$453,596.00 FY 2018-19 Capital Improvement Program Budget  
Recommended Action: It is recommended that the City Council:  
1) Accept the work performed by Siemens Industry, Inc., for construction of the Citywide Traffic Signal Repair Project in the total amount of \$331,987.63; and  
2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and  
3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.  
**(Approved 4-0-1, as recommended, Yamaguchi absent)**
- 1.o. **Resolution Amending the City's Conflict of Interest Code**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Review the proposed amendments to the City's Conflict of Interest Code, provide input and/or updates as necessary; and  
2) Approve Resolution R-2019-39, A Resolution of the City Council of the City of Placentia, California, amending the City's Conflict of Interest Code.  
**(Approved 4-0-1, as recommended, Yamaguchi absent)**
- 1.p. **Second Quarter Fiscal Year 2018-19 Financial Update**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Receive and file the Second Quarter Fiscal Year 2018-19 Financial Update for Period Ending December 31, 2018.  
**(Approved 4-0-1, as recommended, Yamaguchi absent)**
- 1.q. **Exclusive Memorandum of Understanding Between the County of Orange and the Cities of Placentia and Buena Park for Additional County Funding for the Operation of North Spa Navigation Centers**  
Fiscal Impact: Revenue: \$625,000 from the County of Orange for operations.  
Recommended Action: It is recommended that the City Council:  
1) Approve the Memorandum of Understanding between the Cities of Buena Park and Placentia and the County of Orange; and  
2) Authorize the City Administrator and/or his designee to make non-substantive amendments as necessary and execute the agreement on behalf of the City, in a form approved by the City Attorney.  
**(Approved 4-0-1, as recommended, Yamaguchi absent)**
- 1.r. **Second Reading of Ordinance No. O-2019-08 Reauthorizing the Public, Educational, and Governmental (PEG) Fee on State Video Franchisees Operating Within the City of Placentia**  
Fiscal Impact: Approximately \$70,000 Annual PEG Restricted Revenue  
Recommended Action: It is recommended that the City Council:  
1) Waive full reading, by title only; and introduce for first reading Ordinance No. O-2019-08, An Ordinance of the City Council of the City of Placentia, California, reauthorizing the Public, Educational, and Governmental fee on State video franchisees operating within the City of Placentia.  
**(Approved 4-0-1, as recommended, Yamaguchi absent)**

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

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

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

Mayor Shader pulled Item 1.s. to request disclosure of the other companies that were considered, and Council requested that cost information be included in future Staff Reports.

Motion by Shader, seconded by Smith, and carried a (4-0-1, Yamaguchi absent) vote to approve the Item 1.k. as recommended.

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

Fiscal Impact: Fiscal Year 2019-20: \$ 153,274 (Estimated)  
Fiscal Year 2020-21: \$ 300,521 (Estimated)

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

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

Fiscal Impact: Expense: \$ 50,000 Consultant Services  
Budgeted: \$ 50,000 FY 2019-20 Operating Budget

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

**2. PUBLIC HEARINGS: None**

**3. REGULAR AGENDA:**

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

Fiscal Impact: Possible Future Grant Funding for Supportive Housing

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2019-41 A Resolution of the City Council of the City of Placentia, California entering into the Joint Exercise of Powers Agreement to become a member of the Orange County Housing Finance Trust; and
- 2) Approve the Orange County Housing Finance Trust Joint Powers Authority Agreement and authorize the City Administrator, or designee, to sign and execute the Agreement; and
- 3) Receive and file the draft bylaws, which are subject to formal adoption by the Orange County Housing Trust's Board of Directors following its creation through the execution

- of the Orange County Housing Finance Trust Joint Powers Agreement by the County of Orange and participating cities; and
- 4) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
  - 5) Authorize the City Administrator, or his designee, to execute all documents necessary, substantially in a form approved by the City Attorney.

City Administrator Arrula gave an overview of the item and introduced Assistant to the City Administrator/Economic Development Manager Jeannette Ortega to give a brief presentation on the Orange County Housing Finance Trust including the definition of a Housing Trust, the formation of the OC Housing Finance Trust, members of the Trust, next steps for the Trust, the fiscal impact, and Staff recommendations.

A brief discussion followed which included whether larger cities may dominate the Orange County Housing Finance Trust based on composition of the Board, whether the Trust would divert funds that may have been applied to the City's affordable housing, the benefits to the City of participating in the Trust, and the option to opt out of the fund after six (6) months.

Motion by Smith, seconded by Green, and carried a (4-0-1, Yamaguchi absent) vote to approve Item 3.a. as recommended.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Wanke requested that Staff investigate issues with the alarm permit renewals, investigate the billing service, and correct billings for residents.

Councilmember Green requested that Staff contact the resident who spoke during Oral Communications regarding the overgrown vines in his neighborhood.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:20 p.m. in memory of Steve Hemstreet, lifelong friend of Councilmember Green, to a resumed Closed Session in the Council Caucus Room.

**ADJOURNED CLOSED SESSION RESUMED**

**CALL TO ORDER:** Mayor Shader called the Adjourned Closed Session to order at 8:30 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Smith, Shader  
ABSENT: Yamaguchi

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:05 p.m. to Tuesday, September 10, 2019 at 5:30 p.m.

ATTEST:

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Rhonda Shader, Mayor/Agency Chair

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Robert S. McKinnell, City Clerk/Agency Secretary

# DRAFT

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES  
September 10, 2019  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor Shader called the meeting to order at 5:32 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Smith, Shader  
ABSENT: Yamaguchi

**ORAL COMMUNICATIONS:** None

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54956.9 (d)(2):  
**CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**  
Significant exposure to litigation: (2 Cases)
2. 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), Placentia Police  
Management Association (PPMA), and Unrepresented Employees

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

**CALL TO ORDER:** Mayor Shader called the meeting to order at 7:01 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Smith, Shader  
ABSENT: Yamaguchi

**STAFF PRESENT:** City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Finance Kim Krause; Acting Chief of Police Brad Butts; Community Services Supervisor Veronica Ortiz; Director of Public Works Luis Estevez; Director of Administrative Services Rosanna Ramirez, Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

**INVOCATION:** Chaplain Kurt Schonheinz

**PLEDGE OF ALLEGIANCE:** Girl Scouts of Orange County, Placentia Service Unit Honor Guard, and Santa Margarita Water District President Sandra Jacobs

**PRESENTATIONS:**

- a. **Presentation of Mayor's "Do the Right Thing" Award to Dennis Blake**  
Recipient: Dennis Blake  
Presenter: Mayor Shader

b. **Recognition of Placentia Pony Baseball Championship Team**

Recipients: Placentia Pony Baseball Team "Outlaws"

Presenters: Mayor Shader

Director of Community Services Sandra Gonzalez

Community Services Supervisor Veronica Ortiz

Community Services Coordinator Matthew Brand

c. **Proclamation of September 17-23, 2019 as Constitution Week**

Recipient: Lin Bates, National Society Daughters of the American Revolution

Presenter: Mayor Shader

**CLOSED SESSION REPORT:**

City Attorney/Agency Counsel Bettenhausen reported that the Council/Agency met in Closed Session to discuss three (3) items listed on the agenda, there was discussion on each, direction was given to Staff, and there was nothing further to report.

**CITY ADMINISTRATOR REPORT:**

City Administrator Arrula announced the appointment of Maintenance Workers Ruben Arrellano and Jonathan Munoz and Office Assistant Jocelyn Garcia to full-time positions.

**ORAL COMMUNICATIONS:**

Tustin resident Ian Cummin spoke on behalf of the Crowther Avenue homeless encampment and suggested ideas to offer employment to those in need.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Green mentioned that he had attended and enjoyed the Placentia Chamber of Commerce and the Placentia Community Foundation's 6th annual Taste of the Town and that the 55<sup>th</sup> annual Placentia Heritage Festival will be held on Saturday, October 12, 2019 at Tri City Park beginning at 7:00 a.m. with a pancake breakfast. The parade along Kraemer Boulevard begins at 10:00 a.m. along with the festivities in the park including the 33<sup>rd</sup> Annual Heritage Car Show. For more information please call the Placentia Community Services Department at (714)993-8232.

Councilmember Green announced that the City of Placentia invites Placentia residents and Placentia Yorba Linda School District students to submit designs for the new Placentia Fire and Life Safety Department Uniform Patch. Designers should incorporate geographical, historical, or fire-based design elements into the patch. Patches should be 5" x 4" and include "Placentia Fire and Life Safety Department" on the patch. All submissions must be received by 4:00 p.m. on October 17, 2019 through [www.placentia.org/patchcontest](http://www.placentia.org/patchcontest).

Councilmember Green explained that the City is devoting resources to construction and improvement of Americans with Disabilities (ADA) access ramps in response to a lawsuit and Settlement Agreement.

Councilmember Wanke noted that he had attended the *Taste of Placentia* and congratulated the Placentia Outlaws championship Pony Baseball team. In honor of Constitution Week, Councilmember Wanke encouraged everyone to read the U.S. Constitution and the Bill of Rights and discuss it with their families.

Councilmember Wanke introduced Interim Fire Chief Scott Ferguson who was hired by the City following the decision to establish the Placentia Fire and Life Safety Department and is leading the City through the transition into establishing our locally-controlled Fire Department. With over ten (10) years of experience as a Fire Chief and 37 years of experience in the fire industry, Fire Chief Ferguson brings a wealth of expertise to Placentia. Fire Chief Ferguson is continuing to build upon the already established agreements to provide mutual and automatic aid to surrounding cities, securing quality fire apparatus, and has begun the groundwork of building a team of dedicated, highly qualified fire personnel that will provide the best services to Placentia residents.

Mayor Pro Tem Smith stated that the Placentia Library District will celebrate the Library's Centennial ribbon cutting ceremony and Grand Re-Opening Saturday, September 14, 2019 from 10:00 a.m.- 1:00 p.m. The public is invited to explore the newly renovated space, enjoy free food, and participate in special activities and events, including a performance by magician Dave Skale.

Mayor Pro Tem Smith announced that the Placentia Chamber of Commerce and the Placita Santa Fe Merchants will be hosting their 2<sup>nd</sup> Annual *Tacos and Tequila* event on Thursday, September 19, 2019 from 5:00 - 9:00 p.m. at Kraemer Memorial Park offering delicious food and drinks by local restaurants; and the sights and sounds of blues, soul, and rock and roll band "Family Style." For additional information, please visit the Placentia Chamber of Commerce's website at [www.placentiachamber.com](http://www.placentiachamber.com).

Mayor Pro Tem Smith mentioned that the Placentia Police Department is now accepting applications for the Citizens Academy which will begin on Wednesday, October 2, 2019 and applications are due September 15, 2019. This eleven-week, non-stress course is designed to provide community members with a better understanding of their Placentia Police Department as well as foster better communications between Police personnel and citizens. The Academy includes instruction in: traffic enforcement, gangs, narcotics, Police K-9 program, crime scene investigation, and much more. For more information, please contact Lieutenant Brian Perry at [bperry@placentia.org](mailto:bperry@placentia.org).

Mayor Pro Tem Smith marked the 18<sup>th</sup> anniversary of the September 11<sup>th</sup> tragedy and invited the public to join American Legion Post 277 for a Patriot's Day Candlelight Ceremony to recognize First Responders and particularly those lost on September 11, 2001.

Mayor Shader issued an invitation to her State of the City Address on Wednesday, September 25, 2019 at 11:15 a.m. at the Alta Vista Country Club, hosted by the Placentia Chamber of Commerce in partnership with the City. Mayor Shader will highlight the City's progress and accomplishments over the last year as well as discuss upcoming developments and events throughout the City. For more information or to purchase tickets for this event, please contact the Placentia Chamber of Commerce at (714) 528-1873 or visit [www.placentiachamber.com](http://www.placentiachamber.com).

Mayor Shader announced that training for the Placentia Community Emergency Response Team (CERT) is provided free of charge and the fall session is scheduled to begin on Friday, October 18, 2019. Classes will be held at Placentia City Hall and the City Yard educating residents about disaster preparedness for hazards that may impact their community. Using the training learned in the classroom and during practical exercises, CERT members can assist others in their neighborhood or workplace immediately following an event when professional emergency responders are not immediately available to help. For the full schedule of classes and registration information, please visit: [www.placentia.org/cert](http://www.placentia.org/cert).

**1. CONSENT CALENDAR (Items 1.a. through 1.m):**

Motion by Wanke, seconded by Green, and carried a (4-0-1, Yamaguchi absent) vote to approve the Consent Calendar Items as recommended.

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

Fiscal Impact: None

Recommended Action: Approve

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

**1.b. City Fiscal Year 2018-19 Register for September 10, 2019**

**Check Register**

Fiscal Impact: \$788,569.20

**Electronic Disbursement Register**

Fiscal Impact: \$ 101,444.14

**City Fiscal Year 2019-20 Register for September 10, 2019**

**Check Register**

Fiscal Impact: \$1,388,275.20

**Electronic Disbursement Register**

Fiscal Impact: \$1,674,920.46

Recommended Action: It is recommended that the City Council:

1) Receive and file

**(Received and filed, Yamaguchi absent)**

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

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

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.d. **Civic Center Campus Joint Use of Facilities Agreement Between the Placentia Library District and the City of Placentia**

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

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve the Civic Center Campus Joint Use of Facilities Agreement between the Placentia Library District and the City; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.e. **Authorization for the Submittal of Application for the Rubberized Pavement Grant Program and All Other CalRecycle Grants for the Next Five (5) Years for Which the City of Placentia Is Eligible**

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

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2019-42, A Resolution of the City Council of the City of Placentia, California authorizing submittal of application(s) for all CalRecycle grants for which the City of Placentia is eligible; and
- 2) Authorize the City Administrator and/or his designee to submit a grant application to the Department of Resources Recycling and Recovery (CalRecycle) for the CalRecycle Rubberized Pavement Grant Program Funding; and execute all necessary grant documents to accept grant funding in a form approved by the City Attorney.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.f. **Acceptance of Resignations from the Cultural Arts Commission**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignations of Melanie Coward and Kristina Muldoon from the Cultural Arts Commission; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancies on the Cultural Arts Commission.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.g. **Acceptance of Resignation from the Financial Audit Oversight Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Cristin Goldman from the Financial Audit Oversight Committee; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancy on the Financial Audit Oversight Committee.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.h. **Third Quarter Fiscal Year 2018-19 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the third quarter Fiscal Year 2018-19 Treasurer's Report.

**(Received and filed, Yamaguchi absent)**

1.i. **Third Quarter Fiscal Year 2018-19 Financial Update**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file the Third Quarter Fiscal Year 2018-19 Financial Update for Period Ending March 31, 2019.

**(Received and files, Yamaguchi absent)**

1.j. **Fiscal Year 2019-20 Budget Amendment – Veterans Monument Expansion Project**

Fiscal Impact: Expense: \$ 14,150  
Revenue (Donations): \$ 7,800  
Fund Balance (FY 2018-19 Rollover): \$ 6,350  
Budgeted (FY 2019-20): \$ 0  
New Appropriation (FY 2019-20): \$ 14,150

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2019-43, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2019-20 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.k. **Replacement Purchase of Mobile Data Computers**

Fiscal Impact: Expense: \$49,962.74  
Revenue: \$49,962.74 Asset Seizure Funds  
No General Fund dollars will be utilized for this purchase.

Recommended Action: It is recommended that the City Council:

1) Approve the purchase of replacement MDCs and necessary equipment and configuration with DuraTech USA, Inc. for an amount not-to-exceed \$49,962.74; and  
2) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.l. **Purchase of Command Staff Vehicles for the Placentia Fire and Life Safety Department**

Fiscal Impact: Expense: \$363,266.46 Total Maximum Purchase Price  
Revenue: \$363,266.46 Maximum Loan Amount as Part of a Future Financing Package

Recommended Action: It is recommended that the City Council:

1) Authorize the City Administrator to approve a purchase order with National Auto Fleet Group Under Master Vehicle Contract No. 120716-NAF, totaling \$363,266.46 for the purchase and up-fitting of three (3) Fire Department command staff vehicles; and  
2) Authorize the City Administrator to include these command staff vehicles in a future financing package an amount not to exceed \$363,266.46, at an interest rate not to exceed 4.0% over a 5-year term, in a form approved by the City Attorney.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

1.m. **Memorandum Of Understanding Between The City and The Placentia Police Management Association**

Fiscal Impact: Fiscal Year 2019-20: \$ 107,799  
Fiscal Year 2020-21: \$ 234,163

Recommended Action: It is recommended that the City Council:

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

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

**2. PUBLIC HEARINGS: None**

**3. REGULAR AGENDA:**

3.a. **Fourth Quarter Fiscal Year 2018-19 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the fourth quarter Fiscal Year 2018-19 Treasurer's Report.  
**(Received and filed)**

Mayor Shader introduced City Treasurer Larson to present a summary of the Fourth Quarter Fiscal Year 2018-19 Treasurer's Report.

3.b. **Amendment to Contract with California Public Employees' Retirement System**

Fiscal Impact: \$2,324,100 (Valuation estimate as of June 30, 2019)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2019-44, A Resolution of Intention to approve an Amendment to the Contract between the Board of Administration California Public Employees' Retirement System and the City Council City of Placentia; and
- 2) Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2019-10, An Ordinance of the City Council of the City of Placentia, California authorizing an Amendment of the Contract between the City Council of the City of Placentia and the Board of Administration of the California Public Employees' Retirement System; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**(Approved 4-0-1, as recommended, Yamaguchi absent)**

City Administrator Arrula introduced Director of Administrative Services Rosanna Ramirez to give a brief verbal report on the Contract Amendment with the California Public Employees' Retirement System.

Motion by Wanke, seconded by Smith, and carried a (4-0-1, Yamaguchi absent) vote to approve Item 3.b. as recommended. City Attorney Bettenhausen clarified that the voted approved both the adoption of Resolution R-2019-44 and the introduction of Ordinance O-2019-10.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Wanke requested that Staff contact the City's demographics company to discuss correcting the City map in regard to the County island and asked that a policy be brought back to council regarding the use of and changes to the City Seal and any logos or slogans used to represent the City.

Mayor Pro Tem Smith commented on the good work of the Contractor and Subcontractors at the intersection of Alta Vista Drive and Kraemer Boulevard and the assistance they have provided to school children and other pedestrians at the intersection.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:52 p.m. to Tuesday, September 24, 2019 at 5:30 p.m.

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Rhonda Shader, Mayor/Agency Chair

ATTEST:

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Robert S. McKinnell, City Clerk/Agency Secretary

# DRAFT

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES**

**September 24, 2019**

**5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor Pro Tem Smith called the meeting to order at 5:32 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Yamaguchi, Smith  
ABSENT: Shader Late

**ORAL COMMUNICATIONS:** None

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

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 recessed to their 7:00 p.m. Regular Meeting.

**CALL TO ORDER:** Mayor Shader called the meeting to order at 7:02 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Yamaguchi, Smith, Shader  
ABSENT: None

**STAFF PRESENT:** City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Finance Kim Krause; Chief of Police Darin Lenyi; Director of Development Services Joe Lambert; Director of Public Works Luis Estevez; Director of Administrative Services Rosanna Ramirez; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

**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 Attorney/Agency Counsel Bettenhausen reported that the Council/Agency met in Closed Session to discuss two (2) items listed on the agenda and Council discussed and gave direction on both.

City Attorney Bettenhausen announced that there was one (1) urgency item to add to the Open Session agenda that arose after the posting of the agenda and required immediate action. He reported that time is of the essence given the Fire and Life Safety Department's July 1, 2020 start date and the upcoming fire season. Putting this item on the agenda will allow the City to place equipment orders as soon as possible.

Motion by Shader, seconded by Wanke, and carried a (5-0) vote to consider the purchase and finance of fire apparatus and fire department tools and one-time capital equipment as Regular Agenda Item 3.b.

**CITY ADMINISTRATOR REPORT:**

City Administrator Arrula introduced three (3) new Placentia team members: Police Officer Kristian Ramirez, Police Officer Selena Hurtado, and Human Resources Analyst Gerardo Chavez.

**ORAL COMMUNICATIONS:**

Placentia resident Meredith Castillo discussed traffic and street concerns in his neighborhood.

Anaheim Homeless Advocate Lou Noble spoke in favor of structured campgrounds for the homeless.

James Harris, residing in the Crowther homeless encampment, requested that the City establish structured campgrounds for the homeless and provide bathrooms and showers.

Crowther homeless encampment resident Ed Reyna urged the City to clean up trash and provide facilities including bathrooms and showers for the homeless in Placentia.

Margo Beck, homeless in Placentia, requested a vacant lot on Industrial Way be rezoned as a structured campground and bathrooms and showers be provided for the homeless.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Yamaguchi congratulated the Placentia Chamber of Commerce for a successful *Tacos and Tequila* event and reminded everyone that the 55<sup>th</sup> annual Placentia Heritage Festival will be held on Saturday, October 12, 2019 at Tri City Park beginning at 7:00 a.m. with a pancake breakfast. The parade along Kraemer Boulevard begins at 10:00 a.m. along with the festivities in the park including the 33<sup>rd</sup> Annual Heritage Car Show. For more information please call the Placentia Community Services Department at (714)993-8232.

Councilmember Yamaguchi announced that he had attended the Orange County Fire Authority (OCFA) Fire Operations and Training and thanked all the Staff and volunteers who made *Concerts in the Park* and *Movies in the Park* successful and enjoyable for Placentia residents. He welcomed the two (2) new officers that were introduced at this meeting and wished the Mayor good luck at her State of the City address.

Councilmember Green announced that the City of Placentia invites Placentia residents and Placentia Yorba Linda School District students to submit designs for the new Placentia Fire and Life Safety Department Uniform Patch. Designers should incorporate geographical, historical, or fire-based design elements into the patch. Patches should be 5" x 4" and include "Placentia Fire and Life Safety Department" on the patch. All submissions must be received by 4:00 p.m. on October 17, 2019 through [www.placentia.org/patchcontest](http://www.placentia.org/patchcontest).

Councilmember Green noted his attendance at the grand opening of Placentia's new Chipotle Restaurant at the intersection of Kraemer Boulevard and Yorba Linda Boulevard, the Centennial Celebration and Grand Opening of the Placentia Library District, and the groundbreaking ceremony for the Springhill Suites by Marriott on Placentia Avenue.

Councilmember Wanke welcomed the new City employees and issued an invitation to Mayor Shader's State of the City Address on Wednesday, September 25, 2019 at 11:15 a.m. at the Alta Vista Country Club, hosted by the Placentia Chamber of Commerce in partnership with the City. Mayor Shader will

highlight the City's progress and accomplishments over the last year as well as discuss upcoming developments and events throughout the City. For more information or to purchase tickets for this event, please contact the Placentia Chamber of Commerce at (714) 528-1873 or visit [www.placentiachamber.com](http://www.placentiachamber.com).

Mayor Pro Tem Smith announced that training for the Placentia Community Emergency Response Team (CERT) is provided free of charge and the fall session is scheduled to begin on Friday, October 18, 2019. Classes will be held at Placentia City Hall and the City Yard educating residents about disaster preparedness for hazards that may impact their community. Using the training learned in the classroom and during practical exercises, CERT members can assist others in their neighborhood or workplace immediately following an event when professional emergency responders are not immediately available to help. For the full schedule of classes and registration information, please visit: [www.placentia.org/cert](http://www.placentia.org/cert).

**1. CONSENT CALENDAR (Items 1.a. through 1.l):**

City Attorney Bettenhausen called attention to Item 1.l., a resolution providing an amendment to the compensation plan for unrepresented Mid-Management and Management employees stating that the law requires the City Attorney to do a brief oral summary of the resolution which he provided.

Mayor Shader pulled Items 1.e. and 1.f., and Mayor Pro Tem Smith pulled Item 1.j.

Motion by Wanke, seconded by Green, and carried a (4-0-1, Yamaguchi absent from the dais) vote to approve the remaining Consent Calendar Items as recommended.

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

Fiscal Impact: None

Recommended Action: Approve

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

**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

**(Received and filed, Yamaguchi absent from the dais)**

**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.

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

**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.

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

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.

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

Mayor Shader pulled Item 1.e. to express her excitement that the Orange County Loop Bikeway is coming to Placentia.

Motion by Shader, seconded by Smith, and carried a (4-0-1, Yamaguchi absent from the dais) vote to approve Item 1.e. as recommended.

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.

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

Mayor Shader pulled Item 1.f. to highlight that fiber optic is coming citywide to Placentia.

Motion by Shader, seconded by Smith, and carried a (5-0) vote to approve Item 1.f. as recommended.

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.

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

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.

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

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.

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

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."

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

Mayor Pro Tem Smith pulled Item 1.j. and invited comments from Councilmember Green who expressed appreciation to the Veterans Advisory Committee for the registration criteria changes and urged the Committee to adopt a residence requirement of thirty (30) years. Following a brief discussion, there was a motion by Wanke, seconded by Green, and carried a (5-0) voice vote to approve Item 1.j. as amended to increase the residence requirement to thirty (30) years.

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, 4<sup>th</sup> 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.

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

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.

**(Approved 4-0-1, as recommended, Yamaguchi absent from the dais)**

**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.

**(Approved 5-0)**

City Administrator Arrula introduced Chief of Police Lenyi who gave a brief verbal report on the purchase of new Police motorcycles and a presentation which included a description of the current fleet and replacement recommendations.

Motion by Wanke, seconded by Smith, and carried a (5-0) vote to approve Item 3.a. as recommended.

3.b. **URGENCY ITEM - 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.

**(Approved 5-0)**

City Administrator Arrula stated that there was urgency to add this item which arose after the posting of the agenda and required immediate action. He reported that time is of the essence given the Fire and Life Safety Department's July 1, 2020 start date and the upcoming fire season. City Administrator Arrula introduced Director of Public Works Estevez to give a brief oral presentation on the item.

A brief discussion followed which included finance rates and terms and the lifespan of the equipment proposed for purchase.

Motion by Green, seconded by Smith, and carried a (5-0) vote to approve Item 3.b. as recommended.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Wanke requested that Public Works Staff investigate the condition of the monument sign on Kraemer Boulevard at the north end of the City and contact the County to remove dead trees on Palm Drive.

Mayor Pro Tem Smith requested that signage at the City's parks be repaired or replaced.

City Administrator Arrula suggested that the Council consider standardized plaques throughout the City's parks memorializing the City's upcoming Centennial.

Councilmember Wanke stated that the parcel referenced in Oral Communications earlier at this meeting is not a city-owned parcel but is owned by a private party.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:15 p.m. to Tuesday, October 1, 2019 at 5:30 p.m.

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Rhonda Shader, Mayor/Agency Chair

ATTEST:

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Robert S. McKinnell, City Clerk/Agency Secretary

# DRAFT

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES**

**October 1, 2019**

**5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor Shader called the meeting to order a 5:30 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Yamaguchi, Smith, Shader  
ABSENT: None

**ORAL COMMUNICATIONS:**

The City Council added a new agenda item to the Closed Session proceedings. Motion by Green, seconded by Wanke, and carried a (5-0) vote to add Item 3 – Potential Litigation to the Closed Session agenda.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54956.9(d)(4):  
**CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**  
Initiation of Litigation: (1 Case)
2. 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)
3. Pursuant to Government Code Section 54956.9(d)(4):  
**CONFERENCE WITH LEGAL COUNSEL – Potential Litigation**

**RECESS:** The City Council and Board of Directors recessed to their 7:00 p.m. Regular Meeting.

**CALL TO ORDER:** Mayor Shader called the meeting to order at 7:02 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Yamaguchi, Smith, Shader  
ABSENT: None

**STAFF PRESENT:** City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Rosanna Ramirez; Director of Finance Kim Krause; Chief of Police Darin Lenyi; Director of Public Works Luis Estevez; Director of Development Services Joe Lambert; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega; Community Services Supervisor Veronica Ortiz

**INVOCATION:** Chaplain Kenneth Curry

**PLEDGE OF ALLEGIANCE:** Councilmember Green

## **PRESENTATIONS:**

- a. **Presentation to Israel Salazar of BNSF**  
Recipient: Israel Salazar, BNSF  
Presenter: Mayor Shader
  
- b. **Proclamation of October 6-12, 2019 as Fire Prevention Week**  
Recipient: OCFA Battalion Chief Phil Johnson  
Presenter: Mayor Shader

## **CLOSED SESSION REPORT:**

City Attorney/Agency Council Bettenhausen reported that the Council/Agency met in Closed Session to discuss three (3) items listed on the agenda, there was discussion on all three items, and there was nothing further to report.

City Attorney Bettenhausen requested that the Council add an attachment to Item 3.a. He stated that the California Public Employees Retirement System (CalPERS) provided an agreement to the City that would be adopted at the same time as the second reading of the ordinance. Motion by Green, seconded by Wanke, and carried a (5-0) vote, to add the CalPERS agreement as an attachment to Item 3.a.

## **CITY ADMINISTRATOR REPORT:**

City Administrator Arrula stated that there were no items on the City Administrator report.

## **ORAL COMMUNICATIONS:**

Chase Wickersham, an Orange County resident and advocate for Veteran services, discussed the Orange County Veteran and Family collaborative who provide a variety of services to veterans such as employment, housing, and education. He thanked the Council and the City for their support of the Placentia Veteran's Village and their support of local veterans.

Placentia resident Elisabeth Sammons addressed the Council regarding the increasing coyote population in Placentia and Yorba Linda. She asked the Council if the City could educate residents on coyotes and how to be proactive.

## **CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Yamaguchi congratulated Mayor Shader on a successful State of the City event. He commended Mayor Shader for including the Council and the community in the event. He reminded residents that the annual Heritage Festival will be taking place at Tri-City Park on October 12, 2019 beginning at 7:00 a.m. with the Parade beginning at 9:15 a.m. There will be food, games, and the annual Car Show. For more information, please visit [placentia.org](http://placentia.org). He announced that the City is recruiting for Commissions and Committees. For more information on Commissions and Committees, please visit [placentia.org](http://placentia.org) or email Deputy City Clerk Karen O'Leary at [koleary@placentia.org](mailto:koleary@placentia.org). He noted that more information on Commissions and Committees will be covered in Item 1.e.

Councilmember Green announced the City is currently accepting applications for the Military Banner Program. The program honors and recognizes Placentia residents who currently serve in the Air Force, Army, Coast Guard, Marines, National Guard, or Navy. The honoree must have a current place of residence in the City or immediate family member who lives in the City. The banners will be displayed along Kraemer Boulevard and Yorba Linda Boulevard and will be displayed for a period of two (2) years. Applications will be accepted until October 21, 2019 and the cost for a banner is \$260. For more information, please visit [www.placentia.org/militarybanner](http://www.placentia.org/militarybanner).

Councilmember Wanke congratulated the Mayor on the State of the City event. He announced that the Placentia Community Response Team (CERT) program which educates and provides disaster training to residents will begin on Friday, October 18, 2019. The course is free and will take place at City Hall and the Placentia Corporation Yard. For the full schedule of classes and more information on the program, please visit [placentia.org/cert](http://placentia.org/cert).

Mayor Pro Tem Smith thanked the Mayor and Staff for a wonderful State of the City event. He reminded residents that the City is conducting a contest for the design of the Fire Department patch. The design should incorporate geographical, historical or fire designed based elements. The patches should not

exceed five (5) inches by four (4) inches and must include the words "Placentia Fire and Life Safety Department." All submissions must be submitted by 4:00 p.m. on October 17, 2019 at [www.placentia.org/patchcontest](http://www.placentia.org/patchcontest). For more information visit [www.placentia.org/patchcontest](http://www.placentia.org/patchcontest).

Mayor Shader thanked the Council for their comments on the State of the City and announced *Coffee with a Cop* on Wednesday, October 2, 2019 at the new Starbucks on Kraemer Boulevard and Yorba Linda Boulevard. Enjoy a free regular sized cup of coffee and speak with Placentia Police Officers. For more information visit [www.placentia.org](http://www.placentia.org).

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

City Attorney Bettenhausen requested that the Council pull Item 1.e. for further discussion. Motion by Green, seconded by Yamaguchi, and carried a (5-0) vote to approve the remaining Consent Calendar Items as recommended.

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

Fiscal Impact: None

Recommended Action: Approve

**(Approved 5-0, as recommended)**

**1.b. City Fiscal Year 2018-19 Register for October 1, 2019**

**Check Register**

Fiscal Impact: \$52,598.52

**City Fiscal Year 2019-20 Register for October 1, 2019**

**Check Register**

Fiscal Impact: \$3,006,019.67

**Electronic Disbursement Register**

Fiscal Impact: \$ 420,425.54

Recommended Action: It is recommended that the City Council:

1) Receive and file

**(Received and Filed)**

**1.c. Adoption of Resolution for Federal Transportation Improvement Program for Fiscal Year 2020-21 Through Fiscal Year 2025-26**

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

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution R-2019-47, A Resolution of the City Council of the City of Placentia, California, which certifies that the City of Placentia has the resources to fund the projects in the Federal Fiscal Year 2021-22 through Fiscal Year 2025-26 Federal Transportation Improvement Program and affirms its commitment to implement all projects in the program.

**(Approved 5-0, as recommended)**

**1.d. Acceptance of the Office of Traffic Safety "Selective Traffic Enforcement Program" (STEP) Grant for 2019-2020**

Fiscal Impact: Expense: \$ 55,000 (Account No. 503041-5015)

Budgeted: \$ 70,000 FY 2019-20 Budget

Recommended Action: It is recommended that the City Council:

1) Accept the Office of Traffic Safety Grant; and

2) Direct the Chief of Police to complete and execute the necessary documents.

**(Approved 5-0, as recommended)**

**1.e. Revisions to Various City Commissions and Committees**

Fiscal Impact: Expense: None

Recommended Action: It is recommended that the City Council:

1) Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2019-11, An Ordinance of the City Council of the City of Placentia, California amending portions of Title 2, Administration and Personnel, of the Placentia Municipal Code to add, delete, combine, and update various City commissions, boards, and committees, and to establish rules governing them; and

- 2) Adopt Resolution No. R-2019-48, A Resolution of the City Council of the City of Placentia, California amending membership and deleting certain City committees, and establishing certain guidelines governing their meetings and operation; and
- 3) Direct Staff to amend the City's Commission, Committee and Board Handbook to coincide with the proposed revisions; and
- 4) Direct Staff to continue the recruitment process for applicants to fill the balance of City commission and committee vacancies and schedule interviews for October 15, 2019 at 4:00 p.m. for consideration to fill said vacancies.

**(Approved 5-0, as recommended)**

City Attorney Bettenhausen pulled Item 1.e. stating that the first reading of an ordinance is typically a Regular Agenda Item.

Councilmember Yamaguchi stated that in the chart in Attachment 1 to Item 1.e. it states that all Commissions and Committees may change their meeting time without City Council approval. He stated that there was a stipulation that all meetings take place after 5:00 p.m. in order for members of the community to participate. He wanted to clarify the conflicting language.

City Attorney Bettenhausen stated that he included language in the ordinance to allow for the creation of Committees and, unless there was contrary language, the Committees would have freedom to choose their meeting times. If there is language in the Municipal Code or a resolution then it must be followed.

Councilmember Wanke stated that he and Councilmember Yamaguchi participated in the Commissions and Committees Ad-Hoc Committee to address issues with Commissions and Committees.

Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote as recommended.

## **2. PUBLIC HEARINGS:**

### **2.a. General Plan Amendment (GPA) 2018-02: Rich Heritage, Bright Future: Placentia General Plan (General Plan Update) and Related Draft Environmental Impact Report (EIR 2019-01)**

Fiscal Impact: Revenue: N/A

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning General Plan Amendment 2018-02 and Environmental Impact Report 2019-01; and
- 2) Receive the Staff Report, consider all Public Testimony, and ask questions of Staff; and
- 3) Consider the additional changes to the Proposed General Plan Land Use Map as recommended by the General Plan Advisory Committee and Planning Commission: Re-designate 550 Richfield Rd., 527 Fee Ana St., 507 Fee Ana St., 506 Fee Ana St. (APNs 346-015-13, 346-015-07, 346-015-14, 346-241-13) from High Density Residential to Industrial; and
- 4) Close the Public Hearing; and
- 5) Adopt Resolution No. R-2019-49, A Resolution of the City Council of the City of Placentia, California, certifying and adopting the Final Environmental Impact Report (EIR 2019-01) State Clearinghouse No. 2018101031 and related Mitigation Monitoring and Reporting Program, and approving and adopting the proposed General Plan Update entitled Rich Heritage, Bright Future - Placentia General Plan, General Plan Amendment (GPA 2018-02); and
- 6) Direct Staff to file a Notice of Determination.

**(Approved 4-1, as recommended, Yamaguchi voted no)**

Mayor Shader opened the Public Hearing at 7:32 p.m.

Noting no members of the public wishing to address the Council on the item, Mayor Shader called for the Staff Report. City Administrator Arrula called Director of Development Services Joe Lambert to give a brief presentation on the Item.

City Administrator Arrula stated that the General Plan has been a work in progress for forty years. He noted that there are elements in the update that are not required by the State, however, are progressive for the City.

Director of Development Services Lambert started the presentation by thanking the General Plan Update Team and the Council for their work and participation on the General Plan Update. City Administrator Arrula acknowledged the General Plan Advisory Committee for their work on the General Plan Update.

Director Lambert continued the presentation on Placentia's General Plan which included the City's comprehensive, long-range vision; community, Commission, and Staff input; Health, Wellness, and Environmental Justice input; the City's current General Plan; ten (10) proposed General Plan Elements; improving and expanding the Plan; three (3) new elements added; the Health, Wellness, and Environmental Justice Element; the Sustainability Element; the Economic Development Element; the Land Use (LU) Element; LU Amendments since 1977; existing LU map with amendments; proposed land use amendments with the General Plan Update; land use recommendations; the Conservation Element; the Open Space/Recreation Element; the Noise Element; the Safety Element; climate change impacts; the Housing Element; and Staff Recommendations.

City Administrator Arrula stated that a paragraph was added in the Land Use Element post Planning Commission that indicated that occasionally Cities have Land Uses that are not one hundred percent compatible with the General Plan or Municipal Code.

City Attorney Bettenhausen clarified that the addition to the Land Use Element is common and recognized by the Courts.

City Administrator Arrula thanked Director Lambert, his Staff, and the General Plan Update Team for their work on the General Plan update.

Director Lambert thanked Associate Planner Lesley Whitaker her for her contribution to the General Plan Update.

Councilmember Yamaguchi requested clarification regarding the addition of residential areas along the Orangethorpe rail corridor in the Atwood neighborhood. He also noted the potential of cross contamination from industrial pollutants in the soil.

Following a brief discussion, Director Lambert stated that the new residential areas create continuity with the neighboring areas. In addition, the soil located in that area may not be optimal for concrete building and may be used for residential areas. Regarding safety, CEQA did not indicate any impacts with changing the Land Use to a high-density residential area. Director Lambert noted the Atwood flood channel would serve as a barrier and that a walking path was being considered between the future Veterans Village and the park.

Councilmember Green thanked the Staff for their work on the General Plan Update.

Councilmember Wanke thanked Staff and the consultants for their work on the project.

Mayor Shader commented that the General Plan is very important to the City and hopes that this Plan will show future grant providers the City's vision.

Mayor Shader closed the Public Hearing at 8:19 p.m.

Motion by Wanke, seconded by Green, and carried a (4-1, Yamaguchi voted no) vote to approve Item 2.a. as recommended.

2.b. **Establishment of Fees for the Registration of Short-Term Rentals, Adjustment to Massage Establishment and Massage Technician Permitting Fees, and Adjustment to Landscape Plan Review Fees**

Fiscal Impact: Revenue: Approximately \$10,000 of New Revenue Per Year (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing to consider amending the Comprehensive Fee Schedule for certain City fees, rates, and charges for various City services; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2019-50, A Resolution of the City Council of the City of Placentia, California, establishing and adjusting certain City fees, rates and charges for various City services.

**(Approved 5-0, as recommended)**

Mayor Shader opened the Public Hearing at 8:19 p.m.

Noting no members of the public wishing to address the Council on the item, Mayor Shader called for a Staff Report on the item. City Administrator Arrula called Director of Development Services Lambert to present a report on the item.

Director Lambert indicated the addition of a short-term rental user fee that was created following the Council approval of short-term rentals and the reduction in the massage establish permit fee. He stated that that landscape plan reviews will need to be reviewed by external landscape architects.

Mayor Pro Tem Smith commended Director Lambert for addressing issues with short-term rentals and plans for enforcement of regulations. He also stated that with the reduction of fees for massage establishments and technicians, the City needs to be diligent with compliance checks to ensure the legitimacy of massage parlors.

Following a brief discussion, Director Lambert stated that the fees pertain to the application and that enforcement could be added to the application fees.

Mayor Shader closed the Public Hearing at 8:28 p.m.

Motion by Wanke, seconded by Green, and carried a (5-0) vote to approve Item 2.b. as recommended.

### **3. REGULAR AGENDA:**

#### **3.a. Second Reading of Ordinance Amending the Contract With California Public Employees' Retirement System**

Fiscal Impact: \$2,324,100 (Valuation estimate as of June 30, 2019)

Recommended Action: It is recommended that the City Council:

1. Waive full reading, by title only, and adopt Ordinance No. O-2019-10, An Ordinance of the City Council of the City of Placentia, California authorizing an Amendment of the Contract between the City Council of the City of Placentia and the Board of Administration of the California Public Employees' Retirement System; and
2. Approve the Agreement authorizing the termination of a portion of the contract with the Board of Administration, California Public Employees' Retirement System; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

City Administrator Arrula introduced Director of Administrative Services Rosanna Ramirez to discuss Item 3.a. and the additional attachment introduced after the posting of the agenda.

Director Ramirez stated that this Agreement and ordinance terminates a portion of the previous Agreement with CalPERS regarding the retirement of future employees for the Fire and Life Safety Department.

City Administrator Arrula clarified that the Agreement received earlier this evening was prepared by CalPERS legal Staff and CalPERS Staff.

Motion by Green, seconded by Wanke, and carried a (5-0) vote to approve Item 3.a. as recommended with the addition of the late added Agreement.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Green thanked the Mayor and Staff for a wonderful State of the City event.

Councilmember Wanke offered ideas for succession planning for the City and requested that the Police Department enforce all laws regarding the homeless encampment.

Mayor Shader clarified that *Coffee with A Cop* is Wednesday, October 2, 2019 at 7:30 p.m.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:34 p.m. to Tuesday, October 15, 2019 at 5:30 p.m.

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Rhonda Shader, Mayor/Agency Chair

ATTEST:

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Robert S. McKinnell, City Clerk/Agency Secretary

# DRAFT

## MINUTES OF A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF PLACENTIA OCTOBER 15, 2019

A Special Meeting of the City Council of the City of Placentia was held in the Administrative Conference Room 1 of the Placentia City Hall, 401 E. Chapman Avenue, Placentia, CA 92870, at 4:00 p.m. on Tuesday, October 15, 2019.

**CALL TO ORDER:** Mayor Shader called the meeting to order at 4:05 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Yamaguchi, Smith, Shader

ABSENT: None

**ORAL COMMUNICATIONS:** None

**REGULAR AGENDA:**

1. Interview of Applicants for Various City Commissions and Committees

Council met to conduct interviews with twelve (12) candidates for twenty-three (23) positions on various City Commissions, Committees, and Boards.

Councilmembers interviewed the following candidates: Meredith Castillo, Robert Dewey, Johnnie Broadfoot, Kathy Barocsi, Robert Nixon, Pat Alvarez, Nick Polichetti, Tricia Montelongo, Lisa Quental, Matthew Rocke, Johnny McBride, and Maryam Zeineddine.

Selection and appointments will be made during the 7:00 p.m. Regular Meeting to be held October 15, 2019.

**ADJOURNMENT:**

The City Council will adjourn to its Regular Meeting on Tuesday, October 15, 2019 at 5:30 p.m.

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Rhonda Shader, Mayor/Agency Chair

ATTEST:

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Robert S. McKinnell, City Clerk/Agency Secretary

# DRAFT

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES  
October 15, 2019  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor Shader called the meeting to order at 5:30 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Yamaguchi, Smith, Shader  
ABSENT: None

**ORAL COMMUNICATIONS:**

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54956.9 (d)(2):  
**CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**  
Significant exposure to litigation: (1 Case)
2. Pursuant to Government Code Section 54956.9(d)(4):  
**CONFERENCE WITH LEGAL COUNSEL- Potential Initiation of Litigation**  
Initiation of Litigation: (1 Case)
3. 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)

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

**CALL TO ORDER:** Mayor Shader called the meeting to order at 7:00 p.m.

**ROLL CALL:**

PRESENT: Councilmember/Board Member Green, Wanke, Yamaguchi, Smith, Shader  
ABSENT: None

**STAFF PRESENT:** City Administrator/Executive Director Damien R. Arrula, City Attorney/Authority Counsel Christian L. Bettenhausen, Director of Administrative Services Rosanna Ramirez, Director of Finance Kim Krause, Chief of Police Darin Lenyi, Director of Community Services Karen Crocker, Director of Public Works Luis Estevez, Director of Development Services Joe Lambert, Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

**INVOCATION:** Chaplain Kenneth Curry

**PLEDGE OF ALLEGIANCE:** Boy Scout Troop 723 Honor Guard and President of the Board for the East Orange County Water District Doug Davert

## **PRESENTATIONS:**

a. **Proclamation of October 2019 as Domestic Violence Awareness Month**

Recipient: Women's Transitional Living Center (WTLC) CEO Mark Lee

Presenter: Mayor Shader

### **CLOSED SESSION REPORT:**

City Attorney/Agency Council Bettenhausen stated that there were three (3) items on the Closed Session agenda and there was nothing further to report.

### **CITY ADMINISTRATOR REPORT:**

City Administrator Arrula introduced three new Placentia team members: Interim Community Services Director Karen Crocker, Custodian Andrew Hyer, and Office Assistant Blake Carri.

### **ORAL COMMUNICATIONS:**

President of the Placentia Founders Society Judie Dee thanked the Council and Staff for their support of the current lease of the Bradford House and hoped that it would continue following the agenda item concerning the lease of the Bradford House.

Longtime Placentia resident Meredith Castillo addressed the Council regarding the Heritage Parade thanking Staff and the City Council for a fantastic Heritage Festival Parade.

Lou Noble, a homeless advocate for structure campgrounds, advocated for proper sanitation for the homeless population.

Placentia residents Richard and Laurinda Fuller addressed the Council regarding a resident that does not maintain his fireplace and uses it daily. They also addressed a rodent issue and termites in his backyard.

City Administrator Arrula commented that he has addressed the issue with Director of Development services Joe Lambert and the resident has installed a spark arrestor for his chimney. The device was verified by City Staff.

Karen Simo, a Placentia resident addressed concerns over air quality related to a resident's fireplace.

Placentia resident Gerald Zirschky addressed issues regarding a fireplace belonging to a Placentia resident on El Dorado Street and commented on cars parked on the resident's yard, overgrown bushes, and potential fire dangers.

Tina Braden thanked the City of Placentia for supporting Collette's Children Home.

Billy O'Connell, Executive Director and Founder of Collette's Children Home, thanked the City Council for their support of Collette's Children Home. He stated that by November 4, 2019 they have taken over 5,000 women and children off the streets and Collette's could manage the future Navigation Center.

Placentia resident Joshua Correa thanked the organizations that are contributing to help stop homelessness in Placentia and voiced his support for homeless advocate Lou Noble.

### **CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Yamaguchi thanked Staff, the Heritage Committee, and those who participated in the Heritage Festival. He also welcomed new Interim Community Services Director Karen Crocker to the Placentia family. He announced the Great California Shake Out, which will take place on October 1, 2019 at 10:17 a.m. For more information, please visit [www.shakeout.org](http://www.shakeout.org).

Councilmember Green requested that Staff investigate the matter concerning the resident and his chimney and the potential safety hazards it creates. He noted that after the Heritage parade, he attended the Orange County Police Association Canine Show at Glover Stadium. He announced that the City is currently accepting applications for the Placentia Military Banner Program. Honorees must be currently enlisted in the military and currently residing in Placentia or have an immediate family member that resides in Placentia. Applications are being accepted until October 21<sup>st</sup>. The banners will be displayed for two years. The cost of the banner is \$260. For more information visit [www.placentia.org/militarybanner](http://www.placentia.org/militarybanner).

Councilmember Wanke mentioned that he attended the Heritage Parade and thanked Staff and the Heritage Committee for a wonderful event.

Mayor Pro Tem Smith thanked the Heritage Committee and Staff for the successful Heritage Festival. He announced the *Tip A Cop* program will take place on Thursday, October 24, 2019 from 4:00 to 8:00 p.m. at Craftsman Wood Fire Pizza.

Mayor Shader thanked the Heritage Committee and Staff for another wonderful Heritage Festival. She also thanked Placentia residents for attending the Festival.

**CONSENT CALENDAR (Items 1.a. through 1.j):**

Councilmember Wanke pulled Item 1.d. for further discussion. Motion by Wanke, seconded by Smith, and carried a (5-0) vote to approve the remaining Consent Calendar Items as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Fiscal Impact: None  
Recommended Action: Approve  
**(Approved 5-0, as recommended)**
- 1.b. **City Fiscal Year 2019-20 Register for October 15, 2019**  
**Check Register**  
Fiscal Impact: \$380,110.98  
**Electronic Disbursement Register**  
Fiscal Impact: \$794,964.05  
Recommended Action: It is recommended that the City Council:  
1) Receive and file  
**(Received and Filed)**
- 1.c. **Award of Contract to Golden Bell Products, Inc. for Sewer Manhole Maintenance Services**  
Fiscal Impact: Expense: \$ 41,800 Total Cost for Services  
Budgeted: \$ 20,900 FY 2019-20 Sewer Maintenance Fund (484356-6120)  
\$ 20,900 Estimated FY 2020-21 Sewer Maintenance Fund  
Recommended Action: It is recommended that the City Council:  
1) Approve a Maintenance Services Agreement with Golden Bell Products, Inc. for Sewer Manhole Maintenance Services in an amount not-to-exceed \$41,800, for an initial two-year contract term ending on October 15, 2021, with the option to extend for one (1) additional two-year term; and  
2) Authorize the City Administrator to approve contract change orders up to 10% of the annual contract not-to-exceed amount per year; and  
3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and  
4) Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City.  
**(Approved 5-0, as recommended)**
- 1.d. **Award of Construction Contract to Petrochem Manufacturing, LLC. for Construction of the FY 2019-20A Residential Slurry Seal Project (City Project No. 1001)**  
Fiscal Impact: Expense: \$ 682,300 Construction Contract Amount  
Budgeted: \$ 867,000 FY 2019-20 RMRA Fund Budget (601001-6185)  
\$ 400,000 FY 2019-20 M2 Fund Budget (181001-6185)  
\$ 58,000 FY 2019-20 SB1 Gas Tax Fund Budget (171001-6185)  
Recommended Action: It is recommended that the City Council:  
1) Award a construction contract to Petrochem Materials Innovation, LLC, for the FY 2019-20 Residential Slurry Seal Project for a not-to-exceed amount of \$682,292.04; and  
2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.  
**(Approved 5-0, as recommended)**

Councilmember Wanke pulled Item 1.d. to point out the City's awareness of the public's concerns over the road conditions in Placentia.

Councilmember Yamaguchi requested Staff update the PDF on the website so that the street names are more visible.

Motion by Wanke, seconded by Green, and carried a (5-0) vote to approve the item as recommended.

1.e. **Approval of New Lease Agreement Between the City of Placentia and the Placentia Founders Society for Use of the Bradford House**

Fiscal Impact: Expense: Not to Exceed \$7,500 Per Year

Budgeted: \$ 7,500 FY 2019-20 Risk Management Fund (404582-6201)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Lease Agreement between the City and the Placentia Founders Society for the use, maintenance, and upkeep of the Bradford House for a term ending December 31, 2024; and
- 2) Authorize the City Administrator and/or his designee to make non-substantive amendments as necessary and execute the lease on behalf of the City, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.f. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 for the Operation of the Tamale Festival Scheduled for Wednesday, December 11, 2019**

Fiscal Impact: Expense: \$ 12,300 Estimated General Fund Cost

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

Recommended Action: It is recommended that the City Council:

- 1) Approve the Placita Santa Fe Merchants Association Tamale Festival on December 11, 2019, contingent upon the Merchants Association continuing to work with City Staff to obtain all appropriate permits and insurance, and agreeing to follow all City regulations for the event and to reimburse the City \$8,000 for approximately 65 percent of event costs; and
- 2) Adopt Resolution No. R-2019-51, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory ordinance sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Tamale Festival on December 11, 2019 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.

**(Approved 5-0, as recommended)**

1.g. **Resolutions Authorizing Approval of Grant Applications for the Statewide Park Development and Community Revitalization Program**

Fiscal Impact: Expense: \$ 12,511,000 Park Improvement Expenses

Budgeted: \$ 0 FY 2019-20 Budget (Will Require Budget Amendment)

Revenue: \$12,511,000 (Prop 68 State Grant Funds)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolutions Nos. R-2019-52 through R-2019-57, Resolutions of the City Council of the City of Placentia, California, approving the applications for the Statewide Park Development and Community Revitalization Program grant funds for Jaycee Parkette, Kraemer Memorial Park, La Placita Parkette, McFadden Park, Parque De Los Ninos, and Santa Fe Park; and
- 2) Determine that these projects are exempt from Environmental Review pursuant to Sections 15332, 15301 and 15304 of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; and
- 3) Authorize the City Administrator, and/or his designee, to execute the necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.h. **Resolution Authorizing the Filing of an Application to the State of California Housing and Community Development Department for the SB 2 Planning Grant Program**

Fiscal Impact: Expense: \$ 160,000 Community Development Projects  
Budgeted: \$ 0 FY 2019-20 Budget (Will Require Budget Amendment, If Awarded)  
Revenue: \$ 160,000 Grant Funding

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2019-58, A Resolution of the City Council of the City of Placentia, California authorizing application for, and receipt of, SB 2 Planning Grants Program Funds; and
- 2) Authorize the City Administrator or his designee to apply for the California Department of Housing and Community Development (HCD) SB 2 Planning Grants Program (PGP) in the amount of \$160,000; and
- 3) Authorize the City Administrator or his designee to execute the necessary documents, in a form approved by the City Attorney.

**(Approved 5-0, as recommended)**

1.i. **Purchase of a New Police SWAT Truck Using Funds from Measure U and Public Safety Community Facilities District**

Fiscal Impact: Expense: Not to Exceed \$85,000  
Budgeted: \$ 55,000 FY 2019-20 Measure U Fund (798004-6842)  
\$ 30,000 FY 2019-20 Public Safety CFD Fund (558004-6842)

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of a new specialty SWAT truck from National Auto Fleet Group totaling \$74,494.03; and
- 2) Approve the use of West Coast Lights & Sirens, Inc. as the designated company for the purchase and installation of the required emergency equipment totaling \$10,505.62; and
- 3) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

1.j. **Second Reading of Ordinance Revising Various City Commissions and Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance No. O-2019-11, An Ordinance of the City Council of the City of Placentia, California amending portions of Title 2, Administration and Personnel, of the Placentia Municipal Code to add, delete, combine, and update various City commissions, boards, and committees, and to establish rules governing them.

**(Approved 5-0, as recommended)**

**2. PUBLIC HEARINGS:** None

**3. REGULAR AGENDA:**

3.a. **Award of Professional Services Agreement with Path (People Assisting the Homeless) for the Operation of a Year-Round Navigation Center/Emergency Shelter Located at 731 S. Melrose Street**

Fiscal Impact: Expense: \$1,582,560 Placentia Regional Navigation Center Fund  
Revenue: \$1,600,000 North Service Planning Area Cities MOU

Recommended Action: It is recommended that the City Council:

1. Approve an initial two (2) year Professional Services Agreement with People Assisting the Homeless (PATH) for the operation and management services of the Placentia Navigation Center located at 731 S. Melrose Street in the approximate annual amount of \$1,600,000 with an option to extend for four (4) additional two-year terms; and
2. Authorize the City Administrator to approve eligible contract term extensions for four (4) additional two-year terms at an amount not to exceed 3% over the compensation

in the prior term and not to exceed ten (10) years, based upon contractor performance and at the discretion of the City; and

3. Authorize the City Administrator and/or his designee to meet and confer with PATH to finalize the Management, Operations, and Public Safety Plan of the Placentia Navigation Center; and
4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**(Approved 4-1, as recommended, Wanke voted no)**

City Administrator Arrula provided a background on the Placentia Navigation Center and introduced Community Services Supervisor Veronica and Ortiz Evan Miles of HomeAid to give a presentation on the Request for Proposal (RFP) process which included the background on HomeAid Orange County, HomeAid Family Care Center, RFP development, RFP Process and Timeline, the criteria for an operator, the criteria for evaluation of properties, RDP panelists' backgrounds, proposed budget and proposal scores, overview of People Assisting the Homeless (PATH) and the evaluation panel recommendations of operations.

City Administrator Arrula presented the Staff review of the panel recommendation, the reference review, Staff review of PATH's background, PATH's current navigation and emergency shelter facilities, PATH's partnerships, PATH representatives, Staff recommendation, and Next Steps.

City Administrator Arrula stated he award of services did not need to be approved by the rest of the members of the North SPA.

There was a brief discussion regarding the responsibility of unforeseen costs of the Navigation Center; whether this project can go out to bid once the contract expires; where complaints of service will be directed; a condition in the MOU regarding reimbursement from partnering cities; what the wind down would be if the operator was problematic; what the City's oversight would be if there were problems with the operator, the ownership, or the equipment within the facility; and PATH's lack of knowledge of the Placentia community.

Mayor Shader requested feedback from Committee Members that were not on the Council on what influenced their decision. Vivian Perez stated that PATH sold the panel on the best interest of the City and, from a business perspective, were determined to provide a good product to the Placentia community and the homeless population. Josh Correa stated that he agreed with Vivian's sentiments. He stated that the panel was in consensus on selecting PATH as the provider. He stated that Mercy House scored higher in the written portion because of their connection to the community. He stated he was impressed with PATH's investment in housing solutions for the homeless and the individuals from PATH all had the same goal. He was also impressed with PATH's community involvement in the areas their facilities operate. Although PATH does not have facilities in Orange County, they mentioned their interest in being involved in the Orange County community.

Mayor Shader requested that a representative from PATH answer a few questions she had regarding the plan for surrounding neighbors and businesses, the process for getting the homeless into the Navigation Center, and their willingness to working with local churches and groups that offer services.

Tesha Uribe, Chief Programs Officer for PATH, stated that in each community they have facilities, they set up a Neighborhood Advisory Board. She stated that PATH will work with the local organizations that are currently working with the homeless to transition them into the Navigation Center once it is open. Ms. Uribe stated that in all of their sites they work with volunteers. In their proposal, they have a Volunteer Coordinator that would work with local groups.

Motion by Green, seconded by Smith, and carried a (4-1, Wanke voted no) vote to approve Item 3.a. as recommended.

3.b. **Accept Resignations and Make Appointments to Fill Vacancies on Various City Commissions and Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1. Accept the resignations listed below:

- a. Janice Lacher, Heritage Committee since August 20, 2013
  - b. Vic Tomazic, Planning Commission since September 16, 2008
  - c. Heather Francine, Planning Commission since January 20, 2015
  - d. James Schenck, Planning Commission since August 20, 2013
  - e. David Johnson, Veterans Advisory Committee since November 15, 2011; and
2. Make the necessary appointments to fill the vacancies listed below:
    - a. One (1) vacancy on the Financial Audit Oversight Committee
    - b. Three (3) vacancies on the Heritage Committee
    - c. One (1) vacancy on the Historical Committee
    - d. Five (5) vacancies on the "new" Park Arts & Recreation Commission (PARC)
    - e. Three (3) vacancies on the Planning Commission
    - f. Three (3) vacancies on the Senior Advisory Committee
    - g. Five (5) vacancies on the Streetscape & Transportation Advisory Commission
    - h. Four (4) vacancies on the Veterans Advisory Committee; and
  3. Direct Staff to update the City's master Commission and Committee vacancy list and continue the Commission and Committee Application/Recruitment process for any remaining vacancies and present to City Council at a future meeting for consideration of appointments.

**(Approved 5-0, as recommended, to accept the resignations of Janice Lacher, Vic Tomazic, Heather Francine, James Schenck and David Johnson)**

Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to accept the resignations of Janice Lacher, Vic Tomazic, Heather Francine, James Schenck and David Johnson.

Councilmember Wanke asked for clarification on the process for nominating members of Committees and Commissions. City Attorney Bettenhausen stated that it is by consensus unless there is contention on a nomination. Mayor Shader stated they will nominate candidates per Committees.

Mayor Shader requested a nomination for the Financial Audit Oversight Committee. Motion by Wanke, seconded by Green, and carried a (5-0) vote to nominate Maryam Zennedine to the Financial Audit Oversight Committee.

Motion by Yamaguchi, seconded by Smith, and carried a (5-0) vote to nominate Robert Nixon to the Heritage Committee.

Motion by Wanke, seconded by Smith, and carried a (5-0) vote to nominate Meredith Castillo to the Heritage Committee.

Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote to nominate Lisa Quental to the Historical Committee.

Motion by Wanke, seconded by Smith, and carried a (5-0) vote to nominate Beverly Womack, Russell Narahara, Johnny McBride, and Tricia Montelongo to the Park Arts & Recreation Commission (PARC).

Motion by Smith, seconded by Wanke, and carried a (5-0) vote to nominate Matthew Rocke and Nicholas Polichetti to the Planning Commission.

Motion by Wanke, seconded by Green, and carried a (5-0) vote to nominate Johnnie Broadfoot, Robert Dewey, and Tricia Montelongo to the Senior Advisory Committee.

Councilmember Yamaguchi asked if the Committee was created as a Minute Order or Resolution. City Attorney Bettenhausen stated that it was created by minute order and does not include membership requirements.

By consensus the Council decided that the age requirement for the Senior Advisory Committee was unnecessary. Candidate Maryam Zennedine was disqualified for the Senior Advisory Committee due to the age requirement. The Council discussed changing the age requirement to 18.

Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to change the age requirement for the Senior Advisory Committee to 18.

City Attorney Bettenhausen asked for clarification on the nominations for the Planning Commission. The Council stated that they received more than two applications, however, they were only going to fill two positions.

Motion by Wanke, seconded by Smith, and carried a (5-0) vote to nominate Arinder Chadha, Meredith Castillo, Matthew Rocke, and Nicholas Polichetti to the Streetscape & Transportation Advisory Commission.

Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote to nominate Pat Alvarez to the Veterans Advisory Committee.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Councilmember Yamaguchi recognized that the Council meeting was being adjourned in memory of Art Brice, former Placentia Police Reserve Officer and commented on Mr. Brice's influence on the Placentia community and his influence on Councilmember Yamaguchi's life.

Mayor Pro Tem Smith stated he was honored to work with Art Brice at the Police Department and commented on Mr. Brice's dedication and passion for the City.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 9:01 p.m. in memory of Art Brice, former Placentia Police Reserve Officer, to Tuesday, November 5, 2019 at 5:30 p.m.

\_\_\_\_\_  
Rhonda Shader, Mayor/Agency Chair

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk/Agency Secretary

**City of Placentia**  
**Check Register**  
For 04/21/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 1,664,518.26

Check Totals by ID

AP	1,664,518.26
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 1,664,518.26

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	319,681.35
117-Measure U Fund (0079)	132,673.40
211-PEG Fund (0058)	6,800.00
225-Asset Seizure (0021)	28.76
231-Placentia Reg Nav Cent(0078)	1,142,002.15
260-Street Lighting Distrcet (0028)	32,143.05
265-Landscape Maintenance (0029)	19,576.22
275-Sewer Maintenance (0048)	1,003.34
280-Misc Grants Fund (0050)	119.99
605-Risk Management (0040)	1,661.00
701-Special Deposits (0044)	8,829.00

Check Total: 1,664,518.26

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 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALL CITIES ENGINEERING V011263	RETENTION PAYMENT	791905-6185 Construction Services	AP040220	23,423.11	1950	P11561	00104143	04/03/2020
					<b>Check Total:</b>	<b>23,423.11</b>			
MW OH	ALL CITY MANAGEMENT V000005	2/23-3/7 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP040220	3,393.25	67313	P11520	00104144	04/03/2020
					<b>Check Total:</b>	<b>3,393.25</b>			
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	185.00	176419		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP040220	101.75	206914		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	185.00	206926		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP040220	185.00	206943		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP040220	185.00	206945		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	185.00	206986		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	185.00	206995		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP040220	185.00	209295		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP040220	101.75	209380		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	185.00	210119		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	101.75	210126		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	185.00	210127		00104145	04/03/2020

**City of Placentia  
Check Register  
For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	185.00 210128		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	185.00 210138		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN TOWING SVS	103047-6181 Towing Services	AP040220	185.00 210180		00104145	04/03/2020
MW OH	ANAHEIM FULLERTON V006631	JAN CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP040220	185.00 210184		00104145	04/03/2020
<b>Check Total:</b>					<b>2,710.25</b>			
MW OH	ANDERSON, CHRIS V002769	REISSUE MAL HOURS CASH OUT	103040-5001 Salaries/Full-Time Regular	AP040220	17.58 020320A		00104146	04/03/2020
MW OH	ANDERSON, CHRIS V002769	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP040220	28.76 CA012320A		00104146	04/03/2020
<b>Check Total:</b>					<b>46.34</b>			
MW OH	AT&T V004144	FEB-MARCH PHONE CHARGES	109595-6215 Telephone	AP040220	2,644.55 031320		00104147	04/03/2020
MW OH	AT&T V004144	FEB-MARCH PHONE CHARGES	296561-6215 Telephone	AP040220	626.44 031320		00104147	04/03/2020
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	109595-6215 Telephone	AP040220	1,813.94 032020		00104147	04/03/2020
MW OH	AT&T V004144	JAN-FEB PHONE CHARGES	296561-6215 Telephone	AP040220	562.08 032020		00104147	04/03/2020
<b>Check Total:</b>					<b>5,647.01</b>			
MW OH	B & M LAWN & GARDEN V000127	CHAINSAW BAR	103655-6301 Special Department Supplies	AP040220	40.19 436790		00104148	04/03/2020
MW OH	B & M LAWN & GARDEN V000127	CHAINSAW LOOP	103655-6301 Special Department Supplies	AP040220	134.97 437802		00104148	04/03/2020
<b>Check Total:</b>					<b>175.16</b>			
MW OH	CALMAT CO.	ASPHALT	103652-6301	AP040220	334.85 72531138		00104149	04/03/2020

**City of Placentia  
Check Register  
For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010007		Special Department Supplies						
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP040220	495.45	72531139		00104149	04/03/2020
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP040220	252.91	72536236		00104149	04/03/2020
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP040220	331.57	72536237		00104149	04/03/2020
					<b>Check Total:</b>	<b>1,414.78</b>			
MW OH	CALPERS V011426	CONTRACT TERMINATION	105525-6906 CalPERS-Fire Term. Principal	AP040220	70,000.00	10000001595964		00104150	04/03/2020
					<b>Check Total:</b>	<b>70,000.00</b>			
MW OH	CANNON CONSTRUCTORS V011365	NAV CTR CONSTRUCTION SVS	784070-6899 Other Capital Outlay	AP040220	1,127,750.51	02	P11633	00104151	04/03/2020
					<b>Check Total:</b>	<b>1,127,750.51</b>			
MW OH	CBE V008124	2/20-3/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP040220	87.68	IN2256554		00104152	04/03/2020
					<b>Check Total:</b>	<b>87.68</b>			
MW OH	CCP INDUSTRIES INC V010526	RAIN SUITS	103652-6301 Special Department Supplies	AP040220	155.21	IN02501265		00104153	04/03/2020
MW OH	CCP INDUSTRIES INC V010526	SAFETY GLASSES	103652-6301 / 50500-6301 Special Department Supplies	AP040220	64.91	IN02506930		00104153	04/03/2020
					<b>Check Total:</b>	<b>220.12</b>			
MW OH	CITY OF ANAHEIM V010186	FEB-MARCH ELECTRICAL CHARGES	109595-6330 Electricity	AP040220	65.28	021920		00104154	04/03/2020
					<b>Check Total:</b>	<b>65.28</b>			
MW OH	CIVIC PLUS V006674	WEBSITE HOSTING & SUPPORT	101523-6136 Software Maintenance	AP040220	627.97	197257		00104155	04/03/2020
MW OH	CIVIC PLUS V006674	WEBSITE HOSTING & SUPPORT	581573-6136 Software Maintenance	AP040220	6,800.00	197257		00104155	04/03/2020

**City of Placentia**  
**Check Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>7,427.97</b>				
MW OH	CONROY, BRIAN V008501	PD TRAINING GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP040220	179.92	BC030220		00104156	04/03/2020
				<b>Check Total:</b>	<b>179.92</b>				
MW OH	CRAFECO INC. V009329	ASPHALT COLD PATCH	103652-6132 Repair & Maintenance/Streets	AP040220	814.18	9402216721		00104157	04/03/2020
				<b>Check Total:</b>	<b>814.18</b>				
MW OH	CRON & ASSOC V001603	TRANSCRIPTION SVS DR20-00173	103042-6290 Dept. Contract Services	AP040220	153.00	5683		00104158	04/03/2020
				<b>Check Total:</b>	<b>153.00</b>				
MW OH	DSYL V011227	PD STATEGIC PLAN DEVELOPMENT	103040-6299 Other Purchased Services	AP040220	731.25	11533		00104159	04/03/2020
				<b>Check Total:</b>	<b>731.25</b>				
MW OH	DURATECH USA INC V009370	NETMOTION VPN LICENSES, MAINT	793066-6301 Special Department Supplies	AP040220	7,892.20	5379		00104160	04/03/2020
				<b>Check Total:</b>	<b>7,892.20</b>				
MW OH	FACTORY MOTOR PARTS V010842	AIR FILTER, BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP040220	59.00	102-099046		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	FUEL CAP, AIR FILTER	103658-6134 Vehicle Repair & Maintenance	AP040220	23.00	102-099077		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	AIR & OIL FILTER	103658-6134 Vehicle Repair & Maintenance	AP040220	38.71	102-099146		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	WIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP040220	52.08	102-099485		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP040220	55.31	102-099709		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	OIL & AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP040220	20.30	102-099789		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS	OIL & AIR FILTERS	103658-6134	AP040220	40.41	102-099824		00104161	04/03/2020

**City of Placentia**  
**Check Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	BAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP040220	44.63	102-100180		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP040220	51.41	102-100273		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE ROTOR	103658-6134 Vehicle Repair & Maintenance	AP040220	214.12	102-100278		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	AIR, FUEL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP040220	54.56	12-3419487		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP040220	49.41	12-3426980		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	FUEL FILTER	103658-6134 Vehicle Repair & Maintenance	AP040220	8.50	12-3440236		00104161	04/03/2020
MW OH	FACTORY MOTOR PARTS V010842	FUEL FILTER	103658-6134 Vehicle Repair & Maintenance	AP040220	6.75	12-3440977		00104161	04/03/2020
<b>Check Total:</b>					<b>718.19</b>				
MW OH	FAIRWAY FORD V000376	HOSE	103658-6134 Vehicle Repair & Maintenance	AP040220	32.72	254512		00104162	04/03/2020
MW OH	FAIRWAY FORD V000376	INSTALL SERPENTINE BELT	103658-6134 Vehicle Repair & Maintenance	AP040220	22.30	C58148		00104162	04/03/2020
<b>Check Total:</b>					<b>55.02</b>				
MW OH	FLEET SERVICES INC V000400	FUEL FILTER	103658-6134 Vehicle Repair & Maintenance	AP040220	29.27	01P57542		00104163	04/03/2020
<b>Check Total:</b>					<b>29.27</b>				
MW OH	FM THOMAS AIR V010634	SERVER ROOM HVAC REPAIRS	103654-6290 Dept. Contract Services	AP040220	587.01	40988	P11527	00104164	04/03/2020
MW OH	FM THOMAS AIR V010634	RESET CHILLER	103654-6290 Dept. Contract Services	AP040220	180.00	40992	P11527	00104164	04/03/2020
<b>Check Total:</b>					<b>767.01</b>				

**City of Placentia**  
**Check Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	GALLS LLC V000438	SHOULDER PATCHES	103041-6360 Uniforms	AP040220	380.63 014764518		00104165	04/03/2020
MW OH	GALLS LLC V000438	CREDIT - SHOULDER PATCHES	103041-6360 Uniforms	AP040220	-380.63 014984297		00104165	04/03/2020
MW OH	GALLS LLC V000438	PD UNIFORMS - PEREZ	103040-6360 Uniforms	AP040220	243.48 015224944		00104165	04/03/2020
MW OH	GALLS LLC V000438	PD UNIFORMS - BUTTS	103041-6360 Uniforms	AP040220	268.51 015257390		00104165	04/03/2020
<b>Check Total:</b>					<b>511.99</b>			
MW OH	GLASBY MAINT. SUPPLY CODISINFECTANT CLEANER V000445		103654-6301 / 50500-6301 Special Department Supplies	AP040220	468.71 304105B		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY CODISINFECTANT CLEANER V000445		103654-6301 / 50500-6301 Special Department Supplies	AP040220	267.22 304326A		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY COJANITORAL SUPPLIES V000445		103654-6301 Special Department Supplies	AP040220	36.57 304427A		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY COGLOVES, SANITIZER, DISPENSER V000445		103654-6301 / 50500-6301 Special Department Supplies	AP040220	476.26 304594A		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Supplies	AP040220	381.65 304614A		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY COBATH TISSUE V000445		103654-6301 Special Department Supplies	AP040220	266.47 304614B		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY CODISINFECTANT CLEANER V000445		103654-6301 / 50500-6301 Special Department Supplies	AP040220	159.47 304614C		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY COHAND SANITIZER WIPES V000445		103654-6301 / 50500-6301 Special Department Supplies	AP040220	323.25 304680A		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY COFOAM SOAP & DISPENSER V000445		103654-6301 / 50500-6301 Special Department Supplies	AP040220	107.75 304777A		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY COPAPER TOWELS V000445		103654-6301 Special Department Supplies	AP040220	226.18 304902A		00104166	04/03/2020
MW OH	GLASBY MAINT. SUPPLY COFOAM SANITIZER		103654-6301 / 50500-6301	AP040220	821.06 304958A		00104166	04/03/2020

**City of Placentia**  
**Check Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000445		Special Department Supplies					
MW OH	GLASBY MAINT. SUPPLY V000445	COANITBACTERIA SOAP	103654-6301 / 50500-6301 Special Department Supplies	AP040220	65.62 304994A		00104166	04/03/2020
					<b>Check Total:</b>	<b>3,600.21</b>		
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	109595-6335 Water	AP040220	1,432.12 030920		00104167	04/03/2020
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	296561-6335 Water	AP040220	2,051.11 030920		00104167	04/03/2020
					<b>Check Total:</b>	<b>3,483.23</b>		
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP040220	112.23 100280		00104168	04/03/2020
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP040220	191.02 100281		00104168	04/03/2020
					<b>Check Total:</b>	<b>303.25</b>		
MW OH	HIRSCH PIPE AND SUPPLY V004494	MANUAL OVERRIDE BUTTON	103654-6130 Repair & Maint/Facilities	AP040220	25.86 6969359		00104169	04/03/2020
					<b>Check Total:</b>	<b>25.86</b>		
MW OH	HOME DEPOT CREDIT V000478	DISPATCH CONSTRUCTION SUPPLIES	103654-6130 Repair & Maint/Facilities	AP040220	209.06 4024167		00104170	04/03/2020
					<b>Check Total:</b>	<b>209.06</b>		
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP040220	34.70 10104		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP040220	262.16 1016188		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	STREET REPAIR SUPPLIES	103652-6301 Special Department Supplies	AP040220	170.76 20590		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	VEHICLE MAINT SUPPLIES	103658-6301 Special Department Supplies	AP040220	71.94 2211623		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT	WATER METER REPAIR SUPPLIES	103655-6301	AP040220	49.24 4010663		00104171	04/03/2020

**City of Placentia  
Check Register  
For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V010624		Special Department Supplies					
MW OH	HOME DEPOT CREDIT V010624	PLANTER REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP040220	32.77 4014910		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP040220	119.83 4024269		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP040220	23.73 4024287		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	CREDIT	103654-6130 Repair & Maint/Facilities	AP040220	-174.32 4095246		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP040220	56.35 43512		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	PARKS REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP040220	76.17 6010461		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	ROOF REPAIR SUPPLIES	103655-6301 Special Department Supplies	AP040220	53.84 6011709		00104171	04/03/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP040220	139.79 8220309		00104171	04/03/2020
				<b>Check Total:</b>	<b>916.96</b>			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP040220	195.64 4027756-02		00104172	04/03/2020
MW OH	IMPERIAL SPRINKLER V006506	VALVE BOX	103655-6130 Repair & Maint/Facilities	AP040220	74.93 4104789-00		00104172	04/03/2020
MW OH	IMPERIAL SPRINKLER V006506	STATION CONTROLLER	103655-6130 Repair & Maint/Facilities	AP040220	256.17 4105331-00		00104172	04/03/2020
				<b>Check Total:</b>	<b>526.74</b>			
MW OH	LEEDER FURNITURE LLC V011375	NAV CTR MATTRESSES	784070-6899 Other Capital Outlay	AP040220	12,237.10 20112	P11652	00104173	04/03/2020
				<b>Check Total:</b>	<b>12,237.10</b>			
MW OH	MC FADDEN-DALE	STEEL PLUG, QUICK COUPLER	103658-6134	AP040220	20.74 405927/5		00104174	04/03/2020

**City of Placentia  
Check Register  
For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000635		Vehicle Repair & Maintenance					
MW OH	MC FADDEN-DALE V000635	HOSE FITTING ADAPTER	103658-6134 Vehicle Repair & Maintenance	AP040220	56.68 406102/5		00104174	04/03/2020
				<b>Check Total:</b>	<b>77.42</b>			
MW OH	MISSION LINEN SUPPLY V011110	3/24 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP040220	134.91 512114670	P11592	00104175	04/03/2020
MW OH	MISSION LINEN SUPPLY V011110	3/31 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP040220	134.91 512162493	P11592	00104175	04/03/2020
				<b>Check Total:</b>	<b>269.82</b>			
MW OH	MUNICIPAL EMERGENCY V011423	FIREFIGHTER UNIFORM SHIRTS	103066-6301 Special Department Supplies	AP040220	536.95 IN1437674	P11679	00104176	04/03/2020
				<b>Check Total:</b>	<b>536.95</b>			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP040220	101.80 64719		00104177	04/03/2020
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP040220	82.63 64724		00104177	04/03/2020
				<b>Check Total:</b>	<b>184.43</b>			
MW OH	ORANGE COUNTY V007306	3RD QTR ANIMAL SHELTER CONST.	103045-6130 Repair & Maint/Facilities	AP040220	15,848.06 AC2090060	P11606	00104178	04/03/2020
				<b>Check Total:</b>	<b>15,848.06</b>			
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP040220	497.59 1020224283		00104179	04/03/2020
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP040220	549.45 1020224873		00104179	04/03/2020
				<b>Check Total:</b>	<b>1,047.04</b>			
MW OH	PEST OPTIONS INC V010037	LOS NINOS RODENT CONTROL	296561-6130 Repair & Maint/Facilities	AP040220	265.00 345796		00104180	04/03/2020
				<b>Check Total:</b>	<b>265.00</b>			
MW OH	POWERSTRIDE BATTERY COBATTERY		103658-6134	AP040220	104.73 C67029		00104181	04/03/2020

**City of Placentia**  
**Check Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000785		Vehicle Repair & Maintenance						
				<b>Check Total:</b>	<b>104.73</b>				
MW OH	SCHOLARSHARE 529 V011425	PR2001006 DIRECT DEPOSIT	0010-1101 General Checking with Bank	AP040220	240.00	03132020A		00104182	04/03/2020
MW OH	SCHOLARSHARE 529 V011425	PR2001007 DIRECT DEPOSIT	0010-1101 General Checking with Bank	AP040220	240.00	03272020		00104182	04/03/2020
				<b>Check Total:</b>	<b>480.00</b>				
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMP	103654-6130 Repair & Maint/Facilities	AP040220	159.86	5631		00104183	04/03/2020
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMP	103654-6130 Repair & Maint/Facilities	AP040220	680.33	5667		00104183	04/03/2020
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMP	103654-6130 Repair & Maint/Facilities	AP040220	422.55	5755		00104183	04/03/2020
MW OH	SECO ELECTRIC & LIGHTING V010182	UFFFREE LED LAMP	103655-6130 Repair & Maint/Facilities	AP040220	315.00	5858		00104183	04/03/2020
MW OH	SECO ELECTRIC & LIGHTING V010182	SPORTS COMPLEX LED LAMP	296561-6130 Repair & Maint/Facilities	AP040220	1,382.97	5860		00104183	04/03/2020
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMP	103654-6130 Repair & Maint/Facilities	AP040220	642.01	5879		00104183	04/03/2020
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMP	103654-6130 Repair & Maint/Facilities	AP040220	836.43	5973		00104183	04/03/2020
				<b>Check Total:</b>	<b>4,439.15</b>				
MW OH	SO CAL GAS V000909	FEB-MARCH GAS CHARGES	109595-6340 Natural Gas	AP040220	685.71	032020		00104184	04/03/2020
				<b>Check Total:</b>	<b>685.71</b>				
MW OH	SOUTH COAST AQMD V001190	ELEC GEN DIESEL OPERATING FEE	103654-6257 Licenses & Permits	AP040220	421.02	3573888		00104185	04/03/2020
MW OH	SOUTH COAST AQMD V001190	FY 19/20 EMISSIONS FEES	103654-6257 Licenses & Permits	AP040220	143.22	3575584		00104185	04/03/2020

**City of Placentia  
Check Register  
For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>564.24</b>		
MW OH	SOUTHERN CALIFORNIA V009955	OCT LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP040220	1,850.38 0000461163		00104186	04/03/2020
MW OH	SOUTHERN CALIFORNIA V009955	NOV LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP040220	3,388.86 0000464973		00104186	04/03/2020
MW OH	SOUTHERN CALIFORNIA V009955	DEC LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP040220	669.00 0000468545		00104186	04/03/2020
MW OH	SOUTHERN CALIFORNIA V009955	JAN LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP040220	1,637.00 0000471876		00104186	04/03/2020
MW OH	SOUTHERN CALIFORNIA V009955	FEB LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP040220	1,122.00 0000475332		00104186	04/03/2020
					<b>Check Total:</b>	<b>8,667.24</b>		
MW OH	WAXIE SANITARY SUPPLY V001132	ANTIBACTERIAL HANDSANITIZER	103654-6301 / 50500-6301 Special Department Supplies	AP040220	940.56 78985462		00104187	04/03/2020
					<b>Check Total:</b>	<b>940.56</b>		
MW OH	WEST COAST ARBORISTS INC V001124	1-15 RESIDENTIAL TREE MAINT	0044-2039 Tree Trimming Deposits	AP040220	755.00 157421		00104188	04/03/2020
					<b>Check Total:</b>	<b>755.00</b>		
MW OH	YORBA LINDA WATER V001148	FEB-MARCH WATER CHARGES	109595-6335 Water	AP040220	1,752.21 030220		00104189	04/03/2020
					<b>Check Total:</b>	<b>1,752.21</b>		
MW OH	ASTRO ECLIPSE INC V011424	CS VAN WINDOW TINTING	104071-6099 Professional Services	AP040920	425.00 20-1029		00104190	04/09/2020
					<b>Check Total:</b>	<b>425.00</b>		
MW OH	AT & T V008736	3/17-4/16 KOCH PARK INTERNET	109595-6215 Telephone	AP040920	131.10 KP MARCH 20		00104191	04/09/2020
					<b>Check Total:</b>	<b>131.10</b>		
MW OH	AT&T V004144	FEB-APRIL PHONE CHARGES	109595-6215 Telephone	AP040920	3,413.07 032820		00104192	04/09/2020

**City of Placentia  
Check Register  
For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	AT&T V004144	FEB-APRIL PHONE CHARGES	109595-6215 / 21008-6215 Telephone	AP040920	8.16 032820		00104192	04/09/2020
MW OH	AT&T V004144	FEB-APRIL PHONE CHARGES	296561-6215 Telephone	AP040920	82.58 032820		00104192	04/09/2020
<b>Check Total:</b>					<b>3,503.81</b>			
MW OH	B & M LAWN & GARDEN V000127	WHEEL FOR LAWNMOWER	103655-6301 Special Department Supplies	AP040920	47.65 438471		00104193	04/09/2020
MW OH	B & M LAWN & GARDEN V000127	CHAINSAW CARBURETOR	103655-6301 Special Department Supplies	AP040920	172.79 439165		00104193	04/09/2020
<b>Check Total:</b>					<b>220.44</b>			
MW OH	CARL WARREN & CO V008011	MARCH LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP040920	1,661.00 1899156		00104194	04/09/2020
<b>Check Total:</b>					<b>1,661.00</b>			
MW OH	CCP INDUSTRIES INC V010526	DISPOSABLE PROTECTIVE APPAREL	103654-6301 / 50500-6301 Special Department Supplies	AP040920	229.31 IN02502599		00104195	04/09/2020
<b>Check Total:</b>					<b>229.31</b>			
MW OH	CENTURY BUSINESS V010180	12/14-3/13 COPIER USAGE	109595-6175 Office Equipment Rental	AP040920	33.33 AR1793		00104196	04/09/2020
<b>Check Total:</b>					<b>33.33</b>			
MW OH	ENVIRONMENTAL SYSTEMS V008836	SARC GIS LICENSE	101523-6136 Software Maintenance	AP040920	4,500.00 93803399		00104197	04/09/2020
<b>Check Total:</b>					<b>4,500.00</b>			
MW OH	FIREMASTER V000409	FIRE EXTINGUISHER MAINT	103658-6301 Special Department Supplies	AP040920	1,555.40 0000741321		00104198	04/09/2020
MW OH	FIREMASTER V000409	FIRE EXTINGUISHER MAINT	103654-6130 Repair & Maint/Facilities	AP040920	1,517.59 0000741322		00104198	04/09/2020
<b>Check Total:</b>					<b>3,072.99</b>			
MW OH	FM THOMAS AIR V010634	QUARTERLY HVAC MAINT	103654-6290 Dept. Contract Services	AP040920	3,336.00 40986	P11527	00104199	04/09/2020

**City of Placentia**  
**Check Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>3,336.00</b>			
MW OH	GLASBY MAINT. SUPPLY COHAND SOAP V000445		103654-6301 / 50500-6301 Special Department Supplies	AP040920	493.49 305246A		00104200	04/09/2020
MW OH	GLASBY MAINT. SUPPLY COPAPER TOWLES V000445		103654-6301 Special Department Supplies	AP040920	48.44 305246A		00104200	04/09/2020
				<b>Check Total:</b>	<b>541.93</b>			
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	109595-6335 Water	AP040920	22,217.48 031820		00104201	04/09/2020
MW OH	GOLDEN STATE WATER V000928	JAN-MARCH WATER CHARGES	296561-6335 Water	AP040920	14,548.39 031820		00104201	04/09/2020
				<b>Check Total:</b>	<b>36,765.87</b>			
MW OH	GST V009410	VMWARE SUPPORT SUBSCRIPTION	101523-6136 Software Maintenance	AP040920	2,174.34 INV47460		00104202	04/09/2020
MW OH	GST V009410	LAPTOP FOR FIRE CHIEF	101523-6840 Machinery & Equipment	AP040920	1,537.94 INV47708		00104202	04/09/2020
MW OH	GST V009410	MARCH IT SERVICE & MAINT	101523-6290 Dept. Contract Services	AP040920	19,500.00 INV47718	P11618	00104202	04/09/2020
				<b>Check Total:</b>	<b>23,212.28</b>			
MW OH	HALO CONFIDENTIAL V008544	FIRE BACKGROUND CHECKS	103066-6290 Dept. Contract Services	AP040920	4,038.00 0013F		00104203	04/09/2020
				<b>Check Total:</b>	<b>4,038.00</b>			
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC CONTROL DEVICES	103652-6305 Traffic Control Devices	AP040920	1,955.66 100689		00104204	04/09/2020
				<b>Check Total:</b>	<b>1,955.66</b>			
MW OH	IMPERIAL SPRINKLER V006506	PARK MAINT SUPPLIES	103655-6130 Repair & Maint/Facilities	AP040920	46.42 4116745-00		00104205	04/09/2020
				<b>Check Total:</b>	<b>46.42</b>			
MW OH	JOHN L HUNTER & V009056	FEB NPDES CONSULTING SVS	103593-6099 Professional Services	AP040920	4,396.25 PLANP0220	P11603	00104206	04/09/2020

**City of Placentia**  
**Check Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>4,396.25</b>			
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6006 Litigation	AP040920	22.34	96525		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP040920	245.78	96526		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6006 Litigation	AP040920	1,340.67	96530		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040920	491.57	96531		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	784070-6005 Legal Services	AP040920	1,763.58	96535		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6006 Litigation	AP040920	1,295.94	96536		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6006 Litigation	AP040920	871.41	96537		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6006 Litigation	AP040920	1,802.50	96538		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040920	13,825.15	96541		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040920	663.95	96542		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6006 Litigation	AP040920	44.69	96543		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040920	726.20	96545		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040920	41.50	96564		00104207	04/09/2020
MW OH	JONES & MAYER V009822	FEB LEGAL SERVICES	101005-6005 Legal Services	AP040920	19,040.81	96565		00104207	04/09/2020
					<b>Check Total:</b>	<b>42,176.09</b>			

**City of Placentia**  
**Check Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LENYI, DARIN V010245	TOLL ROAD REIMBURSEMENT	103040-6301 Special Department Supplies	AP040920	45.94	DL020320		00104208	04/09/2020
					<b>Check Total:</b>	<b>45.94</b>			
MW OH	LINCOLN PUBLIC SAFETY V011264	3/16-26 CONSULTANT SVS	103066-6001 Management Consulting Services	AP040920	4,562.50	014	P11556	00104209	04/09/2020
					<b>Check Total:</b>	<b>4,562.50</b>			
MW OH	M JACK BROOKS JD V010723	MARCH HR CONSULTANT SVS	103065-6290 Dept. Contract Services	AP040920	9,392.50	142019PHR	P11601	00104210	04/09/2020
					<b>Check Total:</b>	<b>9,392.50</b>			
MW OH	MC FADDEN-DALE V000635	FACILITY MAINT SUPPLIES	103654-6301 Special Department Supplies	AP040920	41.38	406946/5		00104211	04/09/2020
					<b>Check Total:</b>	<b>41.38</b>			
MW OH	MENELY, RICKI V003570	GASOLINE REIMBURSEMENT	103658-6345 Gasoline & Diesel Fuel	AP040920	60.00	RM030220G		00104212	04/09/2020
MW OH	MENELY, RICKI V003570	GASOLINE REIMBURSEMENT	103658-6345 Gasoline & Diesel Fuel	AP040920	61.98	RM031420G		00104212	04/09/2020
					<b>Check Total:</b>	<b>121.98</b>			
MW OH	ORANGE COUNTY V007306	MARCH PARKING CITATIONS	0044-2038 Parking Fines	AP040920	8,074.00	033120		00104213	04/09/2020
					<b>Check Total:</b>	<b>8,074.00</b>			
MW OH	PACIFIC COMPLIANCE V009292	VAPOR RECOVERY TEST	103658-6301 Special Department Supplies	AP040920	960.00	4971		00104214	04/09/2020
					<b>Check Total:</b>	<b>960.00</b>			
MW OH	PRIORITY DISPATCH CORP V011406	DISPATCH SOFTWARE	796015-6840 Machinery & Equipment	AP040920	101,353.00	SIN251529	P11662	00104215	04/09/2020
MW OH	PRIORITY DISPATCH CORP V011406	TAX	796015-6840 Machinery & Equipment	AP040920	5.09	SIN251529	P11662	00104215	04/09/2020
					<b>Check Total:</b>	<b>101,358.09</b>			
MW OH	QUEEN BEE CLEANERS	PROTECTIVE MASKS	103654-6301 / 50500-6301	AP040920	1,800.00	00001		00104216	04/09/2020

**City of Placentia  
Check Register  
For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V011428		Special Department Supplies					
MW OH	QUEEN BEE CLEANERS V011428	PROTECTIVE MASKS	103654-6301 / 50500-6301 Special Department Supplies	AP040920	600.00 0002		00104216	04/09/2020
				<b>Check Total:</b>	<b>2,400.00</b>			
MW OH	SECO ELECTRIC & LIGHTING V010182	REPAIR PARKING LOT CIRCUITS	103654-6130 Repair & Maint/Facilities	AP040920	1,785.00 5974		00104217	04/09/2020
				<b>Check Total:</b>	<b>1,785.00</b>			
MW OH	SO CAL GAS V000909	FEB-MARCH GAS CHARGES	109595-6340 Natural Gas	AP040920	41.68 032720		00104218	04/09/2020
				<b>Check Total:</b>	<b>41.68</b>			
MW OH	SOFTWARE ONE INC V011408	OFFICE PRO PLUS	101523-6136 Software Maintenance	AP040920	5,949.60 US-PSI-906080	P11660	00104219	04/09/2020
MW OH	SOFTWARE ONE INC V011408	OFFICE EXCHANGE 365	101523-6136 Software Maintenance	AP040920	3,650.16 US-PSI-906080	P11660	00104219	04/09/2020
MW OH	SOFTWARE ONE INC V011408	EXHANGE ONLINE PLAN 2	101523-6136 Software Maintenance	AP040920	8,714.88 US-PSI-906080	P11660	00104219	04/09/2020
MW OH	SOFTWARE ONE INC V011408	OFFICE 365 GOV	101523-6136 Software Maintenance	AP040920	16,653.00 US-PSI-906080	P11660	00104219	04/09/2020
				<b>Check Total:</b>	<b>34,967.64</b>			
MW OH	SOUTHERN CALIFORNIA V000910	MARCH-APR ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP040920	55.00 032620		00104220	04/09/2020
MW OH	SOUTHERN CALIFORNIA V000910	MARCH-APR ELECTRICAL CHARGES	296561-6330 Electricity	AP040920	57.65 032620		00104220	04/09/2020
MW OH	SOUTHERN CALIFORNIA V000910	MARCH-APR ELECTRICAL CHARGES	286560-6330 Electricity	AP040920	32,143.05 032620		00104220	04/09/2020
MW OH	SOUTHERN CALIFORNIA V000910	MARCH-APR ELECTRICAL CHARGES	109595-6330 Electricity	AP040920	15,467.79 032620		00104220	04/09/2020
MW OH	SOUTHERN CALIFORNIA V000910	MARCH-APR ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP040920	376.18 032620		00104220	04/09/2020

**City of Placentia  
Check Register  
For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>48,099.67</b>				
MW OH	SUN PAC STORAGE V011305	CONTAINER RENTAL	109595-6999 / 50500-6999 Other Expenditure	AP040920	570.00	MJ1M040220		00104221	04/09/2020
				<b>Check Total:</b>	<b>570.00</b>				
MW OH	TIAA COMMERCIAL FINANCE V010867	APRIL PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP040920	1,920.14	7072650	P11505	00104222	04/09/2020
				<b>Check Total:</b>	<b>1,920.14</b>				
MW OH	TIME WARNER CABLE V004450	APRIL CITY HALL BUNDLE	109595-6215 Telephone	AP040920	1,221.39	0347700032520		00104223	04/09/2020
MW OH	TIME WARNER CABLE V004450	APRIL WHITTEN INTERNET	109595-6215 Telephone	AP040920	632.91	0347726032520		00104223	04/09/2020
MW OH	TIME WARNER CABLE V004450	APRIL PW YARD INTERNET	109595-6215 Telephone	AP040920	632.91	0347857032620		00104223	04/09/2020
MW OH	TIME WARNER CABLE V004450	APRIL FRIENDLY CTR INTERNET	504077-6215 Telephone	AP040920	119.99	0431975032120		00104223	04/09/2020
MW OH	TIME WARNER CABLE V004450	APRIL NAV CTR INTERNET	784070-6215 Telephone	AP040920	250.96	0570178032320		00104223	04/09/2020
				<b>Check Total:</b>	<b>2,858.16</b>				
MW OH	TRILLIUM CNG (1720) V007952	MARCH CNG FUEL CHARGES	103658-6345 Gasoline & Diesel Fuel	AP040920	169.34	20386195		00104224	04/09/2020
				<b>Check Total:</b>	<b>169.34</b>				
MW OH	TYLER LIGHTING SERVICES V008707	MCFADDEN PARK LIGHTS	103655-6130 Repair & Maint/Facilities	AP040920	315.38	10237		00104225	04/09/2020
				<b>Check Total:</b>	<b>315.38</b>				
MW OH	VERIZON WIRELESS V008735	MARCH PD DEVICES	109595-6215 Telephone	AP040920	1,793.26	9850887786		00104226	04/09/2020
MW OH	VERIZON WIRELESS V008735	MARCH CA IPAD CHARGES	109595-6215 Telephone	AP040920	38.01	9850887787		00104226	04/09/2020
MW OH	VERIZON WIRELESS	MARCH IPAD CHARGES	109595-6215	AP040920	365.32	9850887788		00104226	04/09/2020

**City of Placentia**  
**Check Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V008735		Telephone					
MW OH	VERIZON WIRELESS V008735	MARCH IPAD CHARGES	109595-6215 Telephone	AP040920	220.95 9850887789		00104226	04/09/2020
MW OH	VERIZON WIRELESS V008735	MARCH PUMP STATION INTERNET	109595-6215 Telephone	AP040920	19.01 9850892473		00104226	04/09/2020
MW OH	VERIZON WIRELESS V008735	MARCH PUMP STATION INTERNET	109595-6215 / 21009-6215 Telephone	AP040920	19.00 9850892473		00104226	04/09/2020
				<b>Check Total:</b>	<b>2,455.55</b>			
MW OH	YORBA LINDA WATER V006633	MARCH SEWER CHARGES	484356-6297 Billing Services	AP040920	1,003.34 231416		00104227	04/09/2020
				<b>Check Total:</b>	<b>1,003.34</b>			
MW OH	ZAMBRANO, ALEXANDER V010564	3/13 DJ SERVICES	104071-6299 Other Purchased Services	AP040920	200.00 032620		00104228	04/09/2020
				<b>Check Total:</b>	<b>200.00</b>			
MW OH	ZUMAR INDUSTRIES INC V001156	STREET LETTERS	103652-6310 Street Signs	AP040920	797.03 87761		00104229	04/09/2020
				<b>Check Total:</b>	<b>797.03</b>			
				<b>Type Total:</b>	<b>1,664,518.26</b>			
				<b>Check Total:</b>	<b>1,664,518.26</b>			

**City of Placentia**  
**Electronic Disbursement Register**  
For 04/21/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
					<b>Grand Total:</b>	<b>256,379.69</b>		

<u>EDR Totals by ID</u>	
AP	0.00
EP	256,379.69
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>	Void Total:	0.00
101-General Fund (0010)	80,317.26	EDR Total:	256,379.69
208-Scssr Agncy Ret Oblg (0054)	434.30		
225-Asset Seizure (0021)	73.81		
227-Explorer Grant NOC (0076)	5.82		
228-NOC-Public Safety Grant(0061)	1,243.43		
229-Comm Trans Hous Grant (0062)	3,986.79		
265-Landscape Maintenance (0029)	577.40		
275-Sewer Maintenance (0048)	2,147.52		
280-Misc Grants Fund (0050)	34.39		
501-Refuse Administration (0037)	595.47		
601-Employee Health & Wlfre (0039)	166,963.50		

**Electronic Disbursement Sub Totals:** 256,379.69

**ACH Payroll Direct Deposit for 4/10/2020:** 368,362.41

**Electronic Disbursement Total:** 624,742.10

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

**City of Placentia**  
**Electronic Disbursement Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0010-2145 Employee PERS Payback W/H	ACH040220	154.04 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0010-2150 Survivor Benefit Package	ACH040220	110.70 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0010-2195 PERS Uniform	ACH040220	17.60 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0021-2140 Employee PERS W/H	ACH040220	73.51 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0021-2150 Survivor Benefit Package	ACH040220	0.19 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0021-2195 PERS Uniform	ACH040220	0.11 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0029-2140 Employee PERS W/H	ACH040220	541.90 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0029-2145 Employee PERS Payback W/H	ACH040220	34.29 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0029-2150 Survivor Benefit Package	ACH040220	0.97 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0029-2195 PERS Uniform	ACH040220	0.24 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0037-2140 Employee PERS W/H	ACH040220	577.40 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0037-2145 Employee PERS Payback W/H	ACH040220	17.14 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0037-2150 Survivor Benefit Package	ACH040220	0.93 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0048-2140 Employee PERS W/H	ACH040220	2,130.90 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0048-2145 Employee PERS Payback W/H	ACH040220	11.43 032720		00013072	04/02/2020

**City of Placentia**  
**Electronic Disbursement Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0010-2140 Employee PERS W/H	ACH040220	80,034.92 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0048-2150 Survivor Benefit Package	ACH040220	4.17 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0076-2150 Survivor Benefit Package	ACH040220	0.01 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0048-2195 PERS Uniform	ACH040220	1.02 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0050-2140 Employee PERS W/H	ACH040220	34.25 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0050-2150 Survivor Benefit Package	ACH040220	0.09 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0050-2195 PERS Uniform	ACH040220	0.05 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0054-2140 Employee PERS W/H	ACH040220	433.89 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0054-2150 Survivor Benefit Package	ACH040220	0.41 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0061-2140 Employee PERS W/H	ACH040220	1,241.75 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0061-2150 Survivor Benefit Package	ACH040220	1.10 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0061-2195 PERS Uniform	ACH040220	0.58 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0062-2140 Employee PERS W/H	ACH040220	3,981.62 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0062-2150 Survivor Benefit Package	ACH040220	5.12 032720		00013072	04/02/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0062-2195 PERS Uniform	ACH040220	0.05 032720		00013072	04/02/2020

**City of Placentia**  
**Electronic Disbursement Register**  
**For 04/15/2020**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 3/21 PD 3/27	0076-2140 Employee PERS W/H	ACH040220	5.81	032720		00013072	04/02/2020
					<b>Check Total:</b>	<b>89,416.19</b>			
EP	CALIFORNIA PUBLIC V006234	APR MEDICAL INSURANCE PMT	395000-4715 ISF Health Ins Reimbursement	ACH040920	151,700.98	10000001598677		00013073	04/09/2020
EP	CALIFORNIA PUBLIC V006234	APR MEDICAL INSURANCE PMT	395083-5161 Health Insurance Premiums	ACH040920	15,262.52	10000001598677		00013073	04/09/2020
					<b>Check Total:</b>	<b>166,963.50</b>			
					<b>Type Total:</b>	<b>256,379.69</b>			
					<b>Check Total:</b>	<b>256,379.69</b>			



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: APRIL 21, 2020

SUBJECT: **RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO THE CALIFORNIA TRANSPORTATION COMMISSION FOR THE SOLUTIONS FOR CONGESTED CORRIDORS PROGRAM**

### FISCAL

IMPACT: EXPENSE: \$ 35,560 CITY MATCH IF AWARDED GRANT  
REVENUE: \$ 35,560 TRAFFIC DEVELOPMENT IMPACT FEES FY 2021-22

### **SUMMARY:**

The Orange County Transportation Authority (OCTA) plans to submit a grant application to the California Transportation Commission (CTC) through the Solutions for Congested Corridors Program (SCCP), including improvements along Kraemer Boulevard in the City of Placentia. The grant application includes funding for traffic improvements and upgrades along the Kraemer Boulevard/Glassell Street/Grand Avenue corridor in collaboration with multiple agencies to improve overall traffic operations. A match commitment of four-percent (4%), equating to \$35,560 is required for the City's portion of the grant application. The multi-agency grant application is expected to exceed \$4 million. The grant will fund 80-percent (80%) of the project, and OCTA will fund the remaining 16-percent (16%).

### **RECOMMENDATION:**

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

1. Approve Resolution No. R-2020-XX, A Resolution of the City Council of the City Of Placentia, California authorizing application for Solutions For Congested Corridors Program Grant Funds; and
2. Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

### **DISCUSSION:**

The OCTA plans to submit a grant application to the CTC through the SCCC, including improvements along Kraemer Boulevard in the City of Placentia. The grant application will focus

**1. e.**  
**April 21, 2020**

on the Central Orange County Corridor, which includes multi-modal projects along State Route 55, which is one of the State of California's most congested corridors. Utilizing funding support from OCTA, the City completed a similar improvement project on Kraemer Boulevard more than four years ago. Current guidance from OCTA is to consider timing improvements and equipment upgrades approximately every five years which would align with the SCCP grant schedule.

The grant application includes funding for traffic improvements and upgrades along the Kraemer Boulevard/Glassell Street/Grand Avenue corridor in collaboration with multiple agencies to improve overall operations, decrease traffic congestion throughout, improve travel times, improve bicycle and pedestrian facilities, and reduce greenhouse gas emissions. A match commitment of four-percent (4%), equating to \$35,560 is required for the City's portion of the grant application. The multi-agency grant application is expected to exceed \$4 million. The grant will fund 80-percent (80%) of the project, and OCTA is funding the remaining 16-percent (16%). The funding by the City would be budgeted for Fiscal Year (FY) 2021-22 but will likely not be spent until FY 2022-23 or FY 2023-24, since local agency matching costs for these types of projects typically are paid at the conclusion of the project.

**FISCAL IMPACT:**

The City's share of matching project funds amounts to \$35,560. A total of \$35,560 will be included in the FY 2021-22 CIP Budget using Citywide Traffic Development Impact Fees. No General Fund or Measure U Dollars will be allocated to this project.

Prepared by:

  
Paul Martin, P.E., T.E.  
Transportation Manager

Reviewed and approved:

  
Luis Estevez  
Acting Deputy City Administrator

Reviewed and approved:

  
Kim Krause  
Director of Finance

Reviewed and approved:

  
Damien R. Arrula  
City Administrator

**Attachment:**

Resolution R-2020-XX – Authorizing Application for SCCP Grant

## RESOLUTION NO. R-2020-15

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING APPLICATION FOR SOLUTIONS FOR CONGESTED CORRIDORS PROGRAM GRANT FUNDS

#### A. Recitals

WHEREAS, the California Transportation Commission (CTC) through the Solutions for Congested Corridors Program (SCCP) makes \$250 million available annually for projects that implement specific transportation performance improvements and are part of a comprehensive corridor plan by providing more transportation choices while preserving the character of local communities and creating opportunities for neighborhood enhancement; and

WHEREAS, regional transportation planning agencies, county transportation commissions and Caltrans are eligible to apply for program funds through the nomination of projects; and

WHEREAS, the Orange County Transportation Authority (OCTA) desires to submit a project application for the Central Orange County Corridor, which includes multi-modal projects along the State Route 55, which is one of the State of California's most congested corridors; and

WHEREAS, the project application includes funding for traffic improvements and upgrades along the Kraemer Boulevard/Glassell Street/Grand Avenue corridor in collaboration with multiple agencies to improve the overall operations, decrease traffic congestion throughout, improve travel times, improved bicycle and pedestrian facilities, and reduce greenhouse gas emissions; and

WHEREAS, the grant application requires a resolution of the City Council or by an authorized official of the City of Placentia.

#### B. Resolution

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

1. The City Administrator or designee is hereby authorized and directed to submit a commitment letter to OCTA for use in the grant application to the CTC including a City of Placentia match of no more than \$35,360 towards the project accounting for four percent of the overall project budget.

2. In connection with the SCCP grant, if the application is approved by the CTC, the City Administrator or designee is authorized to enter into, execute, and deliver a cooperative agreement for the amount of \$35,360, and any and all other documents required or deemed necessary or appropriate to evidence and secure the SCCP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "SCCP Grant Documents")

**PASSED, ADOPTED AND APPROVED this 21<sup>st</sup> day of April 2020.**

\_\_\_\_\_  
Ward L. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21<sup>st</sup> day of April 2020 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: APRIL 21, 2020

SUBJECT: **NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDER NO. 2 FOR THE PLACENTIA TRANSIT STATION UTILITY UNDERGROUNDING PROJECT NO. 5801**

FISCAL  
IMPACT: EXPENSE: \$ 351,003.68 FINAL CONSTRUCTION AMOUNT  
BUDGETED: \$ 825,198.77 FY 2018-19 CIP BUDGET (CARRY FORWARD)

### **SUMMARY:**

On December 3, 2019 the City Council awarded a contract to Doty Bros. Inc. ("Doty"), for utility undergrounding work located in the alley ways south of Santa Fe Avenue near the future Placentia Transit Station and parking structure. The purpose of relocating and undergrounding overhead utilities at this location is to improve safety and aesthetics to the entrance to the Transit Station as well as relocate utilities that are in conflict with the planned parking structure. This is the first phase of the City's planned Placentia Metrolink Station and Parking Structure Project ("Project") to be followed by a second phase that involves construction of track and signal improvements needed for the station and the third phase which involves the construction of the station platforms and the parking structure. The scope of this Project included installation of underground conduits and vaults, trenching, and installation of duct banks to allow for removal and relocating utility poles and the overhead cables belonging to Southern California Edison (SCE), AT&T, and Spectrum. All work under this contract was substantially complete on time by the Contractor, and Staff accepted the project on April 2, 2020.

During construction, the Contractor encountered many unforeseen conditions, which resulted in a number of change orders, mainly due to the project's location in the oldest part of the City and incomplete information found in the improvement plans provided to the City by the utility companies. After the administrative approval of Contract Change Order #1, the Contractor continued to encounter additional unforeseen conditions that were unknown and not included in the original bid documents. Many of these changes involved conflicts with abandoned utility lines and structures, and additional trenching and conduits that were needed but not shown on utility company plans. These changes resulted in an additional cost to the project of \$74,172.23 under Contract Change Order No 2. Despite the added contract change order work however the overall

**1. f.**  
**April 21, 2020**

construction cost is less than the second low bid received for this project. Staff recommends approval of Change Order No. 2 in the amount of \$74,172.23 in addition to accepting the project as complete for Doty's work and issuance of a Notice of Completion with the County of Orange.

**RECOMMENDATION:**

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

1. Accept the work performed by Doty Bros. Inc., on the Placentia Transit Station Utility Relocation Project in the total amount of \$351,003.68; and
2. Authorize the City Administrator to approve Contract Change Order #2 in the amount of \$74,172.23; and
3. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract; and
4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**DISCUSSION:**

The first phase of the planned Project involves the removal or relocation of five (5) SCE-owned utility poles and associated overhead utility cables. The relocation and undergrounding of these utility poles and overhead cables will facilitate the development of the planned parking structure as some of these utilities conflict with a portion of the parking structure and associated improvements. The second phase of the Project will involve a significant amount of track and signal work required to operate a commuter train stop. The third and final phase of the Project entails the construction of the station and adjoining parking structure.

Staff worked with SCE, AT&T, and Charter Communications for preparation of the plans and specifications for undergrounding their facilities ahead of the planned construction of the parking structure. On December 3, 2019, the City Council awarded a construction contract to Doty in the amount of \$256,087.72 to construct this Project. During construction, the Contractor began encountering many unforeseen conditions such as previously unknown abandoned structures below ground as this work is located within the oldest parts of the City. The Contractor had to relocate and/or repair a number of unknown and abandoned utility lines that were found to be in conflict with the original alignment of the undergrounding work. In addition, there were other changes to the contract for work not originally included, but required, on the plans provided to the City by the three utility agencies.

Contract Change Order No. 1 in the amount of \$20,743.73 was approved by the City Administrator since it was under the 10% construction contingency amount and within his administrative

approval limits. Change Order No. 1 included repair of a broken sewer lateral in conflict with SCE's duct bank in addition to removal of abandoned pipes and additional trenching and conduits for AT&T and Spectrum, which was not shown on their plans. In addition to Change Order No. 1, other field changes were needed to address field conflicts and additional missing items on the plans prepared by the utility companies discovered during construction. These changes resulted in a second contract change order in the amount of \$74,172.23. The attached Contract Change Order No. 2 outlines the additional construction costs. It should be noted that the low bid submitted by Doty was more than \$127,000 less than the next low bid received for this work. Despite the added contract change order work however the overall construction cost is less than the second low bid received for this project.

In order to complete the undergrounding work and to make the final service connections by the three utility agencies involved, some additional electrical work is still needed. This work was not included as part of the original undergrounding scope of work because the existing service panels are outdated and do not meet current electrical codes. Staff did however solicit a cost proposal from Doty for this work which was deemed excessive. Accordingly, Staff believes it would be more prudent to solicit separate competitive bids from electrical contractors to complete the electrical work instead. Once the electrical service connections at each property are completed, the utility companies can then pull new cable through the newly installed underground conduits and then they can remove or relocate the affected utility poles and remove the overhead wires. Staff will present a separate contract for this electrical work to the City Council for its consideration in the near future.

Staff negotiated and validated the change order costs and recommends the City Council approve Contract Change Order No. 2 in the amount of \$74,172.23 to Doty for this Project. In addition, Staff recommends acceptance of the work performed by Doty and issuance of the Notice of Completion.

**FISCAL IMPACT:**

The total construction cost plus the change orders amounts to \$351,003.68. This cost consists of the bid amount submitted by Doty in the amount of \$256,087.72 and \$94,915.96 in Construction Change Orders. A total of \$825,198.77 has been carried forward from the FY 2018-19 CIP Budget and \$3,600,000 has been committed, but not appropriated, for the construction of the Placentia Transit Station and parking structure. As such, sufficient funds exist for the recommended actions.

Prepared by:



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Masoud Sepahi  
City Engineer

Reviewed and approved:



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Luis Estevez  
Acting Deputy City Administrator

Reviewed and approved:



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Kim Krause  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachments:

1. Contract Change Order No. 2
2. Notice of Completion – Doty Brothers, Inc.

## CCO No. 2 Exhibit 'A'

**Project Title: Placentia Transit Station Utility Undergrounding**

**Owner: City of Placentia**

**Contractor: Doty Brothers Inc.**

No.	Description	Bid	Actual	%	Comments	CREDIT	EXTRA
1	Contractor had to extend conduits from the existing Pull Box to the 202 Santa Fe building for providing power to the Festoon lights at Main Street.	0	\$ 370.04		2 Man crew to tie street light and festoon conduit into HH in sidewalk	-	\$ 370.04
2	Contractor had to re-excavate the trench at 224 Santa Fe to rise conduits to building for AT&T not shown on their original design	0	\$ 370.04		2 man crew to to rise conduit of from excavation for ATT service connection.	-	\$ 370.04
3	SCE requested 12 new Bollards to protect their equipment and around the new SCE pads.	0	\$ 1,904.76		3 man crew to dig bollard holes followed by 2 man crew to install on 3/9/2020.	-	\$ 1,904.76
4	Contractor had to chip and break the concrete footing next to the building footing at 202 & 224 Santa Fe Avenue in order to extend conduits next to the building.	0	\$ 1,255.93		3 man crew to chip overpour footings to adjust conduits closer to wall.	-	\$ 1,255.93
5	Contractor had to remove and relocate an existing fence at the parking lot to allow for construction of the new SCE pad. This work was not shown on SCE drawings.	0	\$ 628.95		2 man crew to fix fence post on the city right of way in west alley @ new SCE pole location.	-	\$ 628.95
6	Contractor had to relocate the conduits at 116 Santa Fe to move conduits to a new location per owner's request.	0	\$ 4,154.36		4 man crew to redig trench to move 4" conduit to allow for placement for new SCE panel.	-	\$ 4,154.36
7	Contractor had to remove footings next to the building at 128 Santa Fe Avenue to install conduits for AT&T and Spectrum. This work was not shown on the plans.	0	\$ 3,023.41		4 man crew to remove footing overpour that extended into ROW to allow for better conduit placement.	-	\$ 3,023.41
8	Contractor had to install conduits for AT&T and Spectrum at the 126 Santa Fe Avenue for work not shown on their drawings. They also had to move conduits for SCE.	0	\$ 1,275.44		3 man crew to re-excavate and reposition conduit to existing cabinet.	-	\$ 1,275.44
9	Contractor had to install bollards to protect SCE's temporary poles and risers next to the buildings. This work was not shown on the SCE plans.	0	\$ 2,340.14		3 man crew to install bollards around future junction box and pole location.	-	\$ 2,340.14
10	Contractor had to extend a new conduit from the new transformer and meter in the East Alley to provide power to the pull box for street lights on Santa Fe Avenue. In addition to providing power for Festoon lights. This work was not included in the SCE's scope of work and not known at the time of bid.	0	\$ 13,072.28		4" conduit installed for downtown festoon lights. These lights will connect to new meter in pkwy	-	\$ 13,072.28

## CCO No. 2 Exhibit 'A'

**Project Title: Placentia Transit Station Utility Undergrounding**

**Owner: City of Placentia**

**Contractor: Doty Brothers Inc.**

11	Contractor had to extend the trenching and install new conduits for both AT&T and Spectrum in addition to new lateral connections to the buildings located at 116,118,126 and 128 W Santa Fe Avenue. These conduits and laterals were not shown on the AT&T and Spectrum original drawings submitted to the City.	0	\$ 38,062.63		Doty Brothers to excavate and install all lateral services at the addresses listed above for service connections	-	\$ 38,062.63
12	Additional Scope Remove and replace asphalt north of Santa Fe behind Better Restorations.	0	\$ 7,714.25		4 man crew to remove and replace a section of asphalt behind Better Restorations by dumpster	-	\$ 7,714.25
						-	
						-	
<b>Sum of Line Item Adjustments</b>						<b>\$ -</b>	<b>\$ 74,172.23</b>
<b>Cost of Line Adjustments</b>						<b>\$ 74,172.23</b>	

Change in Contract Cost \$ 74,172.23

<b>RECORDING REQUESTED BY</b>  <b>AND WHEN RECORDED MAIL TO</b>	
Name City Clerk Street City of Placentia Address 401 E. Chapman Ave. City & State Placentia, CA 92870	

City Council Approval:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 6103

Deputy City Clerk

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described;
- The full name of the owner is City of Placentia
- The full address of the owner is 401 East Chapman Avenue  
Placentia, CA 92870

- The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

N/A

- A work of improvement on the property hereinafter described was completed on April 2, 2020. The work done was:

The project consisted of removal or relocation of utility poles and undergrounding overhead utility lines adjacent to the future Placentia Transit Station.

The name of the contractor, if any, for such work of improvement was Doty Bros. Inc.

- 11232 E. Firestone Blvd., Norwalk CA 90650

12/03/2019

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: Notice of Completion Placentia Transit Station Utility Undergrounding Project # 5801.

- The street address of said property is "none"

(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: 04-21-2020

Verification for Individual Owner

\_\_\_\_\_  
Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the City Administrator the declarant of the foregoing  
(“President of”, “Manager of”, “Owner of”, etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2020, at Placentia, California.  
(Date of Signature.) (City where signed.)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: APRIL 21, 2020

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN INTEGRATED SERVICES, INC. FOR HOMELESS ENCAMPMENT CLEAN UP SERVICES**

FISCAL  
IMPACT: EXPENSE: \$31,424 CONTRACT CLEAN UP COST  
BUDGET: \$31,424 FY 2019-2020 CONTINGENCY ACCOUNT 109595-6999

### **SUMMARY:**

On April 1 and 2, 2020 the City conducted a cleanup of the existing homeless encampments on Crowther Avenue and Industrial Way. The cleaning included clearing the area of hazardous material and debris and pressure washing sidewalks. The City coordinated the cleanup with the Orange County Catholic Worker, *et al.* (Plaintiff's) Counsel and United States District Judge David O. Carter to ensure the cleaning would be in accordance with all requirements. The City also coordinated with the Orange County Health Care Agency, City Net, and the City's Police, Public Works and Community Services Departments. American Integrated Services Inc. was contracted by the City to provide these services under administrative approval by the City Administrator. The cost to provide these cleanup services was \$31,424 and this cost was budgeted in the mid-year budget update.

Due to the Governor's Executive Order on COVID-19, the cleanup needed to occur on the aforementioned dates. In order to accommodate the cleanup with additional COVID-19 related precautions the cost of the cleanup exceeded the City Administrator's authority; however under both City Council Policy No. 430 and by virtue of the City Council's emergency declaration related to COVID-19, the City Administrator's statutory authority is increased to \$100,000 for emergency contracts during the pandemic. Both the policy and the emergency declaration require that a report be provided to the City Council at the next available City Council meeting. The Professional Services Agreement for this work is presented to the City Council for its review and consideration.

### **RECOMMENDATION:**

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

1. Approve a Professional Services Agreement with American Integrated Services, Inc. for homeless encampment clean up services, in the amount of \$31,424; and

**1. g.**  
**April 21, 2020**

2. Authorize City Administrator to approve contract change orders up to 10% of the contract amount, or \$3,142; and
3. Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

**DISCUSSION:**

For the past year, the City has worked closely with 12 other North Orange County Cities, collectively known as the North Service Planning Area (North SPA), to develop and open to the public two homeless Navigation Centers in order to address homelessness in North Orange County. The City opened the Placentia center on March 31, 2020. On the following day, the City led a two-day effort to permanently close and clean two large homeless encampments located on Crowther Avenue beneath the 57 Freeway overpass and on Industrial Way. Given the nature of the work involved, clearing a homeless encampment of hazardous materials, the terms of a Settlement Agreement overseen by a Federal District Court, and the current COVID-19 pandemic, it was necessary to procure the services of a professional hazardous materials contractor. In addition, the fluid nature of the current pandemic created a number of uncertainties complicating the City's ability to move forward with the encampment cleanup and thus present this agreement to the City Council for its consideration ahead of the actual work being performed.

Given the Governor's Executive Order, the emergent nature of this work and its impact on the Placentia community, the City Administrator invoked subsection F of Section 7 of City of Placentia Policy 430 and the authority provided under the City's emergency proclamation related to COVID-19 to authorize the contractor to conduct this work as part of a coordinated effort to clear and clean these two encampments. American Integrated Services provided a properly trained and certified hazardous materials collection crew and heavy equipment to dismantle all semi-permanent structures; and to segregate and remove all hazardous, biohazardous, e-waste, and non-hazardous debris from the accumulated piles for proper disposal at appropriate disposal facilities. All waste was properly classified, labeled and manifested. Upon completion of the cleanup, the Contractor completely disinfected and decontaminated all areas. Given the current pandemic, the Contractor also provided a chemical decontamination of all the debris that was left behind in the encampments prior to it being collected and disposed of.

**FISCAL IMPACT:**

A total of \$31,424 is available in the City's Administrator's contingency account for this one-time cost for homeless encampment debris removal and was budgeted for in the mid-year budget update. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:



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Joel Cardenas  
Public Works Superintendent

Reviewed and approved:



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Luis Estevez  
Acting Deputy City Administrator

Reviewed and approved:



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Kim Krause  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachment:

Professional Services Agreement with American Integrated Services, Inc.

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
AMERICAN INTEGRATED SERVICES, INC.**

THIS AGREEMENT is made and entered into this 21<sup>st</sup> day of April 2020 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and American Integrated Services, Inc, a California Corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide hazardous material clean up and garbage collection services, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work

will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

Agreement.

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Thirty-one Thousand Four Hundred twenty-four Dollars (\$ 31,424.00).

2.2. Additional Services. City Administrator authorization to approve change order to 10% of the contract amount or \$3,142. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on April 21<sup>st</sup> 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

## **5.0. INSURANCE**

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

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

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

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

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

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

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

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

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

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

Consultant shall designate a Project Manager who shall represent it and be its

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

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

IF TO CONSULTANT:

American Integrated Services, Inc  
P.O Box 92316, Long Beach, CA,  
90809  
Tel: 310-522-1168

Attn: Mark Acosta, Project  
Manager

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: 714-993-8245

Attn: Joel Cardenas, Public  
Works Superintendent

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The

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

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

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

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

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

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

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

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

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

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

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

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

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

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

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

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

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

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

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

constitute one agreement.

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Joel Cardenas, Public Works Superintendent

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Luis Estevez, Acting Deputy City Administrator

Date: \_\_\_\_\_

**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**



March 19, 2020

Proposal#4001340  
Revision #2

Mr. Joel Cardenas

City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870

Reference: Encampment Dismantling, Debris Removal, Transportation and Disposal

Site 1: West Crowther Ave at the 57 Undercrossing  
Site 2: Industrial Way

Dear Mr. Cardenas:

American Integrated Services, Inc. (AIS) appreciates the opportunity to provide The City of Placentia with a proposal for the referenced project. Based on the information provided in RFP Documents and Meetings, an estimate of costs is provided below.

AIS is a full-service, minority owned environmental services company specializing in remediation, construction, emergency response and specialized transportation services. Founded in 1998, AIS has become an industry leader in providing turn-key environmental services.

AIS has five office locations and equipment yards stationed strategically throughout California. Our staff of over 350 full time employees includes a full spectrum of engineers, geologists, scientists, as well as experts in the fields of environmental construction, demolition, industrial cleaning, decontamination and remediation. AIS employs a large field staff including hazardous waste certified drivers, construction and demolition specialists, emergency response personnel, confined space and rescue crews, heavy equipment operators and environmental technicians. Our in-house waste management specialists have extensive experience managing a variety of waste streams including both solid and liquid, non-hazardous, regulated wastes, RCRA hazardous land-banned/incinerator materials and TSCA wastes.

AIS field personnel are trained in accordance with 29 CFR 1910.120. In addition, the majority of our staff are confined space trained and trench/excavation certified per OSHA requirements. Our staff also receives additional specialty training depending on our client's requirements.

AIS owns over \$30 million dollars in equipment and assets including excavators, loaders, dozers, backhoes, bob cats, shoring hammers and equipment, scissor lifts, gear trucks, multiple supervisor and support vehicles, hazardous certified transportation vehicles (vacuum trucks, roll-off trucks, bob-tails, ten wheelers, drum trucks, flat beds, end dumps) and over 250 hazardous certified and specialized roll-off bins, emergency response trailers and emergency response vehicles.

Our highly trained and experienced staff, extensive list of in-house equipment, and service commitment make it possible for us to provide safe, high quality and cost-effective services.

Lastly, AIS also carries all required insurance for performing the complex and demanding services associated with the environmental industry. In addition to standard general liability of \$20,000,000, AIS also carries auto, workers compensation and contractor's pollution liability insurance. This specialized

coverage insure that both you our client and AIS are prepared for any unforeseen circumstances that may occur on your project

Scope of Work: AIS will provide Properly Trained and Certified Crew and Heavy Equipment to dismantle any semi-permanent structures, segregate and remove all Hazardous, Bio hazardous waste, E-waste and Non-hazardous debris from the accumulated piles for proper disposal at appropriate disposal facilities. All waste will be properly classified, labeled and manifested. Upon completion of the clean up we will disinfect and decontaminate all areas. We will also appoint (2) Technicians to relocate personal belongs to the storage pods on site.

Pricing:

QTY	ITEM	RATE	HOURS	DAYS	TOTAL
<b>LABOR</b>					
1	Project Manager (ST)	\$110.00	8	2	\$1,760.00
	Project Manager (OT)	\$155.00	0		\$0.00
1	Supervisor (ST)	\$85.00	8	2	\$1,360.00
	Supervisor (OT)	\$125.00	0		\$0.00
3	Operator / Driver (ST)	\$98.00	8	2	\$4,704.00
	Operator / Driver (OT)	\$140.00	0		\$0.00
6	Technician (ST)	\$80.00	8	2	\$7,680.00
	Technician (OT)	\$125.00	0		\$0.00
<b>EQUIPMENT</b>					
2	Pick Up Truck	\$45.00	8	2	\$1,440.00
2	Gear Truck	\$80.00	8	2	\$2,560.00
1	Pressure Washer	\$30.00	8	2	\$480.00
1	Mini Guzzler	\$50.00	8	2	\$800.00
1	Bobcat	\$95.00	8	2	\$1,520.00
1	Full Size Loader	\$150.00	8	2	\$2,400.00
<b>MATERIALS</b>					
8	PPE	\$65.00		2	\$1,040.00
1	Tri Wall Box	\$150.00		2	\$300.00
6	55 Gallon Drum	\$65.00		2	\$780.00
4	44 Gallon Bio Drum	\$65.00		2	\$520.00
4	5 Gallon Bucket	\$35.00		2	\$280.00
<b>DISPOSAL</b>					
1	Estimated Cost	\$3,800.00		1	\$3,800.00
	**Disposal will be billed at cost plus 20%				\$0.00
<b>TOTAL</b>					<b>\$31,424.00</b>

Assumptions:

- The above rates are based on prevailing wage.
- Straight time is the first eight (8) hours worked on site.
- Quantities of drums are estimated and may increase if needed.
- All disposal cost will be billed at cost with a 20% mark-up.
- Traffic Control will be provided by the City of Placentia.

Terms and Conditions:

- Should action be brought to collect any sums past due, prevailing party shall be entitled to recover costs and reasonable attorney's fees.
- Jurisdiction and venue for legal action shall be in the state and county of: (a) where the agreement is signed; (b) where the materials, service, or equipment was purchased; or (c) as otherwise provided by law with the (Seller) having the right to choose among these jurisdictions and venues for any particular dispute.

AIS appreciates the opportunity to submit this proposal. Should you have any questions or need additional information, please contact me at 310-864-5813.

Regards,

Mark Acosta

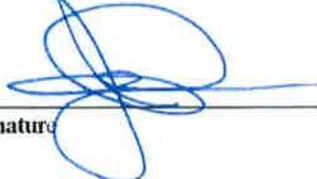
American Integrated Services, Inc.

Mark Acosta      Contract Manager

Reviewers Name and Title

Please sign and date below and return via email.

Joel Cardenas  
Print Name

  
Signature

3/30/20  
Date

## CLIENT SERVICES AGREEMENT

This Agreement is made and entered into by and between The City of Placentia ("Client") and American Integrated Services, Inc. and its affiliates, divisions, subsidiaries, agents, successors and assigns. (hereinafter "American Integrated"). These Terms and Conditions govern the work to be performed by American Integrated, as specified in Proposal# 4001340 prepared by American Integrated of which these Terms and Conditions are a part hereof

### RECITALS

WHEREAS, American Integrated is trained, experienced, and competent to perform the services which will be required by this Agreement;

WHEREAS, American Integrated is willing to render the services described herein on the following terms and conditions;

WHEREAS, all services will be conducted in accordance with the proposal and these attached terms and conditions;

NOW THEREFORE, the parties agree as follows:

### AGREEMENT

- 1 Initiation of Services: To initiate services, please complete and return the attached "Proposal Acceptance Agreement" form. All parties agree that any services performed by American Integrated prior to the Client executing the attached "Proposal Acceptance Agreement" form are governed by these referenced terms and conditions. No subsequent amendment to this Agreement shall be binding on either American Integrated or Client unless reduced to writing and signed by an authorized representative of American Integrated and Client. Any purchase order, shipping instructions, or sales acknowledgement forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.
- 2 Scope of Services: American Integrated shall provide its services at the time, place, and in the manner specified on the proposal
- 3 Time of Performance: The services of American Integrated are to commence upon execution of this Agreement and shall continue until all authorized work is completed. American Integrated shall use commercially reasonable best efforts in performing services under these Terms and Conditions and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying American Integrated's proposal, including but not limited to the Scope of Work, Fee Schedules, or any other exhibits specific to the project. American Integrated shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing American Integrated with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove American Integrated's work; or iii) if Client causes delays in any way whatsoever. In any of these events, American Integrated's time for completion of its service shall be extended accordingly. American Integrated shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond American Integrated's control. In any of these events, American Integrated's time for completion of its services shall be extended accordingly.
- 4 Safety Responsibilities: American Integrated provides a safety and health officer at the site where the work is to be done. American Integrated will advise Client regarding deficiencies with respect to specifications and applicable regulations. American Integrated is not responsible for the failure of Client or its agents to follow the recommendations of American Integrated's personnel. Where American Integrated provides a safety and health

officer, it shall be authorized to take measures on behalf of Client that, in American Integrated's opinion, will maintain generally accepted health and safety standards for personnel at the site.

5. **Site Conditions:** Client understands and acknowledges that: i) Client may be requesting American Integrated to undertake services or work for the benefit of Client involving the presence or potential presence of hazardous substances; and ii) American Integrated may be exposed to claims arising out of (or involving actual, alleged, or threatened discharge, disposal or release or escape of hazardous or potentially hazardous pollutants including, but not limited to solid, liquid, gaseous or thermal irritants or contaminants including smoke, water, vapor, soot, fumes, acids, alkalis, chemicals, wastes, and waste materials, and Client understands and agrees that American Integrated shall only be responsible for losses which directly result from American Integrated's negligence. Client will grant to, or obtain for, American Integrated unimpeded access to the project site for all equipment and personnel necessary for performance of the Services, and (if requested by American Integrated) necessary for American Integrated's personnel to photograph the project site. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the project site that American Integrated must be allowed free access to the site. While American Integrated agrees to take reasonable precautions to minimize damage to the site, Client understands that in the normal course of performing the Services some damage may occur, and further understands that American Integrated is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. American Integrated will take reasonable precaution to avoid known subterranean structures and utilities, and Client will waive any claim against American Integrated, and agrees to defend, indemnify, and hold American Integrated harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate American Integrated for any time spent or expenses incurred by American Integrated in defense of any such claim with compensation to be based upon American Integrated's prevailing fee schedule and expense reimbursement policy.
6. **Compensation:** Compensation to be paid to American Integrated shall be in accordance with the Schedule of Fees set forth in the proposal.
7. **Method of Payment:** American Integrated shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay American Integrated no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to American Integrated for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen percent (18%) per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, American Integrated may, at any time and without waiving any other rights or claims against Client, and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from American Integrated to Client. Notwithstanding any such termination of services, Client shall pay American Integrated for all services rendered by American Integrated up to the date of termination of services plus all interest, termination costs and expenses incurred by American Integrated. Should action be brought to collect any sums past due, prevailing party shall be entitled to recover court costs and reasonable attorney's fees.
8. **Ownership of Documents:** All plans, studies, documents and other writings prepared by American Integrated, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of American Integrated.
9. **Use of Data or Services:** American Integrated shall not be responsible for any loss, liability, damage, expense or cost arising from any use of American Integrated's analysis, reports, certifications, advice or reliance upon American Integrated's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions or in the Companion Documents. Client understands and agrees that American Integrated's analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without American Integrated's written permission, then Client agrees to defend and indemnify American Integrated from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that American Integrated, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. American Integrated shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and American Integrated hereby expressly waives any claim it may have to any such rights.
11. Standard of Care: AMERICAN INTEGRATED REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN AMERICAN INTEGRATED'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WERE PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT AMERICAN INTEGRATED HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY AMERICAN INTEGRATED PURSUANT TO THIS AGREEMENT.
12. Indemnity. American Integrated shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from American Integrated's negligent performance of services or under this Agreement. Client shall defend, indemnify and hold harmless American Integrated, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by American Integrated for which American Integrated is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.
13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of American Integrated, its affiliates, employees, officers, directors and agents (collectively referred to in this paragraph as American Integrated) for all claims for negligent professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.
14. Insurance: American Integrated, at American Integrated's own cost and expense, shall procure and maintain for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:
- a. Workers' Compensation Coverage: American Integrated shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
  - b. General Liability Coverage: American Integrated shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
  - c. Automobile Liability Coverage: American Integrated shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of the American Integrated employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  - d. Professional Liability Coverage: American Integrated shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from American Integrated's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

American Integrated shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under American Integrated's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by American Integrated of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. Consequential and Punitive Damages: Neither American Integrated nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Cause of Action: If Client makes a claim against American Integrated for any alleged error, omission, or other act arising out of the performance of its services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by American Integrated in defending the claim. Any cause of action brought against American Integrated shall be brought within one (1) year of the work or services performed under this Agreement.

17. Compliance with Laws: American Integrated shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in effect as of the date services are provided.

18. Resolution of Disputes: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes"), shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon Written request by either party to this Agreement for mediation of any dispute, Client and American Integrated shall select a neutral mediator by mutual agreement. Such selection shall be made Within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and American Integrated within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to the Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: Jurisdiction and venue for legal action shall be in the state and county of: (a) where the agreement is signed; (b) where the materials, service, or equipment was purchased; or (c) as otherwise provided by law with the American Integrated having the right to choose among these jurisdictions and venues for any particular dispute. If Client makes a claim against American Integrated for any alleged error, omission, or other act arising out of the performance of its services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by American Integrated in defending the claim. Any cause of action brought against American Integrated shall be brought within one (1) year of the work or services performed under this Agreement.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. **Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and American Integrated Services. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and American Integrated that any such person or entity, other than Client or American Integrated, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.
23. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.
24. **Confidential Information:** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: i) known to the public; ii) was known to the receiving party prior to its disclosure; or iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that American Integrated shall be permitted to use Client's name and logos in American Integrated's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by American Integrated is to be considered confidential and proprietary and shall not be released or disclosed to a third party without American Integrated's consent.
25. **Assignment:** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an affiliate of either party if such successor or affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.
26. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
27. **Amendments:** This Agreement may be modified or amended only by a written document executed by both American Integrated and Client.
28. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and American Integrated. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
29. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, American Integrated shall be entitled to compensation for services performed up to the effective date of termination.
30. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.
31. **Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

**EXHIBIT B**  
**INSURANCE AND ENDORSEMENTS**



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: APRIL 21, 2020

SUBJECT: **RESOLUTION RELATING TO FISCAL YEAR 2020-21 COLLECTION OF SOLID WASTE COLLECTION RATES**

FISCAL  
IMPACT: EXPENSE: \$ 3,000 MAILING EXPENSE  
BUDGETED: \$ 12,000 FY 2019-20 OPERATING BUDGET  
REFUSE ADMINISTRATION FUND

### **SUMMARY:**

In 2010, the City entered into a Franchise Agreement ("Agreement") with Republic Waste Services of Southern California, LLC ("Republic"), for solid waste collection services. Per the existing Agreement, solid waste rates are to be reviewed annually to determine if any adjustments are warranted based on changes in the Consumer Price Index (CPI). Staff and representatives from Republic meet each year to discuss potential adjustments to solid waste rates paid by residents and business owners. The last residential and commercial rate adjustment took place on July 1, 2019. Republic is proposing an adjustment to residential and commercial rates effective July 1, 2020, along with the implementation of a new collection fee in response to a newly created State unfunded mandate related to recycling of green waste.

Based on the recommendation from the City Attorney's Office, the City uses a public hearing and protest procedure consistent with Proposition 218 set forth in Article XIID of the California Constitution. Proposition 218 was approved by voters in 1996 to establish legal requirements for imposing or increasing property-related taxes, assessments, fees, and charges. Fees for refuse collection service provided to single family residential properties in Placentia is paid via the property tax roll and each property owner is not invoiced separately for refuse collection service. The recommended actions will authorize Staff to initiate the Proposition 218 notification process and set a public hearing for June 16, 2020 to consider the rate adjustment to the City's solid waste services.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2020-XX, A Resolution of the City Council of the City of Placentia, California declaring its intention to adopt increased solid waste collection charges, setting

**1. h.**  
**April 21, 2020**

a public hearing for June 16, 2020, and directing Staff to provide notice pursuant to Proposition 218; and

2. Adopt Resolution No. R-2020-XX, A Resolution of the City Council of the City of Placentia, California adopting procedures for establishing and increasing property related fees and charges under Proposition 218.

### **DISCUSSION:**

On July 20, 2010, the City entered into an Agreement with Republic for solid waste and recycling services. Per Section 24.3 of the Agreement, Republic is entitled to request a general annual rate adjustment to account for inflation. The agreed upon methodology for making this adjustment is determined by the CPI for the Los Angeles County Area as stated in § 24.3 of the Agreement. Republic can adjust the rates in July of each year based on the change in CPI for all Urban Consumers for the twelve (12) month period ending January 31<sup>st</sup> of each year. Staff and representatives from Republic confer each year to discuss potential adjustments to solid waste rates paid by residents and business owners. The last residential and commercial rate adjustment took place on July 1, 2019. Republic is proposing an adjustment to residential and commercial rates effective July 1, 2020.

### **Proposition 218**

In addition, to the provisions established in the franchise agreement, the City's ability to adjust rates is governed by Proposition 218. In 1996, California voters approved Proposition 218 which requires a specific process for cities to impose or increase certain types of fees. The provisions of Proposition 218 set forth in Article XIID of the California Constitution provide that certain types of "Property Related Fees" are subject to a "majority protest" process.

The provisions of Proposition 218 set criteria for property-related fees for refuse, water and sewer services. The fees must be set so that:

- The revenues generated by the fee do not exceed the cost of service;
- No property owner's fee exceeds his/her proportionate share of the costs;
- The City does not impose a property-related fee for a service that is not available to the property owner.

Under Proposition 218, the City's refuse collection fees are considered "Property Related Fees" since the fees are paid by property owners via the property tax roll. In other cities, refuse collection fees are either billed directly to each customer by the waste hauler or they are collected as part of the water utility bill. Proposition 218, and subsequent legislation AB 1260, define the process for establishing or adjusting property-based fees. The process requires a notice of the proposed fee be sent to all property owners in the City and 45 days after the notice is sent, a public hearing be conducted by the City Council. During the 45-day period and up until the close of the public hearing, a property owner may protest the fee by submitting a written protest. If more than 50% of the property owners of record in the City protest the fee, the City Council would be prohibited from enacting the fee change.

Staff recommends that the City Council adopt a resolution that sets a public hearing date of June 16, 2020 for the annual rate increase in conformance with Proposition 218 (Attachment 1) and a second resolution that establishes the procedures for establishing and increasing property-related fees and directs Staff to commence the 45-day protest process consistent with (Attachment 2). A notice including procedures for submitting a written protest will be mailed to all property owners shown on the last equalized property tax assessment roll of single-family households. The notice will include information about refuse collection services in the City, the reason for the proposed rate increase, as well as the current rates and proposed rates (Attachment 3). Owners will be informed that if they wish to protest the proposed new rates, they must submit their written protest to the City Clerk in advance or on the night of the public hearing prior to the close of the hearing.

### **Proposed Rates for FY 2020-21**

The proposed refuse rates for FY 2020-21 (Attachment 4) include increases due to the following circumstances:

- 1) Unfunded State mandate related to Assembly Bill (AB) 1594 relative to recycling green waste material and additional landfill costs; Program Costs per Section 24.6 of the Agreement
- 2) Annual Rate Adjustment per CPI per Section 24.3 of the Agreement
- 3) Increase in the Orange County Landfill Tipping Fees per Section 24.5 of the Agreement

### AB 1594 Program Costs

Previously, the County of Orange utilized green waste (yard waste, tree trimmings, etc.) as an organic buffer between trash layers deposited at landfills, also referred to as Alternative Daily Cover (ADC). ADC is defined as cover material that is placed on the active face of a municipal solid waste landfill at the end of each operating day to control vectors, fires, odors, blowing litter, and scavenging. The Integrated Waste Management Act of 1989 (AB 939) allowed jurisdictions to claim ADC as diversion credit towards the City's recycling goals. In 1997, Orange County started accepting green waste for free (no tip fee) to incentivize its use as ADC. The use of green waste material as daily cover has helped Placentia achieve its diversion requirement mandated by AB 939.

Within the last five years, California has established a goal to reduce the amount of organic waste sent to landfills to 50 percent of the 2014 level of disposal by 2020, and to 75 percent by 2025. As a result of this objective, Governor Brown signed Assembly Bill (AB) 1594 in September 2014. Effective January 1, 2020, AB 1594 specifies that ADC will no longer be considered diversion and will be considered regular trash. This change to the state law also means that green waste will no longer be free to place at the landfill. If taken to the landfill, green waste will be considered disposal and charged standard trash rates. Jurisdictions are required to report to CalRecycle (the state agency that oversees recycling and solid waste) progress toward meeting the requirements of AB 1594. Green waste can be recycled as compost or processed through anaerobic digestion.

The City worked with its waste hauler, Republic, to address this matter. Republic presented two (2) options to the City that would allow it to comply with AB 1594. One option is for Republic to recycle green waste material at their Agromin partner facility in Chino, California into mulch. Based on approximately 11,275 Placentia households and the total tonnage of material collected in Placentia each year, the proposed rate increase would be \$2.18 per residential household per month. The second option would be to continue disposing the green waste at the landfill and allow it to be classified as regular trash (i.e. no diversion credit given). Republic proposed a rate increase of \$1.12 per residential household per month for this option which is essentially the cost to sort and tip this material at the County landfill.

On February 4, 2020, the City Council authorized Staff to enter into a Memorandum of Understanding with Republic to implement a residential green waste compost program per AB 1594 for the initial six (6) months of 2020 and include the proposed AB 1594 program rates in conjunction with the annual rate adjustment per section 24.6 of the Agreement. The proposed increases in residential rates for AB 1594 would be granted by the City under Section 24.6 of the City's Agreement with Republic. Section 24.6 allows for discretionary, non-scheduled increases for "unusual changes in the cost of providing service under this Agreement." The section further states, "City shall review the Contractor's request and, in the City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment."

#### Annual Rate Adjustment

In accordance with the City's current waste hauling franchise agreement with Republic, the company is entitled to request a general annual rate adjustment to account for inflation. The agreed upon methodology for making this adjustment is determined by the CPI for Los Angeles County-Orange County Area as stated in Section 24.3 of the Agreement. Republic can adjust the rates in July of each year based on the change in CPI for all Urban Consumers for the twelve (12) month period ending January 31<sup>st</sup> of each year. The change in CPI for the most recent twelve (12) month period was 3.1%.

In addition to the annual CPI adjustment for all rates, commercial and industrial rates are adjusted annually for changes in the Organics Waste disposal/processing fee per ton per Section 24.7 of the Agreement. The estimated percentage increase to the annual Organic Waste processing fee is 0.12%. The City and Republic Services are waiting for the revised processing costs for FY 2020-21 from Waste Management's CORE Organic Waste Processing Facility in the City of Orange. Republic Services utilizes this third-party facility to process organic waste generated from commercial and industrial businesses. As of April 16<sup>th</sup>, Republic Services has not received the organic waste processing rates from Waste Management for FY 2020-21.

#### Orange County Landfill Tipping Fees

Another component of the rate includes landfill "tipping fees", which are passed through directly to the customer. Beginning in 2010, the County of Orange (County) increased the landfill gate tipping fees from \$22.00 per ton to \$31.37 ton. Per the Waste Disposal Agreement with the County

of Orange, the county disposal fee is adjusted each July 1 according to the change in CPI– All Urban Consumers, All Cities for the twelve (12) month period ending October 31<sup>st</sup> of each year.

The change in CPI for the most recent twelve (12) month period was 1.76%. In 2019, the landfill gate tipping fees were increased again to \$35.05 per ton. For FY 2020-21, the County will increase the fee to \$35.67, which represents a 1.76% increase from the FY 2019-20 fees

Proposed Rate Increase

The following two (2) tables provide a summary and breakdown of the proposed residential waste rates for FY 2020-21.

Residential Waste Rate Summary - FY 2020-21			
Residential Rate:	FY 19-20	FY 20-21	Difference per month
Single Family	\$25.54	\$29.63	\$4.09

Residential Waste Rate Summary – FY 2020-21							
Monthly Residential Waste Rate:	Base Service Fee	Green Waste Composting Fee (July 2020 – June 2021)	CPI Adjustment of 3.1% (January 2020 over January 2019)	Green Waste Composting Fee (Jan-June 2020)	Orange County Landfill Disposal Fee	Total Rate	FY 20-21 Rate
Single Family	\$22.26	\$2.18	\$0.75	\$1.09	\$3.34	\$29.63	25.54
Additional Containers							
Black "Trash"	\$5.86	N/A	\$0.18	N/A	\$3.34	\$9.38	
Brown "Yard"	\$5.08	N/A	\$0.16	N/A	N/A	5.24	
Green "Recycling"	\$0.00	N/A	N/A	N/A	N/A	N/A	

The following two (2) tables provide a summary and breakdown of the proposed commercial waste rates for FY 2020-21. This table only reflects the rates for the most commonly utilized rates for discussion purposes. Attachment 4 includes the full rate schedule for both residential and commercial refuse services.

Commercial Rates Summary - FY 2020-21			
Commercial Waste Rate	FY 19-20	FY 20-21	Difference per month
3 Yard Container	\$177.39	\$182.51	\$5.12
2 Yard Container	\$138.36	\$142.40	\$4.04
Organics Commercial 64g	\$46.42	\$47.90	\$1.48
3 Yard Recycle Container	\$151.36	\$156.02	\$4.66

**Commercial Rates Breakdown – FY 2020-21**

<b>Commercial Waste Rate:</b>	<b>Base Service Fee</b>	<b>CPI Adjustment of 3.1% (January 2020 over January 2019)</b>	<b>Orange County Landfill Fee</b>	<b>Organics Recycling Component Adjustment of 0.12%*</b>	<b>FY 20-21 Rate</b>
3 Yard Container (1 x p/wk)	\$151.18	\$4.65	\$26.46	\$0.22	\$182.51
Each Additional Pick-up 3 Yard Recycle Container (1 x p/wk)	\$81.68	\$2.51	\$26.26	\$0.13	\$110.79
Each Additional Pick-up 3 Yard Recycle Container (1 x p/wk)	\$151.18	\$4.65	N/A	\$0.22	\$156.02
Each Additional Pick-up	\$81.68	\$2.51	N/A	\$0.10	\$84.30

\*Note: This is only an estimate.

**Sewer Utility, Refuse and Recycling Committee Review**

The Sewer Utility, Refuse and Recycling Committee (Committee) received a presentation on the proposed rates at its March 25, 2020, meeting, and supported the recommendation to initiate the annual rate increase process for the City’s solid collection service rates for FY 2020-21.

**Proposition 218 Process and Next Steps**

As this refuse proposal is subject to the Proposition 218 process, below is a timeline of the steps necessary to complete the process:

<b>Step</b>	<b>Date</b>
Adoption of Resolution to Set Public Hearing and Direct Staff to Initiate the Proposition 218 Process	April 21, 2020
Staff to Finalize Draft Agreement Amendment between City and Republic Services	April 21, 2020 - June 1, 2020
Staff finalizes the Public Notice for printing and mailing	April 22, 2020 – May 1, 2020
Notice of Public Hearing – 45 Day Minimum Notice	No later than Friday, May 1, 2020
Public Hearing	June 2, 2020
Effective Date of Rates	July 1, 2020

**FISCAL IMPACT:**

The cost for postage for mailing out the public hearing notice for the proposed rate increase to residential trash services is estimated at \$3,000. There are budgeted funds in the FY 2019-20 Refuse Administration Budget to cover these costs. There is no impact to the General Fund.

Prepared by:

  
Elsa Y. Robinson  
Management Analyst

Reviewed and approved:

  
Luis Estevez  
Acting Deputy City Administrator

Reviewed and approved:

  
Kim Krause  
Director of Finance

Reviewed and approved:

  
Damien R. Arrula  
City Administrator

Attachments:

1. Resolution No. R-2020-XX – Setting Public Hearing
2. Resolution No. R-2020-XX – Ballot Procedures
3. Draft Notice of Public Hearing
4. Proposed FY 2020-21 Refuse Rate Schedule

## RESOLUTION NO. R-2020-16

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA DECLARING ITS INTENTION TO ADOPT INCREASED SOLID WASTE COLLECTION CHARGES, SETTING A PUBLIC HEARING FOR JUNE 16, 2020, AND DIRECTING STAFF TO PROVIDE NOTICE PURSUANT TO PROPOSITION 218

#### A. Recitals

(i). The City Council of the City of Placentia, California ("City") hereby finds, determines, declares, and resolves as follows:

(ii). the Legislature of the State of California, by enactment of Assembly Bill 939 of 1989 Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdiction; and,

Pursuant to California Public Resources Code §40059 (a)(1), the City Council of the City of Placentia has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to qualified solid waste enterprise for solid waste handling services within the City of Placentia ("City").

(iii). Article XIID of the California Constitution imposes certain procedural and substantive requirements relating to assessments (as defined).

Proposition 218, article XIID section 2(e) defines "fee" as any levy or charge imposed upon real property by an agency "as an incident of property ownership, including a user fee or charge for a property related service." Article XIID section 2(h) defines "property-related service" as "a public service having direct relationship to property ownership.

#### B. Resolution

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

1. The Recitals set forth in Part A., above, are true and correct.
2. The City Council hereby declares its intention to provide and collect fees for solid waste collection services provided to all record owners within in the City, described in Section 3 of this Resolution, for Fiscal Year 2020-21

The services within in the City included but are not limited to: trash collection, trash disposal, yard waste collection and processing, recycle collection and processing, and bulky-item collection.

The City Council hereby declares its intention to conduct a Public Hearing concerning the proposed solid waste rate increases for Fiscal Year 2020-XX in accordance with Section 6 of Article 13D of the California Constitution; and, notice is hereby given that a Public Hearing on these matters will be held by the City Council on Tuesday, June 16, 2020 at 7:00 P.M., or as soon thereafter as feasible, in the City Council Chambers located at 401 East Chapman Avenue, Placentia, California.

3. The City Clerk is hereby instructed to provide notice of the proposed rate increases in conformity with Proposition 218 and the Proposition 218 Omnibus Implementation Act, California Government Code sections 53500 et seq.

At the Public Hearing, the City Council shall consider all objections or protests, if any, to the proposed rate increases, and any person shall be permitted to present written or oral testimony. Although oral comments at the Public Hearing will not qualify as a formal protest, the City Council welcomes community input during the Public Hearing.

At the conclusion of the Public Hearing, all protests submitted and not withdrawn will be tabulated in conformity with the City's tabulation guidelines.

A majority protest exists if protests are submitted in opposition to the proposed rate increases by a majority (50% plus 1) of the property owners and solid waste service customers. Although both property owners and solid waste service customers are permitted to submit protests, only one protest shall be counted for each parcel.

At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

The City Council hereby directs staff to mail the notice of the public hearing regarding the levy of a user fee to be held on June 16, 2020 at 7:00 p.m. at the Council Chambers located at 401 East Chapman Avenue, Placentia, CA 92870. The City Council also directs staff to include in the notice envelope the user fee ballot and Resolution R-2020-17.

**APPROVED and ADOPTED this 21<sup>st</sup> day of April 2020.**

\_\_\_\_\_  
Ward L. Smith, 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 21<sup>st</sup> day of April 2020 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

## RESOLUTION NO. R-2020-17

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ADOPTING PROCEDURES FOR ESTABLISHING AND INCREASING PROPERTY RELATED FEES AND CHARGES UNDER PROPOSITION 218

#### A. Recitals

(i). The City Council of the City of Placentia, California ("City") hereby finds, determines, declares, and resolves as follows:

(ii). Proposition 218 was adopted on November 6, 1996, adding Articles XIIC and XIID to the California Constitution.

(iii.) Articles XIIC and XIID of the California Constitution requires the City to comply with the substantive and procedural requirements set forth in section 6 of Article XIID of the California Constitution prior to imposing or increasing a fee or charge upon any parcel of property or upon any person as an incident of property ownership; and

(iv). Proposition 218 requires that the "record owner" of the parcel upon which the fee or charge is proposed for imposition or increase be notified of the amount of the fee, the basis upon which the amount of the fee was calculated, the reason for the fee, and the date, time, and location of a public hearing on the fee; and

(v.) Proposition 218 does not clearly set forth the meaning of "record owner" for purposes of the notice required by section 6 of Article XIID; and Proposition 218 does not clearly set forth who is allowed to submit protests, the procedure for submitting protests, or how the protests are to be tabulated; and

(vi). The City Council wishes to set forth procedures for these two issues in this resolution which are intended to be consistent with both Proposition 218 and with the Proposition 218 Omnibus Implementation Act.

(vii). Proposition 218, article XIID section 2(e) defines "fee" as any levy or charge imposed upon real property by an agency "as an incident of property ownership, including a user fee or charge for a property related service." Article XIID section 2(h) defines "property-related service" as "a public service having direct relationship to property ownership.

#### B. Resolution

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

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.

2. The following procedures shall be used when imposing or increasing a fee or charge subject to Article XIID of the California Constitution when notice of a public hearing with respect to the adoption or increase of water, wastewater, or solid waste utility charges has been given by the City pursuant to Article XIID, Section 6(a) of the California Constitution, the following shall apply:

3. Definitions. Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines:

(a). "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed charge that is the subject of the hearing.

(b). "Record customer" and "customer of record" mean (i) the person or persons whose name or names appear on the City's records as the person who has contracted for, or is obligated to pay for, utility services to a particular utility account or (ii) another person who demonstrates to the reasonable satisfaction of the City Clerk that he, she, or it is a tenant of real property directly liable to pay the proposed fee.

(c). "Record owner" or "parcel owner" means the person or persons whose name or names appear on the County Assessor's latest equalized assessment roll as the owner of a parcel.

(d) A "fee protest proceeding" is not an election, but the City Clerk will maintain the confidentiality of protests as provided below and will maintain the security and integrity of protests at all times.

4. Protest Submittal:

(a). Any record owner or customer of record who is subject to the proposed utility charge that is the subject of the hearing may submit a written protest to the City Clerk, by:

- Delivery to the City Clerk's Office at Placentia City Hall, 401 East Chapman Avenue, Placentia, CA 92870 during published business hours
- Mail to City Clerk, 401 East Chapman Avenue, Placentia, CA 92870 or
- Personally submitting the protest at the public hearing.

(b). Protests must be received by the end of the public hearing, including those mailed to the City. No postmarks will be accepted; therefore, any protest not actually received by the close of the hearing, whether or not mailed prior to the hearing, shall not be counted.

(c). Emailed, faxed and photocopied protests shall not be counted.

(d). Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest, the City Council welcomes input from the community during the public hearing on the proposed charges.

5. Protest Withdrawal. Any person who submits a protest may withdraw it by submitting to the City Clerk a written request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn.

6. Multiple Record Owners or Customers of Record:

(a) . Each record owner or customer of record of a parcel served by the City may submit a protest. This includes instances where:

(i) A parcel is owned by more than a single record owner or more than one name appears on the City's records as the customer of record for the parcel, or

(ii) A customer of record is not the record owner, or

(iii) A parcel includes more than one record customer, or

(iv) Multiple parcels are served via a single utility account, as master-metered multiple family residential units.

(b). Only one protest will be counted per parcel as provided by Government Code Section 53755(b).

7. Transparency, Confidentiality, and Disclosure:

(a). To ensure transparency and accountability in the fee protest tabulation while protecting the privacy rights of record owners and customers of record, protests will be maintained in confidence until tabulation begins following the public hearing.

(b). Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.

8. City Clerk. The City Clerk shall not accept as valid any protest if he or she determines that any of the following is true:

(a). The protest does not state its opposition to the proposed charges.

(b). The protest does not name the record owner or record customer of the parcel identified in the protest as of the date of the public hearing.

(c). The protest does not identify a parcel served by the City that is subject to the proposed charge.

(d). The protest does not bear an original signature of the named record owner of, or record customer with respect to, the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the City Clerk, who may consult signatures on file with the County Elections Official.

(e). The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner or a customer of record to protest the charges.

(f). The protest was not received by the City Clerk before the close of the public hearing on the proposed charges.

(g). A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

9. City Clerk's Decisions Final. The City Clerk's decision that a protest is not valid shall constitute a final action of the City and shall not be subject to any internal appeal.

10. Majority Protest:

(a). A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of, or customers of record with respect to, a majority (50% plus one) of the parcels subject to the proposed charge.

(b). While the City may inform the public of the number of parcels served by the City when a notice of proposed rates is mailed, the number of parcels with active customer accounts served by the City on the date of the hearing shall control in determining whether a majority protest exists.

11. Tabulation of Protests. At the conclusion of the public hearing, the City Clerk shall tabulate all protests received, including those received during the public hearing, and shall report the results of the tabulation to the City Council. If the total number of protests received is insufficient to constitute a majority protest, the City Clerk may determine the absence of a majority protest without validating the protests received but may instead deem them all valid without further examination. Further, if the number of protests received is obviously substantially fewer than the number required to constitute a majority protest, the City Clerk may determine the absence of a majority protest without opening the envelopes in which protests are returned

12. Report of Tabulation. If at the conclusion of the public hearing, the City Clerk determines that she will require additional time to tabulate the protests, she shall so advise the City Council, which may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the City Council shall declare the time and

place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the City Council shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the City Clerk.

13. This resolution will become effective immediately upon adoption.

**APPROVED and ADOPTED this 21<sup>st</sup> day of April 2020**

\_\_\_\_\_  
Ward L. Smith, 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 21<sup>st</sup> day of April 2020 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



## CITY OF PLACENTIA NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that on Tuesday **June 16, 2020 at 7:00 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of Placentia will hold a Public Hearing in the Council Chambers of the Placentia City Hall, 401 E. Chapman Avenue, to consider proposed increases to the City's solid waste rates for Fiscal Year 2020-21, with a proposed effective date of July 1, 2020.

**REASON FOR PUBLIC HEARING:** The City Council will hold a public hearing on the above date and time to consider increasing rates for residential and commercial refuse collection services. In 1996, California voters approved Proposition 218, which establishes a specific process for cities to impose or increase certain types of fees. Proposition 218 provides that certain "Property Related" rates are subject to a noticed public hearing and "majority protest" process. Solid waste and recycling collection fees for single-family residential properties can be considered "Property Related" fees under Proposition 218 because in Placentia, fees for refuse collection and recycling services paid by single family residential customers are collected via the property tax roll. In most other Cities, refuse haulers bill customers directly or the fees for service are billed via a water or other utility bill.

This notice is being provided to you pursuant to Section 6 of Article XIID of the California Constitution (Proposition 218) and Section 53755 of the Government Code which require that notification be sent 45 days in advance of the public hearing, to the address to which the City customarily provides the refuse collection service, or the known mailing address of the property owner, for each identified single family residential parcel upon which any new or increased refuse rate or charge is being proposed ("customer of record"). You are being provided with this notice 45 days in advance of the public hearing as the identified owner of real property in the City of Placentia subject to the proposed solid waste and recycling rates. As a property owner, you have a right to submit a written protest to the proposed rate change.

**BASIS FOR RATE INCREASES:** The request for the proposed rate increase is based upon the City's existing refuse collection franchise agreement with Republic Services ("Franchise Agreement"). The Franchise Agreement provides for increases in refuse rates due to following: (a) the Service Component will automatically be adjusted each July 1st in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index ("CPI") for All Urban Consumers in the Los Angeles-Long Beach-Anaheim, CA area for the twelve (12) month period ending on January 31<sup>st</sup>, (b) the Disposal Component will automatically be adjusted in proportion to the increase or decrease in disposal costs as determined by the percentage change in the County Landfill Gate Tipping fee, and (c) changes in other operational costs in providing refuse collection services. The proposed rate increase for Fiscal Year 2020-2021 is due to a 3.1% increase in the cost of living as determined by CPI-U, Los Angeles-Long-Beach Anaheim, CA index for January 2020 over January 2019, a 1.76% increase in the County Landfill Gate Tipping Fee as determined by County of Orange, which will be in effect July 1, 2020 and composting costs for residential green waste due to the passage of Assembly Bill (AB) 1954.

Pursuant to the City's franchise agreement with Republic Services, residential solid waste service rates included the cost of disposing of solid waste at the landfill operated by the County of Orange. Due to the passage of AB 1594 in 2014, commencing on January 1, 2020, the County begin charging for the disposal of green material used for alternative daily cover (cover material placed on the surface of the landfill) because this use will no longer constitute diversion through recycling. Previously, the County did not charge for the disposal of green material that it uses as alternative daily cover. As a result, the proposed increase to the solid waste service rates for residential customers includes an increase cost to compost residential green waste to meet compliance with AB 1594. On February 4, 2020, the City Council approved a Memorandum of Understanding between the City of Placentia and Republic Services to implement AB 1594 for the initial six (6) months of 2020. The proposed residential solid waste and recycling collection rates effective July 1, 2020 are included on page 3 of this notice and are reflective of the costs related to AB 1594 commencing January 1, 2020.

**WRITTEN PROTEST PROCEDURES:** Any property owner whose property will be subject to the imposition of the proposed solid waste service fees and any tenant directly responsible for the payment of such fees (i.e., a customer of record) may submit a written protest to the proposed changes; provided, however, that only one protest will be counted per identified parcel. Any written protest must state that the identified property owner is in opposition to the proposed solid waste service charges; (2) provide the location of the identified parcel (by assessor's parcel number, street address, or customer account); (3) provide written evidence (example: current copy of City Services Bill) that the person is the property owner, if the person was not shown on Orange County's last equalized assessment roll as the property owner; and (4) include the name and signature of the property owner submitting the protest. Written protests may be submitted by mail or in person to the City Clerk's Office at 401 East Chapman Avenue, Placentia, CA 92870 or at the Public Hearing (date and time noted above), provided they are received prior to the conclusion of the public comment portion of the Public Hearing. *Any protest submitted via e-mail or other electronic means will not be accepted.*

**PUBLIC HEARING PROCESS:** All property owners of record and members of the public are invited to attend the public hearing. All members of the public are entitled to make comments at the public hearing, regardless of whether they choose to submit a written protest or own property that would be subject to the new increased rates. The City Council will hear and consider all materials and testimony concerning these matters, as well as, all written protests against the proposed rate increases. At the Public Hearing, the City Council will hear and consider all written and oral protests to the proposed solid waste service charges. **Oral comments at the Public Hearing, however, will not qualify as formal protests unless accompanied by a written protest.**

The City Clerk will tabulate written protests immediately following the close of the public hearing and will report the results directly to the City Council.

- If you do not want to protest the proposed rates, you do not need to take any action.
- If you want to protest the proposed rates, you must provide a written protest as outlined above.

At the close of the Public Hearing, the City Council will be authorized to adopt new refuse rates and related fees if written protests against the proposed increases are not presented by a majority of identified parcels upon which the proposed rates are to be imposed. If the proposed rates and fees are adopted, the increases will be effective July 1, 2020.

The City Council meeting agenda and staff report for the Public Hearing should be available by 7:00 p.m., Friday, June 12, 2020 on the City's website at: <http://placentia.org/citycouncilagenda>.

If you have questions regarding this notice or how it may impact your property, please contact the Department of Public Works at (714) 993-8148, Monday through Thursday from 7:30 a.m. to 6:00 p.m.

**On page 3 of the notice, please find a summary of the proposed solid waste and recycling collection rates effective July 1, 2020.**

**EN ESPAÑOL:** Para recibir una copia de este documento en español sobre la propuesta de incrementar las tarifas de la colección de basura por favor llámenos al (714) 993-8148, de lunes a viernes de 7:30 a.m. a 6:00 p.m.

**PROPOSED RESIDENTIAL SOLID WASTE RATES FISCAL YEAR (FY) 2020-21**  
(Effective July 1, 2020)

**Residential Solid Waste Rate Summary - FY 2020-21**

Monthly Residential Waste Rate:	FY 19-20	FY 20-21	Difference per month
<b>Single Family</b>	\$25.54	\$29.63	\$4.09
<b><u>Additional Containers</u></b>			
Black "Trash"	\$9.14	\$9.38	\$0.18
Brown "Yard"	\$5.08	\$5.24	\$0.16
Green "Recycling"	\$0.00	\$0.00	N/A
<b><u>Residential Special Services</u></b>			
Residential Roll-Out Service	\$11.96	\$12.33	\$0.37
Extra Dump - All 3 Containers	\$25.41	\$26.19	\$0.78
Exchange of All 3 Containers	\$39.30	\$40.50	\$1.20
Container Replacement - Misuse	\$69.52	\$71.66	\$2.14
<b><u>Residential Bulky-Item Pick-ups</u></b>			
Additional Pick-ups over 3x p/year	\$49.17	\$50.69	\$1.52
Charge for each item over 10	\$7.02	\$7.24	\$0.22
Additional Fee Gas Recovery	\$49.17	\$50.69	\$1.52
<b><u>Three Yard Containers</u></b>			
3 Days + Dump	\$96.70	\$99.60	\$2.90
Each Additional Day	\$7.43	\$7.66	\$0.23

**Residential Solid Waste Rate Breakdown – FY 2020-21**

Monthly Residential Waste Rate:	Base Service Fee	Green Waste Composting Fee	CPI Adjustment 3.1% (January 2020 over January 2019)	Orange County Landfill Fee	Green Waste Composting Fee (Jan-June 2020)	Total Rate
<b>Single Family</b>	\$22.26	\$2.18	\$0.75	\$3.34	\$1.09	\$29.63
<b><u>Additional Containers</u></b>						
Black "Trash"	\$5.86	N/A	\$0.18	\$3.34	N/A	\$9.38
Brown "Yard"	\$5.08	N/A	\$0.16	N/A	N/A	5.24
Green "Recycling"	\$0.00	N/A	N/A	N/A	N/A	N/A
<b><u>Residential Special Services</u></b>						
Residential Roll-Out Service	\$11.96	N/A	\$0.37	N/A	N/A	\$12.33
Extra Dump - All 3 Containers	\$25.41	N/A	\$0.78	N/A	N/A	\$26.19
Exchange of All 3 Containers	\$39.30	N/A	\$1.21	N/A	N/A	\$40.50
Container Replacement - Misuse	\$69.52	N/A	\$2.14	N/A	N/A	\$71.66
<b><u>Residential Bulky-Item Pick-ups</u></b>						
Additional Pick-ups over 3x p/year	\$49.17	N/A	\$1.51	N/A	N/A	\$50.69
Charge for each item over 10	\$7.02	N/A	\$0.22	N/A	N/A	\$7.24
Additional Fee Gas Recovery	\$49.17	N/A	\$1.51	N/A	N/A	\$50.69
<b><u>Three Yard Containers</u></b>						
3 Days + Dump	\$96.70	N/A	\$2.80	\$5.80	N/A	\$99.60
Each Additional Day	\$7.43	N/A	\$0.2	N/A	N/A	\$7.66

CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP

July 1, 2020 ADJUSTED RATES

269.466 Local CPI-U [12 Months Annual 2019]

277.755 Local CPI-U [12 Months Annual 2020]

3.975% Local CPI-U Change [Adjustment in (B)]

0.12% Organics Sector Wide PI

\$35.05 Orange County Gate Fee July 2019

\$35.67 Orange County Gate Fee July 2020

1.768% Orange County Gate Fee Change [Adjustment in (E)]

Jan 2020 over Jan 2019 Annual CPI, using Los Angeles- Long Beach-Anaheim

	(A) Service Fee	(B) Green Waste Processing Rate Adjustment	(C) Green Waste Processing Fee Jan-Jun 2020	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 0.12%	(I) Total Rate Eff 7-1-20	(K) Franchise [15% of ( I )]	(L) Administrative [5% of ( I )]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATIONS		
															(B) Must = 3.08%	(E) Must = 1.77%	(J) Must = 20.00%	
<b>RESIDENTIAL</b>																		
Single Family	\$ 22.26	\$ 2.18	\$ 1.09	\$ 0.75	\$ 26.29	\$ 3.28	\$ 0.06	\$ 3.34	\$ 29.63	\$ -	\$ 29.63	\$ 4.44	\$ 1.32	\$ 5.76	3.17%	3.08%	1.77%	19.45%
Additional Containers																		
Black "Trash" Container	\$ 5.86			\$ 0.18	\$ 6.04	\$ 3.28	\$ 0.06	\$ 3.34	\$ 9.38	\$ -	\$ 8.38	\$ 1.41	\$ 0.47	\$ 1.88	2.61%	3.08%	1.77%	20.00%
Brown "Yard Waste" Container	\$ 5.08			\$ 0.16	\$ 5.24	n/a			\$ 5.24	\$ -	\$ 5.24	\$ 0.79	\$ 0.28	\$ 1.05	3.08%	3.08%	n/a	20.00%
Green "Recycling" Container	\$ -			\$ -	\$ -	n/a			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	n/a	n/a	n/a
<b>Residential Special Services</b>																		
Residential Roll-Out Service	\$ 11.86			\$ 0.37	\$ 12.33	n/a			\$ 12.33	\$ -	\$ 12.33	\$ 1.85	\$ 0.62	\$ 2.47	3.08%	3.08%	n/a	20.00%
Extra Dump - All 3 Containers	\$ 25.41			\$ 0.78	\$ 26.19	n/a			\$ 26.19	\$ -	\$ 26.19	\$ 3.93	\$ 1.31	\$ 5.24	3.08%	3.08%	n/a	20.00%
Exchange of All 3 Containers	\$ 39.30			\$ 1.21	\$ 40.50	n/a			\$ 40.50	\$ -	\$ 40.50	\$ 6.08	\$ 2.03	\$ 8.10	3.08%	3.08%	n/a	20.00%
Container Replacement - Misuse	\$ 69.52			\$ 2.14	\$ 71.66	n/a			\$ 71.66	\$ -	\$ 71.66	\$ 10.75	\$ 3.58	\$ 14.33	3.08%	3.08%	n/a	20.00%
Residential Bulky-Item Pick-ups																		
Additional Pick-ups over 3x p/Year	\$ 49.17			\$ 1.51	\$ 60.89	n/a			\$ 50.69	\$ -	\$ 50.89	\$ 7.60	\$ 2.53	\$ 10.14	3.08%	3.08%	n/a	20.00%
Charge for each item over 10	\$ 7.02			\$ 0.22	\$ 7.24	n/a			\$ 7.24	\$ -	\$ 7.24	\$ 1.09	\$ 0.38	\$ 1.45	3.08%	3.08%	n/a	20.00%
Additional Fee Gas Recovery	\$ 49.17			\$ 1.51	\$ 60.89	n/a			\$ 50.69	\$ -	\$ 60.89	\$ 7.60	\$ 2.53	\$ 10.14	3.08%	3.08%	n/a	20.00%
Three Yard Containers																		
3 Days + Dump	\$ 90.60			\$ 2.80	\$ 93.70	\$ 5.80	\$ 0.10	\$ 5.80	\$ 99.60	\$ -	\$ 99.60	\$ 14.94	\$ 4.98	\$ 19.92	3.00%	3.08%	1.77%	20.00%
Each Additional Day	\$ 7.43			\$ 0.23	\$ 7.66	n/a			\$ 7.66	\$ -	\$ 7.66	\$ 1.15	\$ 0.38	\$ 1.53	3.08%	3.08%	n/a	20.00%

CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP

	(A) Service Fee	(B) CPI Adj	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 0.12%	(I) Total Rate Eff 8-1-19	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATIONS		
														(B) Must = 3.08%	(E) Must = 1.77%	(J) Must = 20.00%
<b>COMMERCIAL</b>																
Commercial Barrel (Each)																
1 x p/wk (Max of Three)	\$ 20.20	\$ 0.62	\$ 20.82	\$ 6.27	\$ 0.11	\$ 6.38	\$ 27.20	\$ 0.03	\$ 27.23	\$ 4.08	\$ 1.36	\$ 5.45	2.89%	3.08%	1.77%	20.00%
Each Additional Pick-up Freq.(Max 3 X)	\$ 20.20	\$ 0.62	\$ 20.82	\$ 6.27	\$ 0.11	\$ 6.38	\$ 27.20	\$ 0.03	\$ 27.23	\$ 4.08	\$ 1.36	\$ 5.45	2.89%	3.08%	1.77%	20.00%
Organic Commercial Barrel (Each)																
84G only, 1 x p/wk (Max of Three)	\$ 46.42	\$ 1.43	\$ 47.85				\$ 47.85	\$ 0.06	\$ 47.90	\$ 7.19	\$ 2.39	\$ 9.58	3.20%	3.08%	0.00%	20.00%
Each Additional Pick-up Freq (Max 3 X)										\$ -	\$ -	\$ -	0.00%	0.00%	0.00%	0.00%
Two Yard Containers																
One Pick-up Only	\$ 120.85	\$ 3.72	\$ 124.57	\$ 17.35	\$ 0.31	\$ 17.66	\$ 142.23	\$ 0.17	\$ 142.40	\$ 21.36	\$ 7.11	\$ 28.47	3.04%	3.08%	1.77%	20.00%
Each Additional Pick-up Freq (Max 3 X)	\$ 83.13	\$ 1.94	\$ 85.07	\$ 17.35	\$ 0.31	\$ 17.66	\$ 82.73	\$ 0.10	\$ 82.83	\$ 12.42	\$ 4.14	\$ 16.56	2.92%	3.08%	1.77%	20.00%
Non-Scheduled Pick-up	\$ 57.50	\$ 1.77	\$ 59.26	\$ 4.01	\$ 0.07	\$ 4.08	\$ 63.34	\$ 0.08	\$ 63.42	\$ 9.51	\$ 3.17	\$ 12.68	3.12%	3.08%	1.77%	20.00%
Three Yard Containers																
First Pick-up	\$ 151.18	\$ 4.65	\$ 155.83	\$ 26.00	\$ 0.46	\$ 26.46	\$ 182.29	\$ 0.22	\$ 182.51	\$ 27.38	\$ 9.11	\$ 36.49	3.01%	3.08%	1.77%	20.00%
Each Additional Pick-up Freq	\$ 81.88	\$ 2.51	\$ 84.20	\$ 28.00	\$ 0.46	\$ 28.46	\$ 110.68	\$ 0.13	\$ 110.79	\$ 16.62	\$ 5.53	\$ 22.15	2.88%	3.08%	1.77%	20.00%
Non-Scheduled Pick-up	\$ 70.68	\$ 2.17	\$ 72.85	\$ 5.99	\$ 0.11	\$ 6.10	\$ 78.95	\$ 0.10	\$ 79.05	\$ 11.86	\$ 3.95	\$ 15.81	3.10%	3.08%	1.77%	20.00%
Three Yard Manure Containers																
First Pick-up	\$ 151.18	\$ 4.65	\$ 155.83	\$ 39.15	\$ 0.69	\$ 39.84	\$ 195.67	\$ 0.24	\$ 195.91	\$ 29.39	\$ 9.78	\$ 39.17	2.93%	3.08%	1.77%	20.00%
Each Additional Pick-up Freq	\$ 81.88	\$ 2.51	\$ 84.20	\$ 39.15	\$ 0.69	\$ 39.84	\$ 124.04	\$ 0.15	\$ 124.19	\$ 18.63	\$ 6.20	\$ 24.83	2.78%	3.08%	1.77%	20.00%
Non-Scheduled Pick-up	\$ 70.67	\$ 2.17	\$ 72.84	\$ 5.99	\$ 0.11	\$ 6.10	\$ 78.94	\$ 0.10	\$ 79.04	\$ 11.86	\$ 3.95	\$ 15.81	3.10%	3.08%	1.77%	20.00%
Three Yard Compactors																
First Pick-up	\$ 186.52	\$ 5.74	\$ 192.26	\$ 84.17	\$ 1.14	\$ 85.31	\$ 257.57	\$ 0.31	\$ 257.88	\$ 38.68	\$ 12.88	\$ 51.56	2.87%	3.08%	1.77%	20.00%
Each Additional Pick-up Freq	\$ 117.26	\$ 3.61	\$ 120.86	\$ 84.17	\$ 1.14	\$ 85.31	\$ 186.17	\$ 0.23	\$ 186.40	\$ 27.86	\$ 8.31	\$ 37.27	2.74%	3.08%	1.77%	20.00%
Non-Scheduled Pick-up	\$ 107.40	\$ 3.30	\$ 110.71	\$ 14.81	\$ 0.26	\$ 15.07	\$ 125.78	\$ 0.15	\$ 125.93	\$ 18.89	\$ 6.29	\$ 25.18	3.04%	3.08%	1.77%	20.00%
Four Yard Containers																
First Pick-up	\$ 168.30	\$ 5.11	\$ 171.42	\$ 35.07	\$ 0.82	\$ 35.89	\$ 207.11	\$ 0.25	\$ 207.36	\$ 31.10	\$ 10.36	\$ 41.46	2.97%	3.08%	1.77%	20.00%
Each Additional Pick-up Freq	\$ 89.96	\$ 2.76	\$ 92.62	\$ 35.07	\$ 0.82	\$ 35.89	\$ 128.31	\$ 0.18	\$ 128.47	\$ 19.27	\$ 6.42	\$ 25.69	2.83%	3.08%	1.77%	20.00%
Non-Scheduled Pick-up	\$ 77.74	\$ 2.38	\$ 80.13	\$ 8.09	\$ 0.14	\$ 8.23	\$ 88.36	\$ 0.11	\$ 88.47	\$ 13.27	\$ 4.42	\$ 17.69	3.08%	3.08%	1.77%	20.00%
Six Yard Containers																
First Pick-up	\$ 173.86	\$ 5.35	\$ 179.21	\$ 52.00	\$ 0.82	\$ 52.82	\$ 232.13	\$ 0.28	\$ 232.41	\$ 34.86	\$ 11.61	\$ 46.47	2.80%	3.08%	1.77%	20.00%
Each Additional Pick-up Freq	\$ 93.84	\$ 2.89	\$ 96.83	\$ 52.00	\$ 0.82	\$ 52.82	\$ 149.75	\$ 0.18	\$ 149.93	\$ 22.40	\$ 7.49	\$ 29.88	2.73%	3.08%	1.77%	20.00%
Non-Scheduled Pick-up	\$ 81.29	\$ 2.50	\$ 83.79	\$ 12.01	\$ 0.21	\$ 12.22	\$ 98.01	\$ 0.12	\$ 98.13	\$ 14.42	\$ 4.80	\$ 19.22	3.03%	3.08%	1.77%	20.00%

CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP

(A) + Service Fee	(B) = CPI Adj.	(C) = Adjusted Service Fee [(A)+(B)]	(D) + Orange Co. Landfill	(E) = Landfill Adjustment	(F) = Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 0.12%	(I) Total Rate Eff 7-1-20	(K) + Franchise [15% of (G)]	(L) = Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATIONS		
													(B) Mul = 3.08%	(E) Mul = 1.77%	(J) Mul = 20.00%
<b>COMMERCIAL</b>															
Three Yard Construction Bin															
First Pick-up	\$ 197.01	\$ 6.06	\$ 203.06	\$ 26.42	\$ 26.89	\$ 229.95	\$ 0.28	\$ 230.23	\$ 34.54	\$ 11.50	\$ 46.04	3.05%	3.08%	1.77%	20.00%
Each Additional Pick-up Freq.	\$ 86.18	\$ 2.86	\$ 99.14	\$ 27.38	\$ 27.88	\$ 127.00	\$ 0.15	\$ 127.15	\$ 19.07	\$ 6.35	\$ 25.42	2.91%	3.08%	1.77%	20.00%
Non-Scheduled Pick-up	\$ 70.88	\$ 2.17	\$ 72.85	\$ 6.31	\$ 6.42	\$ 79.27	\$ 0.10	\$ 79.37	\$ 11.91	\$ 3.98	\$ 15.87	3.09%	3.08%	1.77%	20.00%
Temp Three Yard Container - Non Profit															
3 Days + Dump	\$ 88.00	\$ 2.71	\$ 80.70	\$ 6.31	\$ 6.42	\$ 97.12	\$ 0.12	\$ 97.24	\$ 14.59	\$ 4.86	\$ 19.45	3.11%	3.08%	1.77%	20.00%
Each Additional Day	\$ 7.21	\$ 0.22	\$ 7.43	n/a	\$ 7.43	\$ 7.43	\$ 0.01	\$ 7.44	\$ 1.12	\$ 0.37	\$ 1.49	3.20%	3.08%	0.00%	20.00%
<b>Commercial Recycle Containers</b>															
Three Yard "Recycle" Containers															
First Pick-up	\$ 151.18	\$ 4.65	\$ 155.83	n/a	\$ 155.83	\$ 155.83	\$ 0.19	\$ 160.02	\$ 23.40	\$ 7.79	\$ 31.19	3.20%	3.08%	0.00%	20.00%
Each Additional Pick-up Freq.	\$ 81.88	\$ 2.51	\$ 84.20	n/a	\$ 84.20	\$ 84.20	\$ 0.10	\$ 84.30	\$ 12.64	\$ 4.21	\$ 16.85	3.20%	3.08%	0.00%	20.00%
Non-Scheduled Pick-up	\$ 70.88	\$ 2.17	\$ 72.86	n/a	\$ 72.86	\$ 72.86	\$ 0.09	\$ 72.94	\$ 10.94	\$ 3.64	\$ 14.58	3.20%	3.08%	0.00%	20.00%
Contaminated Bin (Trash)	\$ 151.18	\$ 4.65	\$ 155.83	n/a	\$ 155.83	\$ 155.83	\$ 0.19	\$ 160.02	\$ 23.40	\$ 7.79	\$ 31.19	3.20%	3.08%	0.00%	20.00%
<b>Commercial Special Services</b>															
Pull Out Service															
First Pick-up	\$ 59.50	\$ 1.83	\$ 61.33	n/a	\$ 61.33	\$ 61.33	\$ -	\$ 61.33	\$ 9.20	\$ 3.07	\$ 12.27	3.08%	3.08%	0.00%	20.00%
Each Additional Pick up Freq	\$ 59.50	\$ 1.83	\$ 61.33	n/a	\$ 61.33	\$ 61.33	\$ -	\$ 61.33	\$ 9.20	\$ 3.07	\$ 12.27	3.08%	3.08%	0.00%	20.00%
Non-Scheduled Pick up	\$ 59.50	\$ 1.83	\$ 61.33	n/a	\$ 61.33	\$ 61.33	\$ -	\$ 61.33	\$ 9.20	\$ 3.07	\$ 12.27	3.08%	3.08%	0.00%	20.00%
Surcharge - Sunday Service	\$ 13.66	\$ 0.42	\$ 14.08	n/a	\$ 14.08	\$ 14.08	\$ -	\$ 14.08	\$ 2.11	\$ 0.70	\$ 2.81	3.08%	3.08%	0.00%	20.00%
Bin Exchange after One-Time p/Year	\$ 86.62	\$ 2.66	\$ 89.29	n/a	\$ 89.29	\$ 89.29	\$ -	\$ 89.29	\$ 13.39	\$ 4.46	\$ 17.85	3.08%	3.08%	0.00%	20.00%
Redelivery of Bin(s) - Non Payment	\$ 87.82	\$ 2.70	\$ 80.52	n/a	\$ 80.52	\$ 80.52	\$ -	\$ 80.52	\$ 13.58	\$ 4.53	\$ 18.11	3.08%	3.08%	0.00%	20.00%
Locking Latch Bins															
Set-Up Cost	\$ 104.22	\$ 3.21	\$ 107.43	n/a	\$ 107.43	\$ 107.43	\$ -	\$ 107.43	\$ 16.11	\$ 5.37	\$ 21.48	3.08%	3.08%	0.00%	20.00%
Monthly Maintenance Fee P/tp Freq.	\$ 2.32	\$ 0.07	\$ 2.39	n/a	\$ 2.39	\$ 2.39	\$ -	\$ 2.39	\$ 0.36	\$ 0.12	\$ 0.48	3.08%	3.08%	0.00%	20.00%
Special Access / Code or Key Fee	\$ 11.56	\$ 0.36	\$ 11.91	n/a	\$ 11.91	\$ 11.91	\$ -	\$ 11.91	\$ 1.79	\$ 0.60	\$ 2.39	3.08%	3.08%	0.00%	20.00%
Container Steam Cleaning after 1x/Year	\$ 111.25	\$ 3.42	\$ 114.67	n/a	\$ 114.67	\$ 114.67	\$ -	\$ 114.67	\$ 17.20	\$ 5.73	\$ 22.93	3.08%	3.08%	0.00%	20.00%
Clean-Up/Disposal "Over the Top"	\$ 40.43	\$ 1.24	\$ 41.88	n/a	\$ 41.88	\$ 41.88	\$ -	\$ 41.88	\$ 6.25	\$ 2.08	\$ 8.33	3.08%	3.08%	0.00%	20.00%
Commercial Bulky-Item Pick-ups															
Basic Charge - Two Items	\$ 49.18	\$ 1.51	\$ 50.69	n/a	\$ 50.69	\$ 50.69	\$ -	\$ 50.69	\$ 7.60	\$ 2.53	\$ 10.13	3.08%	3.08%	0.00%	20.00%
Charge for each item over Two	\$ 7.03	\$ 0.22	\$ 7.24	n/a	\$ 7.24	\$ 7.24	\$ -	\$ 7.24	\$ 1.09	\$ 0.36	\$ 1.45	3.08%	3.08%	0.00%	20.00%
Additional Fee Gas Recovery	\$ 49.18	\$ 1.51	\$ 50.69	n/a	\$ 50.69	\$ 50.69	\$ -	\$ 50.69	\$ 7.60	\$ 2.53	\$ 10.13	3.08%	3.08%	0.00%	20.00%
Tilt Hopper Monthly Rental	\$ 45.04	\$ 1.39	\$ 46.43	n/a	\$ 46.43	\$ 46.43	\$ -	\$ 46.43	\$ 6.86	\$ 2.32	\$ 9.28	3.08%	3.08%	0.00%	20.00%
Three Yard Bin Monthly Rental	\$ 57.74	\$ 1.78	\$ 59.82	n/a	\$ 59.82	\$ 59.82	\$ -	\$ 59.82	\$ 8.93	\$ 2.98	\$ 11.91	3.08%	3.08%	0.00%	20.00%

**CITY OF PLACENTIA  
EXHIBIT "A" BACK-UP**

(A) Service Fee	(B) CPI Adj	(C) Adjusted Service Fee [(A)+(B)]	(D) Orangs Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Total Rate [(C)+(F)]	(H) Organic PI 0.12%	(I) Total Rate Eff 7-1-20	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATIONS			
													(B) Must = 3.08%	(E) Must = 1.77%	(J) Must = 20.00%	
<b>INDUSTRIAL ROLL-OFF SERVICES</b>																
<b>Permanent Services</b>																
15-Yard Demo Container	\$ 399.54	\$ 12.28	\$ 411.82	\$ 217.11	\$ 3.84	\$ 220.95	\$ 632.77	\$ 0.77	\$ 633.54	\$ 95.03	\$ 31.64	\$ 128.67	3.27%	3.08%	1.77%	20.00%
15-Yard Demo Container - Clean Inerts	\$ 363.78	\$ 11.18	\$ 374.98	n/a			\$ 374.98	\$ 0.46	\$ 375.44	\$ 56.32	\$ 18.75	\$ 75.07	3.20%	3.08%	0.00%	20.00%
30-Yard Drop Off Container	\$ 377.74	\$ 11.82	\$ 389.35	\$ 180.93	\$ 3.20	\$ 184.13	\$ 573.48	\$ 0.70	\$ 674.18	\$ 86.13	\$ 28.67	\$ 114.80	3.28%	3.08%	1.77%	20.00%
30-Yard Container - Green Waste	\$ 524.27	\$ 16.12	\$ 540.39	n/a			\$ 540.39	\$ 0.68	\$ 541.05	\$ 81.16	\$ 27.02	\$ 108.18	3.20%	3.08%	0.00%	20.00%
40-Yard Compactor	\$ 474.55	\$ 14.59	\$ 489.14	\$ 253.30	\$ 4.48	\$ 257.78	\$ 746.92	\$ 0.81	\$ 747.83	\$ 112.17	\$ 37.35	\$ 149.52	3.27%	3.08%	1.77%	20.00%
<b>Temporary Services</b>																
15-Yard Demo Container	\$ 408.04	\$ 12.55	\$ 420.59	\$ 217.11	\$ 3.84	\$ 220.95	\$ 641.54	\$ 0.78	\$ 642.32	\$ 96.35	\$ 32.08	\$ 128.43	3.27%	3.08%	1.77%	20.00%
15-Yard Demo Container - Clean Inerts	\$ 375.72	\$ 11.55	\$ 387.27	n/a			\$ 387.27	\$ 0.47	\$ 387.74	\$ 58.16	\$ 18.36	\$ 77.52	3.20%	3.08%	0.00%	20.00%
30-Yard Drop Off Container	\$ 398.83	\$ 12.20	\$ 409.03	\$ 180.93	\$ 3.20	\$ 184.13	\$ 593.18	\$ 0.72	\$ 593.88	\$ 89.08	\$ 29.68	\$ 118.74	3.26%	3.08%	1.77%	20.00%
30-Yard Container - Green Waste	\$ 536.20	\$ 16.49	\$ 552.89	n/a			\$ 552.89	\$ 0.67	\$ 553.36	\$ 83.00	\$ 27.63	\$ 110.63	3.20%	3.08%	0.00%	20.00%
Overweight Surcharge p/ton (Actual weight over B tons/load)																
Trash Loads	\$ 18.41	\$ 0.80	\$ 20.01	\$ 36.10	\$ 0.64	\$ 36.83	\$ 56.84	\$ 0.07	\$ 58.91	\$ 8.54	\$ 2.84	\$ 11.38	3.43%	3.08%	1.77%	20.00%
Clean Inerts	\$ 35.79	\$ 1.10	\$ 36.89	n/a			\$ 36.89	\$ 0.04	\$ 36.93	\$ 5.54	\$ 1.84	\$ 7.38	3.20%	3.08%	0.00%	20.00%
Clean Green Waste	\$ 46.85	\$ 1.44	\$ 48.29	n/a			\$ 48.29	\$ 0.06	\$ 48.35	\$ 7.25	\$ 2.41	\$ 9.66	3.20%	3.08%	0.00%	20.00%
<b>Industrial Special Services</b>																
Saturday Service - Per Pull	\$ 38.68	\$ 1.13	\$ 37.76	n/a			\$ 37.76	\$ -	\$ 37.76	\$ 5.67	\$ 1.89	\$ 7.56	3.08%	3.08%	0.00%	20.00%
Mandatory Signature Required - Per Pull	\$ 5.78	\$ 0.18	\$ 5.98	n/a			\$ 5.98	\$ -	\$ 5.98	\$ 0.89	\$ 0.30	\$ 1.19	3.08%	3.08%	0.00%	20.00%
Additional Days Temp R/O Per Day	\$ 14.03	\$ 0.43	\$ 14.48	n/a			\$ 14.48	\$ -	\$ 14.48	\$ 2.17	\$ 0.72	\$ 2.89	3.08%	3.08%	0.00%	20.00%
Stand-By Hourly Rate	\$ 87.82	\$ 2.70	\$ 90.52	n/a			\$ 90.52	\$ -	\$ 90.52	\$ 13.58	\$ 4.53	\$ 18.11	3.08%	3.08%	0.00%	20.00%
Relocation/Trip Charge/Dead Run	\$ 57.74	\$ 1.78	\$ 59.52	n/a			\$ 59.52	\$ -	\$ 59.52	\$ 8.93	\$ 2.98	\$ 11.91	3.08%	3.08%	0.00%	20.00%
Packer "Turn-A-Round" Surcharge Per Pull	\$ 11.58	\$ 0.38	\$ 11.91	n/a			\$ 11.91	\$ -	\$ 11.91	\$ 1.79	\$ 0.60	\$ 2.39	3.08%	3.08%	0.00%	20.00%
Heavy-Duty Truck Service - Per Pull	\$ 404.24	\$ 12.43	\$ 416.67	n/a			\$ 416.67	\$ -	\$ 416.67	\$ 62.50	\$ 20.83	\$ 83.33	3.08%	3.08%	0.00%	20.00%
R/O Container Steam Cleaning after 1x/Year	\$ 115.50	\$ 3.55	\$ 119.05	n/a			\$ 119.05	\$ -	\$ 119.05	\$ 17.86	\$ 5.95	\$ 23.81	3.08%	3.08%	0.00%	20.00%
Storage Container Rental / Delivery	\$ 81.24	\$ 2.81	\$ 94.05	n/a			\$ 94.05	\$ -	\$ 94.05	\$ 14.11	\$ 4.70	\$ 18.81	3.08%	3.08%	0.00%	20.00%
Storage Container Return \$10.00 + Per/Mil	\$ 1.27	\$ 0.04	\$ 1.31	n/a			\$ 1.31	\$ -	\$ 1.31	\$ 0.20	\$ 0.07	\$ 0.27	3.08%	3.08%	0.00%	21.00%



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: APRIL 21, 2020

SUBJECT: **EMERGENCY PURCHASE OF MOBILE COMMAND VEHICLE RADIOS**

FISCAL

IMPACT:	EXPENSE:	\$ 81, 285.14	TOTAL PURCHASE PRICE AND INSTALLATION COSTS OF RADIOS/CONSOLES (INCLUDING 10% CONTINGENCY)
	BUDGETED:	\$ 0.00	FY 2019-20
	NEW APPROPRIATION:	\$ 81,285.00	FY 2019-20 (796006-6840)

**SUMMARY:**

The City's mobile Emergency Command Vehicle (MCV) is utilized as an alternate Emergency Operations Center (EOC) in the event of a natural or manmade disaster and as a Mobile Command Post (MCP) during critical incidents and special events. The MCV's 800 MHz base radio stations enable the MCV to operate as a Public Safety Communications Center as well as allow command post personnel the ability to communicate with other public safety agencies in Orange County. The current radios in the MCV have become obsolete with the recent 800 MHz radio upgrade in the county and need to be replaced to make the MCV fully operational.

Additionally, on June 4, 2019, the City Council voted to establish the Placentia Fire and Life Safety Department and awarded a contract to Lynch EMS for 9-1-1/Advanced Life Support services. As a component of that decision, the City Council directed the City Administrator to take the essential actions to implement the Fire and Life Safety Department. On December 3, 2019, the City Council approved the purchase of 800 MHz radios for the fire apparatus, radio bases to be housed at each station, and handheld radios for use by Department personnel. Another phase in the implementation of the Fire and Life Safety Department is to purchase required 800 MHz base station radios for the operation of the Fire and Life Safety Department within the MCV. Finally, in order to accommodate the homeless encampment cleanup while complying with the Governor's Executive Order on homeless, the radios needed to be purchased within a short timeframe. This was to ensure that the MCV could function as the MCP during that two day event.

On March 16, 2020 the City Administrator, as the City's Director of Emergency Services, and the Mayor, as the Chairman of the City's Disaster Council, declared a local emergency (Proclamation No. P-2020-01) due to the Covid-19 pandemic as authorized by Government Code section 8630

and Placentia Municipal Code section 11.12.020(a)(1). City of Placentia Municipal Code 3.08.140 authorizes the City Administrator to make emergency purchases up to one hundred thousand dollars (\$100,000.00) during a declared public emergency. For purchases over twenty-five thousand dollars (\$25,000.00), the City Council shall be provided a report on the emergency and the work performed. This purchase includes five (5) 800 MHz radio consolettes and one Hot Red emergency radio package for the MCV. This purchase will allow the Police Department and the Fire and Life Safety Department to operate under unified command within the MCV during emergency operations. This agenda report serves as the after-purchase report of the City Administrator's approved emergency purchase and installation of 800MHz radios for the MCV.

**RECOMMENDATION:**

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

1. Approve the City Administrator's emergency purchase order to Motorola Solutions for the purchase of 800 MHz radios for a not-to-exceed amount of \$69,456.08; and
2. Approve the City Administrator's emergency purchase order to the Orange County Sheriff's Department Communications & Technology Division for the installation and hardware costs associated with the radios in the Mobile Command Vehicle (MCV) for a not-to-exceed amount of \$4,883.45 (including a 10% contingency); and
3. Authorize the City Administrator to approve any change orders to Motorola Solutions for a cost not to exceed 10%, or \$6,945.61, of the original purchase and installation price; and
4. Adopt Resolution No. R-2020-XX, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2019-20 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
5. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

**DISCUSSION:**

The City's MCV is a self-supporting command center built on a recreational vehicle platform and powered by a diesel engine. The vehicle is configured to City specifications and provides multiple workstations with IT capabilities, conference room, televisions, satellite, phone, radio, and computer communications along with a galley, generator, AC/Heat, lighting, restroom, and other amenities for long term operations.

The MCV's 800 MHz radio base stations enable the MCV to operate as a Public Safety Communications Center and allows command post personnel the ability to communicate with other public safety agencies in Orange County. The recent countywide 800 MHz radio upgrade has rendered the current MCV radios obsolete and unusable. The radios need to be replaced to make the MCV fully operational.

The MCV is utilized as an alternate EOC. The MCV also functions as a MCP for critical incidents and special events. In the event of a natural or manmade disaster, the possibility exists, City Hall and the primary the EOC will be rendered uninhabitable and the MCV can be activated as the City's EOC.

Additionally, on June 4, 2019, the City Council voted to establish the Placentia Fire and Life Safety Department and awarded a contract to Lynch EMS for 9-1-1/Advanced Life Support services. As a component of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Fire and Life Safety Department. On December 3, 2019, the City Council approved the purchase of 800 MHz radios for the fire apparatus, radio bases to be housed at each station, and handheld radios for use by Department personnel. Another phase in the implementation of the Fire and Life Safety Department is to purchase necessary 800 MHz base radios for the Fire and Life Safety Department radio operations in the MCV.

On March 16, 2020 the City Administrator, as the City's Director of Emergency Services, and the Mayor, as the Chairman of the City's Disaster Council, declared a local emergency (Proclamation No. P-2020-01) due to the Covid-19 pandemic as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1). City of Placentia Municipal Code 3.08.140 authorizes the City Administrator the power to make emergency purchases up to one hundred thousand dollars (\$100,000.00) during a declared public emergency. For purchases over twenty-five thousand (\$25,000.00), the City Council shall be provided a report on the emergency and the work performed.

This purchase includes three (3) consolette radios for Police Department use, two (2) consolette radios for Fire and Life Safety Department use, and one (1) Hot Red emergency radio package. The radios will allow the Police and Fire and Life Safety Departments to manage critical incidents in a unified command. The radios are sold direct from Motorola Solutions without the use of a local manufacturer sales representative. The City's Purchasing and Contract Guidelines allow for sole source purchases if a proprietary product is only available through a single source. Additionally, during a declared public emergency, City Municipal Code 3.08.140, allows the City to waive the competitive bidding process.

To facilitate, integrate, and ensure effective emergency communications and responses, it is necessary to utilize the same Countywide emergency communications system. The Police Department already utilizes similar Motorola radios. The Orange County Sheriff-Coroner Department Communications and Technology Division installs and maintains the 800 MHz radios and countywide 800 MHz system.

At the time of this report, the EOC is activated and operational for the Covid-19 pandemic. If, for any reason, the EOC becomes uninhabitable and inoperative during this pandemic, the MCV may serve as the alternate EOC. Since current 800 MHz base station radios in the MCV are obsolete and unusable, the MCV is not fully functional during this pandemic and the City Administrator approved this emergency purchase on March 24, 2020.

**FISCAL IMPACT:**

The emergency purchase order to Motorola Solutions for the 800 MHz radios is \$69,456.08 using Measure U funds. The emergency purchase order to the Orange County Sheriff-Coroner Department Communications and Technology Division for the installation of the radios including a 10% contingency is \$4,883.45 using Measure U funds. The total cost of the project including a 10% contingency of \$6,945.61 for Motorola is \$81,285.14. Including the budget amendment, sufficient Measure U funds exist for the recommended actions.

Prepared by:

*Julie Kennicutt*

Julie Kennicutt  
Senior Management Analyst

Reviewed and approved:

*Darin Lenyi*

Darin Lenyi  
Chief of Police

Reviewed and approved:

*Kim Krause*

Kim Krause  
Director of Finance

Reviewed and approved:

*Damien R. Arrula*

Damien R. Arrula  
City Administrator

**Attachments:**

1. Quote from Motorola Solutions
2. Quote from Orange County Sheriff's Department Communications and Technology Division
3. Resolution R-2020-XX – Budget Amendment



Motorola Solutions  
10680 Treena Street, Suite 200  
San Diego, Ca 92131

Attention: Kim Caplan  
Phone: 858-442-3979  
kim.caplan@motorolasolutions.com

Quote: CAT-20MARCH2020-PLACENTIA  
christine.toth@bearcom.com

PREPARED FOR: JULIE KENNICUTT  
AGENCY: PLACENTIA

**Equipment Details and Pricing**

Qty:	Model	Description	List Price	Price Book	Extended
<b>MOBILE HOT RED RECEIVER RADIO</b>					
<b>HOT RED RECEIVER GREEN RADIO MOBILE</b>					
1	M25URS9PW1 N	APX6500 700/800 MHZ MID POWER MOBILE 10-35 WATT	\$14,866.00	\$10,777.85	\$10,777.85
1	G51	ADD: SMARTZONE OPERATION			
1	G806	ADD: ASTRO DIGITAL CAI OPERATION			
1	GA00805	ADD: APX 07 CONTROL HEAD			
1	G444	ADD: CONTROL HEAD SOFTWARE			
1	G851	ADD: AES ENCRYPTION			
1	G361	ADD:P25 TRUNKING			
1	G67	ADD: REMOTE MOUNT MID POWER			
1	G335	ADD: ANT 1/4 WAVE 762-870 MHZ			
1	W22	ADD: PALM MICROPHONE			
1	B18	ADD: AUXILIARY SPKR 7.5 WATT			
1	W599	ADD: 8 MODE DIRECT ENTRY			
1	GA001115	ADD: DUAL RADIO STACKABLE MID POWER TRUNNION			
1	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
1	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1	GA01113AA	ENH: DUAL RADIO OPERATION (PRIMARY RADIO)			
1	GA00235	ADD: NO GPS ANTENNA NEEDED			
1	GA09008	ADD: GROUP SERVICES			
1	G78	ADD: 3 YEAR ESSENTIAL SERVICE			
<b>HOT RED RECEIVER RED RADIO MOBILE</b>					
1	M25URS9PW1 N	APX6500 700/800 MHZ MID POWER MOBILE 10-35 WATT			
1	G51	ADD: SMARTZONE OPERATION			
1	G806	ADD: ASTRO DIGITAL CAI OPERATION			
1	G361	ADD:P25 TRUNKING			
1	G88	ADD: NO CONTROL HEAD NEEDED			
1	G851	ADD: AES ENCRYPTION			
1	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY			
1	G444	ADD: CONTROL HEAD SOFTWARE			
1	G67	ADD: REMOTE MOUNT MID POWER			
1	G335	ADD: ANT 1/4 WAVE 762-870 MHZ			
1	G90	ADD: NO MICROPHONE NEEDED			
1	B18	ADD: AUXILIARY SPKR 7.5 WATT			
1	G996	ADD: PROGRAMMING OVER P25 (OTAP)			
1	GA01177AA	ENH: DUAL RADIO OPERATION (SECONDARY RADIO)			
1	GA00235	ADD: NO GPS ANTENNA NEEDED			
1	G78	ADD: 3 YEAR ESSENTIAL SERVICE			
1	GA09008	ADD: GROUP SERVICES			
<b>APX 6000 ACCESSORIES</b>					
6	NNTN8930	APX 2350 MAH BATTERY UL/IS	\$ 178.00	\$ 142.40	\$854.40
2	NNTN8844A	SIX BANK CHARGER	\$ 1,375.00	\$ 1,100.00	\$2,200.00
<b>MCD DESKSET</b>					
4	F2380A	MCD 5000 DESKSET	\$ 1,800.00	\$ 1,548.00	\$6,192.00
4	FHN7470	MCD 5000 DESKSET HEADSET JACK BOX & CABLE	\$ 150.00	\$ 129.00	\$516.00
4	FHN7394	WALL MOUNT KIT	\$ 24.00	\$ 20.64	\$82.56
4	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD	\$ 100.00	\$ 86.00	\$344.00
4	RLN6098	HDST MODULE BASE W/P/T, 15 FT CBL	\$ 210.00	\$ 180.60	\$722.40
4	RMN5151A	OVER-THE-HEAD, BINAURAL, NOISE-CANCELING HEADSET	\$ 156.00	\$ 134.16	\$536.64
4	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET	\$ 149.00	\$ 128.14	\$512.56
<b>APX SINGLE BAND CONSOLETT</b>					
5	L37TSS9PW1 N	APX CONSOLETT	\$ 11,346.00	\$ 8,225.85	\$41,129.25
5	GA05508	DEL: VHF			
5	GA05509	DEL: UHF			
5	G806	ADD: ASTRO DIGITAL CAI OPERATION			
5	G51	ENH: SMARTZONE OPERATION APX			
5	G361	ENH: P25 TRUNKING SOFTWARE APX			
5	G996	ENH: OVER THE AIR PROVISIONING			
5	GA09008	ADD: GROUP SERVICES			
5	G843	ADD: AES ENCRYPTION APX			
5	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY			
5	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU			
5	W382	ADD: CONTROL STATION DESK GCAL MIC			
5	CA01598	ADD: AC LINE CORD US			
5	G78	ADD: 3Y ESSENTIAL SERVICE			

Pricing per Orange County Price Book Agreement # MA-060-15011560

**QUOTE TERMS AND CONDITIONS:**

- 1) Quotes are exclusive of all installation and programming charges(unless expressly stated) and all applicable taxes.
- 2) Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 3) Prices quoted are valid for thirty (30) days from the date of this quote.
- 4) Unless otherwise stated, payment will be due within thirty days after invoice.
- 5) The information provided in this quote is provided for budgetary purposes only, and does not constitute an offer to sell or license any Motorola product.

Subtotal	<b>\$63,867.66</b>
Tax	<b>\$5,588.42</b>
Shipping	<b>\$0.00</b>
<b>Total</b>	<b>\$69,456.08</b>

**REQUIRED INFORMATION FOR THE PURCHASE ORDER:**

- 1) Be a valid Purchase Order / Contract / Notice to Proceed on Company Letterhead (*note: Purchase Requisitions cannot be accepted*).
- 2) Have a PO Number / Contract Number & Date
- 3) Identify "Motorola Solutions Inc." as the Vendor (**Motorola Solutions Inc, 10680 Treena Street, Suite 200, San Diego, CA 92131**)
- 4) Have Payment Terms or Contract Number (**Net 30, or Agreement # MA-060-15011560**)
- 5) Be issued in the Legal Entity's Name
- 6) Include a Bill-To Address with a Contact Name and Phone Number
- 7) Include a Ship-To Address with a Contact Name and Phone Number
- 8) Include an Ultimate Address (only if different than the Ship-To)
- 9) Be Greater than or Equal to the Value of the Order
- 10) Be in a Non-Editable Format
- 11) Identify Tax Exemption Status (where applicable)
- 12) Include a Signature (as Required)
- 13) Email PO to "[christine.toth@bearcom.com](mailto:christine.toth@bearcom.com)" to submit order



ORANGE COUNTY SHERIFF'S DEPARTMENT  
COMMUNICATIONS & TECHNOLOGY DIVISION  
**TECHNICAL SERVICES UNIT**

## PROJECT REQUEST ESTIMATE

Date: 3/31/2020

**PROJECT: O.C. PARKS - HEADQUARTERS DOC RADIO INSTALLATION**

Job : 320017

Point of Contact: Julie Kennicutt

Phone # 626-260-5739

E-Mail: [jkennicutt@placentia.org](mailto:jkennicutt@placentia.org)

Location: 2999 La Jolla St.

Start Date: \_\_\_\_\_ Target Date: TBD

Funding:  Billable  Capital  Flat Rate  Grant Sunset On: \_\_\_\_\_

SCOPE OF WORK:

Customer has requested a quote to provide and install 5 consolettes and one Hot Red Radio package in city owned Mobile Command Vehicle.

Install customer provided Hot Red radio package at Drivers position, run (2) antenna lines to rooftop and install 2ea. quarterwave antennas.

Install 5 customer provided APX radio consolettes in existing equipment rack, add one additional APX radio tray, run additional antenna lines from equipment rack up to rooftop breakout box and distribute to existing antenna positions on gutters.

Install 5 new 1/4 wave 800 MHz mobile antennas

Provide 5 outlet 120 V power distribution for Consolettes

Interface 4 ea. MCD 5000 desksets to internal ethernet distribution.

Programming of 4 MCD5000 Desksets

Programming of 5 APX consolettes

Template Development for 3 ea. Law templates and 2 ea. Placentia Fire Templates

FOLLOW-UP:

**PROJECT: O.C. PARKS - HEADQUARTERS DOC RADIO INSTALLATION**

Job # 320017

Point of Contact: Julie Kennicutt

Phone # 626-260-5739

E-Mail: jkennicutt@placentia.org

Sub Total Material		200.00
Sales Tax @7.75%		15.50
Total Materials		215.50
Total Labor		4,224.00
<b>Project Sub Total</b>		<b>4,439.50</b>
<b>Contingency %</b>	10	443.95
<b>PARTS &amp; MATERIAL COST ESTIMATE</b>		<b>PROJECT TOTAL</b>
		<b>4,883.45</b>

Item #	Qty	Unit	Description	Manufacture	Part #	Vendor	Unit Price	Extension
1	1	Ea	Misc hardware	Various			200.00	200.00
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

### LABOR COST ESTIMATE

Phase	Resources	Hours	TASK	Rate	Extension
1	2	48	template Development, Programming Radios & MCD 5000's, Installation	88.00	4,224.00
2					0.00
3					0.00
4					0.00
5					0.00
6					0.00
7					0.00
8					0.00
9					0.00
10					0.00
11					0.00
12					0.00
13					0.00
14					0.00
15					0.00
16					0.00
17					0.00
18					0.00
19					0.00
20					0.00
Total Labor					<b>4,224.00</b>

**RESOLUTION NO. R-2020-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2019-20 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES**

**A. Recitals.**

(i). The adopted budget for the 2019-20 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The adopted budget for Fiscal Year 2019-20, Resolution No. R-2020-34, is hereby amended to reflect the following expenditure of funds:

Fund	Description	Department	GL Account	Amount	Type
Measure U	Purchase of MCV Radios	Police	796006-6840	\$81,285	Expense

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

**PASSED, ADOPTED AND APPROVED THIS 21<sup>st</sup> DAY OF APRIL 2020.**

\_\_\_\_\_  
Ward L. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21<sup>st</sup> day of April 2020 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L Bettenhausen, City Attorney



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF COMMUNITY SERVICES  
DATE: APRIL 21, 2020

SUBJECT: **APPROVE THE CONTRACT WITH THE FRIENDLY CENTER INC., WOMEN'S TRANSITIONAL LIVING CENTER INC., AND THE COUNTY OF ORANGE TO FACILITATE THE FAMILY AND COMMUNITIES TOGETHER (FACT) GRANT FOR A CONTRACT PERIOD OF THREE (3) YEARS BEGINNING JULY 1, 2020**

### FISCAL

IMPACT:	EXPENSE:	FY 20-21	\$ 52,452.71	(MISC. GRANT FUND- 504077)
		FY 21-22	\$ 38,685.71	(MISC. GRANT FUND- 504077)
		FY 22-23	\$ 33,000.00	(MISC. GRANT FUND- 504077)
	TOTAL:	FY 20/21-FY22/23	\$124,138.42	

REVENUE: FY 20/21-FY22/23 \$124,138.42 (FaCT GRANT FUND- 504077)

### SUMMARY:

The County of Orange (the "County") has a Family and Communities Together (FaCT) grant program which funds public-private partnerships designed to support and develop Family Resource Centers (FRCs). FRC sites are funded throughout the County to provide communities with essential family support services, education, and resources. City Staff worked in collaboration with the Friendly Center Inc., and Women's Transitional Living Center Inc. (WTLC), (collectively "the Partnership") to submit a proposal to the County to continue services previously established at the Placentia FRC at the Whitten Community Center during the 2015-2020 grant period. During the County Board of Supervisors meeting held on January 14, 2020, the County awarded the Partnerships' grant proposal for \$350,000 per year in FaCT funding for a five (5)-year period beginning July 1, 2020. The initial contract will provide funding for three (3) years through June 30, 2023, with an option for the parties to extend for two (2) additional one-year extensions.

The FaCT Grant will provide \$124,138.42 over the three (3) year grant period, to the City and will serve as a direct offset and/or supplement to the General Fund for Neighborhood Services and Community Services programs at the Whitten Community Center. The additional funding will be provided to the other Partnership members to fund family support services, academic tutoring, community outreach, emergency assistance, and counseling services to be located at an additional FRC site located at the Church of the Nazarene at 126 N. Walnut Avenue in Placentia.

**1. j.**  
**April 21, 2020**

This action will authorize the City Administrator, or designee, to execute all contract documents and partnership agreements with the Partnership and County to facilitate the FaCT Grant.

**RECOMMENDATION:**

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

1. Approve the Contract between the City of Placentia, the Friendly Center Inc., Women's Transitional Living Center Inc., and the County of Orange to facilitate the Family and Communities Together, (FaCT) Grant at the Whitten Community Center and at the Church of the Nazarene for an initial three (3) year contract in an amount not to exceed \$124,138.42 with an option to extend for two (2) additional one-year extensions; and
2. Authorize the City Administrator and/or his designee to execute all Contract documents and Partnership Agreements between the City of Placentia, the Friendly Center Inc., Women's Transitional Living Center Inc., and the County of Orange for the Family and Communities Together (FaCT) Grant in a form approved by the City Attorney.

**DISCUSSION:**

In July 2015, the City entered into a collaborative agreement with the Friendly Center Inc., Western Youth Services, and the WTLC, Inc., to establish the current FRC located at the Whitten Community Center. During the July 1, 2015 - June 30, 2020 grant period, the Partnership has been successful and has enabled the FRC to serve clients, by providing, family advocacy programs, employment assistance, counseling services, medical and mental health referrals, parenting classes, after school recreation and tutoring programming, emergency food assistance and crisis intervention services. Over the course of the current five (5) year grant period, over 34,000 clients have been served at the FRC through emergency assistance programs, counseling programs, food programs, youth after school tutoring and recreation, and referrals for additional services via phone calls, emails, and in-person walk ins. Additionally, throughout the current grant period, the FRC has provided several special events for the clients and residents of Placentia such as the Thanksgiving Turkey Basket Food Drive, Community Basket Christmas Event, and the annual Health Fair Program.

In July 2019, the County of Orange Social Services Agency released a Request for Proposals (RFP) to continue the FaCT Grant funding throughout the County. At this time, the City of Placentia, the Friendly Center Inc., and WTLC Inc., worked collaboratively to prepare a proposal submission for grant funding to continue from July 1, 2020 - June 30, 2023 for the initial period, with an option to extend the grant funding for two (2) additional one (1) year extensions through June 30, 2025 based on contractor performance and funding availability.

Through contract negotiations, it was determined that the new grant contract beginning July 1, 2020, will provide less funding to the City as compared to the previous contract term of July 1, 2015 – June 30, 2020, for the implementation of the after school recreation program, and will completely eliminate funding for the Part-Time Clerical Staff at the Whitten Community Center.

This reduction in funding will require the City to budget for these costs in the General Fund for the grant period.

The City of Placentia will retain full management of the Whitten Community Center under the new contract and will be responsible for the daily operations and maintenance of the site. The City will utilize the awarded grant funding to operate the after-school recreation program at the Whitten Community Center, and provide childcare services designed for participants of the FRC programs.

Under the new contract, Friendly Center Inc. has determined that it would be in the best interest of their organization to relocate their services from the Whitten Community Center to the Grace Community Church of the Nazarene, located at 126 N. Walnut Avenue in Placentia. They will no longer provide the monthly food programs currently established.

Furthermore, the new grant contract for the period of July 1, 2020 – June 30, 2023, will name Friendly Center Inc. as the lead agency. Friendly Center Inc., will provide a Full-Time FRC Coordinator that will be responsible for overseeing the Friendly Center Staff and programs, a Full-Time Information and Referral (I&R) Specialist responsible to serve as the main contact to the public and provide client referrals, and a Full-Time Volunteer Coordinator to oversee the Community Engagement Action Committee (CEAC) comprised of residents and clients. All Friendly Center services will be located at the Grace Community Church of the Nazarene. As the lead agency, Friendly Center Inc., shall also be responsible for leading the monthly partner meetings, reporting monthly service information to the County, data integrity, and invoicing the County on a monthly basis.

As the third partner under the new grant agreement, WTLC will continue to provide counseling and referral services for clients and residents of the FRC sites. At this time, it has not been determined if WTLC plans to operate solely from the Whitten Community Center site or the Grace Community Church of the Nazarene site. Their location will be dependent on the need for services and as a partner agency, they will be required to receive client referrals from both FRC locations.

The Whitten Community Center will continue to serve as the City's Neighborhood Services Office. City Staff will be partnering with other organizations within the community to continue the food program, holiday events, and other social service programs as established during the previous grant period of July 1, 2015 – June 30, 2020.

Finally, in accordance with the deliverables of the FaCT Grant, the Partnership shall work collaboratively to plan and implement the programs and services outlined in the grant contract, while providing services from two (2) locations within the City of Placentia. The Partnership will be expected to refer clients where necessary to obtain needed services.

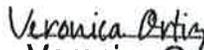
#### **FISCAL IMPACT:**

The total funding allocated to the City of Placentia for the grant period of July 1, 2020 – June 30, 2023 is \$124,138.42. Funding will be reimbursed to the City on a monthly basis. The City will receive the following funding per Fiscal Year to facilitate the programs under the new grant agreement for the grant period of July 1, 2020 - June 30, 2023:

- FY 20-21 \$52,452.71
- FY 21-22 \$38,685.71
- FY 22-23 \$33,000.00

At the conclusion of year three (3) of the grant agreement, the Partnership may extend the contract for two (2) additional one-year extensions based upon funding availability and at the discretion of the Partnership and County of Orange. Funding requests for each Fiscal Year will be appropriated during the City's annual budget process and will be allocated to the City's FaCT Grant Fund.

Prepared by:

  
\_\_\_\_\_  
Veronica Ortiz  
Community Services Supervisor

Reviewed and approved:

  
\_\_\_\_\_  
Karen Crocker  
Director of Community Services

Reviewed and approved:

  
\_\_\_\_\_  
Kim Krause  
Director of Finance

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachment:

Partnership Agreement between the City of Placentia, the Friendly Center Inc., Women's Transitional Living Center Inc., and the County of Orange to facilitate the FaCT Grant at the Placentia FRC sites for the period of July 1, 2020 – June 30, 2023



County of Orange  
**SOCIAL SERVICES AGENCY**

500 N. STATE COLLEGE BLVD.  
ORANGE, CA 92868-1673  
(714) 541-7700

**DEBRA J. BAETZ**  
DIRECTOR

**AN TRAN**  
CHIEF DEPUTY DIRECTOR

**DORTHE LEE**  
DIVISION DIRECTOR  
ADMINISTRATIVE SERVICES

**JOHN HENDRICKSON**  
DIVISION DIRECTOR  
ASSISTANCE PROGRAMS

**ANNE BLOXOM**  
DIVISION DIRECTOR  
CHILDREN & FAMILY SERVICES

**CHRISTINE SNAPPER**  
DIVISION DIRECTOR  
FAMILY SELF-SUFFICIENCY &  
ADULT SERVICES

**ANNE H. LIGHT, M.D.**  
MEDICAL DIRECTOR

April 15, 2020

Cathy Seelig  
President and Chief Executive Officer  
Friendly Center, Inc.  
P.O. Box 706  
Orange, CA 92856

SUBJECT: Agreement between County of Orange and Friendly Center, Inc., and City of Placentia, and Women's Transitional Living Center for the Provision of Family Resource Center Services, Agreement #FDA1720

Dear Ms. Seelig:

Please find attached the finalized Agreement for Friendly Center Placentia Family Resource Center Services and Signature Page. It is the responsibility of the lead agent to ensure all signature pages are secured, and in a timely manner.

**Friendly Center, Inc., and Women's Transitional Living Center:**

1. Please submit via email, one scanned copy from each partner, of an original signed and dated signature page in **blue** ink, **by April 16, 2020**.
2. Please submit via US Postal mail, four (4) original, wet signed and dated signature pages that must match the scanned copy signature page date and signature in **blue** ink, to be received by the County **by April 20, 2020**.

**City of Placentia- Karen:**

1. Please submit via email, one scanned copy of an original signed and dated signature page in **blue** ink, **by April 22, 2020, by 9:00 a.m.** as confirmed with Claudia Juarez.
2. I will arrange with you for hand delivery to SSA with safe social distancing of four (4) original, wet signed and dated signature pages to be received by the County **as soon as possible** following the City Council meeting on 04/21/2020, **by April 22, 2020**. (Do not mail)

**Submit scanned signature pages by email to:** [desiree.avila@ssa.ocgov.com](mailto:desiree.avila@ssa.ocgov.com)

**Friendly Center, Inc./WTLC: Submit original signature pages by US Postal mail to:**

County of Orange  
SSA Contracts and Procurement Services  
Attn: Desirée Avila  
500 N. State College Blvd., Suite 100  
Orange, CA 92868

A fully executed Agreement will be forwarded pending approval by the Orange County Board of Supervisors.

Respectfully,

A handwritten signature in cursive script, appearing to read "Desirée Avila".

Desirée Avila  
Contract Administrator

Cc: Karen Tyson, Friendly Center, Inc.  
Damien Arrula/Karen Crocker, City of Placentia  
Mark Lee/Alycia Capone, Women's Transitional Living Center

1 WHEREFORE, the parties hereto have executed this Agreement in the County of Orange,  
2 California.

3  
4 By: \_\_\_\_\_ By: \_\_\_\_\_  
5 CATHY SEELIG CHAIRWOMAN  
6 PRESIDENT/CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
7 FRIENDLY CENTER, INC. COUNTY OF ORANGE, CALIFORNIA

8 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

9  
10 By: \_\_\_\_\_ By: \_\_\_\_\_  
11 DAMIEN R. ARRULA MARK LEE  
12 CITY ADMINISTRATOR CHIEF EXECUTIVE OFFICER  
13 CITY OF PLACENTIA WOMEN'S TRANSITIONAL  
14 LIVING CENTER, INC.

15 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

16 SIGNED AND CERTIFIED THAT A COPY OF THIS  
17 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
18 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
19 ATTEST:

20 \_\_\_\_\_  
21 ROBIN STIELER  
22 Clerk of the Board  
23 Orange County, California

24 APPROVED AS TO FORM  
25 COUNTY COUNSEL  
26 COUNTY OF ORANGE, CALIFORNIA

27 By: \_\_\_\_\_  
28 DEPUTY

Dated: \_\_\_\_\_

1 AGREEMENT

2 BETWEEN

3 COUNTY OF ORANGE

4 AND

5 FRIENDLY CENTER, INC.

6 AND

7 CITY OF PLACENTIA

8 AND

9 WOMEN'S TRANSITIONAL LIVING CENTER, INC.

10 FOR THE PROVISION OF FAMILY RESOURCE CENTER SERVICES

11  
12 This AGREEMENT, entered into this 1st day of July, 2020, which date is particularized  
13 for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred  
14 to as "COUNTY," and Friendly Center, Inc., a California private non-profit corporation; City of  
15 Placentia, a municipal corporation and charter city; and Women's Transitional Living Center, Inc.,  
16 a California private non-profit corporation, hereinafter collectively referred to as "FRIENDLY  
17 CENTER PLACENTIA FAMILY RESOURCE CENTER" or "CONTRACTOR." Friendly  
18 Center, Inc., City of Placentia, and Women's Transitional Living Center, Inc., may each also be  
19 referred to as "Contractor Partner Agencies." This Agreement shall be administered by the County  
20 of Orange Social Services Agency Director or designee, hereinafter referred to as  
21 "ADMINISTRATOR."

22  
23 WITNESSETH:

24 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of  
25 Family Resource Center Services in Orange County; and

26 WHEREAS, such services are authorized and provided pursuant to the Adoptions and Safe  
27 Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections  
28

1 16600-16605, All County Letter (ACL) No. 01-20, ACL No. 03-12, ACL No. 14.12, and the Child  
2 and Family Services Improvement and Innovation Act; and

3 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions  
4 hereinafter set forth:

5 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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TABLE OF CONTENTS

1.	TERM .....	5
2.	ALTERATION OF TERMS.....	5
3.	STATUS OF CONTRACTOR .....	5
4.	DESCRIPTION OF SERVICES .....	5
5.	LICENSES AND STANDARDS .....	6
6.	DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP .....	7
7.	SUBCONTRACTS.....	8
8.	FORM OF BUSINESS ORGANIZATION/NAME CHANGE .....	9
9.	NON-DISCRIMINATION .....	10
10.	NOTICES.....	13
11.	NOTICE OF DELAYS.....	13
12.	INDEMNIFICATION .....	14
13.	INSURANCE.....	14
14.	NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS .....	18
15.	CONFLICT OF INTEREST .....	19
16.	ANTI-PROSELYTISM PROVISION.....	19
17.	SUPPLANTING GOVERNMENT FUNDS .....	20
18.	EQUIPMENT .....	20
19.	BREACH SANCTIONS.....	21
20.	DESIGNATED LEAD AGENCY.....	22
21.	PAYMENTS.....	23
22.	OVERPAYMENTS .....	25
23.	OUTSTANDING DEBT .....	26
24.	FINAL REPORT .....	26
25.	INDEPENDENT AUDIT .....	26
26.	RECORDS, INSPECTIONS, AND AUDITS .....	27
27.	PERSONNEL DISCLOSURE.....	29
28.	EMPLOYMENT ELIGIBILITY VERIFICATION .....	31
29.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	31
30.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	32
31.	CONFIDENTIALITY .....	32
32.	SECURITY .....	33
33.	COPYRIGHT ACCESS .....	35
34.	WAIVER .....	35
35.	SERVICES DURING EMERGENCY AND/OR DISASTER.....	35
36.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA.....	36
37.	REPORTS.....	37
38.	ENERGY EFFICIENCY STANDARDS .....	37
39.	ENVIRONMENTAL PROTECTION STANDARDS.....	37
40.	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.....	38
41.	POLITICAL ACTIVITY .....	39
42.	TERMINATION PROVISIONS .....	39
43.	GOVERNING LAW AND VENUE .....	41
44.	SIGNATURE IN COUNTERPARTS .....	41

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Exhibit A

1.	POPULATION TO BE SERVED .....	1
2.	DEFINITIONS.....	2
3.	HOURS OF OPERATION .....	3
4.	FRC GENERAL REQUIREMENTS AND CHARACTERISTICS .....	3
5.	SERVICES.....	5
6.	ADDITIONAL CONTRACTOR RESPONSIBILITIES .....	16
7.	FACILITIES .....	17
8.	DATA ENTRY AND DATA SUBMISSION REQUIREMENTS .....	18
9.	REPORTS.....	20
10.	GOALS AND OUTCOME OBJECTIVES .....	20
11.	UTILIZATION REVIEW.....	21
12.	SUSTAINABILITY.....	21
13.	MEETINGS AND TRAININGS .....	22
14.	BUDGET .....	23
15.	STAFF .....	24

1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2023, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Exhibit A to the Agreement between County of Orange and Friendly

1 Center Placentia Family Resource Center (FRC), for the Provision of Family Resource Center  
2 Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate  
3 continuously throughout the term of this Agreement with the number and type of staff described  
4 and as required for provision of services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require  
6 changes in staffing allocations to reflect current workload demands or service needs as long as  
7 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of  
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all  
13 necessary licenses and permits required by the laws of the United States, State of California  
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental  
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require  
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.  
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with  
18 such laws and licensure requirements, including, without limitation, compliance with laws  
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify  
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,  
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all  
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code  
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform  
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title  
26 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of  
27 California, County of Orange, and County of Orange Social Services Agency, and all  
28 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist

1 or be hereafter amended.

2 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
3 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
4 federal financial assistance programs and/or activities.

5 5.3 CONTRACTOR shall cooperate with the California Department of Social Services  
6 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect  
7 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY  
8 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

9 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

10 6.1 Delegation and Assignment

11 6.1.1 In the performance of this Agreement, CONTRACTOR may neither  
12 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
13 written consent of COUNTY. Any attempted delegation or assignment without prior written  
14 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
15 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
16 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
17 benefits under the terms of this Agreement requiring COUNTY approval.

18 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the  
19 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY  
20 for the provision of services under the Agreement.

21 6.2 Change of Ownership

22 CONTRACTOR agrees that if there is a change or transfer in ownership of  
23 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an  
24 assignment of the Agreement, the new owners shall be required, under the terms of sale or other  
25 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this  
26 Agreement and complete them to the satisfaction of COUNTY.

27 ///

28 ///

1           7.       SUBCONTRACTS

2           7.1       CONTRACTOR shall not subcontract for services under this Agreement without  
3           the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a  
4           subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of  
5           CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be  
6           provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision  
7           ADMINISTRATOR may require.

8                       7.1.1    Subcontracts of \$50,000 or less

9                       7.1.1.1    CONTRACTOR shall develop a standard form Purchase Order,  
10           subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services  
11           by CONTRACTOR when the cumulative total cost of the services to be provided by any  
12           organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this  
13           Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of  
14           providing services or the usual and customary charges established by the organization(s) providing  
15           the services.

16                      7.1.2    Subcontracts in excess of \$50,000

17                      7.1.2.1    CONTRACTOR shall develop and submit for approval to  
18           ADMINISTRATOR a system for the procurement of subcontracts with any organization in which  
19           the total cumulative cost of services provided by any single organization is anticipated to exceed  
20           fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed  
21           procurement system shall take into consideration such factors as: degree of price competition;  
22           pricing policies and techniques; experience and quality of service; methods of evaluating  
23           subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,  
24           award, and post-award management of subcontracts, including internal audit procedures and  
25           monitoring of subcontractor's performance until completion of services.

26                      7.1.2.2    Upon ADMINISTRATOR's approval of CONTRACTOR's  
27           proposed procurement system, CONTRACTOR shall comply with such procurement system in  
28           obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the

1 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written  
2 consent prior to entering into a subcontract with any organization when the total cumulative cost  
3 of services to be provided by that organization is anticipated to exceed fifty thousand dollars  
4 (\$50,000) during the term of this Agreement.

5 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and  
6 maintain accurate and complete financial records related to services provided under the terms of  
7 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to  
8 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or  
9 until any pending audit is completed.

10 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

11 8.1 Form of Business Organization

12 Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and  
13 submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to  
14 ADMINISTRATOR, containing, but not limited to, the following information:

15 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,  
16 partnership, corporation, etc.

17 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way  
18 of ownership or otherwise, to any parent organization or individual.

19 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any  
20 subsidiary business organization or to any individual who may be providing services, supplies,  
21 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR  
22 under this Agreement.

23 8.2 Change in Form of Business Organization

24 If, during the term of this Agreement, the form of CONTRACTOR's business  
25 organization changes, or the ownership of CONTRACTOR changes, or when changes occur  
26 between CONTRACTOR and other businesses that could impact services provided through this  
27 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such  
28 changes. A change in the form of business organization may, at COUNTY's sole discretion, be

1 treated as an attempted assignment of rights or delegation of duties of this Agreement.

2 8.3 Name Change

3 CONTRACTOR must notify COUNTY, in writing, of any change in  
4 CONTRACTOR's status with respect to name changes that do not require an assignment of the  
5 Agreement. While CONTRACTOR is required to provide name change information without  
6 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its  
7 status upon request by COUNTY.

8 9. NON-DISCRIMINATION

9 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not  
10 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of  
11 services or benefits, assignment of accommodations, treatment, evaluation, employment of  
12 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,  
13 ancestry, physical disability, mental disability, medical condition, genetic information, marital  
14 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran  
15 status, or any other protected group, in accordance with the requirements of all applicable federal  
16 or State laws.

17 9.2 CONTRACTOR shall furnish any and all information requested by  
18 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
19 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph  
20 9 et seq.

21 9.3 Non-Discrimination in Employment

22 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal  
23 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in  
24 Department of Labor regulations (Title 41 CFR Part 60).

25 9.3.2 All solicitations or advertisements for employees placed by or on behalf of  
26 CONTRACTOR shall state that all qualified applicants will receive consideration for employment  
27 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental  
28 disability, medical condition, genetic information, marital status, sex, gender, gender identity,

1 gender expression, age, sexual orientation, military and veteran status, or any other protected  
2 group, in accordance with the requirements of all applicable federal or State laws. Notices  
3 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place  
4 for employees and job applicants.

5 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a  
6 formal discrimination complaint to:

7 California Department of Fair Employment

8 2218 Kausen Drive, Suite 100

9 Elk Grove, CA 95758

10 Telephone: (800) 884-1684

11 (800) 700-2320 (TTY)

12 9.4 Non-Discrimination in Service Delivery

13 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights  
14 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age  
15 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in  
16 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as  
17 amended; California Civil Code Section 51 et seq., as amended; California Government Code  
18 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
19 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the  
20 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the  
21 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State  
22 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title  
23 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment  
24 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter  
25 amended. CONTRACTOR shall not implement any administrative methods or procedures which  
26 would have a discriminatory effect or which would violate the CDSS Manual of Policies and  
27 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,  
28 CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with

1 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be  
2 referred to the appropriate federal agency for further compliance action and enforcement of  
3 Subparagraph 9.4 et seq.

4 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal  
5 complaint any and all information as appropriate:

6 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"  
7 (PUB 13)

8 9.4.2.2 Discrimination Complaint Form

9 9.4.2.3 Civil Rights Contacts:

10 County Civil Rights Contact:

11 Orange County Social Services Agency

12 Program Integrity

13 Attn: Civil Rights Coordinator

14 P.O. Box 22001

15 Santa Ana, CA 92702-2001

16 Telephone: (714) 438-8877

17 State Civil Rights Contact:

18 California Department of Social Services

19 Civil Rights Bureau

20 P.O. Box 944243, M.S. 15-70

21 Sacramento, CA 94244-2430

22 Federal Civil Rights Contact:

23 U.S. Department of Health and Human Services

24 Office of Civil Rights

25 50 U.N. Plaza, Room 322

26 San Francisco, CA 94102

27 9.4.3 The following websites provide Civil Rights information, publications  
28 and/or forms:

1 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>  
2 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

3 9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->  
4 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*  
5 *Programs*)

6 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>  
7 (*SSA Contractor and Vendor Compliance page*)

8 10. NOTICES

9 10.1 All notices, requests, claims, correspondence, reports, statements authorized or  
10 required by this Agreement, and/or other communications shall be addressed as follows:

11 COUNTY: County of Orange Social Services Agency  
12 Contracts and Procurement Services  
13 500 N. State College Blvd, Suite 100  
14 Orange, CA 92868

15 CONTRACTOR: Friendly Center Placentia Family Resource Center  
16 c/o Friendly Center, Inc.  
17 P.O. Box 706  
18 Orange, CA 92856

19 10.2 All notices shall be deemed effective when in writing and deposited in the United  
20 States mail, first class, postage prepaid and addressed as above. Any communications, including  
21 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this  
22 Agreement addressed in any other fashion shall be deemed not given. The parties each may  
23 designate by written notice from time to time, in the manner aforesaid, any change in the address  
24 to which notices must be sent.

25 11. NOTICE OF DELAYS

26 Except as otherwise provided under this Agreement, when either party has knowledge that  
27 any actual or potential situation is delaying or threatens to delay the timely performance of this  
28 Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant

1 information with respect thereto, to the other party.

2 12. INDEMNIFICATION

3 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by  
4 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and  
5 their elected and appointed officials, officers, employees, agents, and those special districts and  
6 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY  
7 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,  
8 including, but not limited to, personal injury or property damage arising from or related to the  
9 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.  
10 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction  
11 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
12 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.  
13 Neither party shall request a jury apportionment.

14 13. INSURANCE

15 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to  
16 purchase all required insurance at CONTRACTOR's expense, including all endorsements required  
17 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been  
18 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance  
19 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.  
20 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this  
21 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for  
22 CONTRACTOR.

23 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
24 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance  
25 as an Additional Insured or maintain insurance subject to the same terms and conditions as set  
26 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if  
27 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR  
28 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance

1 requirements to every subcontractor and to receive proof of insurance prior to allowing any  
2 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR  
3 through the entirety of this Agreement for inspection by COUNTY representative(s) at any  
4 reasonable time.

5 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of  
6 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars  
7 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon  
8 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
9 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity  
10 provision(s) in the Agreement, agrees to all of the following:

11 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against  
12 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,  
13 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend  
14 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against  
15 same; and

16 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and  
17 irrespective of any duty to indemnify or hold harmless; and

18 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any  
19 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR  
20 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the  
21 insured.

22 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full  
23 term of this Agreement, COUNTY may terminate this Agreement.

24 13.5 Qualified Insurer

25 13.5.1 The policy or policies of insurance must be issued by an insurer with a  
26 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as  
27 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United  
28 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business

1 in the state of California (California Admitted Carrier).

2 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the  
3 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of  
4 the company's performance and financial ratings.

5 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide  
6 the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	Friendly Center, Inc. (FC), City of Placentia (City), and Women's Transitional Living Center (WTLC)
Automobile Liability, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence	FC, City, WTLC
Workers' Compensation	Statutory	FC, City, WTLC
Employer's Liability Insurance	\$1,000,000 per occurrence	FC, City, WTLC
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate	FC
Sexual Misconduct Liability	\$1,000,000 per occurrence	FC, City, WTLC

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21 13.8 Required Coverage Forms

22 13.8.1 Commercial General Liability coverage shall be written on Insurance  
23 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as  
24 broad.

25 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,  
26 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

27 13.9 Required Endorsements

28 13.9.1 Commercial General Liability policy shall contain the following

1 endorsements, which shall accompany the Certificate of Insurance:

2 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26  
3 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,  
4 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will  
5 state AS REQUIRED BY WRITTEN CONTRACT.

6 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20  
7 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and  
8 any insurance or self-insurance maintained by the County of Orange shall be excess and non-  
9 contributing.

10 13.10 The Workers' Compensation policy shall contain a waiver of subrogation  
11 endorsement waiving all rights of subrogation against the County of Orange, its elected and  
12 appointed officials, officers, agents and employees or provide blanket coverage, which will state  
13 AS REQUIRED BY WRITTEN CONTRACT.

14 13.11 All insurance policies required by this Agreement shall waive all rights of  
15 subrogation against the County of Orange, its elected and appointed officials, officers, agents and  
16 employees when acting within the scope of their appointment or employment.

17 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any  
18 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the  
19 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute  
20 a material breach of the contract, upon which the COUNTY may suspend or terminate this  
21 Agreement.

22 13.13 If CONTRACTOR's Professional Liability policy is a "claims made" policy,  
23 CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years  
24 following completion of this Agreement.

25 13.14 The Commercial General Liability policy shall contain a severability of interests  
26 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

27 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in  
28 Paragraph 10 of this Agreement.

1           13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements  
2 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,  
3 award may be made to the next qualified proponent.

4           13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or  
5 decrease insurance of any of the above insurance types throughout the term of this Agreement.  
6 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
7 appropriate to adequately protect COUNTY.

8           13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance  
9 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance  
10 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of  
11 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and  
12 COUNTY shall be entitled to all legal remedies.

13           13.19 The procuring of such required policy or policies of insurance shall not be construed  
14 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and  
15 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits  
16 available from the insurer.

17           14.    NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

18           CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of  
19 occurrence, the following:

20           14.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
21 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
22 under this Agreement. While CONTRACTOR is required to provide this information without  
23 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
24 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

25           14.2 Any accident or incident relating to services performed under this Agreement that  
26 involves injury or property damage which may result in the filing of a claim or lawsuit against  
27 CONTRACTOR and/or COUNTY.

28           14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or

1 relating to services performed by CONTRACTOR under this Agreement.

2 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

3 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of  
4 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this  
5 Agreement.

6 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom  
7 CONTRACTOR is providing the same or similar services, under a written agreement, regardless  
8 of service location or jurisdiction.

9 15. CONFLICT OF INTEREST

10 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions  
11 or conditions that could result in a conflict with COUNTY interests. In addition to the  
12 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and  
13 subcontractors associated with the provision of goods and services provided under this Agreement.  
14 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and  
15 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,  
16 entertainment, payments, loans, or other considerations which could be deemed to influence or  
17 appear to influence COUNTY staff or elected officers in the performance of their duties.

18 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of  
19 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,  
20 Agreement performance. While CONTRACTOR will be required to provide this information  
21 without prompting from COUNTY any time there is a change regarding conflict of interest,  
22 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

23 16. ANTI-PROSELYTISM PROVISION

24 No funds provided directly to institutions or organizations to provide services and  
25 administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be  
26 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by  
27 law.

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1           17.    SUPPLANTING GOVERNMENT FUNDS

2           CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the  
3 purposes of this Agreement with any funds made available under this Agreement.  
4 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from  
5 COUNTY with respect to, that portion of its obligations which have been paid by another source  
6 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,  
7 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,  
8 State, or COUNTY funds under any federal, State, or COUNTY program without prior written  
9 approval of ADMINISTRATOR.

10          18.    EQUIPMENT

11           18.1 All items purchased with funds provided under this Agreement, or which are  
12 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand  
13 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital  
14 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital  
15 Equipment is limited to the performance of this Agreement. Upon the termination of this  
16 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to  
17 COUNTY or its representatives, or dispose of them in accordance with the directions of  
18 ADMINISTRATOR.

19                   CONTRACTOR further agrees to the following:

20                   18.1.1 To maintain all items of Capital Equipment in good working order and  
21 condition, normal wear and tear excepted.

22                   18.1.2 To label all items of Capital Equipment, do periodic inventories as required  
23 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital  
24 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All  
25 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

26                   18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,  
27 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement  
28 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

1                   18.1.4 To purchase a policy or policies of insurance covering loss or damage to  
2 any and all Capital Equipment purchased under this Agreement, in the amount of the full  
3 replacement value thereof, providing protection against the classification of fire, extended  
4 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the  
5 parties' interests as they appear.

6                   18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in  
7 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the  
8 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's  
9 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for  
10 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if  
11 prior written approval has not been obtained from ADMINISTRATOR.

12                   18.3 Computer Equipment

13                   No computers and/or personal electronic devices, such as tablets and laptop  
14 computers, or any component thereof, may be purchased with funds provided under this  
15 Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR.  
16 Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,  
17 be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4,  
18 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon  
19 termination of this Agreement.

20                   19. BREACH SANCTIONS

21                   19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or  
22 conditions of this Agreement shall be a material breach of this Agreement. In such event,  
23 ADMINISTRATOR may, and in addition to immediate termination and any other remedies  
24 available at law, in equity, or otherwise specified in this Agreement:

25                   19.1.1 Afford CONTRACTOR a time period within which to cure the breach,  
26 which period shall be established by ADMINISTRATOR; and/or

27                   19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period  
28 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;

1 and/or

2 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
3 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

4 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action  
5 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

6 20. DESIGNATED LEAD AGENCY

7 20.1 Each of the Contractor Partner Agencies agrees that the Friendly Center, Inc. (FC)  
8 shall serve as the designated lead agent on behalf of the CONTRACTOR, with authority to present  
9 claims to COUNTY on behalf of each of the Contractor Partner Agencies for services delivered  
10 by each of them pursuant to this Agreement. As designated lead agent, FC shall receive the claims  
11 from each of the other Contractor Partner Agencies on a monthly basis and shall submit these  
12 claims, along with its own monthly claim, pursuant to Paragraph 21 herein. Claims submitted to  
13 COUNTY by the designated lead agent shall clearly identify the services that were performed by  
14 Contractor Partner Agencies. Any and all payments to be made by COUNTY pursuant to this  
15 Agreement shall be made payable to the designated lead agent. The designated lead agent shall  
16 thereafter disburse payment as appropriate to the Contractor Partner Agencies. Each of the  
17 Contractor Partner Agencies agrees that COUNTY's disbursement of payment to the designated  
18 lead agent shall satisfy COUNTY's payment obligation under this Agreement.

19 20.2 As the designated lead agent, FC shall also be responsible for activities that include  
20 but are not limited to the following:

21 20.2.1 Oversight of FRC services;

22 20.2.2 Employment and supervision of the FRC Coordinator;

23 20.2.3 Employment and/or oversight of the Information and Referral Specialist;

24 20.2.4 Employment and/or oversight of the Community Engagement Coordinator;

25 20.2.5 Establishing and facilitating a monthly FRC meeting with Contractor  
26 Partner Agencies and ensuring meetings minutes are documented;

27 20.2.6 Coordinating weekly Case Management Team (CMT) meetings;

28 20.2.7 Collecting and maintaining all invoice documentation;

1                   20.2.8 Overseeing the collection, maintenance, and management of all FRC data,  
2 including outcome measurements;

3                   20.2.9 Maintaining the integrity of the Families and Communities Together  
4 (FaCT) database and other reports, as necessary;

5                   20.2.10 Generating monthly reports (i.e., Service Grids) and other reports as  
6 requested, in accordance with Paragraph 37 of this Agreement and Paragraph 9 of Exhibit A for  
7 submission to COUNTY;

8                   20.2.11 Overseeing and submitting to the COUNTY budget/contract modification  
9 requests on behalf of the FRC;

10                  20.2.12 Reimbursing FaCT-funded Contractor Partner Agencies for FaCT-funded  
11 services rendered prior to invoicing COUNTY;

12                  20.2.13 Producing, distributing, and maintaining a current, monthly FaCT FRC  
13 event/activity calendar as directed by ADMINISTRATOR;

14                  20.2.14 Coordinating FRC sustainability efforts referenced in Paragraph 12 of  
15 Exhibit A;

16                  20.2.15 Ensuring FaCT funded partner organization(s) and/or subcontractor(s) are  
17 current on required documentation (e.g., insurance certificates, copies of resumes/applications,  
18 independent audits);

19                  20.2.16 Ensuring all non-FaCT funded partner agency(ies) have a current  
20 agreement with the FRC and provide copies of agreements to COUNTY upon request;

21                  20.2.17 Facilitating collaborative activities, services, and programs to ensure  
22 effective service delivery;

23                  20.2.18 Submitting Special Incident Reports to the COUNTY; and

24                  20.2.19 Attending required FaCT meetings and mandatory trainings.

25   21.   PAYMENTS

26       21.1   Maximum Contractual Obligation

27                  The maximum obligation of COUNTY under this Agreement shall not exceed the  
28 amount of \$1,050,000, or actual allowable costs, whichever is less. The estimated annual amount

1 for each twelve (12) month period is as follows:

2 21.1.1 Year One: \$350,000 for July 1, 2020 through June 30, 2021;

3 21.1.2 Year Two: \$350,000 for July 1, 2021 through June 30, 2022; and

4 21.1.3 Year Three: \$350,000 for July 1, 2022 through June 30, 2023.

5 21.2 Allowable Costs

6 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly  
7 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this  
8 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,  
9 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will  
10 be incurred by CONTRACTOR for June 2021, during the month of such anticipated expenditure.

11 21.3 Claims

12 21.3.1 CONTRACTOR shall submit monthly claims to be received by  
13 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses  
14 incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend  
15 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY  
16 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
17 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
18 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

19 21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.  
20 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with  
21 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,  
22 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some  
23 of which may be required to be copied. Source documents that CONTRACTOR must submit shall  
24 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
25 shall retain all financial records in accordance with Paragraph 26 of this Agreement.

26 21.3.3 Payments should be released by COUNTY within a reasonable time period  
27 of approximately thirty (30) days after receipt of a correctly completed claim form and required  
28 supporting documentation.

1                                   21.3.4 Year-End and Final Claims

2                                   21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY  
3 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in  
4 Paragraph 1, by no later than August 30<sup>th</sup> of each corresponding COUNTY fiscal year. Claims  
5 received after August 30<sup>th</sup> of each corresponding COUNTY fiscal year may, at  
6 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the  
7 date upon which the final claim per each COUNTY fiscal year must be received, upon written  
8 notice to CONTRACTOR.

9                                   21.3.4.2 The basis for final settlement shall be the actual allowable costs  
10 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant  
11 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that  
12 any overpayment has been made, COUNTY may offset the amount of the overpayment against  
13 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
14 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing  
15 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has  
16 been made.

17                                   22. OVERPAYMENTS

18                                   Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
19 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with  
20 any applicable regulations and/or policies in effect during the term of this Agreement, or as  
21 established by COUNTY procedure. Any overpayments made by COUNTY which result from a  
22 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to  
23 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment  
24 within thirty (30) days after the date of the final audit findings report and prior to any  
25 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected  
26 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within  
27 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees  
28 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this

1 Paragraph.

2 23. OUTSTANDING DEBT

3 CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process  
4 of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and  
5 during the term of this Agreement.

6 24. FINAL REPORT

7 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within  
8 sixty (60) days after the termination of this Agreement, which shall summarize the activities and  
9 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and  
10 ADMINISTRATOR may mutually agree to modify the date upon which the final report must be  
11 submitted. Any agreement must be in writing.

12 25. INDEPENDENT AUDIT

13 25.1 CONTRACTOR shall employ a licensed certified public accountant who shall  
14 prepare and file with ADMINISTRATOR an annual organization-wide audit of related  
15 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well  
16 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,  
17 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to  
18 the aforementioned regulations for any year covered during the term of this Agreement,  
19 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of  
20 CONTRACTOR's financial statements. The audit must be performed in accordance with  
21 generally accepted government auditing standards. CONTRACTOR shall cooperate with  
22 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)  
23 months after issuance of all audit reports with regard to audit exceptions.

24 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1  
25 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide  
26 audits for each of the fiscal cycles corresponding with the term of this Agreement.  
27 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's  
28 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for

1 ADMINISTRATOR to deny payment under this or any subsequent Agreement with  
2 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.  
3 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to  
4 CONTRACTOR.

5 26. RECORDS, INSPECTIONS, AND AUDITS

6 26.1 Financial Records

7 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete  
8 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five  
9 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,  
10 State, and federal audits are completed, whichever is later.

11 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,  
12 internal control, and financial reporting standards in conformity with generally accepted  
13 accounting principles established by the American Institute of Certified Public Accountants and  
14 to the satisfaction of ADMINISTRATOR.

15 26.2 Client Records

16 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records  
17 of clients served and dates and type of services provided under the terms of this Agreement in a  
18 form acceptable to ADMINISTRATOR.

19 26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR  
20 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment  
21 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,  
22 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR  
23 requests and COUNTY provides written approval for the right to store the records in another  
24 county. Notwithstanding anything to the contrary, upon termination of this Agreement,  
25 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in  
26 accordance with Subparagraph 42.2 of this Agreement.

27 26.2.3 COUNTY may refuse payment for a claim if client records are determined  
28 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be

1 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an  
2 overpayment within the provisions of this Agreement.

3 26.3 Public Records

4 To the extent permissible under the law, all records, including, but not limited to,  
5 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may  
6 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

7 26.4 Inspections and Audits

8 26.4.1 The U.S. Department of Health and Human Services, Comptroller General  
9 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's  
10 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall  
11 have access to any books, documents, papers, and records, including medical records, of  
12 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all  
13 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate  
14 the work performed or being performed under this Agreement and the premises in which it is being  
15 performed.

16 26.4.2 CONTRACTOR shall make its books and records available within the  
17 borders of Orange County within ten (10) days of receipt of written demand by  
18 ADMINISTRATOR.

19 26.4.3 In the event CONTRACTOR does not make available its books and  
20 financial records within the borders of Orange County, CONTRACTOR agrees to pay all  
21 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to  
22 obtain CONTRACTOR's books and records.

23 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's  
24 liability to the State or Federal Government or any agency thereof resulting from any  
25 disallowances or other audit exceptions to the extent that such liability is attributable to  
26 CONTRACTOR's failure to perform under this Agreement.

27 26.5 Evaluation Studies

28 CONTRACTOR shall participate, as requested by COUNTY, in research and/or

1 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's  
2 services or provide information about CONTRACTOR's project.

3 27. PERSONNEL DISCLOSURE

4 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services  
5 through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A  
6 (hereinafter referred to as "Personnel").

7 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all  
8 Personnel providing services hereunder, including résumés and job applications. Changes to the  
9 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé  
10 and/or job application. The list shall include:

11 27.2.1 Names and dates of birth of all Personnel by title, whose direct services are  
12 required to provide the programs described herein;

13 27.2.2 A brief description of the functions of each position and the hours each  
14 person works each week, or for part-time Personnel, each day or month, as appropriate;

15 27.2.3 The professional degree, if applicable, and experience required for each  
16 position; and

17 27.2.4 The language skill, if applicable, for all Personnel.

18 27.3 Where authorized by law, and in a manner consistent with California Government  
19 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed  
20 information regarding the conviction of a crime, by any court, for offenses other than minor traffic  
21 offenses. Information discovered subsequent to the hiring or promotion of any prospective  
22 Personnel shall be cause for termination from the performance of services under this Agreement.

23 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,  
24 a clearance on the following public websites of the names and dates of birth for all Personnel who  
25 will have direct, interactive contact with clients served through this Agreement: U.S. Department  
26 of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
27 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

28 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,

1 a criminal record background check on all Personnel who will have direct, interactive contact with  
2 clients served through this Agreement. Background checks conducted through the California  
3 Department of Justice shall include a check of the California Central Child Abuse Index, when  
4 applicable. Candidates will satisfy background checks consistent with this Paragraph and their  
5 performance of services under this Agreement.

6 27.6 CONTRACTOR shall ensure that clearances and background checks described in  
7 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing  
8 services under this Agreement.

9 27.7 In the event a record is revealed through the processes described in Subparagraphs  
10 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of  
11 Personnel providing services through this Agreement.

12 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to  
13 provide services under this Agreement have satisfactory past work records and/or reference checks  
14 indicating their ability to perform the required duties and accept the kind of responsibility  
15 anticipated under this Agreement. CONTRACTOR shall maintain records of background  
16 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel  
17 assigned to provide services under this Agreement, for a minimum of five (5) years from the date  
18 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits  
19 are completed, whichever is later, in compliance with all applicable laws.

20 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
21 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any  
22 Personnel performing services under this Agreement, when such information becomes known to  
23 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to  
24 provide services under this Agreement and shall provide notice of such determination to  
25 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's  
26 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

27 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
28 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

1           27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel  
2 from the performance of services under this Agreement. At the request of COUNTY,  
3 CONTRACTOR shall immediately replace said Personnel.

4           27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated  
5 for cause from working on this Agreement.

6           27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph  
7 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the  
8 terms and conditions of this Agreement.

9       28.    EMPLOYMENT ELIGIBILITY VERIFICATION

10           As applicable, CONTRACTOR warrants that it fully complies with all federal and State  
11 statutes and regulations regarding the employment of aliens and others, and that all its employees  
12 performing work under this Agreement meet the citizenship or alien status requirement set forth  
13 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing  
14 work hereunder, all verification and other documentation of employment eligibility status required  
15 by federal or State statutes and regulations, including, but not limited to, the Immigration Reform  
16 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may  
17 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
18 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with  
19 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers  
20 and employees from employer sanctions and any other liability which may be assessed against  
21 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or  
22 State statutes or regulations pertaining to the eligibility for employment of any persons performing  
23 work under this Agreement.

24       29.    CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

25           CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure  
26 that all employees, agents, subcontractors, and all other individuals performing services under this  
27 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section  
28 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of

1 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,  
2 agents, subcontractors, and all other individuals performing services under this Agreement to sign  
3 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and  
4 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set  
5 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as  
6 they now exist or as they may hereafter be amended.

7 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY  
8 LAW

9 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely  
10 Surrendered Baby Law, its implementation in Orange County, and where and how to safely  
11 surrender a baby. The fact sheet is available on the Internet at [www.babysafe.ca.gov](http://www.babysafe.ca.gov) for printing  
12 purposes. The information shall be posted in all reception areas where clients are served.

13 31. CONFIDENTIALITY

14 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to  
15 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of  
16 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may  
17 now exist or be hereafter amended.

18 31.2 All records and information concerning any and all persons referred to  
19 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential  
20 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other  
21 individuals performing services under this Agreement. CONTRACTOR shall require all of its  
22 employees, agents, subcontractors, and all other individuals performing services under this  
23 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any  
24 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms  
25 of this Agreement.

26 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all  
27 other individuals performing services under this Agreement of this provision and that any person  
28 violating the provisions of said California state law may be guilty of a crime.

1           31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject  
2 to the confidentiality requirements of this Agreement.

3           31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect  
4 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,  
5 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may  
6 hereafter be amended.

7           31.5.1 No access, disclosure, or release of information regarding a child who is the  
8 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is  
9 in doubt, no such information shall be released without the written approval of a Judge of the  
10 Juvenile Court.

11           31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court  
12 before allowing any child to be interviewed, photographed, or recorded by any publication or  
13 organization, or to appear on any radio, television, or internet broadcast or make any other public  
14 appearance. Such approval shall be requested through child's Social Worker.

15   32.   SECURITY

16           32.1   Security Requirements

17           32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and  
18 COUNTY-related records and information pursuant to all statutory laws relating to privacy and  
19 confidentiality that currently exists or exists at any time during the term of this Agreement.  
20 CONTRACTOR represents and warrants that it has implemented and will maintain during the  
21 term of this Agreement administrative, physical, and technical safeguards to reasonably protect  
22 private and confidential client information, to protect against anticipated threats to the security or  
23 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or  
24 use of COUNTY data. Such safeguards and controls shall include at a minimum:

25                   32.1.1.1 Storage of confidential paper files that ensures records are  
26 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

27                   32.1.1.2 Control of access to physical and electronic records to ensure  
28 COUNTY data is accessed only by individuals with a need to know for the delivery of contract

1 services.

2 32.1.1.3 Control to prevent unauthorized access and to prevent  
3 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

4 32.1.1.4 Firewall protection.

5 32.1.1.5 Use of encryption methods of electronic COUNTY data while  
6 in transit from CONTRACTOR networks to external networks, when applicable.

7 32.1.1.6 Measures to securely store all COUNTY data, including, but not  
8 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
9 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
10 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
11 the term of this Agreement administrative, technical, and physical safeguards and controls  
12 consistent with State and federal security requirements.

13 32.2 Security Breach Notification

14 32.2.1 CONTRACTOR shall have policies and procedures in place for the  
15 effective management of Security Breaches, as defined below. In the event of any actual,  
16 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
17 experiences or learns of that either compromises or could reasonably be expected to compromise  
18 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security  
19 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such  
20 notification, CONTRACTOR shall, at its own expense, immediately:

21 32.2.1.1 Investigate to determine the nature and extent of the Security  
22 Breach.

23 32.2.1.2 Contain the incident by taking necessary action, including, but  
24 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in  
25 security.

26 32.2.1.3 Report to COUNTY the nature of the Security Breach, the  
27 COUNTY data used or disclosed, the person who made the unauthorized use or received the  
28 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect

1 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will  
2 take to prevent future similar unauthorized use or disclosure.

3 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will  
4 determine what actions are necessary in response to the Security Breach and who will perform  
5 these actions. Actions may include, but are not limited to: notifications; investigation and  
6 remediation costs, including notification of all whose personal information was disclosed; outside  
7 investigation; forensics; counsel; crisis management; and credit monitoring. In the event  
8 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall  
9 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection  
10 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally  
11 required actions.

12 33. COPYRIGHT ACCESS

13 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have  
14 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and  
15 hereafter, all material developed under this Agreement, including those covered by copyright.

16 34. WAIVER

17 No delay or omission by either party hereto to exercise any right or power accruing upon  
18 any noncompliance or default by the other party with respect to any of the terms of this Agreement  
19 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of  
20 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other  
21 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,  
22 condition, or agreement herein contained.

23 35. SERVICES DURING EMERGENCY AND/OR DISASTER

24 35.1 CONTRACTOR acknowledges that service usage may surge during or after an  
25 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,  
26 urgent, usually unexpected occurrence or event requiring immediate action to protect the health  
27 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in  
28 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as

1 described above may require resources or support beyond the local government's capability and  
2 will typically involve a proclamation of a local emergency by the local governing body (e.g., city  
3 council, County Board of Supervisors, or State) and may be declared at the federal level by the  
4 President of the United States.

5 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust  
6 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY  
7 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may  
8 include, but are not limited to: providing services at different location(s); assigning staff to work  
9 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents  
10 (FTEs); reassigning staff to an assignment in which their experience or skill is needed; and  
11 prioritizing services for staff as requested by COUNTY.

12 35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared  
13 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.

14 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

15 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use  
16 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including  
17 commercial advertisement, promotional purposes, announcements, displays, or press releases,  
18 without COUNTY's prior written consent is expressly prohibited.

19 36.2 CONTRACTOR may develop and publish information related to this Agreement  
20 where all of the following conditions are satisfied:

21 36.2.1 ADMINISTRATOR provides its written approval of the content and  
22 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the  
23 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

24 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes  
25 a statement that the program, wholly or in part, is funded through County, State, and Federal  
26 Government funds;

27 36.2.3 The information does not give the appearance that the COUNTY, its  
28 officers, employees, or agencies endorse:

1 36.2.3.1 Any commercial product or service; and

2 36.2.3.2 Any product or service provided by CONTRACTOR, unless  
3 approved in writing by ADMINISTRATOR; and

4 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,  
5 or other publicly available social media sites) to publish information related to this Agreement,  
6 CONTRACTOR shall develop social media policies and procedures and have them available to  
7 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy  
8 and Procedures as they pertain to any social media developed in support of the services described  
9 within this Agreement. The policy is available on the Internet at  
10 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

11 37. REPORTS

12 37.1 CONTRACTOR shall provide information deemed necessary by  
13 ADMINISTRATOR to complete any State-required reports related to the services provided under  
14 this Agreement.

15 37.2 CONTRACTOR shall maintain records and submit reports containing such data  
16 and information regarding the performance of CONTRACTOR's services, costs, or other data  
17 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by  
18 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon  
19 written notice to CONTRACTOR.

20 38. ENERGY EFFICIENCY STANDARDS

21 As applicable, CONTRACTOR shall comply with the mandatory standards and policies  
22 relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

23 39. ENVIRONMENTAL PROTECTION STANDARDS

24 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401  
25 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and  
26 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),  
27 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR  
28 assures that:

1           39.1 No facility to be utilized in the performance of the proposed grant has been listed  
2 on the EPA List of Violating Facilities;

3           39.2 It will notify COUNTY prior to award of the receipt of any communication from  
4 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the  
5 grant is under consideration to be listed on the EPA List of Violating Facilities; and

6           39.3 It will notify COUNTY and EPA about any known violation of the above laws and  
7 regulations.

8       40.   CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
9           CERTAIN FEDERAL TRANSACTIONS

10       40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121  
11 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down  
12 by the Office of Management and Budget (OMB) and published in the Federal Register dated  
13 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it  
14 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must  
15 contain, and CONTRACTOR must certify compliance utilizing a form provided by  
16 ADMINISTRATOR that cites the following:

17           40.1.1 The definitions and prohibitions contained in the clause at Federal  
18 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
19 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
20 B of this certification.

21           40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her  
22 knowledge and belief as of December 23, 1989, that

23           40.1.2.1 No federal appropriated funds have been paid or will be paid to  
24 any person for influencing or attempting to influence an officer or employee of any agency, a  
25 Member of Congress, an officer or employee of Congress, or an employee of a Member of  
26 Congress on his or her behalf in connection with the awarding of any federal contract, the making  
27 of any federal grant, the making of any federal loan, the entering into of any cooperative  
28 agreement, and the extension, continuation, renewal, amendment, or modification of any federal

1 contract, grant, loan or cooperative agreement;

2 40.1.2.2 If any funds other than federal appropriated funds (including  
3 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any  
4 person for influencing or attempting to influence an officer or employee of any agency, a Member  
5 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his  
6 or her behalf in connection with this solicitation, the offeror shall complete and submit with its  
7 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;  
8 and

9 40.1.2.3 He or she will include the language of this certification in all  
10 subcontract awards at any tier and require that all recipients of subcontract awards in excess of  
11 \$100,000 shall certify and disclose accordingly.

12 40.1.3 Submission of this certification and disclosure is a prerequisite for making  
13 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes  
14 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to  
15 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,  
16 and not more than \$100,000, for each such failure.

17 41. POLITICAL ACTIVITY

18 CONTRACTOR agrees that the funds provided herein shall not be used to promote,  
19 directly or indirectly, any political party, political candidate, or political activity, except as  
20 permitted by law.

21 42. TERMINATION PROVISIONS

22 42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately  
23 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice  
24 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any  
25 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of  
26 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable  
27 control, and repeated or continued violations of COUNTY ordinances unrelated to performance  
28 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless

1 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to  
2 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

3 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon  
4 notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to  
5 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,  
6 and pertinent documents. The Transition Period may be modified as agreed upon in writing by the  
7 parties. During the Transition Period, service and data access shall continue to be made available  
8 to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or  
9 transitioning all data in the format determined by COUNTY.

10 42.3 In the event of termination of this Agreement, cessation of business by  
11 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide  
12 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to  
13 promptly provide to COUNTY the COUNTY data if requested to do so on such media as  
14 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
15 Agreement.

16 42.4 The obligations of COUNTY under this Agreement are contingent upon the  
17 availability of federal and/or State funds, as applicable, for the reimbursement of  
18 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
19 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
20 remains in effect or operation. In the event that such funding is terminated or reduced,  
21 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
22 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
23 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
24 notification of such determination. CONTRACTOR shall immediately comply with  
25 ADMINISTRATOR's decision.

26 42.5 If any term, covenant, condition, or provision of this Agreement or the application  
27 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement  
28 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated

1 thereby.

2 43. GOVERNING LAW AND VENUE

3 This Agreement has been negotiated and executed in the State of California and shall be  
4 governed by and construed under the laws of the State of California, without reference to conflict  
5 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole  
6 and exclusive venue shall be a court of competent jurisdiction located in Orange County,  
7 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,  
8 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree  
9 to waive any and all rights to request that an action be transferred for trial to another county.

10 44. SIGNATURE IN COUNTERPARTS

11 44.1 The parties agree that separate copies of this Agreement may be signed by each of  
12 the parties, and this Agreement will have the same force and effect as if the original had been  
13 signed by all the parties.

14 44.2 CONTRACTOR represents and warrants that the person executing this Agreement  
15 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind  
16 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all  
17 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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1 WHEREFORE, the parties hereto have executed this Agreement in the County of Orange,  
2 California.

3  
4 By: \_\_\_\_\_ By: \_\_\_\_\_  
5 CATHY SEELIG CHAIRWOMAN  
6 PRESIDENT/CHIEF EXECUTIVE OFFICER OF THE BOARD OF SUPERVISORS  
7 FRIENDLY CENTER, INC. COUNTY OF ORANGE, CALIFORNIA

8 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

9  
10 By: \_\_\_\_\_ By: \_\_\_\_\_  
11 DAMIEN R. ARRULA MARK LEE  
12 CITY ADMINISTRATOR CHIEF EXECUTIVE OFFICER  
13 CITY OF PLACENTIA WOMEN'S TRANSITIONAL  
14 LIVING CENTER, INC.

15 Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

16 SIGNED AND CERTIFIED THAT A COPY OF THIS  
17 AGREEMENT HAS BEEN DELIVERED TO THE CHAIR  
18 OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
19 ATTEST:

20 \_\_\_\_\_  
21 ROBIN STIELER  
22 Clerk of the Board  
23 Orange County, California

24 APPROVED AS TO FORM  
25 COUNTY COUNSEL  
26 COUNTY OF ORANGE, CALIFORNIA

27 By: \_\_\_\_\_  
28 DEPUTY

Dated: \_\_\_\_\_

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
FRIENDLY CENTER, INC.  
AND  
CITY OF PLACENTIA  
AND  
WOMEN'S TRANSITIONAL LIVING CENTER, INC.  
FOR THE PROVISION OF FAMILY RESOURCE CENTER SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide Family Resource Center (FRC) services, as contained in Paragraph 5 of this Exhibit, to: birth, kinship, blended, adoptive, and Resource Families with children, ages birth to eighteen (0-18) years, who are at risk of or are experiencing child abuse and neglect; families who are living in poverty or suffering economic hardship, domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families involved with and/or receiving child welfare services; non-minor dependents ages eighteen (18) to twenty-one (21) years old, who are being served by child welfare or probation agencies and who are under the jurisdiction of the Orange County Juvenile Court; homeless families, unaccompanied homeless youth, and those families at-risk of homelessness; military families; and persons with disabilities. The population to be served as defined in this Paragraph shall hereinafter be referred to as "PARTICIPANTS" or "FAMILIES."

1.2 CONTRACTOR shall provide FRC services primarily to those PARTICIPANTS residing in the city of Placentia and surrounding communities.

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1           2.     DEFINITIONS

2           2.1     Community Engagement Advisory Committee (CEAC): A partnership of multiple  
3 agencies and community members that strive to achieve positive outcomes for the populations they  
4 serve and build an interdependent system to address issues and opportunities. Collaboratives also  
5 share resources and responsibilities to jointly plan, implement, and evaluate programs to achieve  
6 common goals.

7           2.2     Differential Response (DR): A concept that child safety is a responsibility shared  
8 by the family, community, and child welfare agencies. DR's primary goal is to engage a greater  
9 number of families in services within the community without bringing them into the child welfare  
10 system and reduce the recurrence of child maltreatment. DR services are indicated when reported  
11 allegations meet statutory definitions of abuse or neglect yet an initial assessment made by SSA  
12 Children and Family Services (CFS) determines that with targeted services a family is likely to  
13 make needed changes to improve child safety.

14          2.3     Families and Communities Together (FaCT): A public-private partnership that  
15 supports FRCs and provides program development and administration, funding, and training.  
16 FaCT receives federal, State, and County funding, as well as volunteer, in-kind support, and private  
17 donations.

18          2.4     Full-Time Equivalent (FTE): The amount of time (stated as a percentage) an hourly  
19 position will be providing services under an agreement. This percentage is based upon a 40-hour  
20 work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage)  
21 the position will be paid under an agreement, regardless of the number of hours actually worked.

22          2.5     Military Families: A family unit consisting of active service members, reservists,  
23 veterans (regardless of discharge status) and their children, spouses, partners, and loved ones.

24          2.6     Provider: A funded or non-funded partner agency in partnership with the County  
25 that provides contracted services through a collaborative FRC agreement or an individual agency  
26 agreement.

27          2.7     Resource Family: The Resource Family is approved to provide care on a temporary  
28 (foster care) and/or permanent (adoption and legal guardianship) basis and includes all types of

1 caregivers in the child welfare and probation systems formerly known as foster parents, approved  
2 relatives or approved Non-Relative Extended Family Member.

3 3. HOURS OF OPERATION

4 3.1 CONTRACTOR shall provide services during hours that are responsive to the  
5 needs of the target population as determined by ADMINISTRATOR. At a minimum,  
6 CONTRACTOR shall provide services Monday through Friday, for a minimum of eight (8) hours  
7 and thirty (30) minutes per weekday. FRC shall remain open until at least 8:00 p.m. two (2)  
8 weekdays per week, and until at least 5:30 p.m. on the remaining three (3) weekdays. FRC may  
9 off-set regular hours in order to offer FaCT funded services on weekends for a minimum of four  
10 (4) hours. CONTRACTOR's holiday schedule shall not exceed the COUNTY's holiday schedule  
11 as established by the Orange County Board of Supervisors, as described in Subparagraph 3.2  
12 below. However, CONTRACTOR is encouraged to provide the contracted services on holidays,  
13 whenever possible.

14 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule  
15 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,  
16 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,  
17 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall  
18 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's  
19 holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit. Any unauthorized  
20 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall  
21 not be reimbursed.

22 4. FRC GENERAL REQUIREMENTS AND CHARACTERISTICS

23 During the entire term of this Agreement, the CONTRACTOR shall:

24 4.1 Maintain a family-friendly community facility that functions as a multi-service  
25 community-based site that offers a "one-stop shop" approach to comprehensive array of social and  
26 health services to families and provides a support system that builds on family and community  
27 strengths.

28 4.2 Offer multiple programs, including, but not limited to, the following core services:

1 a case management team, counseling, DR, family support services, parenting education, domestic  
2 violence prevention and treatment (i.e. Personal Empowerment Program), and information and  
3 referral services in support of achieving FaCT goals.

4 4.3 Be situated in a community-based location easily accessed by pedestrians, as well  
5 as public and private transportation.

6 4.4 Offer free and accessible parking.

7 4.5 Promote the FaCT platform (e.g. FRC sites, services, and literature) at outreach  
8 events where FaCT funded staff are utilized.

9 4.6 Display FaCT literature within FRC lobbies and in areas accessible to  
10 PARTICIPANTS.

11 4.7 Involve local residents and stakeholders in planning, designing, implementing, and  
12 evaluating activities at the FRC.

13 4.8 Maximize the use of volunteers to assist not only in service delivery, but also serve  
14 as ambassadors in the community to promote community ownership and sustainability.

15 4.9 Leverage multiple funding streams to offer quality services to the community.

16 4.10 Operate as a collaborative that includes FaCT funded Contractor Partner Agencies  
17 and a minimum of three (3) non-FaCT funded partner agencies who are providing onsite services  
18 at the FRC. Roles and responsibilities of each partner shall be clearly defined for the entire term  
19 of the Agreement.

20 4.11 Have each non-FaCT funded partner agency sign a memorandum of understanding  
21 or agreement specifying their commitment to provide services throughout the term of this  
22 Agreement.

23 4.12 Designate Friendly Center, Inc. to function as both the designated lead agency and  
24 the program management lead agency. The fiscal and program management responsibilities shall  
25 include those referenced in Paragraph 20 of this Agreement.

26 4.13 Provide bilingual direct service staff that are proportionate and responsive to the  
27 language and cultural needs of the community they serve.

28 4.14 Collaborate with ADMINISTRATOR and COUNTY'S FaCT Network

1 Administrative Services provider, by attending required meetings, trainings, completing data entry  
2 into FaCT database system, and engaging with the FaCT Network in activities related to the FaCT  
3 mission and vision.

4 4.15 Services shall be provided at the FRC, in-home, and/or in satellite sites such as  
5 schools and other community locations as mutually agreed upon by CONTRACTOR and  
6 ADMINISTRATOR. Confidential space is required for all Clinical Supervision, Family Support  
7 Services, Counseling, and Case Management Team services.

8 4.16 Ensure PARTICIPANTS complete FaCT required registration, consent, sign-in  
9 forms, and/or complete assessment tools referenced in Subparagraph 8.6 of this Exhibit, when  
10 receiving services requiring an assessment.

11 4.17 Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC  
12 services.

13 4.18 Collaborate with COUNTY staff and COUNTY'S contracted DR services staff  
14 who provide services to SSA PARTICIPANTS.

15 5. SERVICES

16 Throughout this Exhibit, the Contractor Partner Agencies shall herein be referred to as:  
17 Friendly Center, Inc. (FC); City of Placentia (City); and Women's Transitional Living Center, Inc.  
18 (WTLC). The Contractor Partner Agency that shall provide the particular service listed in  
19 Subparagraphs 5.1 through 5.11 below shall be indicated by the reference to that particular  
20 Contractor Partner Agency. Where more than one Contractor Partner Agency is responsible for  
21 providing a service, or there is joint responsibility for providing the service, that responsibility will  
22 be outlined under the service category.

23 5.1 Case Management Team (FC)

24 5.1.1 The objectives of Case Management Team (CMT) services are as follows:

25 5.1.1.1 Increase collaboration among Contractor Partner Agencies by  
26 meeting on a weekly basis to effectively coordinate PARTICIPANT services;

27 5.1.1.2 Encourage family attendance and participation in determining  
28 their service needs;

- 1                                   5.1.1.3     Increase and facilitate resource linkages;
- 2                                   5.1.1.4     Improve individual and family functioning;
- 3                                   5.1.1.5     Decrease duplication of PARTICIPANT services; and
- 4                                   5.1.1.6     Foster the collaboration between the community, service
- 5 providers, and FRCs to address the needs of children and families.

6                                   5.1.2     The CMT consists of an integrated multidisciplinary team, comprised of  
7 three (3) or more persons, trained and qualified to provide services. The CMT is responsible for  
8 identifying the educational, health, or social service needs of a child, and child’s family, and for  
9 developing a plan to address these multiple needs as identified in Welfare and Institutions Code  
10 section 18986.40. Participants of the CMT shall include FaCT funded and non-FaCT funded  
11 representatives and subcontractors that would benefit the family.

12                                  5.1.3     FC and Contractor Partner Agencies shall jointly provide CMT services for  
13 a minimum of seventy-five (75) unduplicated FAMILIES annually. FRC CMT services include,  
14 but are not limited to: identifying the educational, health, or social service needs of a child and  
15 child’s family; developing a plan to address these multiple needs; weekly reviews; team  
16 assessment; arranging and coordinating appropriate services; monitoring effectiveness of services;  
17 evaluating the outcome of services; and assigned clinician/intern, in conjunction with appropriate  
18 partners, will utilize clinical skills and knowledge of the community in order to access resources  
19 that are best suited to PARTICIPANT’S needs. FRC CMT services shall include, but are not  
20 limited to, the following components:

21                                   5.1.3.1     Assessment: The CMT Clinical Supervisor, based on input from  
22 the CMT, shall complete an assessment of PARTICIPANTS’ strengths and needs and community  
23 resources available to PARTICIPANT.

24                                   5.1.3.2     Individual Treatment Plan: On the basis of the assessment in  
25 Subparagraph 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the  
26 PARTICIPANT that identifies priorities; desired outcomes; strategies; and resources to be used in  
27 attaining the outcomes; follow up; and termination.

28                                   5.1.3.3     Reassessment: The CMT Clinical Supervisor and CMT shall

1 jointly reassess the PARTICIPANT'S status, with input from Contractor Partner Agencies, in a  
2 weekly clinical review of cases. CMT meetings shall provide weekly evaluations and assessment  
3 for PARTICIPANTS.

4 5.1.3.4 Termination: The CMT Clinical Supervisor and CMT shall  
5 jointly terminate the case from the CMT when the desired outcomes have been attained, the  
6 PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

7 5.1.4 FC and Contractor Partner Agencies shall jointly provide CMT services  
8 continuously throughout the term of this Agreement. CMT meetings shall be scheduled a  
9 minimum of one (1) day per week for a minimum of one (1) hour in duration. The CMT Clinical  
10 Supervisor shall facilitate CMT meetings. CMT meetings shall be held at the FRC or other  
11 mutually agreed upon location, in an appropriate, private, and confidential space.

12 5.1.5 FC shall complete the CMT Tracking and Outcomes Log as well as the  
13 required forms referenced in Subparagraph 4.16 of this Exhibit.

14 5.1.6 FC shall provide qualified CMT Clinical Supervisor staff, as specified in  
15 Subparagraph 15.2 of this Exhibit.

16 5.2 Counseling Services (FC)

17 5.2.1 The objectives of Counseling Services are as follows:

18 5.2.1.1 Increase PARTICIPANT'S coping skills;

19 5.2.1.2 Stabilize immediate crisis;

20 5.2.1.3 Increase access to social support systems;

21 5.2.1.4 Facilitate linkages to appropriate and needed treatment  
22 programs (e.g., domestic violence, substance abuse, mental health, etc.);

23 5.2.1.5 Reduce risk of violence, abuse, and/or neglect in the home; and

24 5.2.1.6 Improve individual and family functioning.

25 5.2.2 FC shall utilize evidence-based practices to provide Crisis, Individual,  
26 Family, and Group Counseling Services for a minimum of two hundred fifty (250) sessions  
27 annually. A completed session of any modality shall be counted as one (1) session regardless of  
28 number of PARTICIPANTS. A session shall be defined as a minimum of fifty (50) minutes in

1 length.

2 5.2.3 FC Counseling Services shall be held at the FRC, schools, or other mutually  
3 agreed upon community location, in an appropriate, private, and confidential space and be  
4 provided to low income, high risk PARTICIPANTS who are not Medi-Cal eligible and who may  
5 be experiencing an immediate crisis that is disrupting their level of functioning.

6 5.2.4 Service Requirements per Modality:

7 5.2.4.1 Crisis Counseling Services: The duration of FC Crisis  
8 Counseling Services shall consist of a minimum of one (1) session and a maximum of three (3)  
9 sessions for each PARTICIPANT. FC Crisis Counseling Services shall provide a brief term  
10 therapeutic approach to include, but not be limited to, assessing the immediate crisis/trauma,  
11 helping the PARTICIPANT identify and develop coping strategies, identifying the factors that led  
12 to the crisis state, and restoring the PARTICIPANT to their previous level of functioning. FC shall  
13 complete a clinical assessment around level of crisis stabilization at the end of service and a  
14 transfer to additional counseling modalities may be offered as deemed necessary and clinically  
15 indicated.

16 5.2.4.2 Individual Counseling Services: FC shall provide Individual  
17 Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20) sessions,  
18 for each PARTICIPANT. Individual Counseling sessions shall be offered to PARTICIPANTS on  
19 a weekly basis. PARTICIPANTS shall receive counseling services to strengthen their ability to  
20 improve individual functioning, explore healthy personal goal(s), and strengthen social-emotional  
21 growth. Individual Counseling Service topics shall include, but are not limited to: reducing risk  
22 of violence, exploring the cycle of abuse, self-control, parenting issues, victimization, depression,  
23 anxiety, social and communication skills, and self-care to cope with stress. Services shall include  
24 prevention and intervention, a psychosocial assessment and evaluation of the PARTICIPANT, and  
25 development of treatment goal(s) focused on needs and strengths of the PARTICIPANT.

26 5.2.4.3 Family Counseling Services: FC shall provide Family  
27 Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20) sessions,  
28 for each FAMILY. Family Counseling sessions may be weekly or daily, based on

1 PARTICIPANTS' needs. FC Family Counseling Services shall include, but not be limited to:  
2 assessing PARTICIPANT'S needs; providing emotional support; stabilizing immediate crisis;  
3 developing goals for PARTICIPANTS; and making appropriate linkages to all needed treatment  
4 programs and social support systems.

5 5.2.4.4 Group Counseling Services: The duration of FC Group  
6 Counseling Services shall consist of a minimum of four (4) group counseling series at a minimum  
7 of ninety (90) minutes each in duration, with a six (6) week session minimum per series.  
8 PARTICIPANTS may join at any point in time and will be considered as having successfully  
9 completed group counseling after having attended six (6) sessions. FC shall provide group  
10 counseling services in a variety of topics, as appropriate for the PARTICIPANTS.

11 5.2.5 FC shall provide counseling services during FRC operating hours. FC may  
12 also schedule evening hours at the request of the PARTICIPANTS.

13 5.2.6 FC shall provide qualified, bilingual Counselor staff as specified in  
14 Subparagraph 15.4 of this Exhibit. FC Counselor staff and/or designee, as approved by  
15 ADMINISTRATOR, shall attend all FRC's CMT meetings.

16 5.3 Differential Response (FC)

17 The primary goal of DR Services is to engage a greater number of families in  
18 services within the community without further child welfare intervention and, at the same time,  
19 reduce the recurrence of child maltreatment.

20 5.3.1 The objectives of DR Services are as follows:

21 5.3.1.1 Support the family while in crisis;

22 5.3.1.2 Collaborate with the COUNTY social worker and the family to  
23 devise a plan that identifies resources in an effort to protect the children and preserve the family;

24 5.3.1.3 Assess the family's needs, stabilize immediate crisis, and  
25 increase coping skills and family cohesiveness;

26 5.3.1.4 Develop a treatment plan to address individual and family needs  
27 to be offered for a minimum of thirty (30) days;

28 5.3.1.5 Provide in-home services, as needed, to address positive

1 parenting skills, discipline, child development, and child health and safety; and

2 5.3.1.6 Present DR cases at the CMT.

3 5.3.2 FC's DR services shall focus on a family centered approach to: maintain  
4 children safely in the home; reduce entry into the child welfare system; serve as a support to  
5 families while in crisis; assess safety concerns and family's willingness to participate; team home  
6 visit; comprehensive family assessment; develop an individualized, needs based, and collaborative  
7 service plan; make referrals to community resources as appropriate; create linkage to assistance  
8 with service receipt; provide ongoing support; engage in advocacy; provide case management;  
9 provide ongoing tracking; follow up with family; provide assistance in accessing community  
10 resources; work with DR COUNTY social worker(s) to ensure appropriateness of service plan in  
11 meeting goals while protecting children; and refer to CMT, facilitate attendance, and include, at  
12 the family's request, extended family, non-family, and community leaders such as  
13 pastors/religious leaders as a long term support for family.

14 5.3.3 FC shall provide DR Services during FRC operating hours. FC may also  
15 schedule evening hours at the request of the PARTICIPANTS.

16 5.4 Family Support Services (FC)

17 Family Support Services shall be provided to families with a minimum of two (2)  
18 core service needs. Services are provided through a collaborative process that assesses, plans,  
19 implements, coordinates, monitors, and evaluates the options and services required to meet  
20 PARTICIPANT needs.

21 5.4.1 The objectives of Family Support Services are as follows:

22 5.4.1.1 Support effective coordination of services among service  
23 providers;

24 5.4.1.2 Promote knowledge of, and provide linkages, to resources,  
25 services, and opportunities to improve self-sufficiency; and

26 5.4.1.3 Support families in following through with recommended  
27 services.

28 5.4.2 FC shall provide Family Support Services for a minimum of one hundred

1 (100) unduplicated FAMILIES annually. Family Support Services are those services responsible  
2 for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family;  
3 arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families;  
4 and linking PARTICIPANTS to resources, services, and opportunities. The Family Support  
5 Advocate shall also teach and empower families to access community resources and strengthen  
6 problem solving skills.

7 5.4.3 FC shall provide Family Support Services continuously throughout the term  
8 of this Agreement during FRC operating hours or on evenings as required by families. FC shall  
9 provide Family Support Services for a minimum of thirty (30) days per FAMILY.

10 5.4.4 FC shall provide Family Support Services in English and Spanish primarily  
11 at the FRC, in family's home, or at other community locations as agreed upon by PARTICIPANT  
12 and FRC.

13 5.4.5 FC shall provide qualified, bilingual Family Support Advocate staff as  
14 specified in Subparagraph 15.5 of this Exhibit.

15 5.5 Information and Referral Services (FC)

16 5.5.1 The objective of Information and Referral Services is to increase access to  
17 community resources for families in need.

18 5.5.2 FC shall provide Information and Referral Services to a minimum of five  
19 hundred (500) unduplicated PARTICIPANTS annually.

20 5.5.3 Services include an assessment of need and referral services, including, but  
21 not limited to, the following: emergency housing, emergency food, counseling, child care,  
22 substance abuse counseling and treatment, parenting education, utility assistance, health and  
23 mental health treatment, education and job training, legal aid, and youth academic and recreation  
24 services. Information and Referral Specialist shall collaborate with other community agencies by  
25 receiving and referring PARTICIPANTS.

26 5.5.4 Information and Referral Specialist shall be stationed at the FRC reception  
27 area as the first point of contact for walk-in and telephone/email inquiries during FRC operating  
28 hours and shall respond to voicemails and emails within one (1) business day. Information and

1 Referral Specialist shall follow-up with linked service provider to verify linkages.

2 5.5.5 FC shall track Information and Referral Services using the FRC Daily  
3 Information and Referral Tracking Log to capture number of PARTICIPANTS served,  
4 PARTICIPANT zip code, mode of contact (e.g., phone call, walk-in, internet), and service(s)  
5 referred.

6 5.5.6 FC shall provide qualified, bilingual Information and Referral Specialist  
7 staff as specified in Subparagraph 15.7 of this Exhibit.

8 5.6 Parenting Education (WTLC)

9 5.6.1 The objectives for Parent Education are as follows:

10 5.6.1.1 Provide social support;

11 5.6.1.2 Enhance coping skills;

12 5.6.1.3 Improve knowledge of child development; and

13 5.6.1.4 Improve knowledge of appropriate and effective discipline.

14 5.6.2 WTLC shall provide evidence-based parenting curriculum as listed on the  
15 California Evidence Based Clearinghouse website ([CEBC4CW.org](http://CEBC4CW.org)). Elements of an effective  
16 parenting education program shall improve parenting skills and family functioning by teaching  
17 parents/caregivers about child development (e.g., developmental expectations), behavior  
18 management (e.g., discipline techniques), and coping skills (e.g., communication and stress  
19 management). As applicable, parenting education emphasis shall be placed on the prevention of  
20 recurrence of maltreatment and/or shall address attachment, bonding, and traumatic loss issues.

21 5.6.3 WTLC shall provide Parenting Education services for a minimum of forty  
22 (40) unduplicated PARTICIPANTS annually.

23 5.6.4 WTLC shall provide a minimum of four (4) Parenting Education series  
24 annually. Frequency and length of each parenting series will be based on selected evidence-based  
25 curriculum.

26 5.6.5 Parenting Education services shall be provided continuously during the  
27 term of this Agreement at dates and times convenient for PARTICIPANTS. Services shall be  
28 offered at the FRC, schools, and other community locations as needed and approved by

1 ADMINISTRATOR. A minimum of one (1) class shall be offered at the FRC annually.

2 5.6.6 WTLC shall ensure completion of required paperwork when providing  
3 parenting education to PARTICIPANTS receiving child welfare services, including, but not  
4 limited to, verification of attendance, issuance of certificates of completion, and verbal and/or  
5 written reports to COUNTY social workers.

6 5.6.7 WTLC shall provide parenting education in English and Spanish.

7 5.6.8 WTLC shall provide parenting instructors that are trained and certified to  
8 provide the selected evidence-based curriculum.

9 5.7 Personal Empowerment Program (Certified Domestic Violence Prevention and  
10 Treatment Education Program) (WTLC)

11 5.7.1 The objectives of Personal Empowerment Program (PEP) are as follows:

12 5.7.1.1 Raise awareness of the various types of domestic violence and  
13 its short and long term effects;

14 5.7.1.2 Develop or enhance safety plan for domestic violence victims;

15 5.7.1.3 Increase victim's understanding of the effects domestic violence  
16 has on children; and

17 5.7.1.4 Promote safety and permanency in homes and communities  
18 through prevention efforts aimed at child abuse and domestic violence.

19 5.7.2 WTLC shall provide PEP services to a minimum of fifty-five (55)  
20 unduplicated PARTICIPANTS annually.

21 5.7.3 PEP services shall be an evidence-based ten (10) week educational support  
22 program designed to help victims break the cycle of domestic violence through education on the  
23 dynamics of domestic violence, effects of violence on victims and their children, and to help  
24 victims protect children who live in domestic violence homes. Topics shall include, but not be  
25 limited to, safety planning, boundaries, anger management, legal aspects of domestic violence,  
26 working through denial, and maintaining healthy relationships.

27 5.7.4 WTLC shall provide PEP services continuously during the term of this  
28 Agreement, and at a minimum of four (4) series annually.

1                   5.7.5 During the entire term of this agreement, PEP providers must be approved  
2 by the PEP Program Collaborative of Orange County.

3                   5.7.6 WTLC shall offer PEP services at the FRC and other community locations  
4 at dates and times convenient for PARTICIPANTS and as approved by ADMINISTRATOR.  
5 WTLC may refer PARTICIPANTS to attend PEP services at any WTLC facilitated location that  
6 fits their language preference and schedule availability.

7                   5.7.7 WTLC shall provide PEP services in English and Spanish.

8                   5.7.8 PEP instructors shall administer the FaCT-approved pre/post measurement  
9 tools and enter the results into the FaCT database.

10                  5.7.9 WTLC shall ensure completion of required paperwork when providing PEP  
11 to PARTICIPANTS receiving child welfare services, including, but not be limited to, verification  
12 of attendance, issuance of certificates of completion, and verbal and/or written reports to  
13 COUNTY social workers.

14                  5.8     Other Services: After-School Academic Tutoring (FC)

15                  5.8.1 FC shall provide After-School Academic Tutoring services to a minimum  
16 of twenty-five (25) unduplicated PARTICIPANTS annually.

17                  5.8.2 FC shall provide a minimum of one hundred-ninety (190) After-School  
18 Academic Tutoring sessions annually.

19                  5.8.3 FC shall provide After-School Academic Tutoring services to children and  
20 youth, ages five (5) to eighteen (18) years old, in grades kindergarten (K) through eight (8), from  
21 low-income households.

22                  5.8.4 FC After-School Academic Tutoring services consist of "The Power of Me"  
23 academic tutoring program where PARTICIPANTS are given the tools to succeed in school, and  
24 engage in the Science, Technology, Engineering, Arts, and Math curriculum, designed to cultivate  
25 academic interest in these subjects while emphasizing higher education and career exploration.

26                  5.8.5 FC shall provide "The Power of Me" academic tutoring program year-  
27 round, occurring each weekday of the academic school year, and during the summer months.

28     ///

1                   5.9    Other Services: Family Fun Events (FC)

2                   5.9.1   FC shall provide three (3) Family Fun Events annually, and shall include,  
3 but not be limited to, the following:

4                   5.9.1.1   One (1) "Spring Fun Day" Event (Easter);

5                   5.9.1.2   One (1) "Holiday Outreach" Event; and

6                   5.9.1.3   One (1) "Thanksgiving Basket" Event.

7                   5.9.2   FC shall provide Family Fun Events to a minimum of four hundred (400)  
8 unduplicated PARTICIPANTS annually.

9                   5.9.3   FC shall provide Family Fun Events to parents, and children, zero (0) to  
10 twelve (12) years old, and youth, twelve (12) to eighteen (18) years old, from low-income  
11 households.

12                   5.10   Other Services: Family Engagement Events (FC)

13                   5.10.1   FC shall provide three (3) Family Engagement Events annually.

14                   5.10.2   FC shall provide Family Engagement Events to a minimum of sixty (60)  
15 unduplicated PARTICIPANTS annually.

16                   5.10.3   FC shall provide Family Engagement Events to parents, and children, ages  
17 zero (0) through twelve (12), and youth, ages twelve (12) through eighteen (18).

18                   5.11   Other Services: Out-of-School-Time (OST) Youth Program (City)

19                   5.11.1   City shall provide OST Youth Program services that consist of recreational  
20 activities, homework assistance, and enrichment activities.

21                   5.11.2   City shall provide OST Youth Program services to a minimum of eighty  
22 (80) unduplicated PARTICIPANTS annually.

23                   5.11.3   City shall provide OST Youth Program services to school age children in  
24 kindergarten (K) through eighth (8<sup>th</sup>) grade.

25                   5.11.4   City shall provide OST Youth Program services during the academic school  
26 year, Monday through Friday, from 3:00 p.m. to 6:00 p.m.; and during the summer session,  
27 Monday through Friday, from 11:30 a.m. to 3:30 p.m.

28                   5.11.5   City shall provide OST Youth Program services at the Whitten Community

1 Center, located at 900 S. Melrose Street, Placentia, CA, 92870, and at other community locations  
2 as approved by Administrator.

3 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

4 In addition to providing the services described in Paragraph 5 of this Exhibit,  
5 CONTRACTOR agrees to:

6 6.1 Provide a minimum of three (3) non-FaCT funded onsite services throughout the  
7 term of this Agreement.

8 6.2 Provide ADMINISTRATOR a bi-annual detailed marketing plan for each  
9 contracted service, and revise, if necessary, as requested by ADMINISTRATOR.

10 6.3 Actively engage the community, including local residents, faith-based groups,  
11 businesses, public and private organizations, civic groups, and others in the planning and  
12 implementation of services that promote the well-being, safety, and permanency of children,  
13 families, and communities.

14 6.4 Develop and maintain a Governance Structure document outlining resource  
15 sharing, accountability, decision-making strategies, and conflict resolution plan. The Governance  
16 Structure shall include, but not be limited to, the addition and/or deletion of any Contractor Partner  
17 Agency and/or subcontractor(s), ongoing community input and involvement, and voting quorum  
18 (including what constitutes a quorum). FRC shall review and submit governance structure to  
19 ADMINISTRATOR by August 1<sup>st</sup> of each subsequent COUNTY fiscal year.

20 6.5 Develop a CEAC that shall meet a minimum of quarterly during the term of this  
21 Agreement. CEAC shall develop and advance a community agenda to affect community level  
22 change. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. The  
23 composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the  
24 services to be provided by the FRC. CEAC shall consist of community members such as parents,  
25 youths, teachers, school community liaisons, businesses professionals, religious community  
26 leaders, law enforcement, human and health service professionals, and city representatives. On an  
27 annual basis, CEAC shall assess, survey, and identify community strengths and needs to advocate  
28 for FRC services to meet community need; develop parent and youth leadership; and engage

1 business community to provide tangible support and leadership. CEAC shall enlist broad  
2 community support and advocacy for the FRC by fundraising for the FRC and hosting events. A  
3 minimum of five hundred dollars (\$500) shall be allocated to the CEAC within the FRC budget  
4 for the purposes of its members to use for planning events, and other activities as deemed necessary  
5 by the CEAC committee. FC shall provide a qualified Community Engagement Coordinator staff  
6 as specified in Subparagraph 15.3 of this Exhibit.

7 6.6 Follow procedures provided by ADMINISTRATOR for reporting any special  
8 incidents that occur during CONTRACTOR's performance of duties under this Agreement,  
9 involving CONTRACTOR's staff, PARTICIPANTS, and/or property.

10 6.7 City shall provide child care services at the FRC and/or Whitten Community Center  
11 referenced in Subparagraph 5.11.5 of the Exhibit, to children of parents attending FRC programs  
12 during FRC operating hours, continuously throughout the term of this Agreement, at dates and  
13 times convenient for PARTICIPANTS. Allowable costs include direct child care services and  
14 purchases of cleaning supplies, snacks directly related to child care services, activities, age  
15 appropriate toys, crafts, and games. Child care services shall be reimbursed based on actual hours  
16 worked. City shall provide child care staff that are at least eighteen (18) years of age; possess a  
17 high school diploma or equivalent; have one (1) year of child care experience; possession of, or  
18 ability to obtain a valid Pediatric CPR and First Aid Certification prior to providing child care  
19 duties; and ability to deal with stressful situations.

20 7. FACILITIES

21 7.1 Friendly Center Placentia FRC is located at:

22 Grace Community Church of the Nazarene

23 126 N. Walnut Avenue

24 Placentia, CA 92870

25 7.2 Administrative services under this Agreement shall be provided at Friendly Center  
26 Placentia FRC and:

27 Friendly Center, Inc.

28 147 W. Rose Avenue

1 Orange, CA 92867

2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the  
3 facility(ies) and location(s) where services shall be provided without changing COUNTY's  
4 maximum obligation, referenced in Subparagraph 21.1 of this Agreement.

5 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

6 8.1 CONTRACTOR shall maintain data that includes the types and amounts of services  
7 provided to each PARTICIPANT, assessment data, and key demographic items, including, but not  
8 limited to: family identifier, family member identifier, ethnicity, date of birth, sex, referral  
9 reason(s), services recommended, services provided, date service delivery begins, date service  
10 delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and  
11 primary language spoken as determined by ADMINISTRATOR.

12 8.2 FC shall be responsible for the integrity of all data. This includes ensuring all  
13 required PARTICIPANT and service data is entered and maintained in the FaCT database. Data  
14 for services incurred in the preceding month shall be available for review prior to the date of the  
15 regularly scheduled monthly steering committee meeting, or as requested by ADMINISTRATOR.  
16 Data includes monthly service grids, quarterly assessment reports, and other reports as required by  
17 ADMINISTRATOR.

18 8.3 FaCT utilizes a model developed by the Center for the Study of Social Policy called  
19 "Strengthening Families" to frame outcomes and evaluation data. This model, which has been  
20 identified as preventing child abuse and neglect identifies the following five (5) protective factors:

21 8.3.1 Provide concrete support in times of need;

22 8.3.2 Increase parental resilience;

23 8.3.3 Increase knowledge of parenting and child development;

24 8.3.4 Support the social and emotional competence of children; and

25 8.3.5 Build parents' social connections.

26 8.4 Services provided at the FRC fall under one (1) or more of the protective factors.  
27 FaCT core services have their own measurement tool that shall be administered and used to collect  
28 data and entered into the FaCT database. The current FaCT database system is a web-based

1 PARTICIPANTS management system, managed by FaCT and its administrative contractor, which  
2 provides contractual and outcome based reporting for each FRC. FRCs shall work closely with  
3 ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system.  
4 FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection  
5 and outcome reporting.

6 8.5 Direct service staff shall be responsible for entering PARTICIPANT service and  
7 outcome data for FaCT funded services into the FaCT database. These include, but are not limited  
8 to, the following:

9 8.5.1 CMT Facilitator shall administer, collect, and enter the CMT tracking and  
10 assessment tool;

11 8.5.2 Family Support Advocate shall administer, collect, and enter the Family  
12 Development Matrix Tool(s);

13 8.5.3 Parenting Educator shall administer, collect, and enter the Parenting  
14 Education Survey; and

15 8.5.4 Direct service provider shall administer, collect, and enter the Registration  
16 Form.

17 8.6 In addition to the FaCT Registration form and/or FaCT Large Group Tracking form,  
18 the following assessment tool(s) required for each core service include:

19 Core Service	20 Required Assessment Tool(s)
21 CMT	CMT Tracking & Outcomes Log
22 Information & Referral Services	Information & Referral Tracking Log
23 Family Support Services	Family Development Matrix
24 Counseling Services	Protective Factors Counseling Survey
25 Parenting Education	Protective Factors Parenting Survey
26 Personal Empowerment Program	PEP Pre/Post Test

27 8.7 The FRC Coordinator is responsible for ensuring data integrity and accurate data  
28 collection. FRC Coordinator shall also ensure that the data is entered correctly into the FaCT data  
system and within timelines required by ADMINISTRATOR. Contractor Partner Agencies are  
responsible for their own staff data collection, ensuring data integrity, and accurate submission to  
the FRC Coordinator.

1           8.8     FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs,  
2 pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR  
3 shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a  
4 measurement tool is changed.

5           8.9     The COUNTY measurement tools, referenced in Subparagraph 4.16 are subject to  
6 change based on program and evaluation needs as defined by ADMINISTRATOR.

7     9.     REPORTS

8           CONTRACTOR shall prepare and submit written reports in a format approved in writing  
9 by ADMINISTRATOR. Written reports include the Quarterly Assessment Report and the  
10 Monthly Service Grid.

11          9.1     Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the  
12 twentieth (20th) day of each month for the preceding month of services. In the event the twentieth  
13 (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph 3.2 of  
14 this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day.

15          9.2     CONTRACTOR shall complete the FaCT standardized Marketing Outreach Log  
16 and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days  
17 following the end of each quarter.

18          9.3     CONTRACTOR shall provide information deemed necessary by  
19 ADMINISTRATOR to complete any state-required reports related to the services provided under  
20 this Agreement.

21     10.    GOALS AND OUTCOME OBJECTIVES

22          10.1    A minimum of ninety percent (90%) of counseling PARTICIPANTS will complete  
23 a pre and post-test.

24          10.2    Family Support Advocate shall make efforts to contact one hundred percent (100%)  
25 of PARTICIPANTS referred to CMT a minimum of three (3) business days prior to their scheduled  
26 CMT to encourage attendance.

27          10.3    A minimum of ninety percent (90%) of participants receiving services at the FRC  
28 will complete a FaCT FRC Satisfaction Survey.

1            11.    UTILIZATION REVIEW

2            11.1    CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-  
3 annually to review and evaluate a random selection of family case records. The review may  
4 include, but is not limited to, an evaluation of the necessity and appropriateness of services  
5 provided and length of services. FAMILY cases to be reviewed shall be randomly selected by  
6 ADMINISTRATOR and may include both open and closed cases.

7            11.2    ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S  
8 facility referenced in Paragraph 7 of this Exhibit, with date and time determined at  
9 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback  
10 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take  
11 corrective action accordingly.

12           11.3    In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and  
13 Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve  
14 differences of opinion regarding the necessity and appropriateness of services and length of  
15 services, the dispute shall be submitted to COUNTY's Director of Children and Family Services  
16 for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under  
17 Paragraph 42 of this Agreement.

18           12.    SUSTAINABILITY

19           12.1    CONTRACTOR agrees to demonstrate, throughout the term of this Agreement, the  
20 ability to integrate multiple public, private, and collaborative partner funding sources.

21           12.2    CONTRACTOR must provide measurable goals that demonstrate resource  
22 leveraging and in-kind partnerships and/or grants based on service gaps and identified needs,  
23 specific to the community.

24           12.3    CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue long-  
25 term sustainability of CONTRACTOR's FaCT collaborative programs. This includes, but is not  
26 limited to, participation in the following:

27                12.3.1 Assessment of long-term need for and reasonableness of FaCT  
28 collaborative programs;

1 12.3.2 Training programs developed by or for FaCT;

2 12.3.3 Outreach activities initiated by FaCT staff or FaCT committees, as mutually  
3 agreed by CONTRACTOR and ADMINISTRATOR;

4 12.3.4 Research of other public/private funding sources and opportunities;

5 12.3.5 Pursuit of linkages with other partners, as appropriate; and

6 12.3.6 Development of marketing and community education materials as mutually  
7 agreed upon by CONTRACTOR and ADMINISTRATOR.

8 12.4 CONTRACTOR agrees to cooperate in these efforts, as well as independently  
9 pursue opportunities to improve sustainability of their collaborative program. Independent  
10 activities may include activities identified above as well as grant writing and engaging in  
11 collaborative agreements with other integrated service initiatives.

12 13. MEETINGS AND TRAININGS

13 13.1 CONTRACTOR shall ensure the FRC Coordinator participates in meetings of all  
14 FaCT FRC Coordinators for the purpose of information sharing, joint problem solving,  
15 identification of Best Practices, development of common approaches to case management and  
16 intake, training, and other related matters. Meetings will occur a minimum of one (1) time per  
17 month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding  
18 meeting date(s) and location(s).

19 13.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates in all  
20 required trainings and/or meetings as identified by ADMINISTRATOR. ADMINISTRATOR will  
21 provide CONTRACTOR with detailed information regarding training/meeting date(s) and  
22 location(s).

23 13.3 Trainings eligible for reimbursement through this Agreement must be approved in  
24 advance, in writing, by ADMINISTRATOR.

25 13.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings  
26 presented or sponsored by COUNTY.

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1           14.    BUDGET

2           14.1    For the three (3) COUNTY fiscal years (July 1 through June 30) included during  
3           the term of this Agreement, the maximum budget for services provided pursuant to Exhibit A of  
4           this Agreement shall not exceed \$1,050,000.

5           14.2    In the event ADMINISTRATOR reduces the maximum obligation as stated in  
6           Subparagraph 21.1 of this Agreement, CONTRACTOR and ADMINISTRATOR may mutually  
7           agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

8           14.3    The budget specified in Subparagraph 14.4 below, shall be for the period of July 1,  
9           2020, through June 30, 2023. Each period shall be defined as follows:

10           14.3.1   Year One shall be for the period of July 1, 2020, through June 30, 2021.

11           14.3.2   Year Two shall be for the period of July 1, 2021, through June 30, 2022.

12           14.3.3   Year Three shall be for the period of July 1, 2022, through June 30, 2023.

13           14.4    The budget for services provided pursuant to Exhibit A of this Agreement is set  
14           forth as follows:

<u><b>FRC Services</b></u>	<u>YEAR ONE</u>	<u>YEAR TWO</u>	<u>YEAR THREE</u>
Direct Service Costs <sup>(1)</sup>	\$ 350,000	\$ 350,000	\$ 350,000
Indirect Costs <sup>(2)</sup>	\$ 0	\$ 0	\$ 0
<b>TOTAL MAXIMUM OBLIGATION:</b>	<b>\$ 350,000</b>	<b>\$ 350,000</b>	<b>\$ 350,000</b>

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18           <sup>(1)</sup> Direct Service Costs are costs that are incurred and specifically allocable to the provision  
19           of services identified in this Agreement. Employee Benefits include contributions to 401k or  
20           retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance;  
21           payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers'  
22           Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time  
23           payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year  
24           in which the expense is claimed, minus the actual vacation time used by the employee during said  
25           fiscal year.

26           <sup>(2)</sup> Indirect Costs are costs that are incurred for an organization's common objectives and  
27           that cannot be readily identified with a particular final cost objective.  
28

1 14.5 For the purpose of meeting specific program needs, CONTRACTOR may request  
2 to reallocate funds between budgeted line items by utilizing a Budget Modification Request form  
3 provided by ADMINISTRATOR, which shall include a justification narrative specifying the  
4 purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact  
5 as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance  
6 written approval from ADMINISTRATOR for any Budget Modification Request prior to  
7 implementation. Failure to obtain advance written notice approval for any proposed Budget  
8 Modification Request may result in disallowance of reimbursement for those costs.

9 14.6 In the event CONTRACTOR identifies savings within their budget,  
10 CONTRACTOR shall prioritize and utilize funding to meet the service requirements identified in  
11 Paragraph 5 of this Exhibit before adding new services and/or programming.

12 14.7 In the event the budget shown in Subparagraph 14.4 of this Exhibit is modified, the  
13 modified budget shall remain in effect for the remainder of the fiscal year, unless superseded by  
14 subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR.  
15 For example, if Budget Modification #1 is approved on August 15, 2020, the modified budget will  
16 remain in effect until Budget Modification #2 is requested and approved in writing.

17 **15. STAFF**

18 CONTRACTOR shall provide the following described staff positions continuously  
19 throughout the term of the Agreement:

<b>Position</b>	<b>FTE <sup>(1)</sup></b>	<b>Maximum Hourly Rate <sup>(2)</sup></b>
<b>FRC Services</b>		
CMT Clinical Supervisor	0.10	\$33.40
Community Engagement Coordinator	0.50	\$17.00
Counselor	0.50	\$27.10
Family Support Advocate	2.00	\$21.00
FRC Coordinator	1.00	\$31.00
Information and Referral Specialist	1.00	\$18.00

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25 <sup>(1)</sup> For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time  
26 (stated as a percentage) the position will be providing services under the terms of this Agreement.  
27 This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as  
28

1 the amount of time (stated as a percentage) the position will be paid for under the terms of this  
2 Agreement, regardless of the number of hours actually worked.

3 (2) Maximum hourly rate which will be permitted during the term of this Agreement;  
4 employees may be paid at less than maximum hourly rate.

5 15.1 Recruitment Practices

6 15.1.1 CONTACTOR shall use a formal recruitment plan, which complies with  
7 federal and State employment and labor regulations. CONTRACTOR shall hire staff with the  
8 education, language skills, and experience necessary to appropriately perform all functions as  
9 described in this Agreement.

10 15.1.2 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than  
11 seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during  
12 the term of this Agreement. For resignations, CONTRACTOR's notification shall include  
13 employee's name, position title, date of resignation, a description of planned recruitment activities,  
14 and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires,  
15 CONTRACTOR's notification shall include candidate's resume or application, position title, and  
16 date of hire.

17 15.1.3 The number of direct service bilingual staff proposed should include how  
18 staffing will meet the needs of the community to be served.

19 15.1.4 CONTRACTOR may be required to submit employer's bilingual  
20 certification criteria and/or test results to ADMINISTRATOR.

21 15.2 CMT Clinical Supervisor (FC)

22 15.2.1 Duties: A licensed clinician shall facilitate case management team group  
23 process, ensure thorough assessment and linkages for families to resources, and ensure team and/or  
24 staff members follow up on all mandated reporting requirements. Responsibilities include, but are  
25 not limited to: verify and track attendance of required CMT members; ensure PARTICIPANT  
26 confidentiality/release forms are signed by PARTICIPANT and CMT members; review the laws  
27 of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and  
28 ensure compliance for each case presented; ensure all CMT cases conferenced are multiple needs

1 cases (i.e., not just information and referral); facilitate weekly review of CMT cases, including a  
2 thorough assessment of needs, treatment plan, follow up plan, and termination; provide and  
3 coordinate ongoing cross-training to CMT on clinical training needs; ensure families are invited  
4 to the CMT meetings; maintain weekly case logs and registration forms for each case conferenced  
5 at CMT; complete standardized CMT assessment tools, ensuring COUNTY required CMT data is  
6 accurately entered into FaCT database; and actively engage new collaborative partners and/or  
7 other COUNTY agency representatives to conference cases that would benefit families.

8           15.2.2 Qualifications: A Licensed Clinical Social Worker, Marriage and Family  
9 Therapist, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting  
10 facilitation experience and proficiency in English is required.

11           15.3 Community Engagement Coordinator (FC)

12           The Community Engagement Coordinator shall not be a current member of the  
13 CEAC.

14           15.3.1 Duties: To assist in advocacy for the expansion of the FRC CEAC and  
15 Youth Action Council programs and activities focusing on issues that affects the health, well-  
16 being, and public safety of residents in the FRC community. Oversee community organizing,  
17 volunteer recruitment and training, problem solving, and developing and implementing an  
18 outreach plan. In addition, support the efforts of local programs to explore donation and service  
19 opportunities for the FRC; develop and promote FRC volunteer project activities; develop and  
20 maintain regular contact with community organizations; coordinate and communicate with FRC  
21 Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement  
22 tools, and enter the results into the FaCT database.

23           15.3.2 Qualifications:

24           Option One (1): An Associate's degree or sixty (60) college units in human  
25 services or related field from an accredited college/university; one (1) year of experience,  
26 including leadership/supervisory experience, providing direct services to the target population;  
27 capable of relating well to individuals from diverse backgrounds, cultures, varied income, and  
28 education levels; and computer competency. Proficiency in English is required. Based on

1 community need, bilingual proficiency may be required; or

2 Option Two (2): Three (3) years of experience, including one (1) year of  
3 leadership/supervisory experience, providing direct services to the target population; capable of  
4 relating well to individuals from diverse backgrounds, cultures, varied income, and education  
5 levels; and computer competency. Proficiency in English is required. Based on community need,  
6 bilingual proficiency may be required.

7 15.4 Counselor (FC)

8 15.4.1 Duties: The counselor shall: provide therapy, including assessment,  
9 treatment planning, termination, and documentation; communicate applicable case related  
10 information to SSA staff, as requested; and complete FaCT designated measurement tools and  
11 enter all required data into the FaCT database.

12 15.4.2 Qualifications: Licensed clinician or an intern registered with the State of  
13 California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns  
14 must be receiving direct clinical supervision in accordance with BBS requirements. Proficiency  
15 in English is required. Based on community need, bilingual proficiency may be required.

16 15.5 Family Support Advocate (FC)

17 15.5.1 Duties: Responsible for serving all Family Support Services referrals.  
18 Services shall include, but not limited to: assessing family strengths and needs; linkages to  
19 resources; case planning; in-home services; communicating applicable case related information to  
20 SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at  
21 CMT meetings; completing FaCT designated measurement tools and entering all required data  
22 into the FaCT database; and attending all required FaCT meetings and trainings.

23 15.5.2 Qualifications:

24 Option One (1): Bachelor's degree in human services or related field from  
25 an accredited university. Proficiency in English is required. Based on community need, bilingual  
26 proficiency may be required; or

27 Option Two (2): A minimum of three (3) years of experience providing  
28 direct services to the target population. Proficiency in English is required. Based on community

1 need, bilingual proficiency may be required.

2 15.6 FRC Coordinator (FC)

3 15.6.1 Duties: FRC Coordinator's work schedule shall be consistent with FRC  
4 operating hours and their workspace shall be located at the FRC. Perform a variety of  
5 administrative functions, including: coordinate service providers; supervise FRC staff; oversee the  
6 day-to-day operation of the FRC; compile statistical and financial data for various reports;  
7 facilitate community involvement in the CEAC; coordinate governance and policy procedure  
8 development; coordinate training opportunities for staff; prepare and monitor program budget;  
9 perform outreach to community businesses and schools; market FRC services within the  
10 community; initiate outreach to new partners and service providers; address public inquiries  
11 regarding services, procedures, operations and regulations; facilitate FRC partners and staff  
12 meetings and ensure completion of meeting minutes; complete all required documentation; attend  
13 required FaCT meetings and trainings; and perform related duties as assigned.

14 15.6.2 Qualifications:

15 Option One (1): Bachelor's degree (Master's degree preferred) in social  
16 work, sociology, psychology, or related field from an accredited university and two (2) years of  
17 experience providing direct services to the target population; capable of relating well to individuals  
18 from diverse backgrounds, cultures, varied income, and education levels; leadership and/or  
19 supervisory experience; ability to work successfully in a collaborative environment; attention to  
20 detail; and computer competency. Proficiency in English is required. Based on community need,  
21 bilingual proficiency may be required; or

22 Option Two (2): A minimum of five (5) years of experience providing  
23 direct services to the target population; capable of relating well to individuals from diverse  
24 backgrounds, cultures, varied income, and education levels; leadership and/or supervisory  
25 experience; ability to work successfully in a collaborative environment; attention to detail; and  
26 computer competency. Proficiency in English is required. Based on community need, bilingual  
27 proficiency may be required.

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1                   15.7 Information and Referral Specialist (FC)

2                   15.7.1 Duties: Responsible for responding to walk-in, call-in, and referred  
3 PARTICIPANTS seeking community resources. Assess PARTICIPANTS's immediate needs and  
4 make referrals to appropriate resources. Administer FaCT-approved tracking tool and enter results  
5 into the FaCT database.

6                   15.7.2 Qualifications: High school diploma or equivalent, one (1) year of customer  
7 service experience working directly with the public, and computer competency (i.e., knowledge  
8 and ability to use computers and related technology). Proficiency in English is required. Based  
9 on community need, bilingual proficiency may be required.

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# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: APRIL 21, 2020

SUBJECT: **RETIREMENT AND OWNERSHIP TRANSFER OF POLICE SERVICE DOG**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

Police Service Dog Habo is nine (9) years old. After seven (7) years of loyal and exemplary service with the Placentia Police Department, Habo has reached the end of his service career due to old age. The Police Department is requesting approval from City Council to transfer ownership of Habo to Officer Christopher Reihanifam.

### **RECOMMENDATION:**

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

1. Approve the Release and Agreement to Defend, Indemnify and Hold Harmless authorizing the transfer of ownership of retired Police Service Dog Habo to Officer Christopher Reihanifam; and
2. Authorize the City Administrator and/or his designee to execute an agreement with Officer Christopher Reihanifam to purchase Police Service Dog Habo, in a form approved by the City Attorney.

### **DISCUSSION:**

Police Service Dog Habo is nine (9) years old and has served the City of Placentia for approximately seven (7) years. Habo has had a long and distinguished career as both a Patrol and Narcotics Detection dog. During Habo's length of service, he has been involved in numerous felony arrests and apprehensions as well as illicit drug seizures. At nine (9) years of age, Habo is slowing down and reaching the end of his service life. Recently, Officer Reihanifam resigned from the Placentia Police Department to work for another police department. It would not be feasible to retrain and recertify Habo with another officer at his age. Habo's ability to do police work is diminishing and it is the recommendation of Staff that Habo be retired from service.

**1. k.**  
**April 21, 2020**

It has been Department practice, since inception of the Canine Program, to transfer ownership of the canines that have reached the end of their active service life, to their handlers or former handlers for a nominal sum. Transfer of ownership is also standard practice among other law enforcement agencies. This practice is in the best interest of the animal and removes the possibility of any potential liability to the City. Council has approved such transfers in the past when service dogs have reached an age or developed medical conditions, which prevent their continued service.

Officer Reihanifam, Habo's handler for the Police Department wishes to purchase ownership of Habo and the City wishes to divest itself of both ownership and vicarious or direct liability for Habo. Habo should be released to Officer Reihanifam as per contract. Officer Reihanifam will purchase Habo for the sum of one dollar (\$1.00). The required transfer and Hold Harmless contract have been reviewed and approved as to form by the City Attorney.

**FISCAL IMPACT:**

There is no expense to the City and the City will receive one dollar (\$1.00) from the sale of Police Service Dog Habo to Officer Reihanifam.

Prepared by:



Julie Kennicutt  
Senior Management Analyst

Reviewed and approved:



Darin Lenyi  
Chief of Police

Reviewed and approved:



Kim Krause  
Finance Director

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachment:**

Release and Waiver of Liability and Indemnity Agreement

## **CITY OF PLACENTIA**

### **“RETIRED” POLICE DOG RELEASE AND WAIVER OF LIABILITY AND INDEMINITY AGREEMENT**

This Agreement is made and entered into this 21<sup>st</sup> day of April 2020, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as “CITY”) and Christopher Reihanifam (hereinafter referred to as “PURCHASER”).

In consideration of the sum of one dollar (\$1.00), and the transfer of ownership of a certain canine, Habo (hereinafter referred to as “DOG”), the Purchaser hereby releases and forever discharges the City, its agents, employees, heirs and assigns from any and all claims for injury, disability, loss, or property destruction that may occur to anyone, as a result of contact or actions by the Dog.

The Purchaser accepts full responsibility and also agrees to indemnify and hold harmless the City and its agents, employees, heirs, and assigns for any alleged injury or damage to any person or property that may occur or be caused by the Dog after the transfer of ownership, which is effective as of the date listed above, including reasonable costs of defending such claims.

The undersigned is fully aware of the training the Dog received and the nature of the work that the Dog performed during the period of ownership by the City and understands the need to provide the Dog with suitable shelter and reasonable surroundings in keeping with its training and work experience.

Purchaser also hereby accepts the following conditions of sale.

1. The Purchaser will not sell or give away the Dog, without the written approval of the City.
2. The Purchaser will use the Dog only as a pet but may train the Dog and enter competitions.
3. The Purchaser will not use the Dog as a detection, rescue, or service animal in any capacity, without written approval of the City.
4. The Purchaser assumes full responsibility for the care, maintenance, food, housing, medical and any and all other expenses that result from or arise out of the Purchaser’s ownership of the Dog.
5. City will have no further responsibility or liability for the Dog or the Dog’s care with exception of any unpaid veterinary expenses incurred by the Dog up to the date of retirement shall be the responsibility of the City. These veterinary expenses shall include

any unpaid balance currently being considered by the City and any other expenses either known or unknown at the time of retirement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

\_\_\_\_\_  
Darin Lenyi  
Chief of Police

\_\_\_\_\_  
Damien Arrula  
City Administrator

\_\_\_\_\_  
Christopher Reihanifam  
Purchaser

ATTEST: \_\_\_\_\_  
Robert S. McKinnell, City Clerk

Approved as to form:

\_\_\_\_\_  
Christian Bettenhausen,  
City Attorney



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 21, 2020

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR INDEPENDENT REGISTERED MUNICIPAL ADVISOR FOR THE INFRASTRUCTURE FINANCING PLAN ("IFP") FOR THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT ("PLACENTIA EIFD")**

### FISCAL

IMPACT: REVENUE: Up to \$8 Million in Property Tax Increment Revenue Over Approximately 20 Years

EXPENSE: Not to Exceed \$50,000 to be Paid from Bond Proceeds

### **SUMMARY:**

In response to the elimination of redevelopment agencies, California Senate Bill 628, effective January 1, 2015, and California Assembly Bill 313, effective January 1, 2016, authorized public agencies to form Enhanced Infrastructure Financing Districts ("EIFDs"), which are public financing instruments designed to succeed former Redevelopment Agency financing mechanisms and provide more flexibility than Infrastructure Financing Districts ("IFDs"). An EIFD is a governmental entity, separate and distinct from the city or county that establishes it and is governed by a Public Financing Authority ("PFA").

On February 19, 2019 the City Council approved Resolution No. R-2019-05, A Resolution of Intention ("ROI") proposing the establishment of the Placentia Enhanced Infrastructure Financing District ("Placentia EIFD") with the County of Orange and the initiation of proceedings to form an EIFD within City boundaries. Subsequently, on April 23, 2019 the County Board of Supervisors approved their resolution to participate in the Placentia EIFD and PFA. In addition, on May 21, 2019 the City Council approved Resolution No. R-2019-23, a resolution to establish the membership of the Placentia EIFD PFA.

On June 18, 2019 the City Council approved Resolution No. R-2019-28 approving the Infrastructure Financing Plan ("IFP") for the EIFD. The IFP specifically defines the boundaries of the EIFD, identifies the public infrastructure improvements, and the financial analysis of expected tax increment over the life of the EIFD to allow for the issuance of bonds to pay for the identified public infrastructure improvements.

On July 30, 2019 the Placentia EIFD PFA approved Resolution No. PFA-2019-01 approving the IFP for the Placentia EIFD and the allocation of the City's incremental tax revenue from the project area pursuant to Government Code Section 53398.75 et seq.

**1. I.**  
**April 21, 2020**

This action approves a Professional Services Agreement with Kosmont Transactions Services, Inc. ("KTS") to act as an Independent Registered Municipal Advisor to the City in relation to potential tax increment or other types of financings as related to the Placentia EIFD. It is important to note, KTS fees for professional transactional-based services related to the issuance of securities (e.g. bonds, notes, private placement loans, etc.) are payable from proceeds upon a successful closing of the issuance.

**RECOMMENDATION:**

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

1. Award a Professional Services Agreement with Kosmont Transactions Services, Inc.; and
2. Authorize the City Administrator and/or his designee to execute all documents necessary, substantially in a form approved by the City Attorney.

**DISCUSSION:**

In response to the elimination of redevelopment agencies, California Senate Bill 628, effective January 1, 2015, and California Assembly Bill 313, effective January 1, 2016, authorized the formation of EIFDs, which are public financing instruments designed to succeed the former Redevelopment Agency financing mechanism and provide more flexibility than IFDs. An EIFD is a governmental entity, separate and distinct from the city or county that establishes it and is governed by a PFA that is comprised of one or more members from the participating EIFD parties.

EIFDs can aid local government entities in funding public capital facilities, or other specified projects of communitywide significance, primarily by capturing tax increment ("TI") generated within the district. The primary source of revenue available to an EIFD, like a Redevelopment project area, is TI. Essentially, the added improvements gained through EIFD funding would conceptually support future development and result in increased property values, which would generate increased property tax revenues from the base year (established from the most recent equalized tax roll prior to district formation). The increased revenue can then be leveraged for additional improvements through the issuance of bonds and/or applied to fund improvements on a "pay-as-you-go" basis from the date of formation.

Unlike Redevelopment, other affected taxing entities are not required to forgo their TI for the district; participation is voluntary. Each tax sharing entity that chooses to join an EIFD has the option to allocate up to 100% of its portion of TI to the district. Under the EIFD law, school districts are precluded from participation.

EIFDs provide an opportunity for agencies to issue bonds for an array of public infrastructure projects as well as supporting economic development efforts in specific areas. The area of particular interest to Placentia is the infrastructure needed in and around the newly established Old Town Placentia Revitalization Plan. This area will require a significant investment of infrastructure in order to attract developers to the area while improving the City's housing stock and retail opportunities for the public. Land use designations in the area include residential, commercial, industrial, open space and parks. The area contains over 300 acres, which is

approximately 7.1% of the City's total 4,243 acres. The existing assessed value is approximately \$365 million, which is approximately 5.9% of the City's total of approximately \$6.1 billion. Within this area, new development value is projected at approximately \$460 million over the next approximately 10-20 years. In summary, the newly established Old Town Revitalization Plan, the Transit Oriented District ("TOD") Packing House District, the surrounding industrial properties, and the planned hospitality areas make this area a prime location for establishment of an EIFD.

### **Infrastructure Financing Plan**

The IFP prepared by Kosmont Companies ("Kosmont") for the Placentia EIFD includes TI revenue projections, a cap on the maximum TI revenue to be contributed to the EIFD by both the City and the County, bond authorization, a description of proposed facilities to be funded, a finding of communitywide significance, and a statement of the goals of the EIFD. The PFA is ultimately responsible for preparation and final adoption of an IFP for the Placentia EIFD, and the IFP is a proposal that will be provided for the PFA to consider. As a participating taxing entity of the Placentia EIFD, the County Board of Supervisors approved the IFP at their June 25, 2019 Board Meeting.

On July 30, 2019 the Placentia EIFD PFA adopted Resolution No. PFA-2019-01 approving the IFP for the Placentia EIFD and the allocation of the City's IT revenue from the project area pursuant to Government Code Section 53398.75 et seq.

The City's contribution is approximately 48% of its share of property tax increment (~6.5 out of 13.6 cents on the dollar) within the district boundary for a maximum of \$9,100,000 total over the approximately 20-year district lifetime. The County's contribution is approximately 43% of its share (~2.5 out of 5.9 cents) within the district boundary for a maximum of \$3,547,000 total over the approximately 20-year district lifetime.

### **Preliminary Bonded Indebtedness**

Kosmont Transaction Services provided a preliminary bonded indebtedness analysis with County's participation and estimated EIFD revenues. The preliminary \$8 million infrastructure loan is over the course of 20 years. A total of \$11.7 million (principle and interest) repaid over 20 years will reflect an annual payment of \$560,000 - \$600,000 for the initial \$8 million infrastructure loan.

### **Financial Implication of Establishing Placentia EIFD**

Kosmont concluded several regional financial implications for the establishment of the Placentia EIFD, including providing essential regional transportation infrastructure improvements, improved regional competitiveness for federal/state grant funds and support of the County's Comprehensive Economic Development Strategy (e.g. job creation, quality of life improvement, promote environmental sustainability). An economic impact analysis was prepared by Kosmont upon reviewing the master plans for this area. The impact analysis illustrated a gross economic impact of approximately 3,900+ construction jobs will be created, 1,150+ permanent jobs will be created, \$800+ million in economic output from construction, and \$164+ million in annual ongoing economic output. The resulting overall establishment of the Placentia EIFD will have created an acceleration of development and related fiscal revenues in the amount of approximately \$60 million in net fiscal impact to the City and \$32 million in net fiscal benefit to the County (present value net fiscal benefit over 50 years).

### **Community Participation and Public Outreach Efforts**

There are a number of steps in the Placentia EIFD formation process that require public outreach and participation. Under EIFD law, the preparation and distribution of the IFP and related CEQA (California Environmental Quality Act) documentation and Notice of Public Hearing must be mailed to each landowner within the Placentia EIFD, each affected taxing entity, and the PFA. Staff completed this process on May 30, 2019, allowing for at least 60 days of review prior to the PFA's public hearing scheduled for July 30, 2019. These documents were also posted on the City's website and at City Hall. A public notice for the PFA's July 30, 2019 public hearing was published in the OC Register on June 20, 2019, June 27, 2019, July 4, 2019 and July 11, 2019. Stakeholders will have the opportunity to voice their opinion to the PFA at the public hearing. Additionally, the issuance of bonds by the Placentia EIFD in the future will involve public outreach.

### **Independent Registered Municipal Advisors**

KTS will serve as the Independent Registered Municipal Advisor ("IRMA"), as such term is defined by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"), to the City of Placentia (the "City") in relation to potential TI or other types of financings as related to the City's EIFD.

The establishment of an IRMA relationship between KTS and the City authorizes KTS to provide the Placentia EIFD with advice regarding municipal securities. MSRB regulations impose fiduciary and loyalty obligations on IRMAs with regards to any advice an IRMA may provide to an issuer of municipal securities. KTS is required to act and provide advice in a manner that is in the City's best interests, not KTS or those of any other party. Per MSRB regulations, KTS may not dispense to the City any suggestions or recommendations related to municipal securities prior to the establishment in writing of an IRMA relationship. The Professional Services Agreement (Attachment 1) formally establishes the IRMA relationship and authorizes KTS to bring ideas and suggestions to the City related to any outstanding and/or contemplated issues of municipal securities.

IRMA activities covered by this Professional Services Agreement will likely include, but not necessarily be limited to, analysis and suggested courses of action related to the issuance of various types of bonds or other types of financing vehicles, the proceeds of which will be used to finance the acquisition and/or installation of improvements and/or facilities as contemplated in the EIFD's IFP, as well as any other area as requested by the City that may be related to the issuance of securities.

KTS fees for professional transactional-based services related to the issuance of securities (e.g. bonds, notes, private placement loans, etc.) are payable from proceeds upon a successful closing of the issuance.

### **FISCAL IMPACT:**

As described above, preliminarily, it is projected that up to \$8 million could be generated in bond payments from tax increment over the approximately 20-year term of the Placentia EIFD, to help fund core public infrastructure needed to support Placentia's growth. The City's contribution is expected to be approximately 48% of its share of property tax increment (~6.5 out of 13.6 cents on the dollar) within the district boundary for a maximum of \$9,100,000 total over the

approximately 20-year district lifetime. The County's contribution is expected to be approximately 43% of its share (~2.5 out of 5.9 cents) within the district boundary for a maximum of \$3,547,000 total over the approximately 20-year district lifetime.

While the Placentia area would benefit from the infrastructure improvements, the formation of the EIFD would result in a reallocation of TI (i.e., the City's share of taxes levied on property within the district boundaries on that portion of the taxable valuation over and above the taxable valuation of the base year property tax roll) from the General Fund to pay for the Placentia infrastructure improvements. While this contribution will be dedicated, it should be noted that the City is only proposing a 20-year EIFD, even though under state law, up to 45 years of TI contribution is authorized. This is purposeful and is designed to demonstrate a conservative partnership and contribution from both agencies for a very specific purpose (Old Town Streetscape Master Plan Infrastructure), which will reap a significant return on investment for each agency.

The aforementioned TI projections are based upon various assumptions made utilizing the future growth potential of the residential, commercial, and industrial development sectors in the area. Once the EIFD has terminated, the property tax increment revenue allocated to the EIFD will flow back into the City's General Fund. The property tax generated up to the taxable valuation of the base year tax roll will continue to flow to the City's General Fund.

The Professional Services Agreement with KTS will not exceed \$50,000 and will only be payable from proceeds upon a successful City approved closing of the issuance of securities (e.g. bonds, notes, private placement loans, etc.) for the Placentia EIFD.

Prepared by:

Reviewed and approved:

*Jeannette Ortega*

\_\_\_\_\_  
Jeannette Ortega  
Assistant to the City Administrator/  
Economic Development Manager



\_\_\_\_\_  
Joseph M. Lambert  
Director of Development Services

Reviewed and approved:

Reviewed and approved:

*Kim Krause*

\_\_\_\_\_  
Kim Krause  
Finance Director

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachment:

Professional Services Agreement with Kosmont Transaction Services, Inc.

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH KOSMONT TRANSACTIONS SERVICES, INC.**

THIS AGREEMENT is made and entered into this 21<sup>st</sup> day of April 2020 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Kosmont Transactions Services, Inc., a California Corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to act as the Independent Registered Municipal Advisor in relation to the potential tax increment or other types of financings related to the Placentia Enhanced Infrastructure Financing District and the Infrastructure Financing Plan as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Fifty Thousand Dollars (\$50,000.00). Consultants total compensation will be payable from proceeds upon a successful City approved closing of the issuance of securities (e.g. bonds, notes, private placement loans, etc.).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees must be approved by the City Administrator.

2.3. Method of Billing. Consultant may submit an invoice to the City for approval just prior to a City approved bond transaction closing of sale for the Placentia EIFD. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City/Bond Trustee shall pay Consultant's invoice. The invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. City will review and if approved, will send to the Bond Trustee the invoice with directions to pay KTS with the proceeds of the successful bond sale, upon closing. The City and KTS will negotiate and prepare all bond transaction fees upfront and City shall approve the fees. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

## **3.0. TIME OF PERFORMANCE**

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

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

#### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on April 20, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services rendered in accordance with the Proposal. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

## 5.0. INSURANCE

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

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

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

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

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

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

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

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary

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

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

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

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

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

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

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

IF TO CONSULTANT:

Kosmont Transactions Services Inc.  
1601 N. Sepulveda Blvd. #382  
Manhattan Beach, Ca 90266  
Tel: (424) 297-1070  
Attn: Larry Kosmont

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: (714) 993-8117  
Attn: Damien R. Arrula

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its

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

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

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

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

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

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

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

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

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

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**



March 27, 2020

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

**Re: Municipal Advisor Engagement Letter**

Dear Mr. Arrula:

This letter authorizes Kosmont Transactions Services, Inc. ("KTS") to act as the Independent Registered Municipal Advisor ("IRMA"), as such term is defined by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"), to the City of Placentia (the "City") in relation to potential tax increment or other types of financings as related to the City's Enhanced Infrastructure Financing District ("EIFD"), as further described herein.

One of several integrated firms originally founded in 1986, KTS is an IRMA and offers a unique and full range of advisory services to public agencies and private entities that conduct business within the nexus of finance, real estate and economic development. KTS specifically handles Municipal Advisory business activities; such as transacting the issuance of municipal securities, that are regulated by and under the jurisdiction of the SEC and MSRB. The professionals assigned to the City are Registered Municipal Advisor Representatives by virtue of having passed the "Series 50" Municipal Advisor Representative Qualification Examination and are therefore authorized to offer advice on a broad spectrum of financial matters connected to the issuance of Municipal Securities and related financial products.

The establishment of an IRMA relationship between KTS and the City authorizes KTS to provide the District with advice regarding municipal securities. MSRB regulations impose fiduciary and loyalty obligations on IRMAs with regards to any advice an IRMA may provide to an issuer of municipal securities. Simply put, KTS is required to act and provide advice in a manner that is in the City's best interests, not ours or those of any other party. Per MSRB regulations, KTS may not dispense to the City any suggestions or recommendations related to municipal securities prior to the establishment in writing of an IRMA relationship. This Engagement Letter formally establishes the IRMA relationship and authorizes KTS to bring ideas and suggestions to the City related to any outstanding and/or contemplated issues of municipal securities.

MA activities covered by this Engagement Letter will likely include, but not necessarily be limited to, analysis and suggested courses of action related to the issuance of various types of bonds or other types of financing vehicles, the proceeds of which will be used to finance the acquisition and/or installation of improvements and/or facilities as contemplated in the EIFD's Infrastructure Financing Plan, as well as any other area as requested by the City that may be related to the issuance of securities.

KTS's standard rate sheet is included with this Engagement Letter as Attachment A. Such information is provided solely for informational purposes and in accordance with MSRB regulations related to disclosure of fees and expenses. This Engagement Letter does not, in and of itself, contractually commit the City to make any payments to KTS and likewise does not commit KTS to perform any specific services for the City. All fee and scope of services agreements will be negotiated by KTS and the City on a case-by-case basis as appropriate and applicable. In no case will the City be charged or expected to pay any fees to KTS before KTS receives the City's express, written authorization for services under an appropriate proposal or agreement.

If this Engagement Letter is acceptable to you, please so indicate by countersigning where indicated below and returning a copy to us.

Thank you for the opportunity to work with the City as its Municipal Advisor.

Sincerely,

Kosmont Transactions Services, Inc.

By:   
Larry J. Kosmont, CRE  
Its: President

**COUNTERSIGNED**

By signing below, I hereby designate KTS as the City's Municipal Advisor.

City of Placentia

By: \_\_\_\_\_  
Damien R. Arrula  
Its: City Manager

cc: Dan Massiello



**ATTACHMENT A**

**Kosmont Transactions Services, Inc.  
2020 Fee Schedule**

**Professional Consulting Services**

President	\$345/hour
Senior Vice President	\$305/hour
Vice President	\$210/hour
Senior Project Analyst	\$195/hour
Project Analyst/Project Research	\$165/hour
Assistant Project Analyst/Assistant Project Manager	\$125/hour
GIS Mapping/Graphics Service	\$ 95/hour
Clerical Support	\$ 60/hour

**Additional Expenses**

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A

**Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

**Transactional Securities Issuance Services**

KTS fees for professional transactional-based services related to the issuance of securities (e.g. bonds, notes, private placement loans, etc.) are payable from proceeds upon a successful closing of the issue and based on the following scale:

<u>Gross Proceeds</u>	<u>Fee</u>
UP TO \$10,000,000	\$25,000
\$10,000,001 - \$20,000,000	\$35,000
\$20,000,001 - \$30,000,000	\$45,000
\$30,000,001 - \$40,000,000	\$55,000
\$40,000,001 - \$50,000,000	\$65,000

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: FIRE CHIEF

DATE: APRIL 21, 2020

SUBJECT: **LEASE OF FIRE APPARATUS FOR USE DURING PLACENTIA FIRE & LIFE SAFETY DEPARTMENT TRAINING ACADEMY**

### FISCAL

IMPACT: EXPENSE: \$62,000 ENGINE RENTAL FOR ACADEMY  
BUDGETED: \$54,000 STAFF TRAINING (103066-6250)  
(BUDGET TRANSFER FROM 103066-6301 OF \$8,000  
REQUIRED)

### **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 part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department. On July 9, 2019, the City Council voted to approve sales contracts with Seagrave Fire Apparatus to purchase two (2) Type I Engines, and one (1) Quint with a 100-foot ladder for the Department.

The City has been working with Derotic Emergency Equipment ("Derotic") as the local apparatus manufacturer's sales representative for HME and Seagrave to develop the final equipment list and apparatus upfitting and production coordination. Given that production lead-time for final delivery of the apparatus was projected to be upwards of 9-10 months for the Engines and 12-13 months for the Quint, the City has prepared a contingency plan to ensure that the Department is operational by July 1, 2020. Accordingly, the City has worked with Derotic to lease two (2) Type I Engines on a short-term basis as an effective contingency, in the event there are any delays in taking delivery of the apparatus. This will ensure that regardless of any delays in the apparatus construction, the Placentia Fire and Life Safety Department will be able to begin providing effective services on July 1, 2020.

Current updates regarding status of the Type I Engines indicate that they should be ready for deployment on July 1, 2020 but will not be ready at the time of the training academy for new fire suppression employees. In order to provide equipment for the academy, as well as to ensure an interim solution in the event of any delay in receipt of the Type I Engines, the City has negotiated the attached Lease Agreement. The Agreement provides for rental of two (2) Type I Engines for the duration of the academy, with an option to extend the lease as necessary beyond July 1, 2020.

**1. m.**  
**April 21, 2020**

**RECOMMENDATION:**

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

1. Authorize the execution of an Equipment Lease Agreement with Derotic LLC for a rental of two (2) Type I Engines at a rental rate of \$62,000 for the period from April 27, 2020 through July 3, 2020; and
2. Authorize the City Manager to extend the Lease Agreement from July 3, 2020 on a week by week basis up to September 2, 2020, at a prorated rate, in a total lease amount not to exceed \$124,000; and
3. 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 Request for Proposal ("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 a few in a series that have come before the City Council for its consideration during this year as the City fulfills each step in establishing the new Department. Presented to City Council for review and consideration is the authorization to lease equipment required to complete the training academy for the Department and serve as a contingency plan in the event suppression apparatus is not ready for service on July 1, 2020.

During the Department's training academy, Firefighters, Engineers, and Captains will be led by the Department's Battalion Chiefs and Fire Chief through a series of classes and exercises designed to teach them how to be an effective Fire Department in keeping with the philosophy and service model chosen by the City Council on June 4, 2019. Further, the new Department suppression personnel will be learning how to work together as an effective team, using equipment and resources to provide excellent service to the businesses and citizens of Placentia. The use of fire apparatus during training is essential to ensuring that the training is effective and hands-on, necessitating the actions outlined above.

In order to be prepared for contingencies with either production or procurement, it is necessary to have a plan in place in the event that either or both of the Type I Engines purchased for the Department are not ready for deployment on July 1, 2020. Execution of the attached Lease Agreement provides for the extension of the rental of one or both apparatus, without requiring the City to forecast the duration of the need for this rental, if necessary beyond July 1, 2020. The manufacturer for the Type I Engines purchased by the City continues to strive to complete production on schedule, or early if possible, to allow time for upfitting of both apparatus before July 1, 2020.

**FISCAL IMPACT:**

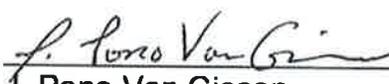
Lease costs for two (2) Type I Engines for the duration of the academy (April 27 – July 3, 2020) amount to \$62,000. At the adoption of the Mid-Year Budget, the actual cost of the rental was unknown, and an appropriation for this purpose was approved for \$54,000. The additional cost of \$8,000 will be covered by a budget transfer from the Department's supply account. As such, sufficient funds exist for the recommended actions.

Lease costs beyond July 3, 2020 will be paid from the Fiscal Year 2020-21 Placentia Fire and Life Safety Department Budget in the General Fund.

Prepared by:

  
Megan Dearing  
Public Safety Management Analyst

Reviewed and approved:

  
J. Pono Van Gieson  
Fire Chief

Reviewed and approved:

  
Kim Krause  
Director of Finance

Reviewed and approved:

  
Damien R. Arrula  
City Administrator

**Attachment:**

Equipment Lease Agreement with Derotic, LLC

## Equipment Lease Agreement

This Equipment Lease Agreement, effective this 31 day of March, 2020 by and between City of Placentia located at 401 E Chapman Avenue Placentia, CA 92870 hereinafter called "Lessee", and Derotic, LLC located at 3491 Park Drive El Dorado Hills #20-193, CA 95762 hereinafter called "Lessor".

### THE FOLLOWING TERMS AND CONDITIONS APPLY:

1. Lessor shall lease to Lessee for two (2) month(s), two (2) Pumper fire apparatus (the "Apparatus") vehicle(s), at a rental rate of \$31,000.00 (Thirty-One Thousand Dollars and No Cents) per month, totaling \$62,000.00 (Sixty Two Thousand Dollars and no Cents). The rental term shall commence on or about April 27, 2020 and terminate on July 3rd, 2020. The first monthly payment will be made prior to pickup of said vehicle(s), and any additional payments will be made on or before the first of each month (if applicable).
  - a. The described vehicle shall only be used for its intended purpose as a Pumper fire apparatus. Usage limits will be 2,000 miles per month (or pro-rata portion) and 200 hours. Any monthly usage over these amounts will be billed to and payable by the Lessee **per vehicle** at the rate of \$650.00 per day for one (1) week, \$600.00 per day for two (2) weeks, \$550.00 per day for three (3) weeks and \$500.00 a day for anything past three (3) weeks. Excess monthly mileage and hours will be invoiced to the Lessee on the anniversary date, or upon termination of this lease.
  - b. If Lessee remains in possession of the Apparatus after the expiration of the rental term and without any express agreement of the parties hereto, Lessee shall pay month-to-month using the same terms and conditions as contained in the Equipment Lease Agreement, including, without limitation, the payment of rent, which shall be based on the rate in effect during the last month of the preceding term.
  - c. Lessee agrees to pay a late charge of 1.5% on all overdue payments in excess of 30 days. All payments shall be payable to Lessor's El Dorado Hills office.
  - d. This lease is a net lease and Lessee shall not be entitled to any abatement of, reduction of, or set off against lease payment for any reason whatsoever. Lessee shall pay promptly to Lessor when due, all tax, fees and assessments for sales tax, use tax, excise tax, or other amounts imposed by governmental bodies with respect to the equipment described in this lease.
  - e. Description of vehicle(s): Two (2) 1500 GPM Type-1 Fire Apparatus.

- f. Lessee shall acknowledge receipt of all loose equipment (if applicable) and agent (if applicable) supplied with the vehicle upon delivery. The vehicle shall be returned with all said equipment. In the case the vehicle is returned without said loose equipment or agent, Lessee will be invoiced accordingly.
  - g. Lessee agrees to pay the Lessor based on the rates outlined in Section A as stated above, regardless if the Apparatus is returned before the lease termination.
  - h. If Lessee remains in possession of the Apparatus after the expiration of the rental term and without any express agreement of the parties hereto, Lessee shall pay month-to-month using the same terms and conditions as contained in the Equipment Lease Agreement, including, without limitation, the payment of rent, which shall be based on the rate in effect during the last month of the preceding term.
- 2. Lessee shall obtain and pay for all necessary import duties, tariffs, licenses, permits, inspections and fees necessary for lawful transport to the Lessee's site and return to the Lessor's site at lease expiration. Lessee shall obtain and pay for all licenses, permits, inspections and fees necessary for the lawful operation of said vehicle while in the Lessee's possession.
  - a. Lessee shall obtain and maintain an insurance policy against all risk of loss or damage in an amount not less than the replacement cost of the equipment, which will be determined solely by the Lessor. The property shall be insured for \$200,000.00.
  - b. Lessee shall obtain and maintain commercial general liability insurance and commercial auto liability insurance for the term of this lease, covering both personal injury and property damage, including completed operations.
  - c. Lessee shall pay all costs of insurance premiums and shall deliver proof of insurance coverage to Lessor. The Lessor shall be added as co-insured and as loss payee. Proof of insurance shall be required prior to delivery of the equipment.
- 3. Lessee shall be responsible for routine maintenance of the apparatus including but not limited to, checking fluid levels, checking tire pressures, fueling, cleaning and minor adjustments. Major repairs (excluding damage) shall be the responsibility of the Lessor.
- 4. Lessee accepts vehicle in condition which it is delivered. Lessee shall be responsible for all damage of any character to property during the lease. Should an incident occur where damage is done to said vehicle during the lease, the Lessee shall notify Lessor within 24 hours. The Lessee shall restore the vehicle to a condition equal to that existing before damage was done, or it shall make good such damage in an acceptable manner. Charges against the security deposit (if applicable) identified in Section 1.0 for damage not corrected by the Lessee will

be assessed upon return of the equipment to the Lessor's facility. Unspent security deposit funds (if applicable), shall be promptly refunded to the Lessee or applied toward any unpaid lease amounts remaining following the return of the equipment to the Lessee at the expiration of the lease.

5. Responsibility for Claims: The Lessee shall indemnify and hold harmless Derotic, LLC and all of its representatives from all suits, actions or damages sustained by any person or property in consequence of any neglect by Lessee in safeguarding said vehicle or on account of any act or omission by Lessee.
6. Lessor shall be responsible for the transportation of the vehicle from Westminster, California to Lessee's final destination and subsequent return to Westminster, California. The estimated cost of freight is \$500.00 for the round-trip transport per vehicle. The round-trip freight cost is due in advance of the vehicle being shipped.
  - a. Relocation of described equipment from the initial delivery location must have prior written approval from Derotic, LLC The Lessor reserves the right to determine the best means for relocation and transportation of equipment. The Lessee is responsible for payment to Lessor of any relocation changes incurred.
7. The Lessor at his discretion with advanced notice shall have the right to enter the premises where the equipment is located to confirm the existence, condition and proper maintenance of the equipment.
8. Lessee acknowledges that the title of the equipment shall at all times remain with the Lessor.
  - a. Lessee may not assign, sell, transfer, sublet, pledge or otherwise encumber any interest in the lease or the equipment.
  - b. Lessee agrees to keep Lessor and equipment free from any lien, encumbrance or any other claim, which may be asserted by any other third party.
9. California Law Prevails: The provisions of this contract shall be governed by the laws of California.
10. Failure to comply with any of the above terms shall constitute a breach of the lease agreement.
11. If any Paragraph, Statement, Clause or Provision of this lease is construed or interpreted by a court of competent jurisdiction to be void, illegal or unenforceable, such decision shall affect only those Paragraphs, Statements, Clauses or Provision

LESSEE:

City of Placentia

By: \_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date

LESSOR:

Derotic, LLC

By: James Mario Demattei \_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: ACTING DEPUTY CITY ADMINISTRATOR  
DATE: APRIL 21, 2020  
SUBJECT: **AWARD OF CONSTRUCTION CONTRACT TO ROY ALLAN SLURRY SEAL, INC. FOR THE FISCAL YEAR 2019-20 SLURRY SEAL PROJECT NO. 1001**

### FISCAL

IMPACT:	EXPENSE: \$ 974,528	CONSTRUCTION CONTRACT AMOUNT
	BUDGET: \$ 1,042,578	<u>TOTAL PROJECT BUDGET (FY 2019-20 CIP BUDGET)</u>
	\$ 400,000	MEASURE U CIP (791001-6185)
	\$ 400,000	MEASURE M CIP (181001-6185)
	\$ 184,578	SB 1/RMRA CIP (601001-6185)
	\$ 58,000	STATE GAS TAX CIP (171001-6185)

### SUMMARY:

As part of any Pavement Management Program, slurry seal treatments for pavement surfaces are utilized to extend the useful life of roadways. The proposed action will award a Construction Contract to Roy Allen Slurry Seal, Inc. ("Roy Allen") for a slurry seal project consisting of approximately 2.6 million square feet of residential roadways. The scope of work for the slurry seal project entails the placement of a rubberized slurry pavement sealant in addition to approximately 7,000 square feet of damaged pavement, replacement of approximately 9,000 square feet of damaged sidewalk panels, replacement of damaged concrete curb and gutters, and replacement of all pavement striping and legends. This project also includes slurry seal for the City Hall and the Library parking lot. On March 12, 2020, the City issued a Public Notice Inviting Bids for this project and a total of four (4) bids were received. The low bid for the Project was submitted by Roy Allen which was deemed to be the lowest responsive and responsible bidder for this Project. After reviewing Roy Allen's bid documents and performing a reference check, Staff recommends the City Council award a Public Works Agreement to Roy Allen in the amount of \$974,528 to construct the Project.

### RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the construction plans, documents, and technical specifications prepared by NV5, Inc., for this project and award a construction contract to Roy Allan Slurry Seal, Inc., for the FY 2019-20 Slurry Seal Project No. 1001 for a not-to-exceed amount of \$974,528; and

**3. a.**  
**April 21, 2020**

2. Authorize the City Administrator to approve contract change orders up to \$68,050; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**DISCUSSION:**

On July 23, 2019, the City Council awarded a professional services agreement to NV5, Inc., to provide engineering design services for the Fiscal Year (FY) 2019-20 Arterial Roadway Rehabilitation Project and the FY 2019-20 Slurry Seal Project. Both projects are funded with a combination of Measure U, Measure M and SB 1/RMRA and State Gas Tax revenues. The scope of work for the slurry seal project entails the placement of a rubberized slurry pavement sealant over 2.6 million square feet of residential streets. In addition, approximately 7,000 square feet of damaged asphalt pavement will be removed and replaced, approximately 9,000 square feet of damaged sidewalk panels will be removed and replaced, along with damaged concrete curb and gutter and replacement of all pavement striping and legends. This project also includes slurry seal for the entire City Hall and the Library parking lot. Slurry seal is an integral part of pavement maintenance and critical to extending the useful life of asphalt.

On March 12, 2020, the City issued a public Notice Inviting Bids for this project and a total of four (4) bids were received:

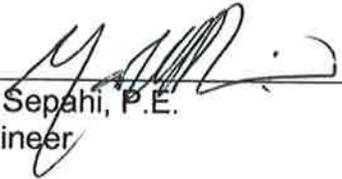
<b>Contractor</b>	<b>Bid Amount</b>
Roy Allan Slurry Seal, Inc.	\$974,528
All American Asphalt	\$1,029,100
Doug Martin Contracting Company, Inc.	\$1,058,176
Pavement Coatings Co.	\$1,193,170

Staff reviewed and analyzed the bids received to identify any mathematical or other procedural errors and found Roy Allan Slurry Seal's (Roy Allan) bid to be responsive to the City's bid specifications for this project. In addition, Staff conducted a reference check on Roy Allan Slurry Seal (Roy Allan) and received favorable reviews from the Cities they have worked for in the past on similar projects. Accordingly, Staff determined that Roy Allan is the lowest responsive, responsible bidder on this project. Based on its evaluation of the bids received, Staff recommends the City Council award a construction contract to Roy Allan Slurry Seal, Inc., for the FY 2019-20 Slurry Seal Project No. 1001.

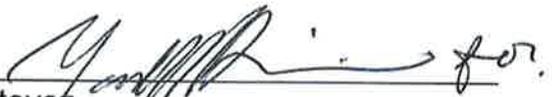
**FISCAL IMPACT:**

The Fiscal Year (FY) 2019-20 Capital Improvement Program Budget includes a total available project balance of \$1,042,578 in Measure U, Measure M, SB1/RMRA and State Gas Tax funds to pay for this project. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:

  
\_\_\_\_\_  
Masoud Sepahi, P.E.  
City Engineer

Reviewed and approved:

  
\_\_\_\_\_  
Luis Estevez  
Acting Deputy City Administrator

Reviewed and approved:

  
\_\_\_\_\_  
Kim Krause  
Director of Finance

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachment:

Construction Contract with Roy Allan Slurry Seal, Inc.

[PowerPoint](#)

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR  
FISCAL YEAR 2019-20 SLURRY SEAL PROJECT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 21 day of April 2020 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Roy Allan Slurry Seal Inc. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of FY 2019-20 Residential Slurry Seal Project No. 1001 as set forth more fully in this Agreement.

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

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

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

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

**1.0 DEFINITIONS**

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

- (a) Contractor. Contractor shall mean Roy Allan Slurry Seal Inc. a (California corporation, partnership, individual) located at 11922 Bloomfield Avenue, Santa Fe Springs, CA 90670.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

## 2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of \$68,050 or less of the Contract Sum, may be approved by the City Administrator. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding the Contract Sum plus contingency of \$68,050 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

### 3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Nine Hundred Seventy Four Thousand and Five Hundred Twenty Eight Dollars (\$974,528) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

#### 4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than April 21, 2021, 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:

Lawrence Allan, President

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

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

approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site

different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

## 6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

### **Conditions:**

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

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

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

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

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

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

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

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or

alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register,

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

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

## 7.0 RECORDS AND REPORTS

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

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

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

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

## 8.0 GENERAL PROVISIONS

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

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

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

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

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of

the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

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

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

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

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

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

To City: City of Placentia  
401 E. Chapman Ave  
Placentia, California 92870  
Attn.: Masoud Sepahi, P.E., City Engineer

To Contractor:  
Roy Allan Slurry Seal Inc.  
Lawrence Allan, President  
11922 Bloomfield Avenue  
Santa Fe Springs, CA 90670

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

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

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

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its

invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers,

agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

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

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

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

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

8.26 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation and Charter City

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

Project No. 1001

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

CONTRACTOR

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Acting Deputy City  
Administrator

Date: \_\_\_\_\_

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

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, \_\_\_\_\_, as Principal, has entered into a contract dated April 21, 2020, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: FY 2019-20 Slurry Seal Project and all appurtenant work in accordance with PROJECT NO. 1001, which requires Principal to file this bond to secure claims made in relation to the project.

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

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

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

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

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

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

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

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

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

**SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

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

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Business Address:

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Telephone Number:

---

Date:

---

Print Name:

---

Principal

Signature:

---

Title

**TAX IDENTIFICATION NUMBER**

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

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

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

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

Exempt: Yes\_\_\_No\_\_\_ Telephone ( ) \_\_\_\_\_

CORPORATION: \_\_\_\_\_

U.S.A. OR ANY AGENCIES THEREOF: \_\_\_\_\_

IRS CODE #501 TAX-EXEMPT ORGANIZATION: \_\_\_\_\_

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: \_\_\_\_\_

SOLE PROPRIETOR: \_\_\_\_\_

A PARTNERSHIP: \_\_\_\_\_

OTHER: \_\_\_\_\_(Explain)

Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Project No. 1001

**BID GUARANTEE**  
**TO THE CITY OF PLACENTIA**  
**PROJECT NO. \_\_\_\_\_**

As a material inducement to the City to award the contract for Project No. \_\_\_\_\_ to \_\_\_\_\_, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: FY 2019-20 Slurry Seal Project No. 1001 ("the work").

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

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

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

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

Guarantor \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATEMENT OF NON-COLLUSION BY CONTRACTOR**

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

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

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

On \_\_\_\_\_ at \_\_\_\_\_ California.

Firm \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name & Title)

Project No. 1001

**CITY OF PLACENTIA  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to \_\_\_\_\_, a California corporation (hereinafter "Principal"), an Agreement, dated \_\_\_\_\_, 20\_\_\_\_ ("Agreement") whereby Principal agreed to provide construction services including FY 2019-20 Slurry Seal Project No. 1001;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

(Seal)

Project No. 1001

SURETY

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ADDRESS

PRINCIPAL

By X \_\_\_\_\_  
X \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ADDRESS

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

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

Project No. 1001

**EXHIBIT A**  
**SCOPE OF SERVICES**

The general items of work consist of: Slurry Seal, Surface Preparation and Crack Seal, Remove and Construct Pavement, curb and gutters, cross gutters, sidewalk, signing, striping, markings, and pavement legends, adjust to grade water valve, and such other items or details, not mentioned above, that are required by the Plans and Standard Specifications for this project. All construction work shall be in accordance to the project bid documents which are incorporated herein by reference, plans, technical specifications and all other references as depicted in strict adherence to the latest building codes, City's standards and all other State and utility agency specifications. In addition, this contract includes slurry seal for the entire Placentia Civic Center campus parking lot as well.

Project No. 1001

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

Contractor to complete all work within Eighty (80) work days from the issuance of the Notice to Proceed.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

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

- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate

of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

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

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the state of

California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- The Certificate of Insurance shall include the following reference: FY 2019-20 Slurry Seal Project No. 1001.
- 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. 1001

**EXHIBIT D**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2020

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

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

<b>PRODUCER</b> Patriot Risk & Insurance Services 2415 Campus Drive, Suite #200 Irvine, CA 92612  www.patrisk.com                      0K07568	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (949) 486-7900 <b>FAX (A/C, No):</b> (949) 486-7950 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Roy Allan Slurry Seal, Inc. 11922 Bloomfield Avenue Santa Fe Springs CA 90670	<b>INSURER A:</b> Zurich American Insurance Company                      16535	
	<b>INSURER B:</b> Great American Insurance Company                      16691	
	<b>INSURER C:</b> Beazley Syndicates	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 55057380

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GLO 0546702 00	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BAP 0612042 00	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			SBU 3161891 00	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		<input checked="" type="checkbox"/>	WC 0612041 00	7/1/2019	7/1/2020	<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
C	Contractors Pollution Liability			ENP000352701	7/1/2019	7/1/2020	Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Deductible: \$10,000 per claim

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

RE: Job #1001FY 2019-2020 Residential streets Slurry Seal Project / Various Residential Streets in Placentia City of Placentia; its officers, employees, representatives, attorneys and volunteers are named as additional insured with respect to General Liability as required by written contract. Coverage is primary and non contributory  
 Waiver of Subrogation applies. See attached endorsements  
 \*30 day notice of cancellation- 10 day notice for non payment\*

**CERTIFICATE HOLDER**

City of Placentia  
 401 East Chapman Avenue  
 Placentia CA 92870

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Dave Jacobson

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# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0546702 00	07/01/2019	07/01/2020				

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** Roy Allan Slurry Seal, Inc.  
11922 Bloomfield Avenue  
**Address (including ZIP Code):** Santa Fe Springs CA 90670

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Covered Operations
As required by written contract	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person or organization shown in the Schedule above, whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf,
- in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement at the Location designated and described in the Schedule above.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved, the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purpose of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

**Primary and Noncontributory insurance**

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

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

All other terms and conditions of this policy remain unchanged.

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

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

**Name Of Person Or Organization:**

As required by written contract

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

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

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



# Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 0612042 00	07/01/2019	07/01/2020	04/13/2020			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

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

## A. Amended Who Is An Insured

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

The following are also "insureds":

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

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

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

## B. Amendment – Supplementary Payments

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

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

### C. Fellow Employee Coverage

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

### D. Driver Safety Program Liability and Physical Damage Coverage

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

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

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

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

### E. Lease or Loan Gap Coverage

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

#### Lease Or Loan Gap Coverage

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

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
  - (1) Overdue lease or loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous leases or loans.

### F. Towing and Labor

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

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

### G. Extended Glass Coverage

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

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

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

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

#### Loss Of Use Expenses

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

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
  - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
  - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

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

##### Personal Effects Coverage

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

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

#### J. Tapes, Records and Discs Coverage

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

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

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

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

## K. Airbag Coverage

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

## L. Two or More Deductibles

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

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

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

## M. Physical Damage – Comprehensive Coverage – Deductible

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

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

## N. Temporary Substitute Autos – Physical Damage

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

### Temporary Substitute Autos – Physical Damage

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

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

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

### Temporary Substitute Autos – Physical Damage

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

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

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

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

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

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

Include, as soon as practicable:

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

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

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

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

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

**Q. Employee Hired Autos – Physical Damage**

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

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

**R. Unintentional Failure to Disclose Hazards**

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

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

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

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

**S. Hired Auto – World Wide Coverage**

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

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

**T. Bodily Injury Redefined**

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

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

#### **U. Expected Or Intended Injury**

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

##### **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### **V. Physical Damage – Additional Temporary Transportation Expense Coverage**

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

##### **4. Coverage Extensions**

###### **a. Transportation Expenses**

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

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

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

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

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

#### **X. Return of Stolen Automobile**

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

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

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

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

WC 04 03 06 (Ed. 4-84)

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

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

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

This endorsement, effective on 7/1/2019 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC 0612041 00 Endorsement No.

of the Beazley Syndicates (NAME OF INSURANCE COMPANY)

issued to Roy Allan Slurry Seal, Inc.

Premium (if any) \$



Authorized Representative

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

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

The additional premium for this endorsement shall be 1.0 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

As required by written contract

**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.

Return to Agenda



# COVID-19 UPDATE CITY COUNCIL MEETING APRIL 21, 2020

City of Placentia

# COVID-19

- COVID-19 Data
- Governor Newsom's 6 Key Factors to Ease the "Safer at Home" Order
- City Facilities and Operations
- Stay Informed



# Case Data

## Centers for Disease Control and Prevention

- Global cases are 2,531,804
  - 174,336 have been fatal
- United States has 814,490 confirmed cases
  - 44,342 have been fatal
- California has 33,865 confirmed cases
  - 1,227 have been fatal



# Case Data in Orange County

## Orange County, CA COVID-19 CASE COUNTS

**Placentia has 37  
confirmed cases**

*Posted Date: 4/21/2020*

Data posted each day are always preliminary and subject to change. More information may become available as individual case investigations are completed.

**Cumulative Cases to Date**

**1,691**

*(includes deaths)*

**Cumulative Deaths to Date**

**33**

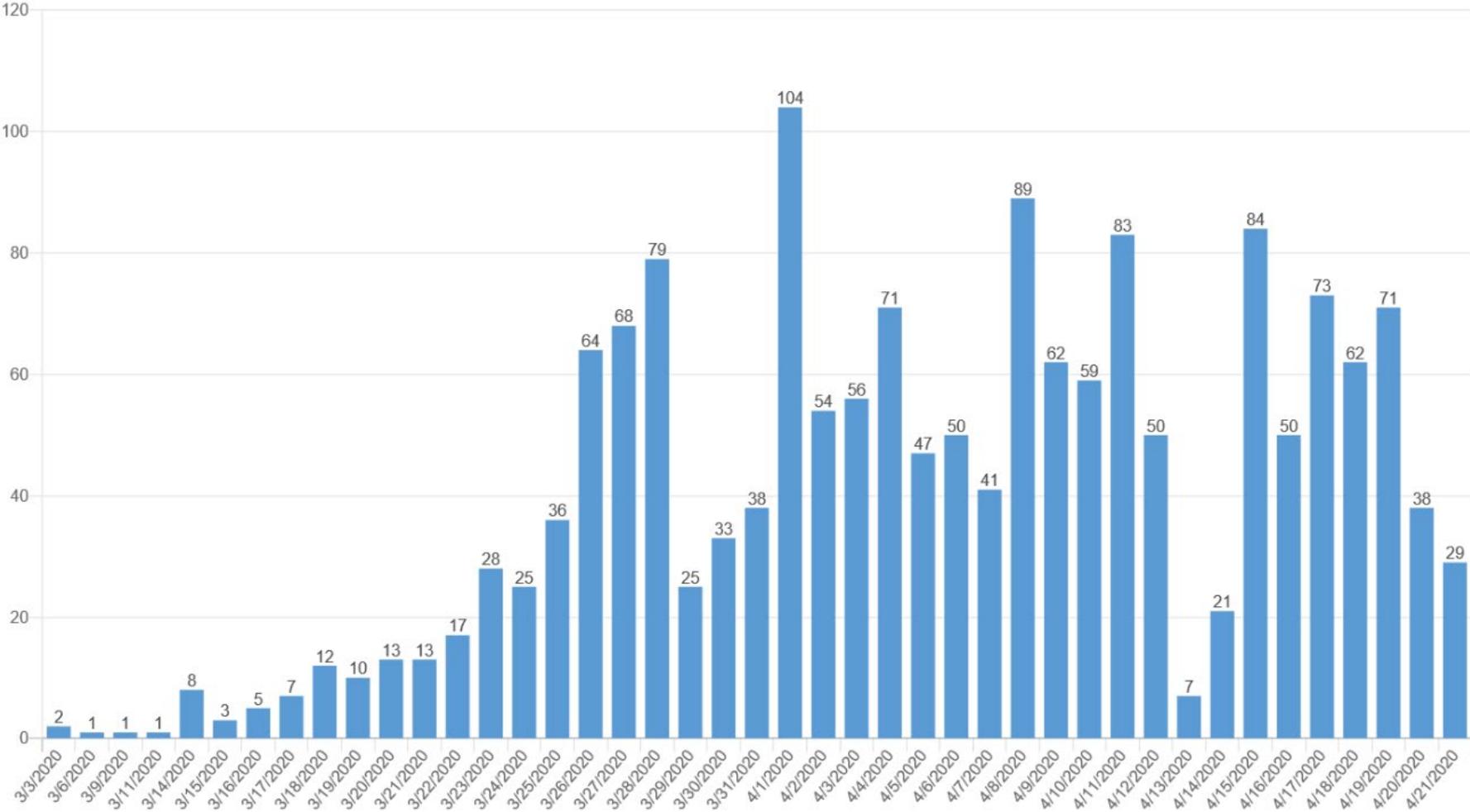
**Cases Reported Today**

**29**

**Deaths Reported Today**

**0**

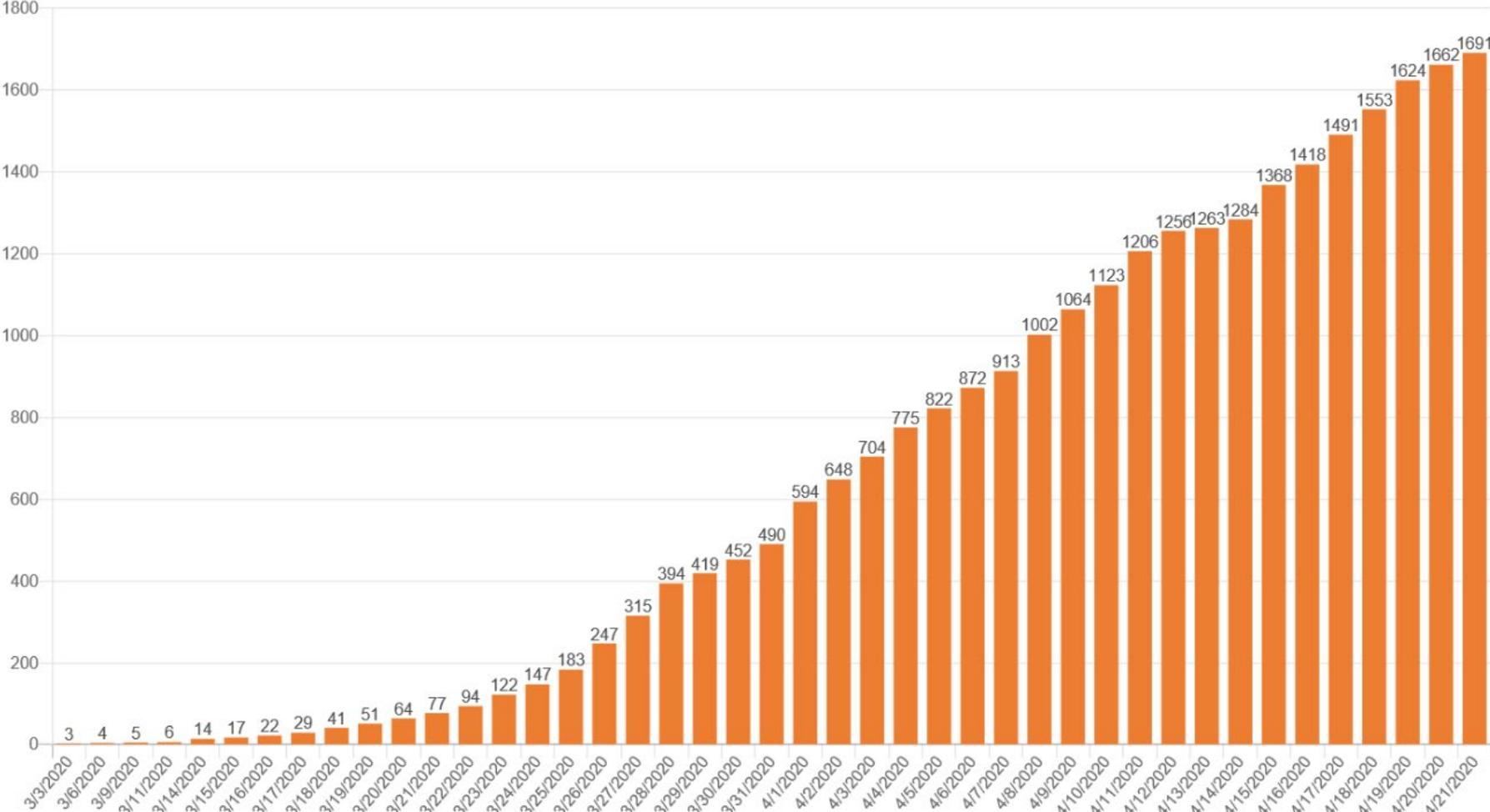
New COVID-19 Cases in Orange County by Date Reported



Case counts will fluctuate day to day. It is important to look at trends over time when reviewing these data rather than drawing conclusions from any individual data points.

[DATA TABLE](#)

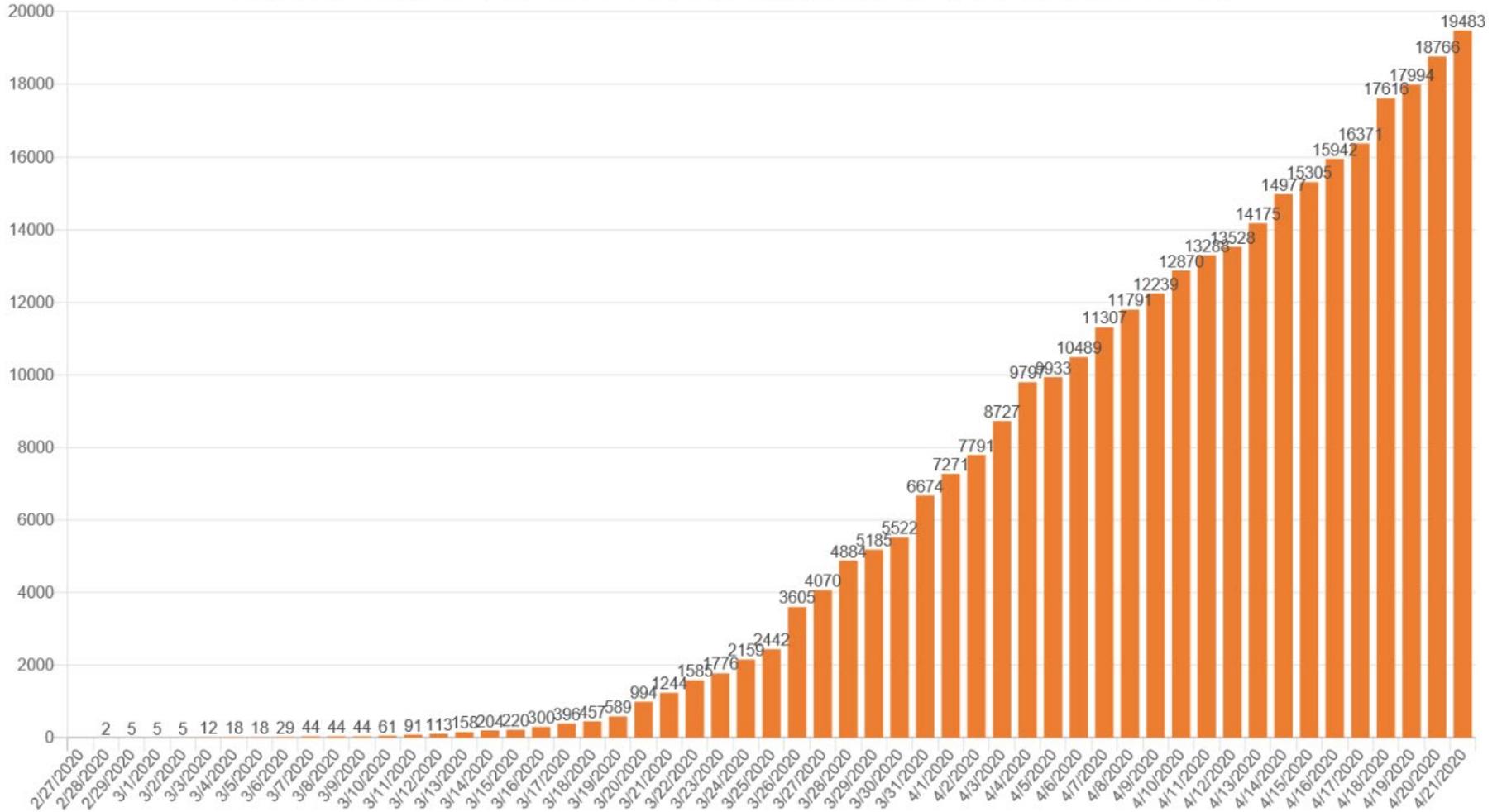
### Cumulative COVID-19 Cases in Orange County by Date Reported



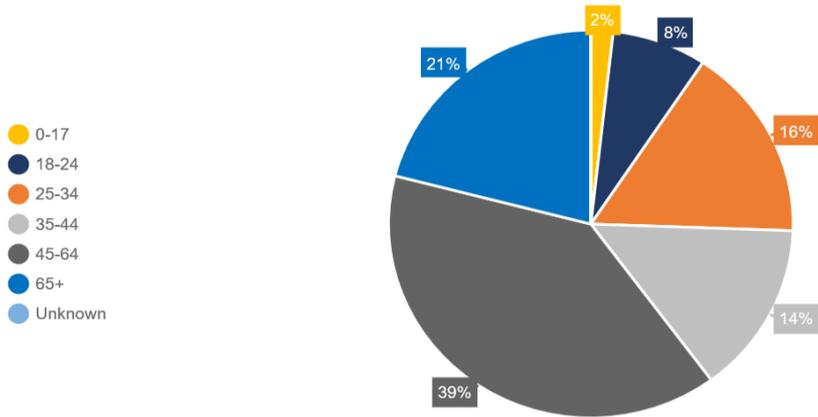
Note: Numbers fluctuate day-by-day due to changes in patient condition(s). Data are gathered daily at one point in time.

[DATA TABLE](#)

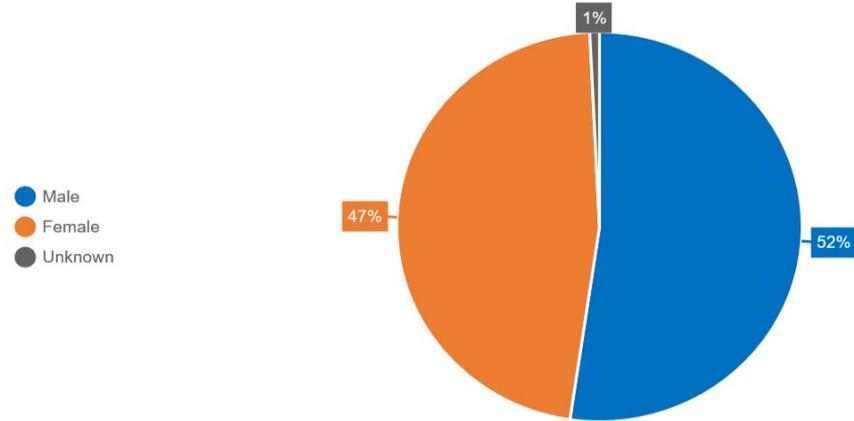
Cumulative People Tested for COVID-19 by HCA Public Health Label (PHL) and Commercial Labs



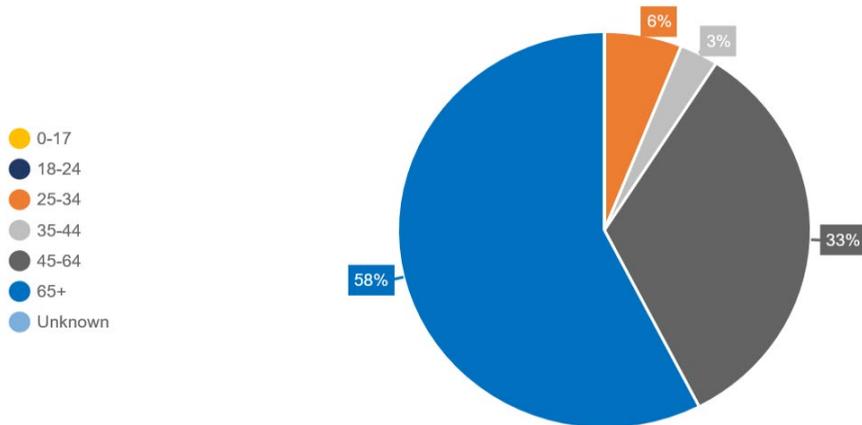
Cumulative COVID-19 Cases by Age



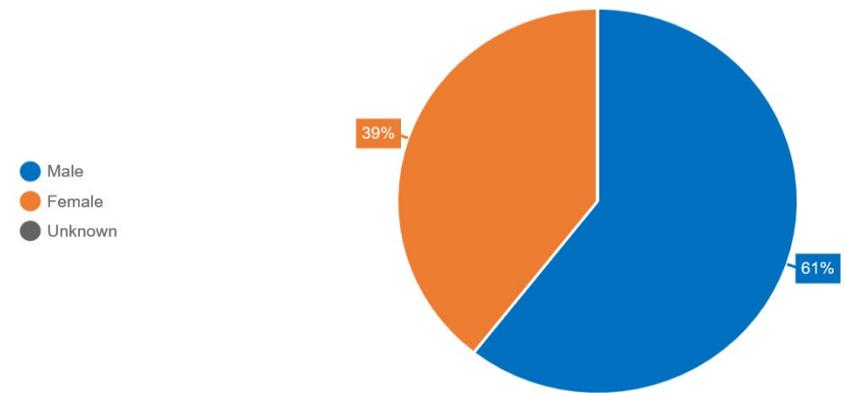
Cumulative COVID-19 Cases by Sex



Cumulative COVID-19 Deaths by Age



Cumulative COVID-19 Deaths by Sex



# Worldwide COVID-19 Data



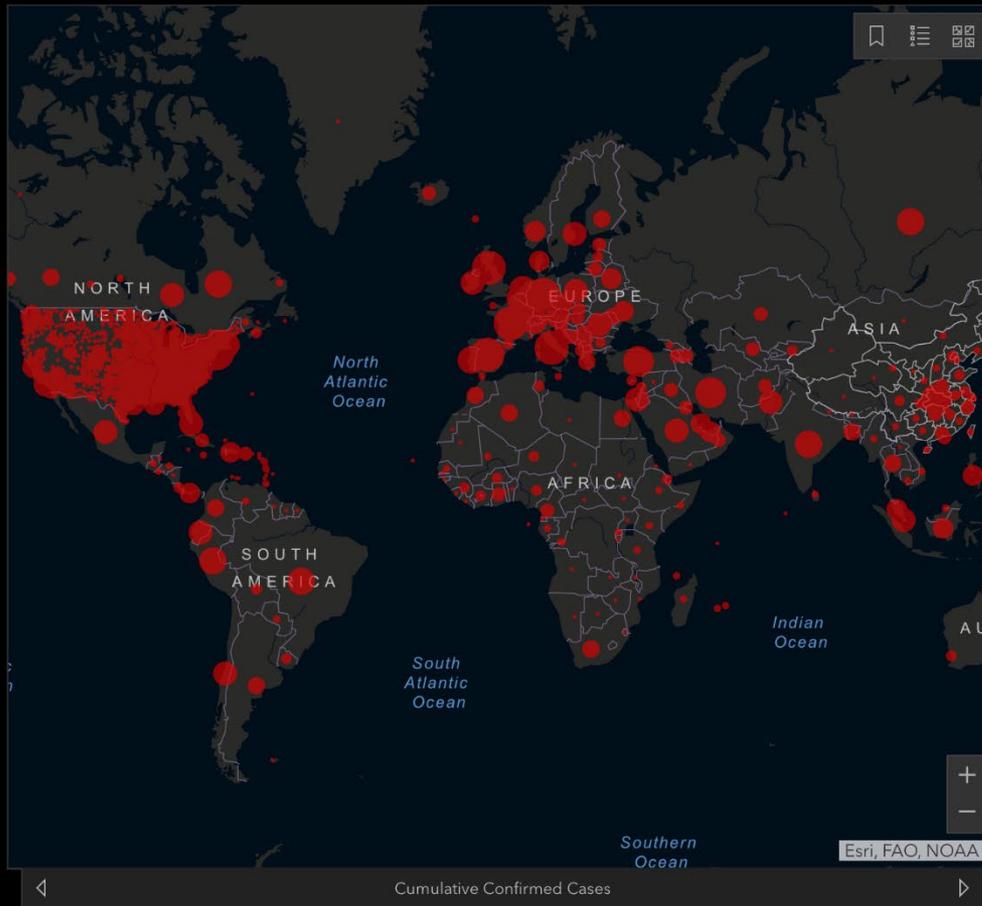
COVID-19 Dashboard by the Center for Systems Science and Engineering (CSSE) at Johns Hopkins Universit...



Total Confirmed  
**2,440,528**

Confirmed Cases by  
Country/Region/Sovereignty

766,664	US
200,210	Spain
181,228	Italy
154,098	France
146,398	Germany
125,851	United Kingdom
90,980	Turkey
83,817	China
83,505	Iran
47,121	Russia
39,983	Belgium
39,548	Brazil
37,352	Canada
33,588	Netherlands
27,944	Switzerland



Total Deaths  
**168,500**

24,114 deaths  
Italy

20,852 deaths  
Spain

19,718 deaths  
France

16,509 deaths  
United Kingdom

14,451 deaths  
New York City  
New York US

5,828 deaths  
Belgium

5,209 deaths

Total Test Conducted in U.S.  
**3,893,815**

617,555 tested  
New York US

280,900 tested  
California US

260,724 tested  
Florida US

182,710 tested  
Texas US

170,688 tested  
New Jersey US

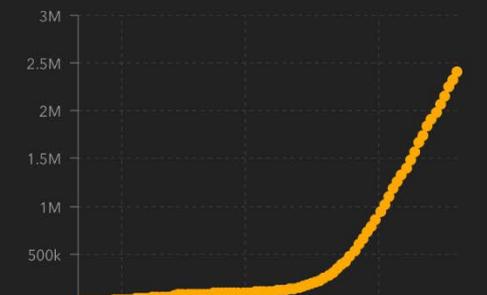
162,241 tested  
Massachusetts US

158,854 tested  
Pennsylvania US

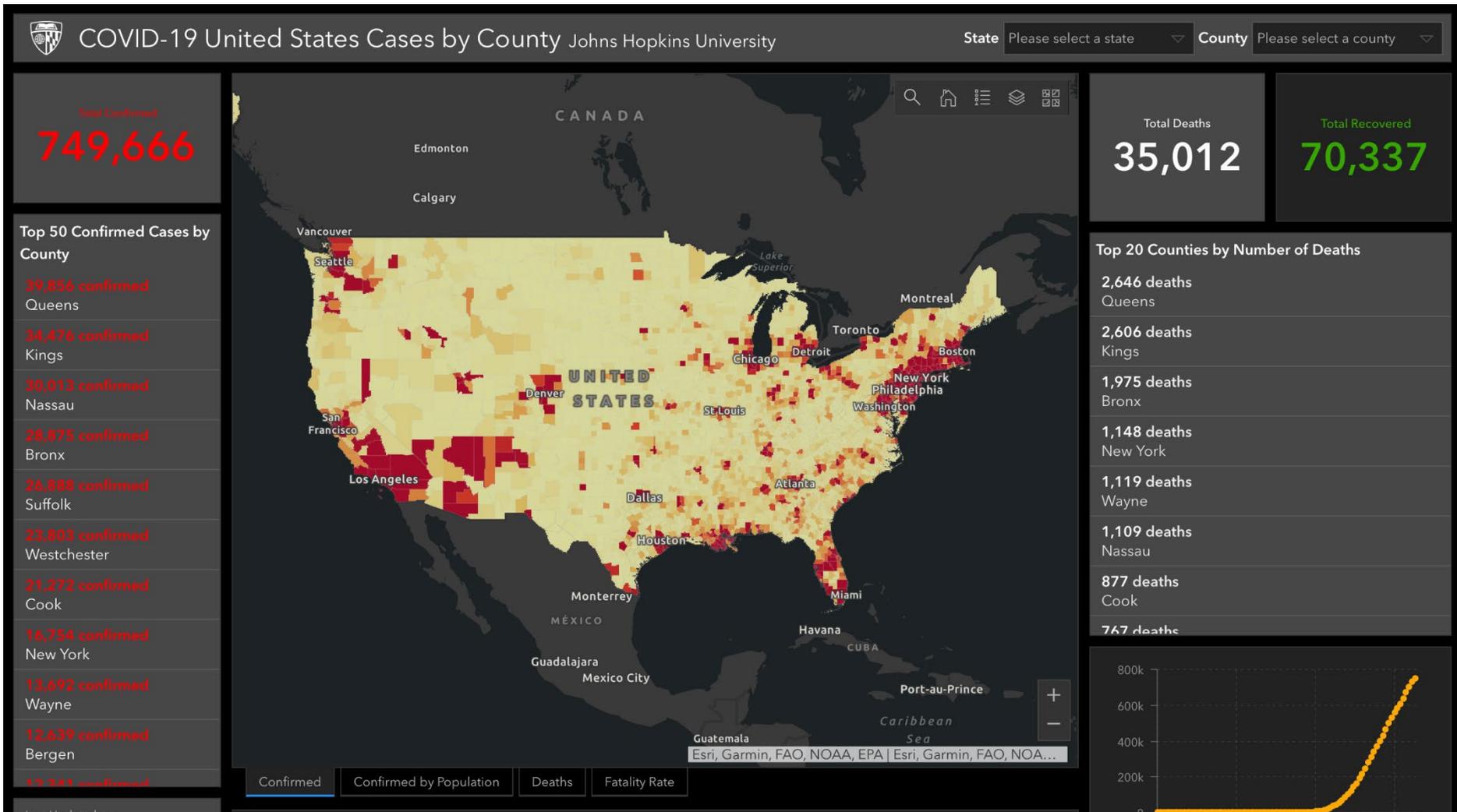
Deaths

Recovered

US Tested



# United States COVID-19 Data



# California COVID-19 Data

State/County	Total Confirmed Cases	Deaths	Fatality Rate
California	31,431	1,177	3.74%
Los Angeles	12,341	600	4.86%
San Diego	2,213	71	3.21%
Orange	1,691	33	1.95%
San Bernardino	1,286	57	4.43%
Ventura	422	13	3.08%



# Governor Newsom's 6 Key Factors to Ease the "Safer at Home" Order

1. **Expand testing** "to appropriately address the tracing and tracking of individuals – the isolation and the quarantine of individuals using the technology and using a workforce that needs to be trained in an infrastructure that needs to be in place in order to begin the process to transition."
2. **Continue to protect "the most vulnerable populations in the state** of California from infection and spread," primarily seniors, the homeless and people with immune deficiencies.
3. **Provide needed PPE and other resources to hospitals and their staffs and prepare for potential surges in COVID-19 cases** "as we adopt new strategies [and] we loosen the stay-at-home orders. ... We need to make sure that that infrastructure is protected and to make sure that those assets are well prepared."

# Governor Newsom's 6 Key Factors to Ease the "Safer at Home" Order

4. **Continue to work closely with academics and research** partners "as we bridge, ultimately, toward the herd immunity and a vaccine within, we hope, the next year or so."
5. **Redrawing floor plans** in businesses, schools, playgrounds and other facilities — "large and small, public and private" — to incorporate safe physical distancing.
6. **Maintain the capacity to "reinstate more vigorous controls"** — to "turn on that faucet again," as Newsome put it. That process, he said, "will perhaps be the most challenging if indeed we lean in but we have to then lean back out as we toggle from stricter to looser interventions, back and forth, as things change [and] data comes in."

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# City Facilities and Operations



# Closure of Community Facilities

The following are closed/cancelled until **April 30<sup>th</sup>**:

- Police Department Public Counter
- Community Facilities, including:
  - Powell Building (Senior Center/After school recreation)
  - Aguirre Building
  - Koch Park
  - Gomez
  - Backs Community Center
- Recreational and sports programs
- All facilities rentals
- Playground, fitness equipment, picnic shelters and sport courts



# Open Facilities

- City Hall will remain open using the front community meeting room as the temporary reception area
- Whitten Community Center will remain open
  - Neighborhood Services Office



# Cancellation of Meetings/Services

- Certain Commission/Committee meetings will be cancelled until **April 30<sup>th</sup>**
- The City has suspended parking citations for street sweeping violations until **April 30<sup>th</sup>**



# Stay Informed (but don't panic)

- Sign up at ALERT OC [www.alertoc.com](http://www.alertoc.com)
- Text “**OCCOVID19**” to **888777** to receive text messages from the Orange County Emergency Operations Center
- Visit OC Health Care Agency website at:
  - [www.ochealthinfo.com/novelcoronavirus](http://www.ochealthinfo.com/novelcoronavirus)
- Monitor your City/County's social media
  - [www.placentia.org/coronavirus](http://www.placentia.org/coronavirus)
- Don't panic
- Please take care of yourself and loved ones
- Think about high-risk individuals and stay home if you feel sick





# *City of Placentia*

## **Award of Construction Contract FY 2019-20 Residential Slurry Seal Project**

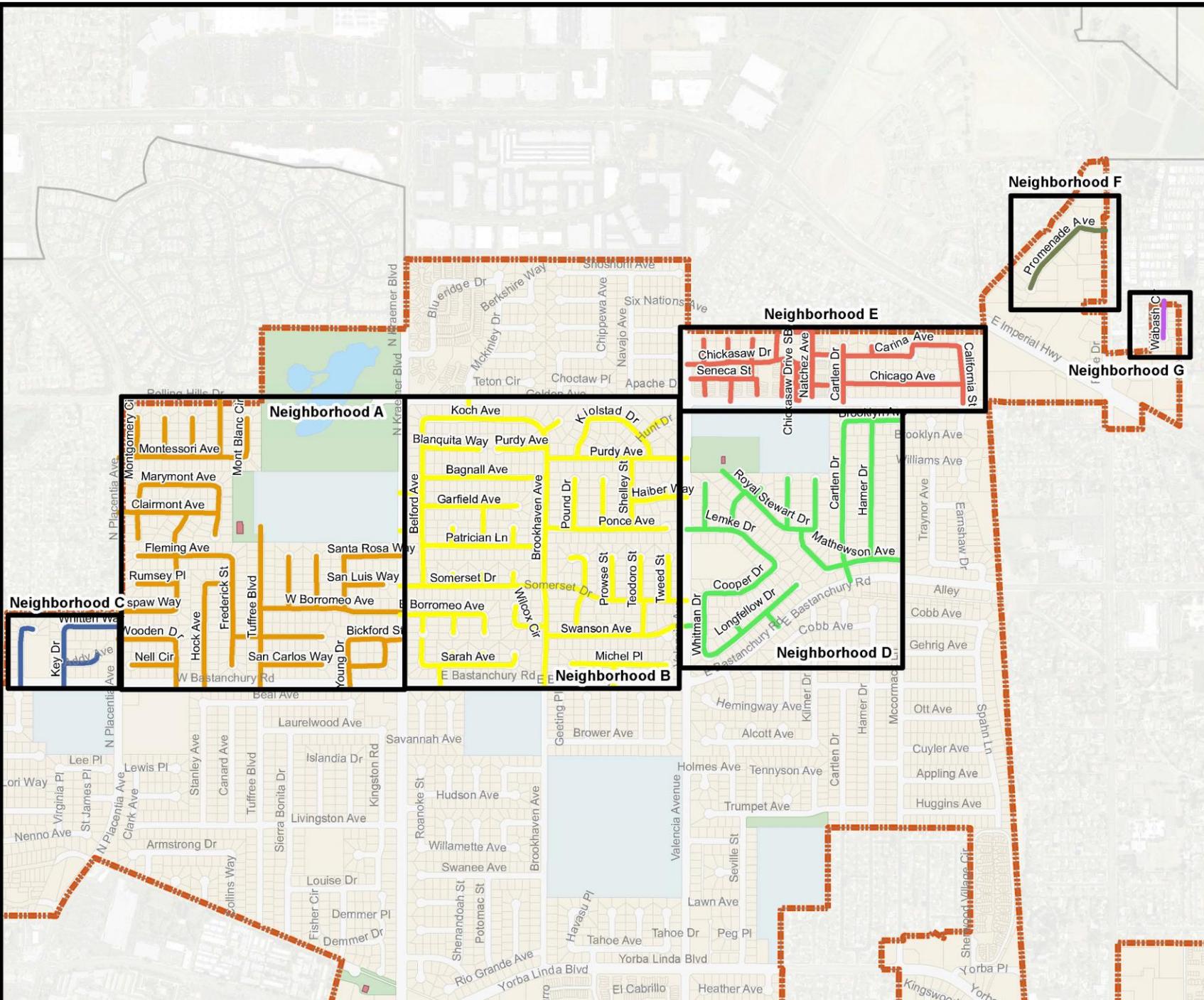
**April 21, 2020**



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## **FY 2019-20 Residential Slurry Seal Project**

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-  Neighborhood A  
737,758 sq. ft.
-  Neighborhood B  
1,067,955 sq. ft.
-  Neighborhood C  
78,268 sq. ft.
-  Neighborhood D  
404,458 sq. ft.
-  Neighborhood E  
276,988 sq. ft.
-  Neighborhood F  
38,494 sq. ft.
-  Neighborhood G  
13,366 sq. ft.

# Project Summary

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- 2.6 Million SF of Residential Streets
- 7,000 SF of Pavement Reconstruction
- 9,000 SF of Sidewalk Replacement
- 600 SF of Cross-Gutter Replacement
- 400 LF of Curb & Gutter Replacement
- New Pavement Striping & Legends



# Project Bid Results

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**Advertised Date:** March 12, 2020

**Bids Received on:** April 2, 2020

Contractor	Bid Amount
Roy Allan Slurry Seal, Inc.	\$974,528
All American Asphalt	\$1,029,100
Doug Martin Contracting Company, Inc.	\$1,058,176
Pavement Coatings Co.	\$1,193,170



# Staff Recommendations

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1. Approve the construction plans, documents, and technical specifications prepared by NV5, Inc., for this project and award a construction contract to Roy Allan Slurry Seal, Inc., for the FY 2019-20 Slurry Seal Project No. 1001 for a not-to-exceed amount of \$974,528; and
2. Authorize the City Administrator to approve contract change orders up to \$68,050; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.



# Questions & Comments





# Placentia City Council

## ORAL COMMUNICATIONS

DATE: APRIL 21, 2020 CITY COUNCIL MEETING

SUBJECT: **ORAL COMMUNICATIONS BY EMAIL DUE TO COVID-19**

As of 6 p.m. today, April 21, 2020, the following correspondence was received:

1. Scott Harris                      Homelessness and COVID-19

4/21/20 Placentia City Council Comment:

Scott Harris

Hello, my name is Scott Harris and I am a current law student at UC Irvine. Thank you for the opportunity to submit e-comments. I would like to draw your attention to Project Roomkey. Project Roomkey is the California state program aimed at purchasing or leasing hotels to house homeless individuals for the purpose of aiding them in self-isolation, in accordance with the CDC guidelines on preventing the spread of COVID-19 through these vulnerable communities. By partnering with the County and State Governments to house and isolate homeless at-risk individuals, you can play an important part in continuing to flatten the curve and help Orange County get back to normal sooner, rather than later. As we have seen in Laguna Hills, some cities are making the decision to oppose these steps rather than assist the city and county governments in taking these vital steps to continue keeping our state below what the models suggest where we could be.