



Regular Meeting Agenda October 5, 2021

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

SPECIAL PROCEDURES NOTICE

On March 4, 2020, pursuant to California Government Code Section 8625, Governor Newsom declared a State of Emergency as a result of the threat of the COVID-19 virus.

On September 17, 2021, Governor Newsom signed AB 361, which went into immediate effect as urgency legislation. AB 361 added subsection (e) to Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings. As of September 19, 2021 the COVID-19 pandemic has killed more than 67,612 Californians. Social distancing measures decrease the chance of the spread of COVID-19.

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

How to Observe the Meeting

To maximize public safety while maintaining transparency and public access, in addition to being open to the public, all City Council meetings are available to view live on AT&T U-verse (Channel 99), Spectrum (Channel 3), and online at www.placentia.org/pctv.

How to Submit Public Comment

Members of the public may provide public comment in person or comments may be sent for City Council consideration by email to the City Clerk at cityclerk@placentia.org. Please limit submitted comments to 200 words or less. Comments received before or during a Council meeting, until the close of the **Oral Communications** portion of the agenda, may not be read during the City Council meeting but will be summarized in the public record and are subject to the regular time limitations per speaker. Longer submittals will be included in the public record. If you are unable to provide your comments in writing, please contact the City Clerk's Office for assistance at (714) 993-8231.

Americans with Disabilities Act Accommodation

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 cityclerk@placentia.org or by calling (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility while maintaining public safety. (28 CFR 35.102.35.104 ADA Title II)

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

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



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Placentia City Council
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Placentia Redevelopment Agency
Placentia Industrial Commercial Development Authority
Placentia Public Financing Authority

Mayor Craig S. Green
District 2

Mayor Pro Tem Chad P. Wanke
District 4

Rhonda Shader
Councilmember
District 1

Ward L. Smith
Councilmember
District 5

Jeremy B. Yamaguchi
Councilmember
District 3

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, 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
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA – PUBLIC HEARING
October 5, 2021
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

2. PUBLIC HEARING:

2.a. **Public Hearing No. 1 to Receive Input from the Community Regarding the Review of the City Council Election District Boundaries**

Fiscal Impact: Expense: \$ 6,502.60 To Date for Legal, Publishing, and Translation Services

Budgeted: \$35,000.00 Legislative – Other Purchased Services (101002-6299)

Recommended Action: It is recommended that the City Council:

- 1) Open and conduct Public Hearing No. 1 to receive public comments regarding the composition of potential Council election district boundaries based on 2020 U.S. Census data, as required by applicable law; and
- 2) Receive the staff report, consider all public testimony, ask questions of Staff; and
- 3) Close the Public Hearing.

RECESS: The City Council and Boards of Directors will recess to their 6:00 p.m. Closed Session.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
October 5, 2021
6:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

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

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

2. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Rosanna Ramirez, Deputy City Administrator
Employee Organizations: Placentia City Employees’ Association (PCEA)
Placentia Firefighters’ Association (PFA)
Placentia Police and Fire Management Association (PPFMA)
Placentia Police Officers Association (PPOA)
Unrepresented Employees

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
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
October 5, 2021
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Kenneth Curry

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

1. **Certificate of Recognition to Placentia Hero Andrew Trevino**
Presenter: Chief of Police Lenyi
Recipient: Andrew Trevino
2. **Proclamation of October 2021 as "Domestic Violence Awareness Month"**
Presenter: Mayor Green
Recipient: Edward Fuentes, Community Advocate, WTLC
3. **Proclamation of October 3-9, 2021 as "Fire Prevention Week"**
Presenter: Mayor Green
Recipient: Fire Chief Van Gieson
4. **Presentation of Placentia Police Department's "Pink Patch Project"**
Presenter: Chief of Police Lenyi

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.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/PPFA Regular Meeting: September 21, 2021
Recommended Action: Approve

- 1.c. **City Fiscal Year 2021-22 Register for October 5, 2021**
Check Register
Fiscal Impact: \$ 343,842.51
Electronic Disbursement Register
Fiscal Impact: \$ 562,674.84
Recommended Action: It is recommended that the City Council:
1) Receive and file

- 1.d. **Making the Legally Required Findings to Authorize the Conduct of Remote “Telephonic” Meetings during the State of Emergency**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Approve Resolution R-2021-57, a Resolution of the City Council of the City of Placentia, California, making the legally required findings to authorize the conduct of remote “telephonic” meetings during the state of emergency.

- 1.e. **Second Reading of Ordinance No. O-2021-08, an Ordinance of the City Council of the City of Placentia, California, Amending Title 5 (Schedule of Fees), Specifically Chapter 5.02 (Citywide Development Impact Fees), Chapter 5.03 (Transit Oriented Development [TOD] Development Impact Fees) and Chapter 5.30 (Affordable Housing Fees for Residential Developments) Related to the Collection of Development Impact Fees**
Fiscal Impact: These Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions.
Recommended Action: It is recommended that the City Council:
1) Waive full reading, by title only, and adopt Ordinance No. O-2021-08, an Ordinance of the City Council of the City of Placentia, California, amending Title 5 (Schedule of Fees), specifically Chapter 5.02 (Citywide Development Impact Fees), Chapter 5.03 (Transit Oriented Development [TOD] Development Impact Fees) and Chapter 5.30 (Affordable Housing Fees for Residential Developments) related to the collection of Development Impact Fees.

- 1.f. **Award of Construction Contract to Doug Martin Contracting Company, Inc. for the Fiscal Year 2021-22 Slurry Seal Project, City Project No. 1202**
Fiscal Impact: Expense: \$ 568,281.29 Construction Contract Amount
Budget: \$ 750,000.00 FY 2021-22 CIP Project Budget
\$ 250,000.00 Measure U (791202-6740)
\$ 500,000.00 Measure M (181202-6740)
Recommended Action: It is recommended that the City Council:
1) Approve the construction plans, documents, and technical specifications prepared by the City Engineer for this project; and

- 2) Reject the bid submitted by American Asphalt South, Inc. as a non-responsive bid; and
- 3) Award a construction contract to Doug Martin Contracting Company, Inc. for the FY 2021-22 Slurry Seal Project No. 1202, for a not-to-exceed amount of \$568,281.29; and
- 4) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$56,828.13; 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. **Acceptance of Construction Work and Notice of Completion to G2 Construction, Inc. for the Catch Basin Screen Insert Project Phase 6, City Project No. 4101**

Fiscal Impact: Expense: \$ 197,972 Total Project Cost
 Budget: \$ 160,000 OCTA M2 Environmental Clean-Up Program Grant (184101-6185)
 \$ 24,400 Old Storm Drain Construction Fund Balance (254101-6185)
 \$ 12,300 Citywide Storm Drain Impact Fee Fund Balance (664101-6185)
 \$ 3,300 FY 2021-22 Operating Budget (104101-6185)

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by G2 Construction, Inc. for construction of the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project, Phase 6, in the total amount of \$197,972; and
- 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and
- 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.h. **Professional Services Agreement for the Citywide Wayfinding Signage Program**

Fiscal Impact: Expense: \$ 88,000 Professional Services Agreement
 Budget: \$ 100,000 FY 2021-22 CIP Budget
 \$ 50,000 General Fund (109201-6770)
 \$ 50,000 TOD Streetscape Impact Fee (729201-6770)

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for the Citywide Wayfinding Signage Design Program to Selbert Perkins Design for wayfinding signage design services for a not-to-exceed amount of \$88,000; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$8,800; 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.i. **Professional Service Agreement with ClearSource Financial Consulting to Prepare an Overhead Cost Allocation Study and Comprehensive Fee and Rate Schedule**

Fiscal Impact: Expense: \$ 34,500 General Fund (102020-6099)

Recommended Action: recommended that the City Council:

- 1) Approve a Consulting Services Agreement with ClearSource Financial Consultants for the preparation of an Overhead Cost Allocation Plan Study and Comprehensive Fee and Rate Study; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.j. **Award of Contract for Official Tow Service and Issuance of Certificate of Public Convenience and Necessity**

Fiscal Impact: Expense: \$ 40,000 Towing Fees (Pass-Through)
Budget: \$ 40,000 FY 2021-22 Operating Budget (103047-6181)
Revenue: \$ 39,450 Annually, For Vehicle Towing Administrative
Cost Recovery Fee
Budget: \$ 24,000 FY 2021-22 Operating Budget (100000-4070)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2021-58, a Resolution of the City Council of the City of Placentia, California, issuing Certificates of Public Convenience and Necessity and Approving Official Tow Service Agreements; and
- 2) Approve the Tow Service Agreement and Exhibit "A" (Schedule of Rates), and authorize the Mayor to execute such agreements with Anaheim Fullerton Towing Company; and
- 3) Reject the other Request for Proposal/Statement of Qualifications submitted by the remaining service provider.

1.k. **Presentation and Discussion Regarding the 2021 Update to the Housing Element of the General Plan (Continued from September 21, 2021)**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) That the City Council receive the attached presentation regarding the ongoing 2021 update to the Housing Element of the General Plan. The intent of the presentation is to brief the City Council regarding the timeline and actions that will be required to update the Housing Element of the General Plan in conformance with State law; and
- 2) Receive and File the staff report and presentation materials.

1.l. **Adopt Resolution Declaring Support for the Establishment of the Orange County Veterans Cemetery in the City of Anaheim**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2021-59, a Resolution of the City Council of the City of Placentia, California, supporting the Orange County Veterans Cemetery in Anaheim Hills, and Encouraging Federal, State, and Local Government Support for this much needed development.

1.m. **Award of Construction Contract for the Civic Center Pergola Replacement Project**

Fiscal Impact: Expense: \$ 144,300.00 Construction Contract Amount
Budget: \$ 150,000.00 Total Project Budget (FY 2021-22 CIP Budget)
\$ 60,028.80 Placentia Library District Share
\$ 84,271.20 General Fund (105206-6850)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Public Works Agreement with Noble E&C Inc. for the Civic Center Pergola Replacement Project in the amount of \$144,300; and
- 2) Authorize the City Administrator to approve contract change orders up to an additional \$5,700; 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 HEARINGS:

2.b. **Public Hearing, Introduction and First Reading of Ordinance No. O-2021-09 of the City Council of the City of Placentia, California, Amending Chapter 10.34 (Camping and Storage of Personal Property) Of Title 10 (Peace, Morals and Safety) Of the Placentia Municipal Code**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the public hearing concerning Ordinance No. O-2021-09; and
- 2) Receive the staff report and consider all public testimony; and
- 3) Close the public hearing; and
- 4) Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
- 5) Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-09, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 10.34 (Camping and Storage of Personal Property) of Title 10 (Peace, Morals and Safety) of the Placentia Municipal Code.

2.c. **Public Hearing, Introduction and First Reading of Ordinance No. O-2021-10 of the City Council of the City of Placentia, California, Amending Chapter 13.48 (Stopping, Standing, or Parking) Of Title 13 (Vehicles and Traffic) To the Placentia Municipal Code Regarding on-Street Parking of Recreational Vehicles and Sleeping in Motor Vehicles**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the public hearing concerning Ordinance No. O-2021-10; and
- 2) Receive the staff report and consider all public testimony; and
- 3) Close the public hearing; and
- 4) Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
- 5) Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-10, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 13.48 (Stopping, Standing, or Parking) of Title 13 (Vehicles and Traffic) to the Placentia Municipal Code regarding on-street parking of recreational vehicles and sleeping in motor vehicles.

2.d. **Public Hearing, Introduction and First Reading of Ordinance No. O-2021-11 of the City Council of the City of Placentia, California, Amending Chapter 14.08 (Parks and Playgrounds) Of Title 14 (Public Property) Of the Placentia Municipal Code**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the public hearing concerning Ordinance No. O-2021-11; and
- 2) Receive the staff report and consider all public testimony; and
- 3) Close the public hearing; and
- 4) Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
- 5) Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-11, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 14.08 (Parks and Playgrounds) of Title 14 (Public Property) of the Placentia Municipal Code.

3. REGULAR AGENDA:

3.a. **Appointment to the Blue Ribbon Committee for the Senior/Community Center Project for Council District One**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the appointment of Ms. Grace Carluen to serve on the Senior/Community Center Blue Ribbon Committee in representation of Council District One (1) per the recommendation of Council Member Shader (District One).

3.b. **Adoption of an Official City of Placentia Style Guide (Continued from September 21, 2021)**

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

Recommended Action: It is recommended that the City Council:

- 1) Review the Style Guide presentation regarding the new City Style Guide as presented by Staff; and
- 2) Approve the City Style Guide for official use.

3.c. **Study Session: The Kraemer Memorial Park Fountain and Plaza Restoration Project (Continued from September 21, 2021)**

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

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the staff report and presentation, ask any questions of Staff; and
- 2) Provide Staff with direction whether to proceed with the conceptual project; and
- 3) If approved, direct Staff to retain a landscape architect to complete the engineered plans specifications and bid documents; and
- 4) Provide direction to Staff on whether to establish a Legacy Brick Program as part of the proposed conceptual project and return to the City Council at a future meeting to provide more details for consideration of the fountain Legacy Brick Program.

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/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, October 19, 2021 at 5:00 p.m.

TENTATIVE AGENDA FORECAST

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

- Second Reading of Three (3) Ordinances Regarding Recreational Vehicle Parking on Public Streets and Park Hours and Parking
- Resolution to Continue to Authorize the Conduct of Remote "Telephonic" Meetings
- Agreement for Police Department Background and Training Services
- Yorba Linda/Wier Canyon Corridor Traffic Signal Synchronization Project
- Alert OC Notification System
- Consideration of Adopting Resolution Initiating Annexation Application to OC LAFCO (Local Agency Formation Commission Orange County)
- Review of Draft Housing Element
- Study Session: Solid Waste Collection/SB 1383 Ordinance
- Study Session: Tesla Police Patrol Unit and EV Charging Infrastructure Pilot Project
- Introduction of Ordinance Regarding Revised Purchasing Policy

CERTIFICATION OF POSTING

I, Karen O’Leary, Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the October 5, 2021 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on September 30, 2021.

Karen O’Leary
Deputy City Clerk



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / SUPPORT AND EMERGENCY SERVICES

DATE: OCTOBER 5, 2021

SUBJECT: **PUBLIC HEARING NO. 1 TO RECEIVE INPUT FROM THE COMMUNITY REGARDING THE REVIEW OF THE CITY COUNCIL ELECTION DISTRICT BOUNDARIES**

FISCAL

IMPACT: Expenses: \$ 6,502.60 To Date for Legal, Publishing, and Translation Services
Budgeted: \$35,000.00 Legislative – Other Purchased Services (101002-6299)

SUMMARY:

Following each federal Census, the City of Placentia is required to review new population data and to rebalance, if necessary, its City Council election districts. Per the California Elections Code, the City Council is required to adopt a new district map or, if appropriate, readopt the existing district map following a series of public hearings. As required by law, the City Council districts must be "substantially equal in population" based upon the results of the 2020 Census. The districts are also required to comply with the United States Constitution, the California Constitution, the California Elections Code, and the federal Voting Rights Act of 1965. This public hearing is the first of several public hearings to receive input from the Placentia community regarding the review of the City Council district boundaries.

The process to redraw the district boundaries is set forth in the California Elections Code. District boundary maps will be drawn by professional demographers National Demographics Corporation ("NDC") in consultation with the City's legal counsel and will be based on the 2020 Census data, criteria in the law, and public input. A total of at least four (4) hearings are required; at least one (1) hearing must be held before a map is proposed, and two (2) public hearings are required after the City Council has proposed a map.

The purpose of tonight's hearing is to inform the public about the redistricting process and to hear from the Placentia community regarding factors which should be taken into consideration while reviewing district boundaries. The public is asked to provide input regarding communities of interest and other local factors that should be considered while reviewing district maps. A community of interest under the relevant Elections Code Section 21621(c) is, "a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation."

2. a.
Oct. 5, 2021

The proposed schedule for the public hearings is as follows:

Public Hearings	Date
Public Hearing No. 1 – Council Meeting	Tuesday, October 5, 2021
Public Hearing No. 2 – Special Meeting - Tentative	Wednesday, January 19, 2022
Public Hearing No. 3 – Special Meeting - Tentative	Wednesday, February 2, 2022
Public Hearing No. 4 – Special Meeting – Tentative Final Map Selection	Wednesday, February 16, 2022
Public Hearing No. 5 - Council Meeting Introduction of Ordinance Adjusting Council District Map and Final Map Approval - Tentative	Tuesday, March 1, 2022
Council Meeting Second Reading of Ordinance Adjusting Council District Map - Tentative	Tuesday, March 15, 2022

RECOMMENDATION:

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

1. Open and conduct Public Hearing No. 1 to receive public comments regarding the composition of potential Council election district boundaries based on 2020 U.S. Census data, as required by applicable law; and
2. Receive the staff report, consider all public testimony, ask questions of Staff; and
3. Close the Public Hearing.

DISCUSSION:

In December 2015, the City received a demand letter from the Mexican American Legal Defense Education Fund (“MALDEF”) alleging the City’s “at-large” election system violated the California Voting Rights Act (“CVRA”). After analyzing other cities’ losses under similar threats, the City entered into a settlement agreement and, following an election in which 59% of the voters approved a switch to district-based elections, introduced a district-based election system.

As a result of the 2020 Census, the City of Placentia is required to review new population data and to rebalance its City Council election districts. Per the California Elections Code, the City Council is required to adopt a new district map or, if appropriate, readopt the existing district map following a series of public hearings. As required by law, the City Council districts must be “substantially equal in population: based upon the results of the 2020 Census. The districts are also required to comply with the United States Constitution, the California Constitution, California Elections Code, and the federal Voting Rights Act of 1965. The districts must now also be in compliance with the Fair Maps Act (“Act”), which was adopted by the California Legislature as AB 849 and took effect January 1, 2020. Under the Act the City Council must, to the extent

practicable, draw and adopt City Council district boundaries using the following criteria in the listed order of priority (Elections Code 21621(c)):

1. Comply with the federal requirements of equal population and the Voting Rights Act
2. Geographically contiguous
3. Undivided neighborhoods and "communities of interest"
4. Easily identifiable boundaries
5. Compact (do not bypass one group of people to get to a more distant group of people)
6. Shall not favor or discriminate against a political party

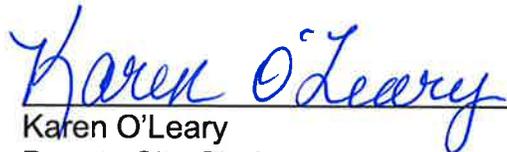
The process to redraw the district boundaries is set forth in the California Elections Code. District boundary maps will be drawn by a professional demographer (National Demographics Corporation ["NDC"]) in consultation with the City's legal counsel and the City Clerk's Office based on the 2020 Census data, criteria in the law, and public input. This public hearing is the first of several public hearings to receive input from the Placentia community regarding the review of the City Council district boundaries. A total of at least four (4) hearings are required; at least one (1) hearing must be held before a map is proposed, and two (2) public hearings are required after the City Council has proposed a map.

The City has also created a redistricting page on the City's website at <https://www.placentia.org/944/City-Council-District-Boundaries>, which will be used as a central location for all information related to the redistricting process. A mapping tool will also be added to this page to assist the community in submitting draft district maps. Map submissions and inquiries about the redistricting process may be sent to cityclerk@placentia.org.

FISCAL IMPACT:

The fiscal impact to the City will consist of a demographer, special legal counsel, newspaper publishing of public hearing notices for two (2) languages, and translation of public hearing notices and agendas into Spanish. The cost to date has been \$6,502.60. The final cost to the City will not be realized until the completion of the process to adjust the district boundaries.

Prepared by:



Karen O'Leary
Deputy City Clerk

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:

Craig A. Steele

Craig A. Steele
Special Counsel, RWG Law

Reviewed and approved:



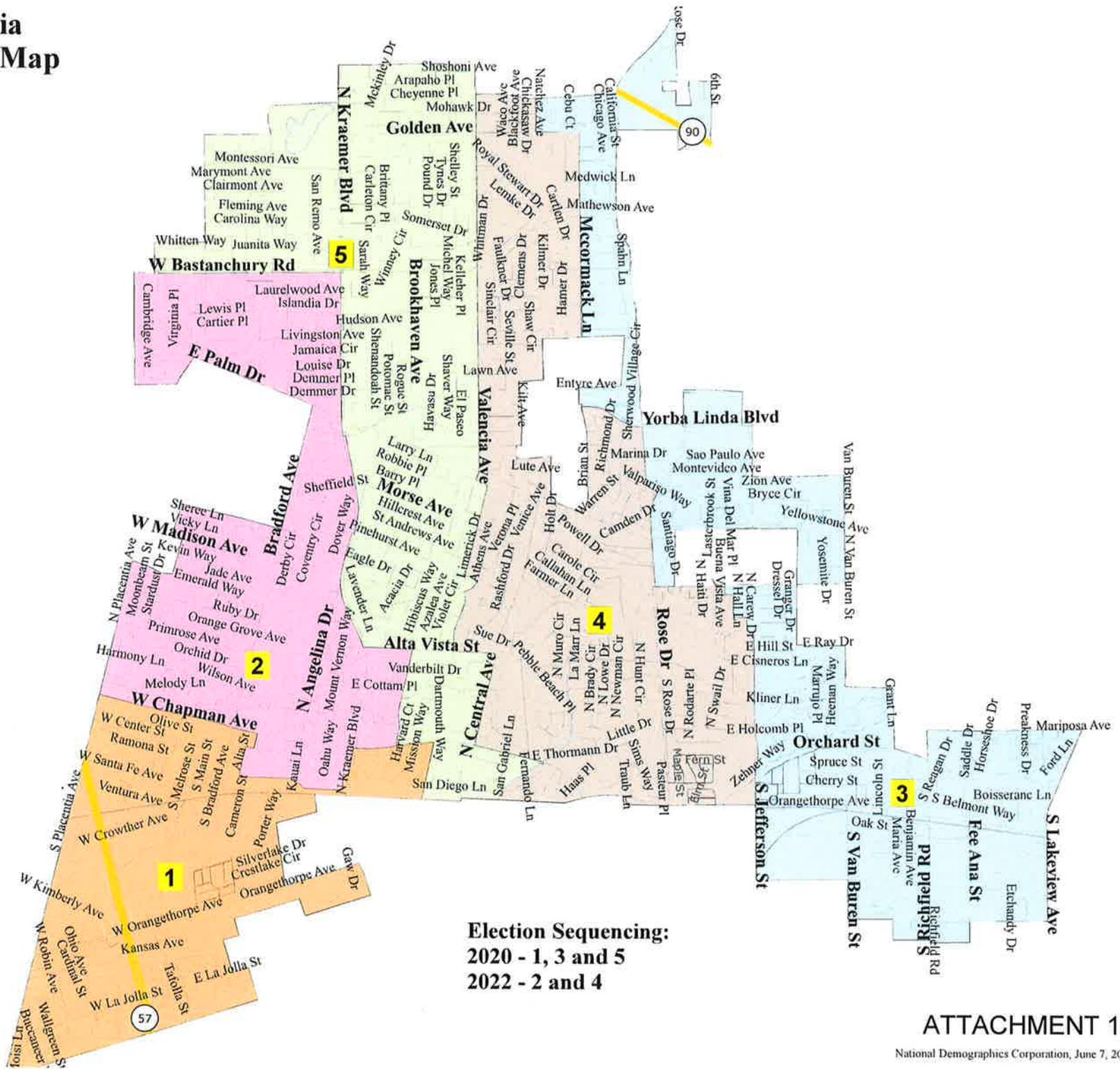
Damien R. Arrula
City Administrator

Attachments:

1. 2019 Adjusted Map and Corresponding Demographic Data
2. Notice of Public Hearing No. 1 and Translation
3. Presentation – Review of District Boundaries

City of Placentia 2019 Adjusted Map

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



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

City of Placentia - 2019 Adjusted Map

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

Total and Voting Age population data from the 2010 Decennial Census.

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

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

CITY OF PLACENTIA NOTICE OF PUBLIC HEARING VOTING DISTRICT BOUNDARIES

NOTICE IS HEREBY GIVEN that the City Council of the City of Placentia will hold a public hearing per Elections Code Section 21621 in the Council Chambers of Placentia City Hall, 401 East Chapman Avenue on the following date:

Tuesday, October 5, 2021, at 5:00 p.m., or as soon thereafter as the matter may be heard, in which the Council will hold the first of a series of four (4) public hearings to receive public comments and input regarding the composition of potential Council election district boundaries based on 2020 U.S. Census data, as required by applicable law.

All interested parties are invited to attend the public hearing and express opinions or submit information. The public hearings may be continued from time to time, as necessary, by giving notice at the aforementioned hearing.

Copies of the Staff Report for the first public hearing will be available for public inspection in the City Clerk's Office at the City of Placentia City Hall on and after Thursday, September 30, 2021 or by visiting the City's website at www.placentia.org. If you have any questions, please contact the City Clerk's Office at 714-993-8231.

Information about district elections, why the City is making this change, and the process is available on the City website at www.placentia.org.

If a person wishes to challenge, in court, any action the City Council may take regarding the subject matter of the public hearing, then that person may be limited to raising only those issues raised at the public hearings on this subject or in written correspondence timely delivered to the City Clerk at, or prior to, the public hearing.

FURTHER INFORMATION on these items may be obtained at the City Clerk's Office or by telephone: 714-993-8231.

Karen O'Leary, Deputy City Clerk
City of Placentia

PUBLISHED: September 23, 2021 – Placentia News Times
POSTED: September 23, 2021

CIUDAD DE PLACENTIA AVISO DE AUDIENCIA PÚBLICA LÍMITES DE LOS DISTRITOS DE VOTACIÓN

POR MEDIO DEL PRESENTE SE COMUNICA que el Consejo Municipal de la Ciudad de Placentia llevará a cabo una audiencia pública, de acuerdo con el Código de Elecciones, Artículo 21621, en las Cámaras del Consejo de la Municipalidad de Placentia, en 401 East Chapman Avenue, en la siguiente fecha:

Martes 5 de octubre de 2021 a las 5:00 p.m., o apenas se pueda tratar el tema a partir de esa fecha, en que el Consejo llevará a cabo la primera de una serie de 4 (cuatro) audiencias públicas para recibir comentarios del público y aportes sobre la composición de los posibles límites para los distritos electorales para el Consejo, de acuerdo con los datos del Censo de Estados Unidos de 2020, según exige la ley vigente.

Se invita a todos los interesados a asistir a la audiencia pública y expresar sus opiniones o presentar información. Las audiencias públicas podrían continuar ocasionalmente, según sea necesario, mediante notificación en la audiencia antes mencionada.

Habrán copias del Informe del Personal de la primera audiencia pública disponibles para que el público lo pueda inspeccionar en la Oficina de la Secretaría Municipal en la Municipalidad de Placentia a partir del jueves 30 de septiembre de 2021, o visitando el sitio web de la Ciudad en www.placentia.org. Si tiene alguna pregunta, llame a la Oficina de la Secretaría Municipal al 714-993-8231.

En el sitio web de la Ciudad, www.placentia.org, encontrará información sobre las elecciones del distrito, por qué está llevando a cabo este cambio la Ciudad, y el proceso.

Si una persona desea impugnar en un tribunal una medida tomada por el Consejo Municipal sobre el tema de la audiencia pública, la persona estará limitada a abordar únicamente los temas tratados en las audiencias públicas, o en correspondencia por escrito entregada en tiempo y forma a la Secretaría Municipal antes de la audiencia pública o durante la misma.

PARA OBTENER INFORMACIÓN ADICIONAL sobre estos temas, visite la Oficina de la Secretaría Municipal o llame al 714-993-8231.

Karen O'Leary, Secretaria Municipal Adjunta
CIUDAD DE PLACENTIA

PUBLICADO: 23 de septiembre de 2021 – Placentia News Times
PUBLICADO: 23 de septiembre de 2021



City of Placentia

Public Hearing

Review of City Council District Boundaries (Redistricting)

October 5, 2021

ATTACHMENT 3

Background

- Voting district boundaries must be reviewed and adjusted to reflect changes in population, demographics, and geography based upon US census data
- Population Equality – interdistrict deviations must be less than 10%, based on total population (not voting age or registered voters)
- State law specifies criteria to be used in redistricting process

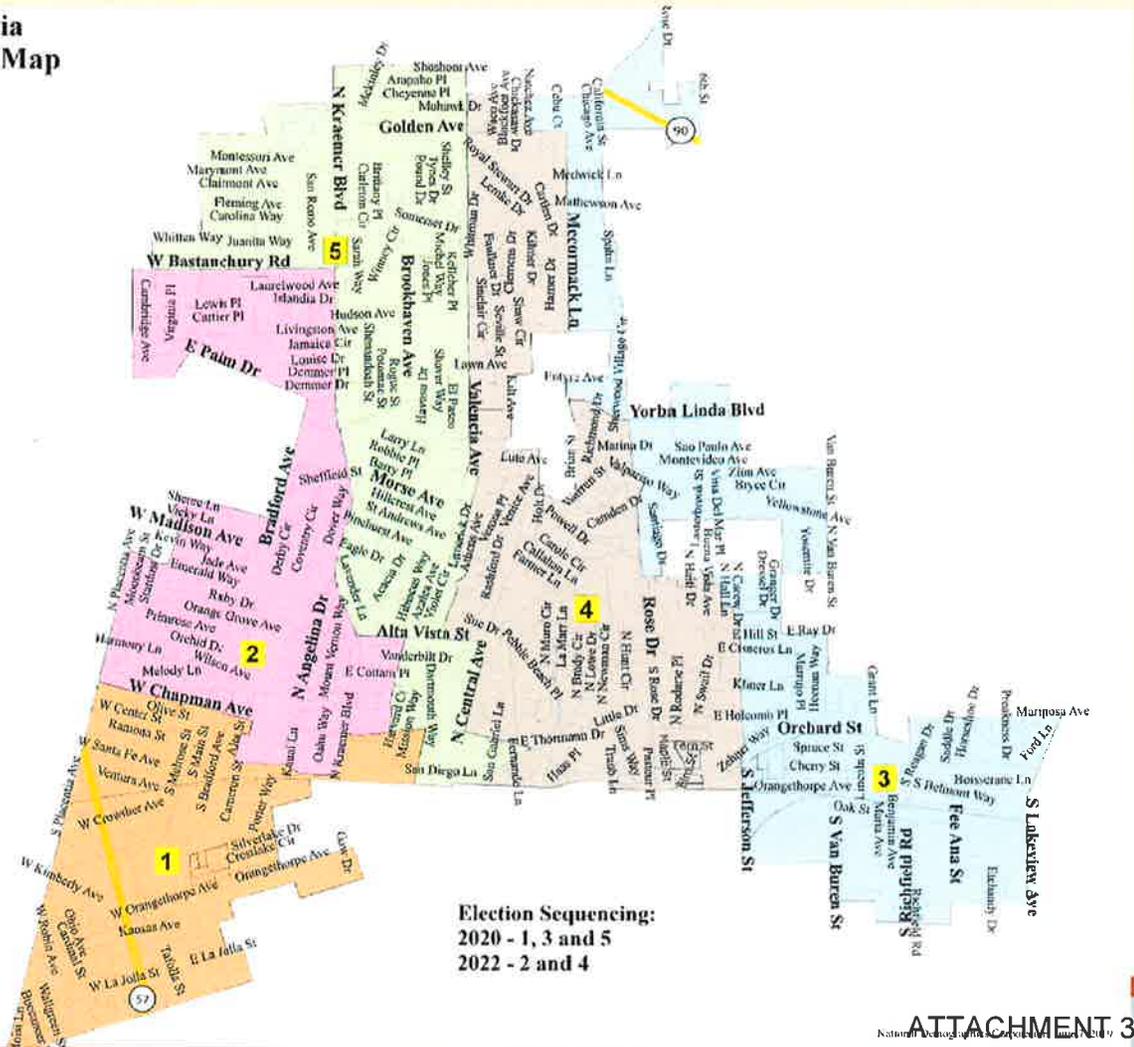


Prioritized Redistricting Criteria

1. Geographically contiguous
2. Maintain geographic integrity of neighborhoods of local communities of interest (share a common social or economic interest)
3. Boundaries are easily identifiable and understandable by residents
4. Shall be drawn to encourage geographical compactness



City of Placentia 2019 Adjusted Map



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

ATTACHMENT 3



City Council District Election Cycle

- City Council Terms of Office are four years
- City Council District Offices up for Election in November 2022
 - Districts 2, 4
- City Council District Offices up for Election in November 2024
 - Districts 1, 3, and 5
- Notice should be made of voters who are either able to vote in two successive elections or unable to vote in two successive elections due to redistricting



Redistricting Process Timeline

- **October 5, 2021** **First Public Hearing**
 Disseminate process information
- **January 2022** **Second Public Hearing**
 Review of draft/proposed maps
- **February 2022** **Third Public Hearing**
 Review of draft/proposed maps
- **February 2022** **Fourth Public Hearing**
 Review of draft and proposed maps, final map selection
- **March 1, 2022** **Introduction of Ordinance and Final Map Approval**
- **March 15, 2022** **Adoption of Council District Boundary Ordinance**
- **April 18, 2022** **Deadline to submit adopted map to Registrar of Voters**



Where to Find Additional Information

- City of Placentia Website - City Clerk Redistricting Page
- Add your name to the informational mailing list
- E-Mail City Clerk with comments or questions
 - cityclerk@placentia.org



Public Comments and Questions

ATTACHMENT 3

8



DRAFT

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
September 21, 2021
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

SPECIAL PROCEDURES NOTICE

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 while the City Council Chambers are open to the public, some or all of the Placentia City Council Members may attend this meeting via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

How to Observe the Meeting

To maximize public safety while maintaining transparency and public access, in addition to being open to the public, all City Council meetings are available to view live on AT&T U-verse (Channel 99), Spectrum (Channel 3), and online at www.placentia.org/pctv.

How to Submit Public Comment

Members of the public may provide public comment in person or comments may be sent for City Council consideration by email to the City Clerk at cityclerk@placentia.org. Please limit submitted comments to 200 words or less. Comments received before or during a Council meeting, until the close of the **Oral Communications** portion of the agenda, may not be read during the City Council meeting but will be summarized in the public record and are subject to the regular time limitations per speaker. Longer submittals will be included in the public record. If you are unable to provide your comments in writing, please contact the City Clerk's Office for assistance at (714) 993-8231.

Americans with Disabilities Act Accommodation

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 cityclerk@placentia.org or by calling (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City staff to make reasonable arrangements to ensure accessibility while maintaining public safety. (28 CFR 35.102.35.104 ADA Title II)

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

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

**1. b.
Oct. 5, 2021**

CALL TO ORDER: Mayor Green called the meeting to order at 5:01 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS:

Mayor Green opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

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: (3 Cases)

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

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

ROLL CALL:

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

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Chief of Police Darin Lenyi; Fire Chief J. Pono Van Gieson; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega; City Clerk Robert McKinnell; Deputy City Clerk Karen O'Leary

STAFF PRESENT ELECTRONICALLY:

Director of Finance Jessica Brown

INVOCATION: Charles Frost

PLEDGE OF ALLEGIANCE: Councilmember Yamaguchi

PRESENTATION:

1. **Proclamation of September 17-23, 2021 as "Constitution Week"**
Presenter: Mayor Green
Recipient: Lin Bates, Constitution Week Committee, Mojave Chapter, Daughters of the American Revolution

Mayor Green introduced Lin Bates who accepted the proclamation on behalf of the Mojave Chapter of the Daughters of the American Revolution and thanked the City for the recognition.

CLOSED SESSION REPORT:

City Attorney/Authority Counsel Bettenhausen stated that there was nothing to report from the Closed Session.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced two (2) new City of Placentia employees.

He introduced Lesley Whittaker as a full-time Associate Planner. Lesley received her Bachelor of Science degree in anthropology from the University of California, Riverside. She earned her master's degree in planning from the University of California, Irvine.

City Administrator Arrula also introduced Reserve Firefighter Matthew Carstairs who is currently studying for his degree in education and teaching for the Downey Unified School District EMT program as the Lead Instructor and Clinical Director. Matthew owns and operates a CPR/Medical Standby business called Prepared EMS. He graduated from the Moreno Valley College Fire Academy in Fall 2019 and is pursuing higher education in medicine, urban search and rescue, and fire instructor certificates.

ORAL COMMUNICATIONS:

Placentia resident and Placentia Community Foundation Board Member Sheila Jordan spoke in favor of Item 3.d., the Kraemer Memorial Park Fountain and Plaza Restoration Project, specifically the legacy brick portion of the project.

Jeff Buchanan, Placentia resident, spoke about online and social media comments regarding the Placentia Fire and Life Safety Department. He discussed staffing levels, reserve firefighters, and OSHA guidelines and standards for firefighters.

Placentia resident, City Treasurer, and Placentia Community Foundation Co-Chair Kevin Larson spoke in support of the Kraemer Memorial Park Fountain and Plaza Restoration Project and the legacy brick portion of the project.

Heather Mitchell, Placentia resident, discussed the progress of the Placentia Fire and Life Safety Department, OSHA guidelines and standards for firefighters, and automatic mutual aid agreements with other agencies.

Gilad Ganish requested information on the City of Placentia's housing element inventory list.

City Clerk McKinnell stated that the City Clerk's Office had received no additional comments.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Shader reminded small business owners that the City is continuing the Placentia Small Business Emergency Relief Grant Program for businesses in Placentia needing financial assistance in overcoming the temporary loss of revenue due to COVID-19. The award of grants is based upon the availability of funds, program guidelines, and submission of all required information and supporting documentation. She noted that applications would be due by Monday, October 4, 2021 at 5:00 p.m. and are available on the City's website.

Councilmember Smith announced the 56th annual Placentia Heritage Festival to be held on Saturday, October 9, 2021, at Tri-City Park. The festival would begin at 7:00 a.m. with a pancake breakfast followed by the parade at 9:15 a.m. The festivities at Tri-City park would start at 10:00 a.m. and include family games, inflatables, food booths, crafters, home-based businesses, a business expo, and a variety of nonprofit displays. The event would also feature the 34th Annual Heritage Festival Car Show. For more information, contact the Placentia Community Services Department at (714) 993-8232.

Councilmember Smith mentioned his attendance at meetings of the Placita-Santa Fe Merchants Association, at a Joint Facility Use Committee with the Placentia Library District, and at the Rotary Club of Placentia Cowabunga Community Cookout and fundraiser. He mentioned that he played in the first Placentia Firefighters Association Golf Tournament at Placentia's Alta Vista Country Club.

Councilmember Yamaguchi announced that the Placentia Chamber of Commerce, in partnership with the City, would be hosting Mayor Craig Green's State of the City Address on Thursday, September 30, 2021 at 11:15 a.m. at the Alta Vista Country Club. Mayor Green plans to highlight the City's progress and accomplishments over the last year and discuss upcoming developments and events throughout the City. For more information or to purchase tickets for this event, those interested may contact the Placentia Chamber of Commerce at (714) 528-1873 or visit www.placentiachamber.com.

Councilmember Yamaguchi mentioned that he and Councilmember Smith had been working with Staff on a recreational vehicle parking ordinance update to address a number of issues while still promoting community and recreation within the City. He also discussed a meeting with FiberCity and SciFi Networks where he received an update on the progress of the installation of fiber optic cable throughout the City and Smart City technology. He noted that four (4) of the City Council Members would be attending the League of California Cities Conference in Sacramento and he stated his goal of bringing Smart City ideas back to consider implementation in Placentia. He mentioned that Placentia had a dead bird test positive for West Nile Virus and cautioned residents to avoid mosquitos. Councilmember Yamaguchi stated that he had received a large number of emails regarding the proposed Hamer Island annexation and that residents' voices are being heard.

Mayor Pro Tem Wanke announced that the Placentia Chamber of Commerce, in partnership with e-foodie, would host "Placentia Restaurant Week" from October 4 through 10, 2021. Restaurant Week is a seven-day dining experience during which restaurants may offer anything from promotions to special menu items. For more information, visit <https://www.placentiachamber.com/restaurant-week/>.

Mayor Green discussed mosquitos and reminded everyone to eliminate standing water to protect family members and pets from bites.

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

Motion by Wanke, seconded by Yamaguchi, and carried a (5-0, Wanke voted no on Item 1.d.) vote to approve Consent Calendar Items 1.a. through 1.j., 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/PPFA Regular Meeting: September 7, 2021
Recommended Action: Approve
(Approved 5-0, as recommended)

- 1.c. **City Fiscal Year 2021-22 Register for September 21, 2021**
Check Register
Fiscal Impact: \$1,119,295.47
Electronic Disbursement Register
Fiscal Impact: \$ 796,041.24
Recommended Action: It is recommended that the City Council:
1) Receive and file
(Received and filed, as recommended)

- 1.d. **Purchase of Three New Public Works Fleet Vehicles**

<u>Fiscal Impact:</u> Expense: \$160,271.70	Purchase Orders
Budgeted: \$180,000.00	FY 2021-2022 CIP Budget (Measure U)
\$ 40,000.00	(798201-6842 Arrow Board Truck)
\$ 90,000.00	(798202-6842 6 Wheel Truck Dump Truck)
\$ 50,000.00	(798203-6842 Utility Truck)

Recommended Action: It is recommended that the City Council:
1) Authorize the City Administrator to issue a purchase order to Fairway Ford for a 2022 Ford F-250 Arrow board Truck in the amount of \$35,740.22; and
2) Authorize the City Administrator to issue a purchase order to Fairway Ford for a 2022 Ford F-250 Utility Truck in the amount of \$39,699.24; and
3) Authorize the City Administrator to issue a purchase order to Fairway Ford for a 2022 Ford F-650 Dump Truck in the amount of \$84,832.24; 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)

- 1.e. **Purchase of Opticom Emergency Vehicle Traffic Signal Preemption Devices**
Fiscal Impact: Expense: \$ 99,839.38 Total Purchase price
 Budget: \$100,000.00 FY 2021-22 CIP Budget (652201-6741 Citywide Traffic Development Impact Fees)
 No General Fund dollars will be utilized for this purchase.
Recommended Action: It is recommended that the City Council:
 1) Authorize the City Administrator to approve a purchase order to DDL Traffic Inc. for the purchase and installation of ten (10) Opticom EVS Traffic Signal Preemption Devices for a not-to-exceed amount of \$99,839.38; and
 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.f. **Purchase of Handheld Citation Software and Integrations**
Fiscal Impact: Expense: \$ 48,500.98
 Budgeted: \$ 48,500.98 (Asset Seizure Fund 213041-6840)
Recommended Action: It is recommended that the City Council:
 1) Approve the purchase of Handheld Citation Software and integrations from Crossroads Software, Inc. for an amount not-to-exceed \$39,100; and
 2) Approve the purchase of ten (10) Zebra Bluetooth Printers and accessories from MSA Systems, Inc. for an amount not-to-exceed \$9,186.03; and
 3) Approve the purchase of five (5) iPhones and ruggedized cases from AT&T FirstNet for an amount not-to-exceed \$214.95; 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 5-0, as recommended)
- 1.g. **Approval of Delegated Maintenance Agreement with Caltrans for the 57 Freeway/Crowther Avenue Corridor**
Fiscal Impact: There is no immediate fiscal impact associated with the recommended actions. The proposed Delegated Maintenance Agreement is related to proposed freeway landscape and hardened fencing improvements that will not be constructed and ready for maintenance until early 2022. Caltrans has budgeted a total of \$1,050,000 in State funding to construct the landscape, hardscape, and hardened fencing improvements. The proposed Delegated Maintenance Agreement functions as a reimbursement agreement as Caltrans has agreed to reimburse the City up to \$18,000 per year for any maintenance or repairs the City completes on the new fencing.
Recommended Action: It is recommended that the City Council:
 1) Approve a Delegated Maintenance Agreement with the California Department of Transportation (Caltrans); 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.h. **Measure M2 Eligibility Resolution for FY 2021-22**
Fiscal Impact: There is no fiscal impact associated with the recommended actions.
Recommended Action: It is recommended that the City Council:
 1) Approve Resolution No. R-2021-55, a Resolution of the City Council of the City of Placentia, California, concerning the status and update of the Circulation Element and Mitigation Fee Program for the Measure M ("M2") Program and Rescinding Resolution R-2021-38.
(Approved 5-0, as recommended)

1.i. **City Administrator Authorization to Waive Facility Rental Fees to Allow For Commonly Requested Events of Community Benefit by Another Governmental Entity**

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

Recommended Action: It is recommended that City Council:

- 1) Approve Resolution R-2021-56, a Resolution of the City Council of the City of Placentia, California, authorizing the City Administrator to waive City facility rental fees to allow for commonly requested events of community benefit by other governmental entities (such as County of Orange elections).

(Approved 5-0, as recommended)

1.j. **Mutual Aid Agreement Between County of Orange and the City for the COVID-19 Vaccination Effort Reimbursement**

Fiscal Impact: Expense: Cost of Staff Support of PODS

Revenue: Cost of Staff Support of PODS

Recommended Action: It is recommended that the Successor Agency:

- 1) Approve a Mutual Aid Agreement between the City and the County of Orange; and
- 2) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney; and
- 3) Designate the City Administrator as the Authorized Agent of the City of Placentia for the purpose of applying for and receiving Federal financial assistance and/or State financial assistance; and
- 4) Authorize the City Clerk to execute the State of California Governor's Office of Emergency Services Form 130.

(Approved 5-0, as recommended)

2. PUBLIC HEARINGS:

2.a. **Continuance of Public Hearing on Ordinance Amending Chapter 10.34 (Camping and Storage of Personal Property) Of Title 10 (Peace, Morals, and Safety) Of the Placentia Municipal Code**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open public hearing concerning the ordinance amending Chapter 10.34 of Title 10 of the Placentia Municipal Code; and
- 2) Consider all public testimony, and
- 3) Continue the public hearing from today to October 5, 2021 at 7:00 p.m. to allow sufficient time for Staff to consult with the City Attorney's Office, and for the City Attorney's Office to provide a legal review of the proposed ordinance; and

(Approved 5-0, to continue the public hearing to October 5, 2021, at 7:00 p.m., as recommended)

Mayor Green opened the Public Hearing at 7:37 p.m.

City Attorney Bettenhausen interjected that Staff's recommendations were to continue items 2.a., 2.b., and 2.c. He noted that it would be preferable for any members of the public wishing to speak on these items to return to the October 5, 2021 meeting to comment, if possible, but if they were not able to return their comments could be heard at this meeting. He asked for an indication from any members of the public wishing to speak and no members of the public present indicated a desire to speak on any of the three (3) items.

City Clerk McKinnell stated that the City Clerk's Office had received no public comment for Item 2.a.

City Attorney Bettenhausen asked if any members of the public wished to comment on Items 2.b. or 2.c. No members of the public were present to comment on Items 2.b. or 2.c.

Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote to continue public hearing 2.a. to the Regular Meeting on October 5, 2021, at 7:00 p.m.

2.b. **Continuance of Public Hearing on Ordinance Amending Chapter 13.48 (Stopping, Standing or Parking) Of Title 13 (Vehicles and Traffic) Of the Placentia Municipal Code Regarding On-Street Parking of Recreational Vehicles and Sleeping in Motor Vehicles**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open public hearing concerning the ordinance amending Chapter 13.48 of Title 13 of the Placentia Municipal Code; and
- 2) Consider all public testimony, and
- 3) Continue the public hearing from today to October 5, 2021 at 7:00 p.m. to allow sufficient time for Staff to consult with the City Attorney's Office, and for the City Attorney's Office to provide a legal review of the proposed ordinance; and
- 4) Close the Public Hearing.

(Approved 5-0, to continue the public hearing to October 5, 2021, at 7:00 p.m., as recommended)

Motion by Shader, seconded by Smith, and carried a (5-0) vote to continue public hearing 2.b. to the Regular Meeting on October 5, 2021, at 7:00 p.m.

2.c. **Continuance of Public Hearing on Ordinance Amending Chapter 14.08 (Parks and Playgrounds) Of Title 14 (Public Property) Of the Placentia Municipal Code**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open public hearing concerning the ordinance amending Chapter 14.08 of Title 14 of the Placentia Municipal Code; and
- 2) Consider all public testimony, and
- 3) Continue the public hearing from today to October 5, 2021 at 7:00 p.m. to allow sufficient time for Staff to consult with the City Attorney's Office, and for the City Attorney's Office to provide a legal review of the proposed ordinance; and
- 4) Close the Public Hearing.

(Approved 5-0, to continue the public hearing to October 5, 2021, at 7:00 p.m., as recommended)

Motion by Yamaguchi, seconded by Shader, and carried a (5-0) vote to continue public hearing 2.c. to the Regular Meeting on October 5, 2021, at 7:00 p.m.

2.d. **Update Related to the Timing of Fee Collection of Citywide Development Impact Fees, Transit Oriented Development Packinghouse District Development Impact Fees, and Residential Affordable Housing Impact Fees for Cost Recovery**

Fiscal Impact: These Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions.

Recommended Action: It is recommended that the City Council:

- 1) Open the public hearing concerning the timing of collection of Citywide Development Impact Fees, Transit-Oriented Development ("TOD") Packing House Development Impact Fees, and the Residential Affordable Housing Impact Fees; and
- 2) Receive the staff report, consider all public testimony, ask questions of Staff; and
- 3) Close the public hearing; and
- 4) Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(4), 15061(b)(3), and 15273 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2021-08, an Ordinance of the City Council of the City of Placentia, California, amending Title 5 (Schedule of Fees), specifically Chapter 5.02 (Citywide Development Impact Fees), Chapter 5.03 (Transit Oriented Development [TOD] Development Impact Fees) and Chapter 5.30 (Affordable Housing Fees for Residential Developments) related to the collection of Development Impact Fees.

(Approved 5-0, as amended by City Council)

Mayor Green opened the Public Hearing at 7:40 p.m.

City Administrator Arrula introduced Director of Development Services Lambert who gave a brief presentation on the proposed update to the timing of fee collection of Citywide Development Impact Fees, Transit Oriented Development Packinghouse District Development Impact Fees, and Residential Affordable Housing Impact Fees for cost recovery.

City Clerk McKinnell confirmed that no members of the public were present to comment, and the City Clerk's Office had received no public comment for Item 2.d.

Councilmember Shader asked for clarification on the proposed deferral of fees and the approval process for phased developments.

Director Lambert provided additional information and sample situations.

City Administrator Arrula interjected that Staff desired to be understanding and respectful of the needs of developers but at the same time the City has a responsibility with respect to collecting development impact fees in a timely manner.

Mayor Pro Tem Wanke asked that information about the fee deferral be displayed on the City's website along with the fee schedule. He stated that he would prefer that the deferral process be codified rather than discretionary.

A brief discussion followed regarding the approval process of development impact fee deferrals.

City Clerk McKinnell stated that the City Clerk's Office had received no public comment for Item 2.d.

Mayor Green closed the public hearing at 8:10 p.m.

Motion by Wanke, seconded by Shader, and carried a (5-0) vote to approve Item 2.a., amending Ordinance O-2021-08 to replace the word "may" with "shall" and to include the wording, ". . . , if requested in writing by the developer" in the sentence which begins, "Development impact fees for new developments . . ." in Sections 5.02.040 B, 5.03.040 B, and 5.30.040 B."

3. REGULAR AGENDA:

3.a. Introduction of Placentia Fire and Life Safety Department and Lynch 911 EMS Paramedic Services Inaugural Report

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file a copy of the completed Inaugural Report.

(Approved 5-0, to receive and file)

City Administrator Arrula notified City Council that Staff would give a supplemental presentation prior to the presentation of the inaugural report to address comments made by the public and the Placentia Firefighters Association ("PFA") recently on social media. He emphasized that the City is in negotiations with the PFA and Staff had additional information that would provide context to statements and claims being made. City Administrator Arrula introduced Fire Chief Van Gieson who gave a brief supplemental presentation which included Occupational Safety and Health Administration (OSHA) 2-In / 2-Out guidance, a fire staffing survey, and reserve firefighters.

City Administrator Arrula mentioned that Placentia operates three-person engine companies with an additional reserve firefighter where some other agencies do not.

Councilmember Shader thanked Chief Van Gieson for clarification on OSHA regulations and discussed City Council's vote to deploy the three-person engine companies with one reserve firefighter. She asked what the training requirements are to be hired as a Placentia Fire and Life Safety Department (PFLSD)

Reserve Firefighter and noted that City Council planned for the model to be adaptable, and City Council is working with Staff to make necessary changes.

Councilmember Yamaguchi asked for clarification on the number of current reserve firefighters and inquired whether the City could over hire reserve firefighters.

Councilmember Shader noted that the City has two (2) fire stations and asked how many firefighters would be involved if both stations responded to a call.

Mayor Pro Tem Wanke asked about deployment and training of reserve firefighters once hired and whether reserve firefighters are qualified to enter an Immediately Dangerous to Life and Health ("IDLH") situation.

Mayor Green noted that newly hired reserve firefighters have graduated from a certified fire academy and the State Fire Marshall states that graduates are qualified. He asked for more information on Fire Department task books which accompany training at different levels. He asked how long it could take a reserve firefighter to achieve IDLH qualification.

Fire Chief Van Gieson gave his presentation which included the Placentia Fire and Life Safety Department ("PFLSD") administration and operations positions, calls and response times, fire calls, PFLSD training, a training highlights video, and mutual aid.

Fire Chief Van Gieson introduced Walt Lynch, CEO of Lynch EMS, who continued the presentation with the partnership with Lynch EMS 911 paramedic services, emergency medical services (EMS) calls, the LUCAS device, certifications and training, a paramedic services highlight video, Lynch EMS accomplishments in Placentia, and future goals.

Mayor Pro Tem Wanke asked the standard cardiac manual success rate compared to saves with the LUCAS device.

City Administrator Arrula highlighted the Lynch EMS statistic of 47% cardiac saves (17% higher than the national average) and discussed the lives saved.

Fire Chief Van Gieson resumed his presentation which included the Department's COVID-19 response, community outreach, PFLSD accomplishments, and goals and objectives. He closed by saying it had been a tremendous honor to be selected to fill the position of Fire Chief and to work with his staff and Lynch EMS staff. He commented on the professionalism of the PFLSD workforce and said that he was extremely proud of them.

Councilmember Shader congratulated Chief Van Gieson and Walt Lynch for an amazing first year. She recognized that the year included adjustments and challenges. She stated that the City has some of the finest people working in the PFLSD and with Lynch EMS. She discussed her own experience with the Department, dispatch, Police, and mutual aid when a fire threatened her home. She recognized the professionalism of the Lynch EMS staff and the wisdom of having EMS respond to emergency medical calls. She appreciated that both the Chief and Mr. Lynch ended their presentations with future goals and stressed that the City Council want the Department to grow and be better while saving money for the people of the City. She discussed the difference in having a contracted provider for Fire and EMS with having our own department where decisions can be made for the best of the City.

Councilmember Smith congratulated Chief Van Gieson and Walt Lynch for the successful establishment and operation of the PFLSD and Lynch EMS in Placentia while pressing forward and understanding and accepting the need for changes. He commented on the varying opinions on the model of deployment of resources and on qualifications. He stated that the Fire Department and Lynch EMS have performed in an exemplary fashion. He thanked Chief Van Gieson for expressing his concerns regarding the Department's reserve program and stated his opinion that reserve programs are successful only when the commitment of individuals within an organization invest time, energy, and expertise in the reserves. Councilmember Smith discussed the onboard training for the new Department and the Department's certification program. He requested that, while continuing to provide training for senior positions and

full-time staff, the Department would make getting the reserve firefighters certified a priority and increase their roles and responsibilities.

Councilmember Yamaguchi thanked Chief Van Gieson for the inaugural report and stated that he had voted against the establishment of the Department but since the majority of City Council approved the transition, he has been supportive of the efforts of the police, fire, and Lynch EMS. He recognized that the Department has things to improve and work on but stated his belief that police and fire have been doing the best they can with what they have. Councilmember Yamaguchi asked Chief Van Gieson to discuss his experience, training, and qualifications and to provide clarification on staffing and the need for reserve firefighters. He asked if firefighter certification is equivalent between counties. He asked for confirmation that the Department was meeting the NFPA 1710 standards (National Fire Protection Association Standard for the Organization and Deployment of Fire Suppression Operations, Emergency medical Operations, and Special Operations to the Public by Career Fire Departments) regarding Placentia's deployment model. He asked if the Department was meeting all Cal/OSHA requirements and questioned if reserve firefighters could be used to meet the IDLH requirements. Councilmember Yamaguchi asked for clarification on which Orange County cities employ a three-person engine company model and questioned whether there have been any adverse effects to the Department's three-person model. He asked if there were any advantages other than cost-savings to having a three-person model and inquired how many fire personnel live outside of Placentia.

City Administrator Arrula commented that the City has a mileage radius requirement for all Fire Department new hires.

Councilmember Yamaguchi asked for an update on Fire Department position staffing and fire inspections in the City.

City Administrator Arrula noted that he had given direction to Chief Van Gieson to research options with respect to a Fire Marshall position and recurring fire inspections. He said that the Chief was evaluating potential contracts for performing recurring inspections and was working to get the inspection history from the Orange County Fire Authority (OCFA).

Councilmember Yamaguchi asked if the Department had a plan to perform fire investigation services. He stated that he had received multiple messages of concern from both Fire Department and Police Department personnel regarding the City's Public Safety Communications Center (Dispatch). He asked Chief Van Gieson about his experience with EMS and emergency call taking. He asked about Placentia's current call processing time and asked if the Chief's previously expressed concerns regarding the dispatch process had been addressed. Councilmember Yamaguchi expressed his preference for using a shared dispatch service such as MetroNet and asked if the City had CAD-to-CAD with MetroNet. He questioned the City's progress with mutual aid agreements and discussed a Fullerton City Council agenda item.

City Administrator Arrula commented that Staff would need City Council direction to advance auto mutual aid agreements.

Mayor Green stated that OCFA, responding to pressure from the unions, pressed other agencies not to support Placentia's establishment of a local fire department.

Councilmember Yamaguchi asked Chief Van Gieson if he supported the current deployment model and what the Department needs to be successful.

Mayor Pro Tem Wanke inquired about the percentage of lock boxes that had been changed throughout the City and the impact on the City of not having auto mutual aid agreements. He asked how often the Department does not have a reserve firefighter on an apparatus.

City Administrator Arrula stated that he and Chief Van Gieson had received data that day which had not yet been aggregated and which included the Patrol vehicle as well as the truck and engine. He said the Management Analyst suspected that approximately 50% of the time a reserve firefighter is not on an apparatus.

Mayor Pro Tem Wanke questioned the Department's ability to do large-scale live fire training and wondered if cities which provide auto mutual aid bill the cities which they support and he asked the size of the City of Orange Fire Department. He asked if the Department participates in the Cal-JAC program (California Firefighter Joint Apprenticeship Committee). He pointed out that the City budgeted for scholarships for fire academy training and asked if scholarships had been awarded. He questioned whether reserve firefighters pay for the fire academy training themselves. He inquired if the Department has a cost recovery program and if so, how it works. He asked if the City is pursuing certification from the Centers for Public Safety Excellence. He stated that fire investigation and Fire Marshall services are of particular concern to him. He asked whether the Department's personnel are trained for four and five-story building fires.

Mayor Green commented that over the preceding year the Placentia Fire and Life Safety Department and Lynch EMS got the job done for the City of Placentia's residents. He stated that training never ends and discussed his experiences with the OCFA Board of Directors.

Councilmember Smith noted that several months ago City Council directed the City Attorney's Office to put together a consultants group to review the City's communications (dispatch) process. He recognized that certain factors slowed the process but he asked for an update on the status of the audit of the City's Public Safety Communications Center.

City Attorney Bettenhausen noted that the audit was in process and he anticipated it would be completed in early to mid-November. He stated that the purpose of the audit was to talk to all affected parties or people involved and to come to a fair and unbiased evaluation of the Public Safety Communications Center and determine what, if anything, should be changed or improved.

Councilmember Smith commended Chief Van Gieson for an impressive report and the amount of training that fire personnel are given. He encouraged the Department to train personnel for fire inspection services. He asked for additional information on OSHA's 2-In / 2-Out guidance and asked in how many incidents was the Department unable to meet the needs with their current resources.

City Administrator Arrula reported that the Placentia Fire and Life Safety Department had 1278 fire calls in their first year, and there was one (1) or .08% of the calls where the Department did not meet the NFPA 1710 nine (9) minute standard response time and that call was a mutual aid response. He added that in the original Request for Proposal for the Department it was assumed that personnel would be focusing on company level inspections along with training. He stated that he has discussed getting current personnel trained for inspection services with Chief Van Gieson.

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

The Mayor requested that Items 3.b., 3.c., and 3.d. on the agenda be continued to the regular City Council meeting of October 5, 2021 at 7:00 p.m. as Council Members and members of City staff were traveling to Sacramento early the next morning.

Motion by Wanke, seconded by Shader, and carried a (5-0) vote to continue Items 3.b., 3.c., and 3.d. to the regular City Council meeting on October 5, 2021 at 7:00 p.m.

3.b. Adoption of an Official City of Placentia Style Guide

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

Recommended Action: It is recommended that the City Council:

- 1) Review the Style Guide presentation regarding the new City Style Guide as presented by Staff; and
- 2) Approve the City Style Guide for official use.

(Approved 5-0, to continue Item 3.b. to the regular City Council meeting on October 5, 2021 at 7:00 p.m.)

3.c. **Presentation and Discussion Regarding the 2021 Update to the Housing Element of the General Plan**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) That the City Council receive a presentation from Staff and the City's consultant regarding the ongoing 2021 update to the Housing Element of the General Plan. The intent of the presentation is to brief the City Council regarding the timeline and actions that will be required to update the Housing Element of the General Plan in conformance with State law; and
- 2) Receive the staff report and presentation materials and ask Staff and the City's consultant questions as deemed appropriate; and
- 3) Receive and File the staff report and presentation materials.

(Approved 5-0, to continue Item 3.c. to the regular City Council meeting on October 5, 2021 at 7:00 p.m.)

3.d. **Study Session: The Kraemer Memorial Park Fountain and Plaza Restoration Project**

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

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the staff report and presentation, ask any questions of Staff; and
- 2) Provide Staff with direction whether to proceed with the conceptual project; and
- 3) If approved, direct Staff to retain a landscape architect to complete the engineered plans specifications and bid documents; and
- 4) Provide direction to Staff on whether to establish a Legacy Brick Program as part of the proposed conceptual project and return to the City Council at a future meeting to provide more details for consideration of the fountain Legacy Brick Program.

(Approved 5-0, to continue Item 3.d. to the regular City Council meeting on October 5, 2021 at 7:00 p.m.)

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Shader celebrated the Placentia Fire and Life Safety Department and Lynch Emergency Medical Services and acknowledged the extensive contributions of City staff members including City Administrator Arrula, Deputy City Administrator Estevez, Emergency and Health Services Manager Patrick Powers, and many others. She said the statistics provided by Chief Van Gieson and Walt Lynch were amazing and that the people of Placentia are being well cared for. She noted that many issues were discussed and that City Council and Staff are aware of the issues and are seeking solutions.

Councilmember Yamaguchi requested that the City Administrator continue to support Fire Department staff in researching a potential Fire Marshall service or position, to renew the efforts to establish automatic mutual aid agreements with other agencies, and to establish fire inspection services by contract or in-house.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 10:37 p.m. in memory of Jack Matamoros, lifelong friend of Mayor Craig Green, to a regular City Council meeting on Tuesday, October 5, 2021 at 5:00 p.m.

Craig S. Green, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/
Agency Secretary

City of Placentia
Check Register
For 10/05/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 343,842.51

Check Totals by ID

AP	343,842.51
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 343,842.51

<u>Fund Name</u>	<u>Check Totals by Fund</u>
101-General Fund (0010)	252,163.00
117-Measure U Fund (0079)	11,913.00
208-Scssr Agncy Ret Oblg (0054)	816.26
231-Placentia Reg Nav Cent(0078)	197.96
233-Gen Plan Update Fees (0074)	52.12
234-Technology Impact Fees (0075)	9.62
236-Parks & Rec Impact Fees (0063)	5,000.00
265-Landscape Maintenance (0029)	25.27
270-CDBG Fund (0030)	43,700.00
275-Sewer Maintenance (0048)	165.27
302-Public Financing Autho(0082)	960.00
501-Refuse Administration (0037)	12,190.20
601-Employee Health & Wlfre (0039)	850.26
605-Risk Management (0040)	6,732.87
701-Special Deposits (0044)	9,066.68

Check Total: 343,842.51

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

**City of Placentia
Check Register
For 09/29/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	A2Z CONSTRUCT INC V012024	ADA CONSTRUCTION SVS	305101-6185 Construction Services	AP091721	43,700.00	5101-1	P12214	00109001	09/17/2021
MW OH	A2Z CONSTRUCT INC V012024	CHANGE ORDER #1	795106-6185 Construction Services	AP091721	11,913.00	5101-1	P12214	00109001	09/17/2021
					Check Total:	55,613.00			
MW OH	ALLIANCE BUSINESS V011660	ALLIANCE BUSINE SEP FD DEDICA	109595-6215 Telephone	AP091721	1,318.38	1366142		00109002	09/17/2021
					Check Total:	1,318.38			
MW OH	ANDREWS, ANTHONY V011998	ANDREWS, ANTHON 9/24 DJ SERVIC	104071-6299 Other Purchased Services	AP091721	200.00	09072021		00109003	09/17/2021
					Check Total:	200.00			
MW OH	AT & T V008736	AT&T JUL AUG SEP HVAC INTERNET	109595-6215 Telephone	AP091721	148.38	AUG HVAC 21		00109004	09/17/2021
MW OH	AT & T V008736	AT & T SEP POWELL BLDG INTERNE	109595-6215 Telephone	AP091721	52.79	SEP2021		00109004	09/17/2021
					Check Total:	201.17			
MW OH	IMPERIAL SPRINKLER V006506	SUPPLIES, TOOLS & EQUIPMENT	104071-6130 Repair & Maint/Facilities	AP091721	22.72	4795073-00	P12219	00109005	09/17/2021
					Check Total:	22.72			
MW OH	INTERNATIONAL E-Z UP INCEZ-UPS WITH CARRY BAG V011951		103066-6401 Community Programs	AP091721	4,439.61	AAAQ397284	P12128	00109006	09/17/2021
					Check Total:	4,439.61			
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	101005-6005 Legal Services	AP091721	832.00	104788		00109007	09/17/2021
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	101005-6005 Legal Services	AP091721	1,273.60	104790		00109007	09/17/2021
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	101005-6005 Legal Services	AP091721	145.24	104792		00109007	09/17/2021
MW OH	JONES & MAYER	JONES & MAYER JULY LEGAL SERV	101005-6005	AP091721	82.99	104795		00109007	09/17/2021

**City of Placentia
Check Register
For 09/29/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009822		Legal Services						
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	01005-6006 Litigation	AP091721	5,866.43	104798		00109007	09/17/2021
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	01005-6006 Litigation	AP091721	715.01	104799		00109007	09/17/2021
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	01005-6005 Legal Services	AP091721	85.29	104801		00109007	09/17/2021
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	01005-6005 Legal Services	AP091721	82.99	104802		00109007	09/17/2021
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	01005-6005 Legal Services	AP091721	539.45	104804		00109007	09/17/2021
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	01005-6006 Litigation	AP091721	89.38	104915		00109007	09/17/2021
MW OH	JONES & MAYER V009822	JONES & MAYER JULY LEGAL SERV	01005-6005 Legal Services	AP091721	23,356.40	104916		00109007	09/17/2021
Check Total:					33,068.78				
MW OH	LIEBERT CASSIDY V000597	LIEBERT CASSIDY AUG LEGAL SERV	01005-6005 Legal Services	AP091721	3,103.00	203775		00109008	09/17/2021
MW OH	LIEBERT CASSIDY V000597	LIEBERT CASSIDY LEGAL CONSULT	101512-6001 Management Consulting Services	AP091721	1,794.00	204361		00109008	09/17/2021
MW OH	LIEBERT CASSIDY V000597	LIEBERT CASSIDY LEGAL CONSULT	101512-6001 Management Consulting Services	AP091721	1,014.00	204372		00109008	09/17/2021
MW OH	LIEBERT CASSIDY V000597	LIEBERT CASSIDY LEGAL CONSULT	101512-6001 Management Consulting Services	AP091721	429.00	204382		00109008	09/17/2021
MW OH	LIEBERT CASSIDY V000597	LIEBERT CASSIDY LEGAL CONSULT	101512-6001 Management Consulting Services	AP091721	2,223.00	204396		00109008	09/17/2021
Check Total:					8,563.00				
MW OH	LINE-X OF ORANGE COUNTY V000582	LINE-X IRRIG TRUCK COATING	104071-6099 Professional Services	AP091721	850.00	9940		00109009	09/17/2021

City of Placentia
Check Register
For 09/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	850.00				
MW OH	LYNCH EMS V011542	LYNCH EMS SEP PARAMEDIC SERVICE	01516-6290 Dept. Contract Services	AP091721	83,687.50	21-20888	P12171	00109010	09/17/2021
				Check Total:	83,687.50				
MW OH	R F DICKSON CO INC V011193	R F DICKSON CO JULY STREET SWE	374386-6290 Dept. Contract Services	AP091721	12,048.47	2510925	P12122	00109011	09/17/2021
				Check Total:	12,048.47				
MW OH	SECURITY DESIGN CONCEPTS V008347	SECURITY DESIGN JAN-JUNE RVW	102531-6099 Professional Services	AP091721	216.00	21020		00109012	09/17/2021
				Check Total:	216.00				
MW OH	TALX UC eXpress V002944	TALX UC eXpress 8/1-11/30 UNEM	404581-6025 Third Party Administration	AP091721	363.98	2600122701		00109013	09/17/2021
				Check Total:	363.98				
MW OH	THE SAUCE CREATIVE V007476	THE SAUCE CREAT HERITAGE FEST	104071-6230 Printing & Binding	AP091721	150.00	5023		00109014	09/17/2021
				Check Total:	150.00				
MW OH	TIME WARNER CABLE V004450	TIME WARNER CAB SEP EOC CABL	109595-6215 Telephone	AP091721	625.70	0034466082621		00109015	09/17/2021
MW OH	TIME WARNER CABLE V004450	TIME WARNER CAB SEP CITY HALL	109595-6215 Telephone	AP091721	1,245.96	0347700082521		00109015	09/17/2021
MW OH	TIME WARNER CABLE V004450	TIME WARNER CAB SEP WHITTEN IN	109595-6215 Telephone	AP091721	645.61	0347726082521		00109015	09/17/2021
MW OH	TIME WARNER CABLE V004450	TIME WARNER CAB SEP NAV CTR	784070-6215 Telephone	AP091721	197.96	0570178082321		00109015	09/17/2021
				Check Total:	2,715.23				
MW OH	WELLS FARGO VENOR FIN V010076	WELS FARGO VEN SEP NS COPIER	109595-6175 Office Equipment Rental	AP091721	188.36	5016555073		00109016	09/17/2021
				Check Total:	188.36				
MW OH	MARTINEZ, JOHN	JOHN MARTINEZ REPLACEMENT	0010-1101	AP092221	3,933.15	PR2101119		00109017	09/22/2021

**City of Placentia
Check Register
For 09/29/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010060		General Checking with Bank						
MW OH	MARTINEZ, JOHN V010060	JOHN MARTINEZ RETURN CHECK FEE	2020-6999 Other Expenditure	AP092221	12.00	PR2101119		00109017	09/22/2021
					Check Total:	3,945.15			
MW OH	RING CENTRAL INC V012026	RING CENTRAL MAY JUNE SERVICES	01523-6136 Software Maintenance	AP092321	1,051.34	CD_000253750		00109018	09/23/2021
MW OH	RING CENTRAL INC V012026	RIGN CENTRAL MAY JUNESERVICES	01523-6136 Software Maintenance	AP092321	4,562.91	INV2073603-1		00109018	09/23/2021
MW OH	RING CENTRAL INC V012026	RING CENTRAL PHONE EQUIPMENT	101523-6840 Machinery & Equipment	AP092321	23,482.71	INV2073603	P12209	00109018	09/23/2021
					Check Total:	29,096.96			
MW OH	AMERICAN MARTIAL ARTS V010941	MARTIAL ARTS CLASS PAYMENT	104071-6060 Instructional Services	AP092421	731.25	SUMMER2021		00109019	09/28/2021
					Check Total:	731.25			
MW OH	CALIFORNIA DENTAL V008102	OCT DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP092421	727.62	100121		00109020	09/28/2021
MW OH	CALIFORNIA DENTAL V008102	OCT DENTAL INSSURANCE	395083-5162 Dental Insurance Premiums	AP092421	122.64	100121		00109020	09/28/2021
					Check Total:	850.26			
MW OH	CITY OF ANAHEIM V000021	OCCHMERA SHARE	103066-6099 Professional Services	AP092421	5,226.00	HZM201827		00109021	09/28/2021
					Check Total:	5,226.00			
MW OH	CITY OF PLACENTIA V000773	HERITAGE FESTIVAL PETTY CASH	104078-6301 Special Department Supplies	AP092421	1,100.00	09162021		00109022	09/28/2021
					Check Total:	1,100.00			
MW OH	COLANTUONO HIGHSMITH & UG V009754	LITIGATION	101005-6006 Litigation	AP092421	153.59	49065		00109023	09/28/2021
					Check Total:	153.59			
MW OH	COMMERCIAL AQUATIC	JUL GOMEZ POOL MAINTENANCE	103654-6290	AP092421	999.00	I21-4113	P12112	00109024	09/28/2021

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Check Register
For 09/29/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005203		Dept. Contract Services						
MW OH	COMMERCIAL AQUATIC V005203	JULY POOL MAINTENANCE WHITTEN	103654-6290 Dept. Contract Services	AP092421	1,998.00	I21-4114	P12112	00109024	09/28/2021
MW OH	COMMERCIAL AQUATIC V005203	JUL FOUNTAIN MAINTENANCE	103654-6290 Dept. Contract Services	AP092421	350.40	I21-4120	P12112	00109024	09/28/2021
MW OH	COMMERCIAL AQUATIC V005203	JUL FOUNTAIN MAINTENANCE	103654-6290 / 21008-6290 Dept. Contract Services	AP092421	249.60	I21-4120	P12112	00109024	09/28/2021
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL REPAIR SERVICES	104071-6130 Repair & Maint/Facilities	AP092421	6,242.35	I21-4443	P12220	00109024	09/28/2021
Check Total:					9,839.35				
MW OH	CSG CONSULTANTS INC V011609	AUG FIRE PLAN CHECK AND INSPE	102532-6050 Fire Plan Check Services	AP092421	5,290.00	38791	P12132	00109025	09/28/2021
Check Total:					5,290.00				
MW OH	DAVID VOLZ DESIGN V008863	JUNE ARCHITECT SVS	107902-6185 Construction Services	AP092421	3,302.80	422098	P12179	00109026	09/28/2021
Check Total:					3,302.80				
MW OH	DJE SOUND & LIGHTING IN V011877	CONCERTS STAGE & LIGHTING SVS	104074-6299 Other Purchased Services	AP092421	3,000.00	2340	P12160	00109027	09/28/2021
MW OH	DJE SOUND & LIGHTING IN V011877	CONCERTS STAGE & LIGHTING SVS	104074-6299 Other Purchased Services	AP092421	3,000.00	2347	P12160	00109027	09/28/2021
MW OH	DJE SOUND & LIGHTING IN V011877	CONCERTS STAGE & LIGHTING SVS	104074-6299 Other Purchased Services	AP092421	3,000.00	2348	P12160	00109027	09/28/2021
Check Total:					9,000.00				
MW OH	EMPOWER YOUR IMAGE V010396	FACE MASKS FOR CITY	101001-6301 Special Department Supplies	AP092421	438.25	20217921		00109028	09/28/2021
Check Total:					438.25				
MW OH	GARZA CONSTRUCTION INC V012032	VAQUEROS PARK PERGOLA INSTAL	637102-6185 Construction Services	AP092421	3,500.00	926		00109029	09/28/2021
MW OH	GARZA CONSTRUCTION INC	VAQUEROS PARK PERGOLA PAINT	637102-6185	AP092421	1,500.00	926-1		00109029	09/28/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012032		Construction Services						
				Check Total:	5,000.00				
MW OH	GRAF, MARILYN V009793	INSTRUCTOR PAYMENT SUMMER	104071-6060 Instructional Services	AP092421	1,311.60	SUMMER 2021		00109030	09/28/2021
				Check Total:	1,311.60				
MW OH	HINDERLITER DE LLAMAS & V000465	QRT SALES TAX AUDIT SVS	102020-6099 Professional Services	AP092421	1,927.68	SIN011191		00109031	09/28/2021
				Check Total:	1,927.68				
MW OH	KOSMONT COMPANIES V006131	AUG CONSULTING	547525-6099 Professional Services	AP092421	793.00	1502.9-063		00109032	09/28/2021
				Check Total:	793.00				
MW OH	LISTER, RAYMOND V012033	REIMB PROPERTY DAMAGE	404582-6210 Liability Claims	AP092421	173.38	091521		00109033	09/28/2021
				Check Total:	173.38				
MW OH	MCKENZIE, TOM V006560	SUMMER 2ND SESSION TUITION	109595-5150 Tuition Reimbursement	AP092421	2,001.75	SUMMER 21 - 2		00109034	09/28/2021
				Check Total:	2,001.75				
MW OH	NATIONAL INTERSTATE V012030	INSURANCE CLAIM PAYMENT	404582-6210 Liability Claims	AP092421	5,793.95	091321		00109035	09/28/2021
				Check Total:	5,793.95				
MW OH	ONTIVEROS, LORI V012034	REIMB PROPERTY DAMAGE	404582-6210 Liability Claims	AP092421	401.56	091521		00109036	09/28/2021
				Check Total:	401.56				
MW OH	ORANGE COUNTY V007306	AUG PARKING CITATIONS	0044-2038 Parking Fines	AP092421	9,064.00	083121		00109037	09/28/2021
				Check Total:	9,064.00				
MW OH	SO CAL LAND MAINTENANCE V011102	MAY EXTRA PARK MAINTENANCE	104071-6130 Repair & Maint/Facilities	AP092421	3,126.82	9558	P12121	00109038	09/28/2021
MW OH	SO CAL LAND MAINTENANCE	JUN PARK MAINTENANCE	104071-6130	AP092421	26,220.57	9754	P12121	00109038	09/28/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011102		Repair & Maint/Facilities						
				Check Total:	29,347.39				
MW OH	SOUTHERN CALIFORNIA V009955	AUG LEGAL ADVERTISEMENT	825525-6925 / 22551-6925 Issuance Costs	AP092421	960.00	0000522717		00109039	09/28/2021
				Check Total:	960.00				
MW OH	STITH PRINTING V008626	HERITAGE FESTIVAL ARTWORK	104078-6301 Special Department Supplies	AP092421	2,160.00	50623		00109040	09/28/2021
				Check Total:	2,160.00				
MW OH	THE SAUCE CREATIVE V007476	TINY TOT AD DESIGN	104071-6230 Printing & Binding	AP092421	150.00	5042		00109041	09/28/2021
MW OH	THE SAUCE CREATIVE V007476	HERITAGE FESTIVAL BANNER	104071-6230 Printing & Binding	AP092421	769.06	5043		00109041	09/28/2021
				Check Total:	919.06				
MW OH	TINT PLUS V012029	WINDOW TINT IRRIGATION TRUCK	104071-6130 Repair & Maint/Facilities	AP092421	270.00	2020-7717		00109042	09/28/2021
				Check Total:	270.00				
MW OH	TODD, LARRY V002103	FACILITY KEY REIMBERSMENT	104071-6060 Instructional Services	AP092421	100.00	09202021		00109043	09/28/2021
				Check Total:	100.00				
MW OH	TRIFYTT SPORTS V004975	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP092421	4,771.20	091421		00109044	09/28/2021
				Check Total:	4,771.20				
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP092421	30.50	B20-2204		00109045	09/28/2021
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	750000-4303 Technology Fee	AP092421	9.62	B20-2204		00109045	09/28/2021
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP092421	0.71	B20-2204		00109045	09/28/2021
MW OH	VIVINT SOLAR	50% BLDG PERMIT REFUND	100000-4160	AP092421	135.00	B20-2204		00109045	09/28/2021

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011415		Building Permits						
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP092421	16.50	B20-2204		00109045	09/28/2021
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP092421	0.50	B20-2204		00109045	09/28/2021
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	740000-4303 Technology Fee	AP092421	13.12	B21-1682		00109045	09/28/2021
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP092421	0.97	B21-1682		00109045	09/28/2021
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP092421	22.50	B21-1682		00109045	09/28/2021
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP092421	0.50	B21-1682		00109045	09/28/2021
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP092421	119.50	B21-1682		00109045	09/28/2021
MW OH	VIVINT SOLAR V011415	50% BLDG PERMIT REFUND	100000-4160 Building Permits	AP092421	144.50	B21-1682		00109045	09/28/2021
Check Total:					493.92				
MW OH	CALIFORNIA STATE V004813	PE 09/18/21 PD 09/24/21	0010-2196 Garnishments W/H	PY21019	1,469.99	PR2101019		00109046	09/29/2021
MW OH	CALIFORNIA STATE V004813	PE 09/18/21 PD 09/24/21	0029-2196 Garnishments W/H	PY21019	9.23	PR2101019		00109046	09/29/2021
MW OH	CALIFORNIA STATE V004813	PE 09/18/21 PD 09/24/21	0037-2196 Garnishments W/H	PY21019	69.23	PR2101019		00109046	09/29/2021
MW OH	CALIFORNIA STATE V004813	PE 09/18/21 PD 09/24/21	0048-2196 Garnishments W/H	PY21019	46.15	PR2101019		00109046	09/29/2021
Check Total:					1,594.60				
MW OH	FRANCHISE TAX BOARD V000404	PE 09/18/21 PD 09/24/21	0010-2196 Garnishments W/H	PY21019	200.00	PR2101019		00109047	09/29/2021

**City of Placentia
Check Register
For 09/29/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	200.00				
MW OH	ORANGE COUNTY V000699	PE 09/18/21 PD 09/24/21	0010-2176 PCEA/OCEA Assoc Dues	PY21019	417.03	PR2101019		00109048	09/29/2021
MW OH	ORANGE COUNTY V000699	PE 09/18/21 PD 09/24/21	0029-2176 PCEA/OCEA Assoc Dues	PY21019	0.19	PR2101019		00109048	09/29/2021
MW OH	ORANGE COUNTY V000699	PE 09/18/21 PD 09/24/21	0037-2176 PCEA/OCEA Assoc Dues	PY21019	1.63	PR2101019		00109048	09/29/2021
MW OH	ORANGE COUNTY V000699	PE 09/18/21 PD 09/24/21	0054-2176 PCEA/OCEA Assoc Dues	PY21019	1.63	PR2101019		00109048	09/29/2021
MW OH	ORANGE COUNTY V000699	PE 09/18/21 PD 09/24/21	0048-2176 PCEA/OCEA Assoc Dues	PY21019	12.42	PR2101019		00109048	09/29/2021
				Check Total:	432.90				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 09/18/21 PD 09/24/21	0010-2176 PCEA/OCEA Assoc Dues	PY21019	43.35	PR2101019		00109049	09/29/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 09/18/21 PD 09/24/21	0029-2176 PCEA/OCEA Assoc Dues	PY21019	0.02	PR2101019		00109049	09/29/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 09/18/21 PD 09/24/21	0037-2176 PCEA/OCEA Assoc Dues	PY21019	0.17	PR2101019		00109049	09/29/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 09/18/21 PD 09/24/21	0054-2176 PCEA/OCEA Assoc Dues	PY21019	0.17	PR2101019		00109049	09/29/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 09/18/21 PD 09/24/21	0048-2176 PCEA/OCEA Assoc Dues	PY21019	1.29	PR2101019		00109049	09/29/2021
				Check Total:	45.00				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/18/21 PD 09/24/21	0010-2170 Deferred Comp Payable - ICMA	PY21019	1,246.72	2608/2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/18/21 PD 09/24/21	0037-2170 Deferred Comp Payable - ICMA	PY21019	31.04	2608/2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/18/21 PD 09/24/21	0054-2170 Deferred Comp Payable - ICMA	PY21019	9.65	2608/2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 09/18/21 PD 09/24/21	0048-2170	PY21019	21.34	2608/2101019		00109050	09/29/2021

**City of Placentia
Check Register
For 09/29/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0029-2170 Deferred Comp Payable - ICMA	PY21019	2.34	2608/2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0037-2170 Deferred Comp Payable - ICMA	PY21019	9.50	2609/2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0048-2170 Deferred Comp Payable - ICMA	PY21019	6.79	2609/2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0010-2170 Deferred Comp Payable - ICMA	PY21019	119.41	2609/2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0054-2170 Deferred Comp Payable - ICMA	PY21019	6.79	2609/2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0010-2170 Deferred Comp Payable - ICMA	PY21019	1,882.18	PR2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0054-2170 Deferred Comp Payable - ICMA	PY21019	5.02	PR2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0048-2170 Deferred Comp Payable - ICMA	PY21019	77.28	PR2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0037-2170 Deferred Comp Payable - ICMA	PY21019	30.16	PR2101019		00109050	09/29/2021
MW OH	VANTAGEPOINT TRANSFER PE 09/18/21 PD 09/24/21 V007191		0029-2170 Deferred Comp Payable - ICMA	PY21019	13.49	PR2101019		00109050	09/29/2021
Check Total:					3,461.71				
Type Total:					343,842.51				
Check Total:					343,842.51				

City of Placentia
Electronic Disbursement Register
For 10/05//2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 90,864.56

<u>EDR Totals by ID</u>	
AP	0.00
EP	90,864.56
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	27,833.13
208-Sccssr Agncy Ret Oblg (0054)	87.43
265-Landscape Maintenance (0029)	30.50
275-Sewer Maintenance (0048)	338.00
280-Misc Grants Fund (0050)	558.60
501-Refuse Administration (0037)	159.75
601-Employee Health & Wlfre (0039)	61,857.15

Void Total: 0.00
EDR Total: 90,864.56

Electronic Disbursement Sub Totals: 90,864.56

ACH Payroll Direct Deposit for 09/24/2021: 471,810.28
Electronic Disbursement Total: 562,674.84

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 09/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ALDWIR, MAMOUN E000113	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,301.00	OCTOBER 21		00015053	10/01/2021
				Check Total:	1,301.00				
EP	ANDERSON, MARLA E000071	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015054	10/01/2021
				Check Total:	541.78				
EP	ARMSTRONG, JOHN T E000046	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	967.14	OCTOBER 21		00015055	10/01/2021
				Check Total:	967.14				
EP	AUDISS, JAY SCOTT E000125	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,751.00	OCTOBER 21		00015056	10/01/2021
				Check Total:	1,751.00				
EP	BABCOCK, CHARLES A E000015	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	370.00	OCTOBER 21		00015057	10/01/2021
				Check Total:	370.00				
EP	BEALS, SHARLENE E000076	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	199.39	OCTOBER 21		00015058	10/01/2021
				Check Total:	199.39				
EP	BERMUDEZ, ALBERT E000124	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	496.10	OCTOBER 21		00015059	10/01/2021
				Check Total:	496.10				
EP	BUNNELL, DONALD E000062	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015060	10/01/2021
				Check Total:	541.78				
EP	BURGNER, ARTHUR E000074	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015061	10/01/2021
				Check Total:	541.78				
EP	BUSSE, MICHAEL E000131	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,307.00	OCTOBER 21		00015062	10/01/2021

City of Placentia
Electronic Disbursement Register
For 09/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,307.00				
EP	CHANDLER, JOHN P E000109	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,399.00	OCTOBER 21		00015063	10/01/2021
				Check Total:	1,399.00				
EP	CHANG, ROBERT E000107	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,296.00	OCTOBER 21		00015064	10/01/2021
				Check Total:	1,296.00				
EP	COBBETT, GEOFFREY E000007	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015065	10/01/2021
				Check Total:	541.78				
EP	COOK, ARLENE M E000018	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015066	10/01/2021
				Check Total:	541.78				
EP	D'AMATO, ROBERT E000056	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	199.39	OCTOBER 21		00015067	10/01/2021
				Check Total:	199.39				
EP	DAVID, PRESTON E000112	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015068	10/01/2021
				Check Total:	541.78				
EP	DAVIS, CAROLYN E000005	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015069	10/01/2021
				Check Total:	541.78				
EP	DEAN, ANDREW E000135	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,817.00	OCTOBER 21		00015070	10/01/2021
				Check Total:	1,817.00				
EP	DELOS SANTOS, JAMIE E000045	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015071	10/01/2021
				Check Total:	541.78				
EP	DICKSON, ROBERTA JO	OCT MEDICAL REIMBURSEMENT	395083-5161	ACH100121	199.39	OCTOBER 21		00015072	10/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000011		Health Insurance Premiums						
				Check Total:	199.39				
EP	DOWNEY, CAROL E000082	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015073	10/01/2021
				Check Total:	541.78				
EP	ECKENRODE, NORMAN E000029	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015074	10/01/2021
				Check Total:	541.78				
EP	ESCOBOSA, LILLIAN E000055	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015075	10/01/2021
				Check Total:	541.78				
EP	ESPINOZA, ROSALINDA E000016	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	579.00	OCTOBER 21		00015076	10/01/2021
				Check Total:	579.00				
EP	FRICKE, JUERGEN E000075	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	879.00	OCTOBER 21		00015077	10/01/2021
				Check Total:	879.00				
EP	FULLER, GLENN H E000081	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	879.00	OCTOBER 21		00015078	10/01/2021
				Check Total:	879.00				
EP	GALLANT, KAREN E000008	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015079	10/01/2021
				Check Total:	541.78				
EP	GARNER, JO ANN E000047	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015080	10/01/2021
				Check Total:	541.78				
EP	GARNER, KITTY E000080	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	884.44	OCTOBER 21		00015081	10/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	884.44				
EP	GRIMM, DENNIS L E000042	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	592.00	OCTOBER 21		00015082	10/01/2021
				Check Total:	592.00				
EP	HOLTSCRAW, KATHERINE E000121	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	526.77	OCTOBER 21		00015083	10/01/2021
				Check Total:	526.77				
EP	IRVINE, SUZETTE E000019	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015084	10/01/2021
				Check Total:	541.78				
EP	JENKINS, ROBERT E000084	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	556.94	OCTOBER 21		00015085	10/01/2021
				Check Total:	556.94				
EP	JOHNSON, SHARON E000099	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	199.39	OCTOBER 21		00015086	10/01/2021
				Check Total:	199.39				
EP	JONES, ROBERT E000053	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	168.56	OCTOBER 21		00015087	10/01/2021
				Check Total:	168.56				
EP	JUAREZ, JANET E000134	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	168.56	OCTOBER 21		00015088	10/01/2021
				Check Total:	168.56				
EP	JUDD, TERRELL E000115	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	879.47	OCTOBER 21		00015089	10/01/2021
				Check Total:	879.47				
EP	KIRKLAND, RICHARD L E000110	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	168.56	OCTOBER 21		00015090	10/01/2021
				Check Total:	168.56				
EP	LITTLE, DIANE M	OCT MEDICAL REIMBURSEMENT	395083-5161	ACH100121	592.00	OCTOBER 21		00015091	10/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000098		Health Insurance Premiums						
				Check Total:	592.00				
EP	LOOMIS, CORINNE E000122	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	531.69	OCTOBER 21		00015092	10/01/2021
				Check Total:	531.69				
EP	LOWREY, B J E000041	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	370.00	OCTOBER 21		00015093	10/01/2021
				Check Total:	370.00				
EP	MAERTZWEILER, MICHAEL E000032	NOV MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015094	10/01/2021
				Check Total:	541.78				
EP	MANNING, VEDA M E000063	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	199.39	OCTOBER 21		00015095	10/01/2021
				Check Total:	199.39				
EP	MILANO, JAMES E000054	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015096	10/01/2021
				Check Total:	541.78				
EP	MILLER, RICHARD E000106	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,131.00	OCTOBER 21		00015097	10/01/2021
				Check Total:	1,131.00				
EP	MOORE, LARRY W E000044	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	199.39	OCTOBER 21		00015098	10/01/2021
				Check Total:	199.39				
EP	OLEA, ARLENE J E000014	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015099	10/01/2021
				Check Total:	541.78				
EP	PALMER, GEORGE E000094	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,151.00	OCTOBER 21		00015100	10/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,151.00				
EP	PASCARELLA, RICHARD E000129	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,751.00	OCTOBER 21		00015101	10/01/2021
				Check Total:	1,751.00				
EP	PASCUA, RAYNALD E000114	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,734.00	OCTOBER 21		00015102	10/01/2021
				Check Total:	1,734.00				
EP	PASPALL, MIHAJLO E000085	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	480.12	OCTOBER 21		00015103	10/01/2021
				Check Total:	480.12				
EP	PEREZ, ROBERT E000111	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	168.56	OCTOBER 21		00015104	10/01/2021
				Check Total:	168.56				
EP	PICHON, WALTER E000103	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	238.25	OCTOBER 21		00015105	10/01/2021
				Check Total:	238.25				
EP	PINEDA, MATEO E000127	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	505.96	OCTOBER 21		00015106	10/01/2021
				Check Total:	505.96				
EP	PISCHEL, STEPHEN E000130	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,301.00	OCTOBER 21		00015107	10/01/2021
				Check Total:	1,301.00				
EP	POINT, ERIC E000133	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,817.00	OCTOBER 21		00015108	10/01/2021
				Check Total:	1,817.00				
EP	REDIFER, KIM R E000022	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	879.00	OCTOBER 21		00015109	10/01/2021
				Check Total:	879.00				
EP	RENDEN, BRIAN	OCT MEDICAL REIMBURSEMENT	395083-5161	ACH100121	889.45	OCTOBER 21		00015110	10/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000083		Health Insurance Premiums						
				Check Total:	889.45				
EP	REYES, ROGER T E000024	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015111	10/01/2021
				Check Total:	541.78				
EP	REYNOLDS, MATTHEW E000132	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	531.69	OCTOBER 21		00015112	10/01/2021
				Check Total:	531.69				
EP	RICE, RUSSELL J E000059	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,399.00	OCTOBER 21		00015113	10/01/2021
				Check Total:	1,399.00				
EP	RISHER, THOMAS A E000013	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015114	10/01/2021
				Check Total:	541.78				
EP	RIVERA, AIDA E000026	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	199.39	OCTOBER 21		00015115	10/01/2021
				Check Total:	199.39				
EP	ROACH, MICHAEL E000105	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,399.00	OCTOBER 21		00015116	10/01/2021
				Check Total:	1,399.00				
EP	ROBB, SANDRA E000043	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015117	10/01/2021
				Check Total:	541.78				
EP	ROSE, RICHARD D E000050	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,013.04	OCTOBER 21		00015118	10/01/2021
				Check Total:	1,013.04				
EP	SALE, LEE R E000031	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015119	10/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	541.78				
EP	SANCHEZ, LAURA E000058	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	199.39	OCTOBER 21		00015120	10/01/2021
				Check Total:	199.39				
EP	SCHLIEDER, BEVERLY E000120	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	884.44	OCTOBER 21		00015121	10/01/2021
				Check Total:	884.44				
EP	SMITH, WARD E000128	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,356.00	OCTOBER 21		00015122	10/01/2021
				Check Total:	1,356.00				
EP	SOMOYA, JOHN P E000089	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	879.00	OCTOBER 21		00015123	10/01/2021
				Check Total:	879.00				
EP	SOTO, PHILIP J E000052	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	541.78	OCTOBER 21		00015124	10/01/2021
				Check Total:	541.78				
EP	SPRAGUE, GARY A E000064	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,307.00	OCTOBER 21		00015125	10/01/2021
				Check Total:	1,307.00				
EP	STEPHEN, JEFFREY E000119	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,253.11	OCTOBER 21		00015126	10/01/2021
				Check Total:	1,253.11				
EP	TAYLOR, DAVID M E000088	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	582.00	OCTOBER 21		00015127	10/01/2021
				Check Total:	582.00				
EP	TAYLOR, LINDA E000126	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	579.00	OCTOBER 21		00015128	10/01/2021
				Check Total:	579.00				
EP	THOMANN, DARYLL L	OCT MEDICAL REIMBURSEMENT	395083-5161	ACH100121	541.78	OCTOBER 21		00015129	10/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000101		Health Insurance Premiums						
				Check Total:	541.78				
EP	TRIFOS, WILLIAM E000104	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,445.00	OCTOBER 21		00015130	10/01/2021
				Check Total:	1,445.00				
EP	VALENTINE, THOMAS E000118	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	592.00	OCTOBER 21		00015131	10/01/2021
				Check Total:	592.00				
EP	VERSTYNEN, WILLIAM E000092	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	168.56	OCTOBER 21		00015132	10/01/2021
				Check Total:	168.56				
EP	WAHL, KATHLEEN A E000030	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	199.00	OCTOBER 21		00015133	10/01/2021
				Check Total:	199.00				
EP	WIEST, STEPHEN E000079	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	542.00	OCTOBER 21		00015134	10/01/2021
				Check Total:	542.00				
EP	WORDEN, LARRY M E000116	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	592.00	OCTOBER 21		00015135	10/01/2021
				Check Total:	592.00				
EP	YAMAGUCHI, BRIAN E000123	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,356.00	OCTOBER 21		00015136	10/01/2021
				Check Total:	1,356.00				
EP	ZINN, JOHN E000009	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH100121	1,196.68	OCTOBER 21		00015137	10/01/2021
				Check Total:	1,196.68				
EP	ICMA RETIREMENT TRUST V000496	PE 09/18/21 PD 09/24/21	0029-2170 Deferred Comp Payable - ICMA	PY21019	30.50	PR2101019		00015138	09/29/2021
EP	ICMA RETIREMENT TRUST	PE 09/18/21 PD 09/24/21	0037-2170	PY21019	159.75	PR2101019		00015138	09/29/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V000496		Deferred Comp Payable - ICMA						
EP	ICMA RETIREMENT TRUST V000496	PE 09/18/21 PD 09/24/21	0048-2170 Deferred Comp Payable - ICMA	PY21019	338.00	PR2101019		00015138	09/29/2021
EP	ICMA RETIREMENT TRUST V000496	PE 09/18/21 PD 09/24/21	0010-2170 Deferred Comp Payable - ICMA	PY21019	23,263.69	PR2101019		00015138	09/29/2021
EP	ICMA RETIREMENT TRUST V000496	PE 09/18/21 PD 09/24/21	0050-2170 Deferred Comp Payable - ICMA	PY21019	473.30	PR2101019		00015138	09/29/2021
EP	ICMA RETIREMENT TRUST V000496	PE 09/18/21 PD 09/24/21	0054-2170 Deferred Comp Payable - ICMA	PY21019	87.43	PR2101019		00015138	09/29/2021
				Check Total:	24,352.67				
EP	PLACENTIA FIREFIGHTERS V011878	PE 09/18/21 PD 09/24/21	0010-2178 Placentia Police Assoc Dues	PY21019	665.00	PR2101019		00015139	09/29/2021
				Check Total:	665.00				
EP	PLACENTIA POLICE V000839	PE 09/18/21 PD 09/24/21	0010-2180 Police Mgmt Assn Dues	PY21019	784.73	PR2101019		00015140	09/29/2021
EP	PLACENTIA POLICE V000839	PE 09/18/21 PD 09/24/21	0050-2180 Police Mgmt Assn Dues	PY21019	19.41	PR2101019		00015140	09/29/2021
				Check Total:	804.14				
EP	PLACENTIA POLICE V003519	PE 09/18/21 PD 09/24/21	0010-2178 Placentia Police Assoc Dues	PY21019	3,119.71	PR2101019		00015141	09/29/2021
EP	PLACENTIA POLICE V003519	PE 09/18/21 PD 09/24/21	0050-2178 Placentia Police Assoc Dues	PY21019	65.89	PR2101019		00015141	09/29/2021
				Check Total:	3,185.60				
				Type Total:	90,864.56				
				Check Total:	90,864.56				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / SUPPORT AND EMERGENCY SERVICES

DATE: OCTOBER 5, 2021

SUBJECT: **MAKING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE "TELEPHONIC" MEETINGS DURING THE STATE OF EMERGENCY**

FISCAL
IMPACT: None

SUMMARY:

On Friday, September 17, 2021, the Governor signed Assembly Bill (AB) 361. Because the bill contained urgency findings, the law is now in effect. AB-361 allows local agencies to continue to conduct remote ("Zoom") meetings during a declared state of emergency, provided local agencies comply with specified requirements. Absent this legislation, local agencies would have had to return to traditional meetings beginning on October 1, 2021.

Starting October 1, 2021 and running through the end of 2023, to participate in remote meetings, public agencies must comply with the requirements of new subsection (e) of Government Code section 54953. By majority vote the City Council must determine that "as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees," and that a state of emergency remains active and continues to directly impact the ability of the members to meet safely in person.

Staff recommends that both the initial determination, and all subsequent determinations be made by City Council resolution. Resolution R-2021-XX, (Attachment 1) would provide the initial determination.

RECOMMENDATION:

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

Approve Resolution R-2021-57, a Resolution of the City Council of the City of Placentia, California, making the legally required findings to authorize the conduct of remote "telephonic" meetings during the state of emergency.

1. d.
Oct. 5, 2021

DISCUSSION:

On March 4, 2020, Governor Newsom declared a state of emergency. That declaration is still in effect. Since March 12, 2020, Executive Orders from the Governor have relaxed various Brown Act meeting requirements to allow remote meetings and to temporarily suspended the Brown Act provisions requiring the physical presence of members at the public meetings. The most recent extension of that authorization expired at the end of September 2021.

Starting October 1, 2021 and running through the end of 2023, to participate in remote meetings, public agencies must comply with the requirements of new subsection (e) of Government Code section 54953.

The first remote public meeting of a legislative body on or after October 1, 2021 is allowed only if it is during a state of emergency proclaimed by the Governor, and at least one of the following is true:

1. State or local officials have imposed or recommended measures to promote social distancing; or
2. The legislative body is holding a meeting for the purpose of determining “whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” That is, the legislative body will be determining whether there is such risk; or
3. By “majority vote” the legislative body determines that “as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” That is, the legislative body already determined there is such risk.

Any time after the first remote meeting of the legislative body, it can meet remotely if both of the following apply:

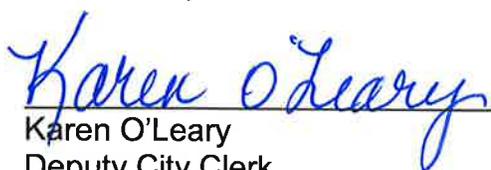
1. State/local emergency/social distancing. Either:
 - a. “A state of emergency remains active;” or
 - b. State or local officials have imposed or recommended measures to promote social distancing;” and
2. 30 days. Within the last 30 days (which vote may occur at that meeting) the legislative body has made the following findings by majority vote:
 - a. The legislative body has reconsidered the circumstances of the state of emergency; and
 - b. Any of the following circumstances exist:
 - i. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 - ii. State or local officials continue to impose or recommend measures to promote social distancing.

Subsection (e)(3) of Government Code section 54953 states that after the legislative body makes this determination, the legislative body must make this determination “every 30 days thereafter.”

Once the City Council has made the initial determination to conduct remote meetings, the City Attorney and Staff recommend that for each subsequent meeting (until there is no longer a desire to meet remotely), the City Council approve a Consent Calendar item to make the legally required finding described in subsection (e)(3), and thereby allow the City Council and all boards, commissions, and committees to continue to meet remotely.

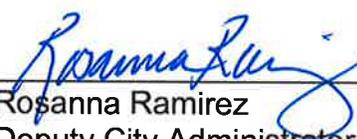
Although it is not legally required, Staff recommends that both the initial determination, and all subsequent determinations be made by City Council resolution. Resolution R-2021-57, (Attachment 1) would provide the initial determination and Staff will submit a Consent Calendar Item with a resolution for each subsequent determination.

Prepared by:



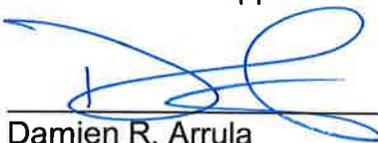
Karen O'Leary
Deputy City Clerk

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution R-2021-57 – Authorizing Remote Meeting Participation

RESOLUTION NO. R-2021-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, MAKING THE LEGALLY REQUIRED FINDINGS TO AUTHORIZE THE CONDUCT OF REMOTE "TELEPHONIC" MEETINGS DURING THE STATE OF EMERGENCY

A. Recitals.

(i). On March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency.

(ii). On September 17, 2021, Governor Newsom signed AB-361, which bill went into immediate effect as urgency legislation.

(iii). AB-361 added subsection (e) to Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings.

(iv). As of September 19, 2021, the COVID-19 pandemic has killed more than 67,612 Californians.

(v). Social distancing measures remain to decrease the chance of the spread of COVID-19.

(vi). It is appropriate for this body to make the findings specified in subsection (e)(1) of section 54953, to thereby authorize this body and subservient bodies of boards, commissions, and committees to meet remotely.

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. This legislative body finds that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The City Council of the City of Placentia authorizes this body and its subservient bodies of boards, commissions, and committees of the City to which the Brown Act applies to meet remotely.

4. 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 5th day of October, 2021.

Craig S. Green, 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 5th day of October, 2021 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF DEVELOPMENT SERVICES
DATE: SEPTEMBER 21, 2021
SUBJECT: UPDATE RELATED TO THE TIMING OF FEE COLLECTION OF CITYWIDE DEVELOPMENT IMPACT FEES, TRANSIT ORIENTED DEVELOPMENT PACKINGHOUSE DISTRICT DEVELOPMENT IMPACT FEES, AND RESIDENTIAL AFFORDABLE HOUSING IMPACT FEES FOR COST RECOVERY

SECOND READING AND ADOPTION	
Ord No. <u>O-2021-08</u>	Date <u>10/05/2021</u> Item No. <u>1.e.</u>
First reading approved on <u>09/21/2021</u> (Date)	
Reviewed and Approved:	
Department Head	<i>[Signature]</i>
Deputy City Clerk	<i>[Signature]</i>

FISCAL

IMPACT: These Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions.

SUMMARY:

The City's Development Impact Fees program ("DIF") was first established in the early 1970's when much of the City was undeveloped. The City's costs for infrastructure have significantly increased over that period of time; however, the City's DIFs were not updated regularly to adequately cover said infrastructure costs, thus requiring the General Fund to subsidize infrastructure improvements or in some cases, the improvements that are not conducted by a developer. In April 2017, the City Council approved the Transit-Oriented Development ("TOD") Packinghouse District Plan which will result in impacts to City services that the new development will create and identifies mitigation measures and costs associated with mitigating those impacts. Furthermore, since the inception of the DIF program, the City has adopted a succession of State certified Housing Elements, which outlines goals, one of which is to provide more affordable housing opportunities to its residents.

In 2017, to address the aforementioned lack of infrastructure funding citywide and within the TOD District, and the lack of funds related to implementing the required Housing Element citywide, the City prepared new development impact fee nexus studies ("Studies") for the purpose of updating DIFs. The result was an update to the existing citywide DIF program, the creation of a TOD DIF program, and the creation of a Housing Impact Fee program (collectively, "DIFs").

In March 2021, City Council adopted an Ordinance and Resolutions updating the DIF program, largely resulting in adjustments to the 2017 DIFs, increasing each fee by the Construction Cost Index ("CCI") as recommended by the three (3) 2017 studies. Further refinements included

1. e.
Oct. 5, 2021

2. d.
Sept. 21, 2021

addressing DIFs as they relate to Accessory Dwelling Units (“ADUs”) pursuant to recent State law, and an adjustment to reinstatement of Storm Drain Acreage Fees for Area G.

The March 2021 Ordinance (Ordinance No. O-2021-02) set forth the method of future annual updates to the DIF program. That Ordinance also clarified that DIFs are due at first development permit, generally defined as the first grading or building permit issued for a given development. Prior to the implementation of Ordinance No. O-2021-02, DIFs were generally collected at first building permit, however, the language in the Placentia Municipal Code (PMC) was somewhat ambiguous.

Subsequent to the adoption of Ordinance No. O-2021-02, at the April 20, 2021 City Council meeting, Staff was directed to research the City’s current DIF program and poll other jurisdictions to collect data regarding when DIFs are payable in those jurisdictions. On July 20, 2021, City Council conducted a Study Session and directed Staff to allow the phasing of payment of DIFs and to require that DIFs shall be paid at issuance of first building permit.

RECOMMENDATION:

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

1. Open the public hearing concerning the timing of collection of Citywide Development Impact Fees, Transit-Oriented Development (“TOD”) Packing House Development Impact Fees, and the Residential Affordable Housing Impact Fees; and
2. Receive the staff report, consider all public testimony, ask questions of Staff; and
3. Close the public hearing; and
4. Find that the recommended actions are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(4), 15061(b)(3), and 15273 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2021-08, an Ordinance of the City Council of the City of Placentia, California, amending Title 5 (Schedule of Fees), specifically Chapter 5.02 (Citywide Development Impact Fees), Chapter 5.03 (Transit Oriented Development [TOD] Development Impact Fees) and Chapter 5.30 (Affordable Housing Fees for Residential Developments) related to the collection of Development Impact Fees.

DISCUSSION:

DIFs are a commonly used method of collecting a proportional share of funds from new development for infrastructure improvements and/or other public facilities capital improvements that would be needed as a result of the new development. These fees are seen as a funding source for the aforementioned future required infrastructure costs as opposed to the General Fund

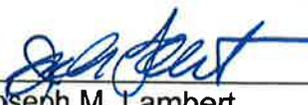
and are therefore seen as cost recovery in nature. With rare exceptions, DIFs are one-time funds restricted to funding capital costs for new facilities or upgrades to existing facilities and are not used for annual operations and/or maintenance. Impact fees may only be imposed upon new development, and the fee proceeds must be expended upon improvements needed as a result of the new development.

Previous to March 2021, the PMC stated that DIFs shall be collected prior to the issuance of building or development permits, whichever occurs later, but there was no definition of "Development Permit." The PMC was amended in March 2021 to state that DIFs shall be collected prior to the issuance of the first building or development permit, and the term "Development Permit" was defined to include grading and site improvement permits. At that time, the Deputy City Attorney indicated that there are no legal issues with the clarified DIF collection language established as part of the March 2021 DIF update.

At the meeting of March 2, 2021, City Council also directed Staff to update the Public Safety Impact fee after the completion and analysis of one (1) year's worth of operation subsequent to July 1, 2021. With the addition of a full-service fire department and all of the associated capital costs to maintain and/or upgrade the stations and/or equipment, Staff will need to work with consultants to update the Public Safety Impact fee. Staff has begun meeting internally regarding the future update(s) to the Public Safety Impact fee.

Subsequent to the adoption of Ordinance No. O-2021-02, at the April 20, 2021 City Council meeting, Staff was directed to research the City's current DIF program and poll other jurisdictions to collect data regarding when DIFs are payable in those jurisdictions. On July 20, 2021, City Council conducted a Study Session and directed Staff to allow the phasing of DIF payments and to require that DIFs shall be paid at issuance of first building permit. The attached draft ordinance codifies said Council direction.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Minutes Excerpt from July 20, 2021 City Council Meeting
2. Ordinance No. O-2021-08 – Amending PMC Title 5

ORDINANCE NO. O-2021-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING TITLE 5 (SCHEDULE OF FEES), SPECIFICALLY CHAPTER 5.02 (CITYWIDE DEVELOPMENT IMPACT FEES), CHAPTER 5.03 (TRANSIT ORIENTED DEVELOPMENT [TOD] DEVELOPMENT IMPACT FEES) AND CHAPTER 5.30 (AFFORDABLE HOUSING FEES FOR RESIDENTIAL DEVELOPMENTS) RELATED TO THE COLLECTION OF DEVELOPMENT IMPACT FEES

City Attorney Summary

This Ordinance would add amend Title 5 (Schedule of Fees) of the City of Placentia Municipal Code amending certain provisions of Chapter 5.02 (Citywide Development Impact Fees), Chapter 5.03 (Transit Oriented Development (TOD) Development Impact Fees) And Chapter 5.30 (Affordable Housing Fees for Residential Developments) related to the methodology and timing of the collection of Development Impact Fees set forth in Title 5 of the Placentia Municipal Code.

A. RECITALS

WHEREAS, the continuing growth of the City of Placentia ("City"), combined with the expectation of high-quality services by persons who live and work in the City, and reductions by the State of California in property tax allocations to local governments have been catalysts for the review of the City's existing and future public facilities and services made necessary by new development.

WHEREAS, pursuant to Government Code Section 66000 et seq., ("Mitigation Fee Act") the City is empowered to impose fees and other exactions to provide necessary public facilities required to mitigate the negative effects of new development in the City.

WHEREAS, pursuant to Government Code Sections 66477 et seq., ("Subdivision Map Act"), the City is empowered to require the dedication of land or impose a requirement of the payment of fees in lieu thereof, or a combination of both, for park or recreational purposes as a condition to the approval of a tentative map or parcel map.

WHEREAS, public facilities, land, and safety impact fees are needed to provide adequate community services.

WHEREAS, it is fair and equitable for new development to pay its fair share and contribute to the financing, acquisition and establishment of such facilities, open space, and public safety endeavors to enable the City to provide necessary public services to new residents, businesses and their employees.

WHEREAS, it is fair and equitable for new development in the TOD Area to pay its fair share and contribute to the financing, acquisition and establishment of such facilities, and public safety measures to enable the City to provide necessary public services to new residents, businesses and their employees.

WHEREAS, it is fair and equitable for new development to pay its fair share and contribute to the financing, acquisition and establishment of affordable housing to mitigate the housing impacts associated with new market-rate units in the city and the justified affordable housing fees to mitigate those impacts.

WHEREAS, detailed descriptions of each of the facilities, their approximate location, size, approximate time of availability and their estimated costs are set forth in a document entitled "General Plan;"

WHEREAS, copies of the 2017 Development Impact Fee Nexus Study Reports related to Citywide Development Impact Fees, Transit Oriented Development (TOD) Development Impact Fees, Affordable Housing Impact Fees, and the General Plan are on file in the City Clerk's office and have been and are currently available for public review in accordance with state law, as more fully described below.

WHEREAS, this levying of development impact fees has been reviewed by staff in accordance with the California Environmental Quality Act ("CEQA") and the CEQA Guidelines and the City of Placentia Local Guidelines for implementing CEQA and it has been determined that the adoption of this Ordinance is exempt from CEQA pursuant to Sections 15378(b)(4), 15061(b)(3), and 15273 of the CEQA Guidelines, Section 21065 of the Public Resources Code and the City of Placentia Local Guidelines for implementing CEQA. The intent of the Master Facilities Plan, Nexus Study and proposed fees is to provide a means of mitigating some of the potential environmental impacts which have been identified in planning efforts for anticipated future growth of the City. Specific environmental studies are required to be performed for each project that requires further review under CEQA prior to approval of the specific project.

WHEREAS, the City has: 1) made available to the public, at least ten days prior to its public hearing, data indicating the estimated cost required to provide the facilities and infrastructure for which these development fees are levied and the revenue sources anticipated to provide those facilities and infrastructure; 2) mailed notice at least fourteen days prior to this meeting to all interested parties who have requested notice of new or increased development fees; and 3) held a duly noticed, regularly scheduled public hearing on September 21, 2021, at which time oral and written testimony was received regarding the proposed fees; and

WHEREAS, the City Council has reviewed and considered the staff report, the 2017 Impact Fee Nexus Study Reports, the Appendix, the General Plan and all oral and written testimony.

B. ORDINANCE

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

Section 1. The City Council of the City of Placentia hereby adopts the findings set forth in the recitals to this Ordinance.

Section 2. Title 5 of the Placentia Municipal Code (Schedule of Fees) is hereby amended as follows:

“5.02.040 Imposition of fees.

A. Development impact fees shall be imposed on:

1. New development; and
2. Conversions, as provided in this chapter.

B. Development impact fees shall be paid by the owner of the property on which new development or conversion is to occur. The fees for a new development or conversion shall be collected by the City in full prior to the issuance of the first building or development permit(s) for such development or conversion, whichever occurs first, unless payment at a later time is mandated by Government Code Section 66007. If a building permit(s) is not required for a new development or conversion, payment of development impact fees shall be collected in full by the City prior to the issuance of the first development permit(s) for such development or conversion, unless payment at a later time is mandated by Government Code Section 66007. Development impact fees for new developments that include a subdivision map with multiple buildings approved as part of the development shall be allowed to pay City development impact fees in phases prior to the issuance of the first building permit of each phase if requested in writing by the developer. This arrangement shall require either a development agreement or a fee deferral agreement on a form approved by the Director of Development Services or designee. Payment of said fees in phases concurrent with the issuance of the first building permit of each phase pursuant to a development agreement or fee deferral agreement must be requested by the owner or developer concurrently with the entitlement(s) being considered by the same approval body that is considering the development (e.g., City Council or Planning Commission).

C. Except as otherwise provided herein, square footage of residential and nonresidential buildings shall be measured by exterior dimensions. Unfinished attics, crawlspaces, and basements shall not be assessed until converted and finished as usable floor space.

D. A building or structure consisting of non-usable floor space, e.g., a garage, carport or storage shed, shall not be deemed to be part of the residential building for the purpose of determining the square footage of the residential building. Such ancillary structures shall require the payment of storm drainage and public safety impact fees; additional impact fees shall not be required until converted to usable floor space.

E. Each single-family residential unit within a multifamily residential building or development project shall be deemed to be a separate building for which a fee is imposed and shall be paid.

F. Additions to an existing building shall be deemed to occur whenever the amount of usable floor space is increased, or whenever new building space is constructed where no structures existed as part of the existing building, whether or not the total building floor area is increased by the new construction.

G. The first seventy (70) square feet of additions or conversions to an existing building in a two-year period shall be exempt from all fees except public safety impact fees and storm drainage impact fees.

H. No development impact fee shall be imposed more than once for the same floor space.

I. Each tenant space in a multi-use building or development project shall be deemed to be a separate use for which a fee is imposed and shall be paid.”

“5.03.040 Imposition of fees.

A. Development impact fees shall be imposed on:

1. New development; and
2. Conversions, as provided in this chapter.

B. Development impact fees shall be paid by the owner of the property on which new development or conversion is to occur. The fees for a new development or conversion

shall be collected by the City in full prior to the issuance of the first building or development permit(s) for such development or conversion, ~~whichever occurs first~~, unless payment at a later time is mandated by Government Code Section 66007. If a building permit(s) is not required for a new development or conversion, payment of development impact fees shall be collected in full by the City prior to the issuance of the first development permit(s) for such development or conversion, unless payment at a later time is mandated by Government Code Section 66007. Development impact fees for new developments that include a subdivision map with multiple buildings approved as part of the development shall be allowed to pay City development impact fees in phases prior to the issuance of the first building permit of each phase if requested in writing by the developer. This arrangement shall require either a development agreement or a fee deferral agreement on a form approved by the Director of Development Services or designee. Payment of said fees in phases concurrent with the issuance of the first building permit of each phase pursuant to a development agreement or fee deferral agreement must be requested by the owner or developer concurrently with the entitlement(s) being considered by the same approval body that is considering the development (e.g., City Council or Planning Commission).

C. Except as otherwise provided herein, square footage of residential and nonresidential buildings shall be measured by exterior dimensions. Unfinished attics, crawlspaces, and basements shall not be assessed until converted and finished as usable floor space.

D. A building or structure consisting of non-usable floor space, e.g., a garage, carport or storage shed, shall not be deemed to be part of the residential building for the purpose of determining the square footage of the residential building. Such ancillary structures shall require the payment of storm drainage and public safety impact fees; additional impact fees shall not be required until converted to usable floor space.

E. Each single-family residential unit within a multifamily residential building or development project shall be deemed to be a separate building for which a fee is imposed and shall be paid.

F. Additions to an existing building shall be deemed to occur whenever the amount of usable floor space is increased, or whenever new building space is constructed where no structures existed as part of the existing building, whether or not the total building floor area is increased by the new construction.

G. The first seventy (70) square feet of additions or conversions to an existing building in a two-year period shall be exempt from all fees except public safety impact fees and storm drainage impact fees.

H. No development impact fee shall be imposed more than once for the same floor space.”

“5.30.040 Residential affordable housing impact fees.

A. Residential affordable housing impact fees are hereby established for all residential development projects. The schedule of the Residential affordable housing impact fees imposed by this Chapter shall be established and adjusted from time to time by resolution of the city council. The impact fees shall not exceed the cost of mitigating the impact of residential development projects on the need for affordable housing in the city.

B. Payment of the impact fees shall be due in full at prior to the issuance of the first building or development permit(s), whichever is issued first for the development. The fees shall be calculated based on the fee schedule in effect at the time the first building permit or development permit is issued. If a building permit(s) is not required for a development, payment of development impact fees shall be collected in full by the City prior to the issuance of the first development permit(s) for such development. The fees shall be calculated based on the fee schedule in effect at the time the first development permit is issued. Development impact fees for new developments that include a subdivision map with multiple buildings approved as part of the development shall be allowed to pay impact fees in phases prior to the issuance of the first building permit of each phase if requested in writing by the developer. This arrangement shall require either a development agreement or a fee deferral agreement on a form approved by the Director of Development Services or designee. Payment of said fees in phases concurrent with the issuance of the first building permit of each phase pursuant to a development agreement of fee deferral agreement must be requested by the owner or developer concurrently with the entitlement(s) being considered by the same approval body that is considering the development (e.g., City Council or Planning Commission).

C. For for-sale development projects that trigger an affordable unit requirement with a decimal fraction of less than one-half, the developer shall either build one additional affordable unit or pay an impact fee equal to the decimal fraction multiplied by the residential affordable housing impact fee for the for-sale residential project.

D. "The fees established in Chapter 5.30 shall be automatically adjusted annually commensurate with changes in construction costs. Therefore, the fees shall be automatically adjusted annually effective every July 1 by an amount equal to the percentage change in the Construction Cost Index for Los Angeles as published by the Engineering News-Record, or its successor publication for the preceding twelve months. The annual fee adjustment shall be based on April to April Construction Cost Index for Los Angeles as published by the Engineering News-Record for the preceding twelve months, with the exception of the 2022 fee update which shall be based on February 2021 to April 2022 Construction Cost Index for Los Angeles as published by the Engineering News-Record."

Section 3. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 4 If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Placentia hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

Section 5. The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 21st day of September 2021.

PASSED, APPROVED AND ADOPTED this 5th day of October 2021.

Craig S. Green, 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 Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 21st day of September 2021, and adopted at a regular meeting of the City Council of the City of Placentia, held on the 5th day of October 2021 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: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: OCTOBER 5, 2021

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT TO DOUG MARTIN CONTRACTING COMPANY, INC. FOR THE FISCAL YEAR 2021-22 SLURRY SEAL PROJECT, CITY PROJECT NO. 1202**

FISCAL
IMPACT: EXPENSE: \$568,281.29 CONSTRUCTION CONTRACT AMOUNT
BUDGET: \$750,000.00 FY 2021-22 CIP PROJECT BUDGET
\$250,000.00 MEASURE U (791202-6740)
\$500,000.00 MEASURE M (181202-6740)

SUMMARY:

As a 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 Doug Martin Contracting Company, Inc. ("Doug Martin") for a slurry seal project consisting of approximately 1.66 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 removing and replacing approximately 1,000 square feet of damaged pavement, replacement of approximately 5,587 square feet of damaged sidewalk panels, replacement of damaged concrete curb and gutters, and replacement of all pavement striping and legends. The City was approached by the Southern California Gas Company with a planned service pipeline improvement project within the slurry seal project area. Because the Gas Company could not meet the City's street maintenance schedule to complete their pipeline repairs and maintenance ahead of the slurry seal application and the application of the City's Pavement Moratorium Ordinance, the Gas Company agreed to cover the entire cost of slurry sealing for almost half of the City's project area at their expense saving the City approximately \$400,000.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the construction plans, documents, and technical specifications prepared by the City Engineer for this project; and
2. Reject the bid submitted by American Asphalt South, Inc. as a non-responsive bid; and

1. f.
Oct. 5, 2021

3. Award a construction contract to Doug Martin Contracting Company, Inc. for the FY 2021-22 Slurry Seal Project No. 1202, for a not-to-exceed amount of \$568,281.29; and
4. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$56,828.13; and
5. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

As part of the City’s pavement rehabilitation and maintenance program, a residential slurry seal design package for the Fiscal Year (“FY”) 2021-22 Slurry Seal Project was prepared by the City Engineer. The scope of work for the Project entails the placement of approximately 1.66 million square feet of rubberized slurry sealant on residential roadways in addition to removing and replacing approximately 1,000 square feet of damaged pavement, replacement of approximately 5,587 square feet of damaged sidewalk panels, replacement of damaged concrete curb and gutters, and replacement of all pavement striping and legends. The Southern California Gas Company approached the City with a planned service pipeline repair and maintenance project; however, the Gas Company would not be able to meet the City’s pavement maintenance schedule and complete their work ahead of the slurry seal application and the subsequent application of the City’s Pavement Moratorium Ordinance. The Gas Company has agreed to cover the cost of slurry sealing almost half of the City’s project area as part of their pipeline project saving the City approximately \$400,000. A project area map (Attachment 1) is attached for reference.

Slurry seal applications are an integral part of any pavement maintenance program and critical to extending the useful service life of roadway pavement. On July 23, 2021, the City issued a public Notice Inviting Bids for this project and a total of four (4) bids were received on August 19th, 2021:

Contractor	Bid Amount
American Asphalt South, Inc.	\$478,667.18
Doug Martin Contracting Company	\$568,281.29
All American Asphalt	\$623,450.95
Roy Allan Slurry Seal Inc.	\$663,616.67

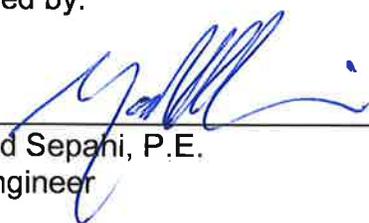
The apparent lowest bid was received from American Asphalt. Staff conducted a thorough review of American Asphalt’s bid documents and after consultation with the City Attorney’s Office, it was determined that American Asphalt’s bid was non-responsive. American Asphalt submitted a bid based upon a lower quality slurry seal mix specification which was not approved by the City and does not meet the design requirements of this project. American Asphalt also altered the official bid document. Staff reviewed and analyzed the next lowest bid submitted by Doug Martin and found their bid to be responsive to the City’s bid specifications for this project. In addition, Staff conducted a reference check on Doug Martin and received favorable reviews from the Cities they have worked for in the past on similar projects. Accordingly, Staff determined that Doug Martin is the lowest responsive, responsible bidder for this project. Based upon its evaluation of the bids

received, Staff recommends the City Council award a construction contract to Doug Martin for the FY 2021-22 Slurry Seal Project No. 1202.

FISCAL IMPACT:

The total construction cost for the FY 2021-22 Slurry Seal Project amounts to \$625,109.42. This cost consists of the bid amount submitted by Doug Martin in the amount of \$568,828.29 and a construction contingency in the amount of \$56,828.13. A total of \$750,000 in Measure U and Measure M funds was budgeted as part of the FY 2021-22 Capital Improvement Project ("CIP") Budget for this project. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



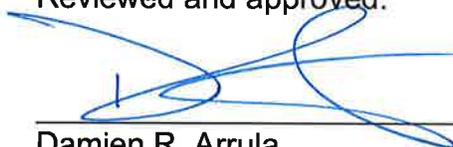
Jessica Brown
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Project Area Map
2. Construction Contract with Doug Martin Contracting Company

FY 2021-22 Slurry Seal Project



**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
DOUG MARTIN CONTRACTING COMPANY, INC**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 21st day of September, 2021 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Dough Martin Contracting Company, Inc (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of the residential slurry seal 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 Doug Martin Contracting Company a (California corporation, partnership, individual) located at 220 Foundation Avenue, La Habra, CA 90631
- (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 ten percent (10%) 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 ten percent (10%) of the Contract Sum 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 Five Hundred Sixty Eight Thousand Two Hundred and Eighty-One Dollars and Twenty Nine Cents (\$568,281.29) (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 September 21st, 2022, 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:

Dough Martin, 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, City Engineer

To Contractor: Doug Martin Contracting Company Inc
220 Foundation Avenue,
La Habra, CA 90631
Attn: Doug Martin, President

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

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

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

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

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

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

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

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

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

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

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe

and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

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

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

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

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

8.26 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole

benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

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, Deputy City
Administrator

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, City Engineer

Date: _____

DEPARTMENT APPROVAL:

Luis Estevez, 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 _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes___ No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

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: _____ ("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)

**CITY OF PLACENTIA
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to _____, a California corporation (hereinafter "Principal"), an Agreement, dated _____, 20____ ("Agreement") whereby Principal agreed to provide construction services including _____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars (\$_____) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

(Seal)

Project No. 1202

SURETY

By _____

ADDRESS

PRINCIPAL

By X _____

X _____

ADDRESS

APPROVED:

Two (2) Notarized Signatures required from all Corporations.

CITY ATTORNEY

INSTRUCTIONS

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

EXHIBIT A
SCOPE OF SERVICES

The scope of work for the slurry seal project entails the placement of approximately 1.66 million square feet of residential rubberized slurry pavement sealant in addition to approximately 1,000 square feet of damaged pavement, replacement of approximately 5,587 square feet of damaged sidewalk panels, replacement of damaged concrete curb and gutters, and replacement of all pavement striping and legends. All work must be completed in accordance with the project plans and specifications.

Project No. 1202

EXHIBIT B
SCHEDULE OF PERFORMANCE

All work under this contract to be completed within Sixty (60) working days from the issuance of the Notice to Proceed.

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

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

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate

of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

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

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the state of

California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- [REDACTED] The Certificate of Insurance shall include the following reference:
[REDACTED]
- 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. 1202

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of Insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, 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 or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

9P58214A

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|--|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. 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 by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

COMMERCIAL AUTO

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

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of SECTION II – LIABILITY COVERAGE:

(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.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of SECTION I – COVERED AUTOS:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.2., Limit Of Insurance, of SECTION III – PHYSICAL DAMAGE COVERAGE is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

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

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: 3R349417

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2021
Insured Doug Martin Contracting Co., Inc.

Policy No. 3R349417

Endorsement No. Premium

Insurance Company

Countersigned by [Signature]

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: OCTOBER 5, 2021

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION TO G2 CONSTRUCTION, INC. FOR THE CATCH BASIN SCREEN INSERT PROJECT PHASE 6, CITY PROJECT NO. 4101**

FISCAL
IMPACT: EXPENSE: \$197,972 TOTAL PROJECT COST
BUDGET: \$160,000 OCTA M2 ENVIRONMENTAL CLEAN-UP PROGRAM GRANT (184101-6185)
\$ 24,400 OLD STORM DRAIN CONSTRUCTION FUND BALANCE (254101-6185)
\$ 12,300 CITYWIDE STORM DRAIN IMPACT FEE FUND BALANCE (664101-6185)
\$ 3,300 FY 2021-22 OPERATING BUDGET (104101-6185)

SUMMARY:

On May 18, 2021, City Council awarded a contract to G2 Construction, Inc. ("G2") to install automatic retractable screens ("ARS") and connector pipe screens ("CPS") throughout the City. This project is funded by the Measure M2 Environmental Cleanup Program's Tier 1 Grant Catch Basin, Phase 6, in the amount of \$160,000, through Orange County Transportation Authority (OCTA). The City's matching cost is \$40,000. G2 installed 128 ARS and 77 CPS on City catch basins for a total amount of \$197,972. The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk Recorder's Office in the amount of \$197,972.

RECOMMENDATION:

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

1. Accept the work performed by G2 Construction, Inc. for construction of the OCTA M2 Environmental Cleanup Program Tier 1 Grant Catch Basin Insert Project, Phase 6, in the total amount of \$197,972; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk Recorder's Office for the Project; and

1. g.
Oct. 5, 2021

3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

DISCUSSION:

On April 7, 2015, the State Water Resources Control Board ("State Water Board") adopted an amendment to the currently implemented Water Quality Control Plan for the Ocean Waters of California ("Ocean Plan") and Part 1 Trash Provision of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries ("ISWEBE Plan"). Together, they are collectively referred to as "the Trash Amendments." These Trash Amendments are intended to provide Statewide consistency in regulating trash to protect aquatic life and public health and provide other beneficial uses, and to reduce environmental issues associated with trash in State waters. Litter discarded on land can be transported into gutters and storm drains and from there into creeks and rivers discharging into the ocean. The State Water Board has now defined trash to be a significant pollutant in California's waters and have made trash management in waterways a priority.

The State Water Board NPDES Permit regulating discharges into the City's storm drain system requires compliance with the Ocean Plan and these Trash Amendments. Owners and operators of municipal storm drain systems, such as the City, were given 10 years to demonstrate full compliance with the Trash Amendments by installing, operating, and maintaining full capture systems for all storm drain catch basins that capture runoff from priority land uses in their respective jurisdictions. Due to this unfunded State mandate, Staff has been pursuing grant funding opportunities such as these to the greatest extent possible.

The OCTA ECP Tier 1 Grant is designed to mitigate the more visible forms of pollutants, such as litter and debris, which collect upon the roadways and in the catch basins (storm drains) prior to being deposited in waterways. The ECP Tier 1 Grant consists of grant funding for Orange County local governments to purchase equipment and upgrades for existing catch basins and other related BMPs. Examples of qualifying projects include screens, filters, and inserts for catch basins, as well as other devices designed to remove the above-mentioned pollutants. To date, seven (7) Tier 1 calls for projects have been held. The City has previously successfully submitted for six (6) funding cycles and has been awarded a total of \$811,000 in Tier 1 Grant funding during the last 6 grant cycles.

On March 9, 2020, the OCTA Board authorized staff to issue the ECP, Tier 1 Fiscal Year 2020-21 call for projects. In June 2020, the City submitted a competitive grant application for Measure M2 – Environmental Cleanup Program funding (M2 Grant Funds) for the Project. On October 12, 2020, the OCTA Board approved funding in the amount of \$160,000 for the Project. The City maintains 563 storm water catch basins and has retrofitted 523 of them with G2 Construction's ARS CL12™ curb-opening automatic retractable screens ("ARS"), and CPS-Mod™ "full-capture" connector pipe screens ("CPS") during the past six (6) years. With Phase VI of this program now completed, approximately, 93% of the City's catch basins have been retrofitted. The City plans to add new installs annually until installation is complete and the statewide "full-capture" trash regulation mandate is met in full.

The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$197,972. Staff recommends approval of the Notice of Completion by the City Council to accept the project and release the retention to G2 Construction.

FISCAL IMPACT:

The City utilized \$160,000 from the OCTA M2 Environmental Cleanup Program Tier 1 Grant Program which required a 25% local match in which the City used \$12,300 from the Citywide Storm Drain Impact Fee Fund, \$24,400 from the Old Storm Drain Construction Fund, and \$3,300 from the General Fund to fulfill the match requirement.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Notice of Completion – G2 Construction

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name City Clerk
Street City of Placentia
Address 401 E. Chapman Ave.
City & Placentia, CA 92870
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

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

N/A

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

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

N/A

- 6. A work of improvement on the property hereinafter described was completed on September 21, 2021. The work done was:

The Catch Basin Insert Project Phase 6 - The project consisted of installation of automatic retractable screens for catch basin located within the City.

The name of the contractor, if any, for such work of improvement was G2 Construction, Inc.

- 7. 1352 E. Borchard Avenue, Santa Ana, CA 92705

5/18/2021

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

(Date of Contract)

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

County of Orange, State of California, and is described as follows: OCTA M2 Environmental Cleanup Program Tier 1 Grant Project Phase 6

- 9. The street address of said property is "none"

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

CITY OF PLACENTIA

Dated: 10/05/2021

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 (Date of Signature), at Placentia, California. (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: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: OCTOBER 5, 2021

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE CITYWIDE WAYFINDING SIGNAGE PROGRAM**

FISCAL

IMPACT: EXPENSE: \$ 88,000 PROFESSIONAL SERVICES AGREEMENT
BUDGET: \$ 100,000 FY 2021-22 CIP BUDGET
\$ 50,000 GENERAL FUND (109201-6770)
\$ 50,000 TOD STREETScape IMPACT FEE (729201-6770)

SUMMARY:

Wayfinding signs are directional signs that guide people to key destinations and help them locate important resources within an area, such as the locations of public parking lots and transit stations. A small amount of wayfinding signage can be found throughout the City but it lacks cohesion and is not comprehensive in nature. The City's Transit Oriented District ("TOD") and Old Town Placentia project areas are both unique and distinct from one another, but both share the future Placentia Metrolink Station as a common hub. Both project areas are also in need of a comprehensive wayfinding signage program. Implementing a clear and consistent wayfinding signage program is important for the City in order to help foster the long-term vitality and economic growth of the City's Old Town and TOD areas as well as other key destinations throughout the City.

On June 21, 2021, Staff issued a Request for Proposals ("RFP") for competitive proposals for professional consulting services in support of the citywide Wayfinding Signage Program. Staff received four (4) proposals for consulting services, and after a thorough review is recommending Selbert Perkins Design ("SPD"), based upon SPD's qualifications, experience, and technical expertise. SPD has over 30 years of experience in developing result-driven signage programs for over 50 cities, counties, regional groups, and economic development organizations.

The scope of service consists of two parts. Part I includes developing customized citywide wayfinding signs as well as for the City's TOD and Old Town Placentia project areas for points of interest found throughout the community. Part II is an additive alternative work scope to develop updated wayfinding signage for the Placentia Civic Center Campus as well as to develop a new City standard street name sign. The additive work requires further discussion with the City Council

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Oct. 5, 2021

to determine the needs of a new City standard for street name signs. Staff recommends to only award the contract for the Part I design service and evaluate the Part II scope of service after the general wayfinding program is developed.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for the Citywide Wayfinding Signage Design Program to Selbert Perkins Design for wayfinding signage design services for a not-to-exceed amount of \$88,000; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$8,800; and
3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The purpose of the Wayfinding Signage Program is to help direct people to their desired destination or point of interest and amenities; enhance urban design; reinforce community and/or project area identity; enhance visitor and resident experiences; reduced driver, pedestrian, and bicyclist delays; and improve traffic flow and safety. The signs will be installed on all major corridors leading to respective destinations and points of interest. The wayfinding signs will need to be designed such that the required information is presented in an attractive, creative, and master planned format that does not distract drivers from other roadway signage, while reflecting the City's unique character and features.

On June 21, 2021, Staff issued an RFP for professional design services to deliver the Citywide Wayfinding Signage Master Plan along with a Plans, Specifications, & Estimates ("PS&E") package for the fabrication and installation of the wayfinding signs. The City received four (4) competitive proposals from qualified design firms. A City review committee consisting of the Deputy City Administrator, Assistant to the City Administrator/Economic Development Manager, and Transportation Manager conducted a thorough review of the four (4) proposals received and scored them in accordance with the scoring criteria in the RFP. SPD ranked first based upon their overall experience and expertise with similar projects and their understanding of the scope of work and approach to the City's project.

CONSULTANT	RFP SCORE	RANKING
Selbert Perkins (SPD)	96	1
Tangram	93	2
Hunt	89	3
Graphic Solutions	88	4

SPD is a multidisciplinary, international design firm that has created notable brands, iconic landmarks, and branded environments for over 30 years. They have extensive civic signage and wayfinding project experience in the Southern California region including the Cities of Long Beach, Santa Monica, West Hollywood, Anaheim, and Los Angeles.

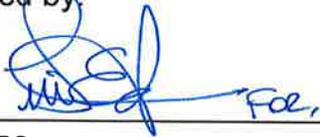
The SPD team will collaborate with the City and community to develop a comprehensive Citywide Wayfinding Signage Program that will facilitate vehicle, bicycle, and pedestrian circulation as well as complement any upcoming developments or new destinations planned in the City. The Wayfinding Signage Program will consist of general wayfinding signs for points of interest found throughout the entire community in addition to developing focused and customized wayfinding signs within the City's TOD and Old Town Placentia project areas which are to be interconnected to and complement the planned Citywide signage program. The SPD team proposes to complete the program design and PS&E work within eight (8) months and then support the City for the fabrication and installation of wayfinding signs. Funding the cost to fabricate and install the new signs has not been budgeted at this time and Staff will evaluate potential funding sources along with the use of development impact fees for the City Council's consideration in the future. The wayfinding signage design elements will be shared with the City Council as a future study session discussion to solicit design input and feedback to incorporate into a final sign standard and design package.

In addition, the scope of services includes an additive alternative work scope to develop new wayfinding signage for the Placentia Civic Center Campus as well as to develop a new citywide standard street name sign. The additive work requires further discussion and collaboration with the City Council to review policy options for a newly designed City standard for street name signs.

FISCAL IMPACT:

Staff recommends to only award the contract for the general wayfinding design services and evaluate the needs for the additive alternative design services after the wayfinding signage program has been developed. The total cost for the citywide wayfinding design services is \$88,000. A total of \$100,000 in General Fund and TOD Streetscape Impact Fee funds was budgeted in the Fiscal Year 2021-22 CIP Budget. As such, sufficient funds exist for the general wayfinding design services.

Prepared by:



Kyra Tao
Transportation Manager

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with Selbert Perkins Design

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
SELBERT PERKINS DESIGN, INC.**

THIS AGREEMENT is made and entered into this 5TH day of October, 2021 (Effective Date), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and SELBERT PERKINS DESIGN, INC. , California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide consulting services for Citywide Wayfinding Sign Program, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the 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 Eighty-Eight Thousand Dollars (\$ 88,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on October 5, 2023 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the

percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

Agreement.

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

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

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

IF TO CONSULTANT:

Selbert Perkins Design, Inc.
432 Culver Blvd.
Playa del Rey, CA 90293
Tel: (310) 822-5223
Email:
RPerkins@@SelbertPerkins.com
Attn: Robin Perkins, Partner/CEO

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8121
Email: ktao@placentia.org

Attn: Kyra Tao, Transportation
Manager

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, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Kyra Tao, Transportation Manager

Date: _____

DEPARTMENTAL APPROVAL

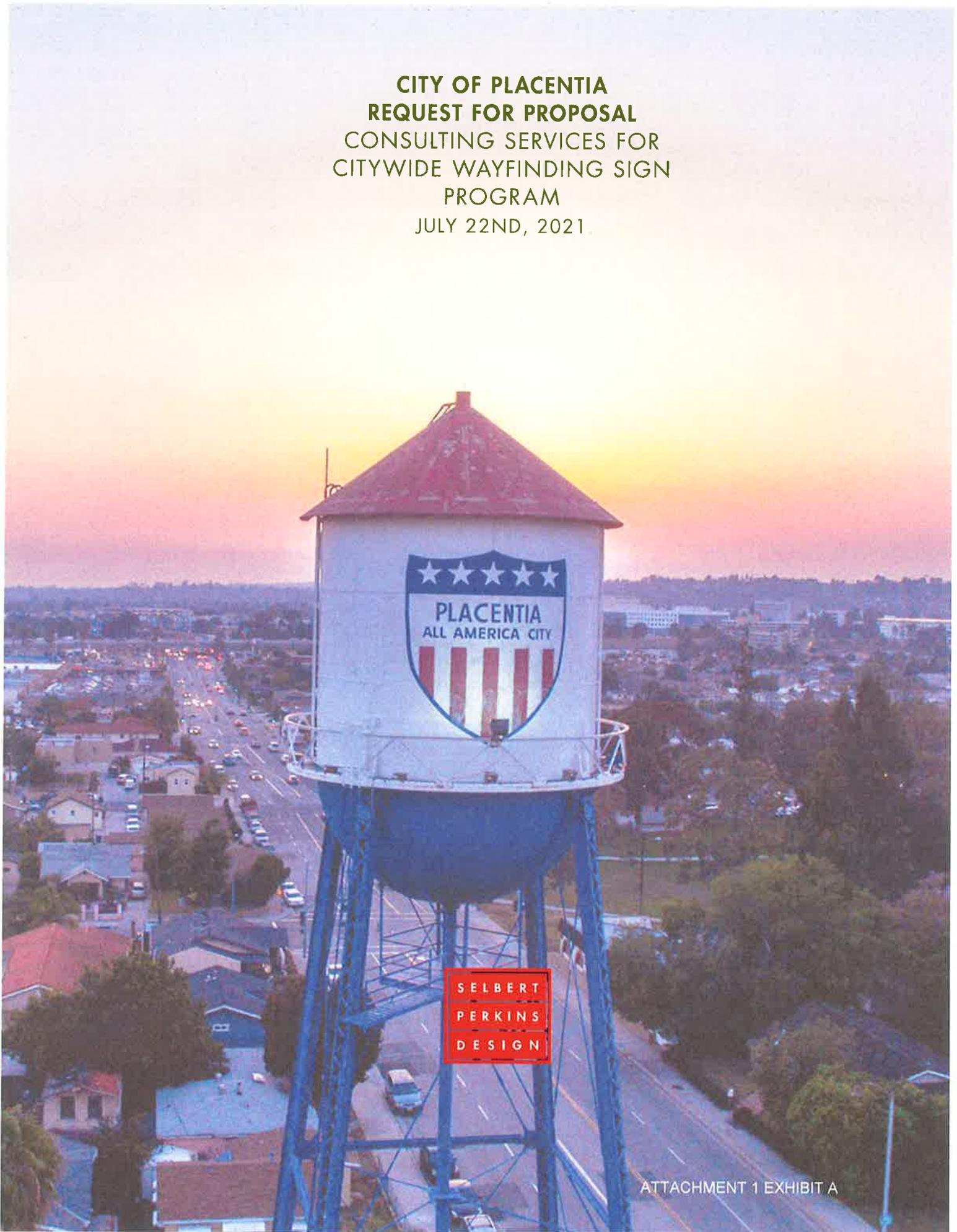
Luis Estevez, Deputy City Administrator

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

**CITY OF PLACENTIA
REQUEST FOR PROPOSAL
CONSULTING SERVICES FOR
CITYWIDE WAYFINDING SIGN
PROGRAM**

JULY 22ND, 2021



**SELBERT
PERKINS
DESIGN**

ATTACHMENT 1 EXHIBIT A

22 July 2021

Kyra Tao
Transportation Manager
City of Placentia
ktao@placentia.org

Re: Consulting Services for Citywide Wayfinding Sign Program

Dear Ms. Tao:

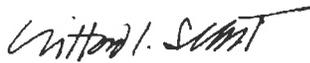
Selbert Perkins Design is pleased to submit our proposal to develop a comprehensive Citywide Wayfinding Sign Program for the City of Placentia. For more than three decades, SPD has developed effective, results-driven signage programs for over 50 cities, counties, regional groups, economic development organizations, tourism and heritage organizations. We are confident that our team brings the essential creativity and local expertise to develop a modern and innovative Citywide Wayfinding Sign Program that meets all of the project goals outlined in the RFP.

The City of Placentia is a vibrant, and growing historic city that offers an elevated lifestyle and business climate for both residents and visitors. Now is an opportune time to launch a modern visual citywide identity that will support an updated position and heightened visibility in an exciting new era. Our design goal is to create a Sign Program that reinforces the City's ongoing commitment to public safety, and reflects Placentia's economic growth.

In pursuing this collaboration as your creative partner, we will work together to create a signage system that encompasses the City of Placentia's vision of a uniform City identity, reinforces community pride, enhances the resident and visitor experience, and improves traffic flow and safety. The system we develop will celebrate the City's unique districts and support the City's strategic vision to make Placentia one of California's leading Smart Cities.

Thank you for your consideration. We look forward to the opportunity to collaborate with you to make this project a success.

Sincerely,



Clifford Selbert/Partner

Questionnaire/Proposal

Contact Information

Dominique Logan
Marketing Coordinator
dlogan@SelbertPerkins.com
310.822.5223 x 214

Contract Negotiation

Contact Information

Robin Perkins
Partner/CEO
RPerkins@@SelbertPerkins.com
310.822.5223

Signer

Contact Information

Clifford Selbert
Partner
CSelbert@@SelbertPerkins.com
310.822.5223



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shanghai

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310.822.5223

selbertperkins.com



CITY OF PLACENTIA

REQUEST FOR PROPOSALS (RFP)
FOR
CITYWIDE WAYFINDING SIGN PROGRAM CONSULTING SERVICES

SUBJECT: Addendum No. 1

DATE: June 24th, 2021

ADDENDUM ACKNOWLEDGMENT:

Firm Name: Selbert Perkins Design

Authorized Signature: *Rolun E. Perkins*

Date: 7/22/21

Acknowledgment of Receipt of Addendum No. 1 is required by signing.

FIRM PROFILE

We create memorable experiences that bring communities together through branding, wayfinding, and placemaking.

Selbert Perkins Design (SPD) is a SBE, WBE certified, multidisciplinary, international design firm that has created some of the world’s most notable, iconic brands. For over three decades SPD has collaborated with cities and the public to design innovative brands and destinations that inspire. Our placemaking work energizes public places, attracts residents, visitors, businesses, and drives successful economic development.

WHAT MAKES US DIFFERENT

Collaborating with clients across five continents, Selbert Perkins Design believes **“Every place has a story, every story has a place”**. We translate a client’s story, their history and personality into a design experience that inspires and makes people say, “wow.” We design everything from Logos to Landmarks and are best known for our unique expertise with brand identity and logo design, large scale public art, branded environments, and overall “big picture” project visioning. We are passionate about creating **innovative and meaningful design solutions** that serve the public good and translate into positive results and steadfast ROI for our clients. We believe that our work – and working with us – will make you smile.

Innovative: Every project we are awarded has its own set of unique design challenges which require a new and original approach to problem solving – whether it’s applying proven methods in unfamiliar ways or creating new solutions; SPD never fails to be bold and fearless, yet still functional.

Design for the Public Good SPD integrates the local culture into every project to tell the story of the communities we serve. Whether it’s helping travelers navigate a transportation hub, creating a sustainably designed urban community, or designing a timeless piece of public art, SPD believes its work should create a memorable experience that serves both clients and the greater good.

RANGE OF DESIGN SERVICES (PARTIAL LIST)

- Signage & Wayfinding
- Branded Environments
- Branding & Logo Identity
- Placemaking
- Interactive/Digital Communications
- Revenue Generation Programs
- Environmental Graphics Master Planning
- Public Art & Sculpture

CA CIVIC PARTNERS (PARTIAL LIST)

- City of Anaheim, California
- City of Escondido, California
- City of Lancaster, California
- City of Long Beach, California
- City of Los Angeles, California
- City of Manhattan Beach, California
- City of Marina del Rey, California
- City of Riverside, California
- City of Santa Monica, California
- City of Santa Clara, California
- City of Temple City, California
- City of West Hollywood, California
- LA County Dept. of Beaches and Harbors
- Port of Los Angeles



QUALIFICATIONS & EXPERIENCE

Selbert Perkins Design has extensive civic Signage and Wayfinding project experience in the Southern California region. Every project we are awarded has its own set of unique design challenges which require a new and original approach to problem solving – whether it's applying proven methods in unfamiliar ways or creating new solutions.

SPD integrates the local culture into every project to tell the story of the communities we serve. Whether it's helping navigate travelers, creating a sustainably designed urban community, or designing a timeless piece of public art, SPD believes its work should create a memorable experience that serves both clients and the greater good.

ACTIVE TRANSPORTATION WAYFINDING EXPERIENCE

- Analyze **multi-modal circulation** and recommend improved connections
- Utilize heads-up and **GIS mapping technology**
- Develop **active transportation plans** for pedestrian/bicycle/vehicular infrastructure and enhanced safety and accessibility
- Design **interactive engagement strategies** that emphasize equity and input from a broad range of the community
- Provide clear and simple **wayfinding systems that attract and guide visitors** to key destinations, explains time needed to walk, directs where to park, etc.
- Create a **flexible kit of parts** with signage that is cost-effective, easily built upon, maintained, and installed

PLACEMAKING & ENVIRONMENTAL GRAPHICS EXPERIENCE

- Develop **placemaking master plans** for the public realm that can be built on over time as funds become available
- Design **gateways and landmarks** that express a memorable and authentic sense of place
- Create **streetscape improvement plans** with sculpture, lighting, and digital elements
- Design **signage, graphics, or murals** to enhance storefronts and building facades

MARKETING & PROMOTION

- **Storytelling** with a unique brand identity for trails, parks, or municipalities
- Develop **district identity systems** with visual and verbal language
- Design place **branded elements** such as banners, vehicle wraps, bus shelters, billboards, etc.
- Design marketing materials for all **digital and print communication** methods
- Develop valuation plans for **revenue generating** digital art and advertising programs



REFERENCES

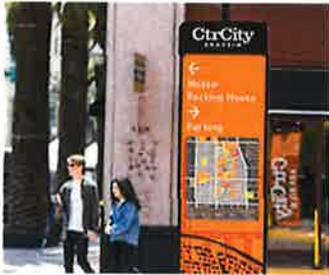


City of Long Beach

Dates: 2015 - Present
SPD developed the citywide Downtown Pedestrian and Wayfinding Plan for vehicle, pedestrian, and bicycle wayfinding, including parking, maps, and digital revenue generation platforms.

Linda Tatum

Assistant City Manager
City of Long Beach
562.570.6261
Linda.tatum@longbeach.gov
SPD Team: Clifford Selbert, India Howlett, Brandon Reeves, Rachael Rosa



City of Anaheim

Dates: 2015 - Present
SPD designed the citywide vehicle, pedestrian, and tram Downtown Pedestrian and Wayfinding Plan for Anaheim, including solar powered pedestrian directories, maps, and a new digital parking system.

John Woodhead

Director of Economic Dev.
City of Anaheim
714.765.5139
j.woodhead@anaheim.net
SPD Team: Clifford Selbert, Brandon Reeves, Rachael Rosa



City of Santa Monica

Dates: 2013 - 2018
SPD planned, designed, and implemented the Downtown Pedestrian and Wayfinding Plan for vehicles, pedestrians, bicycles, and digital parking systems.

Francine Stefan

Planning & Trans Manager
City of Santa Monica
310.458.8341
francinestefan@smgov.net
SPD Team: Clifford Selbert, India Howlett, Brandon Reeves



City of West Hollywood

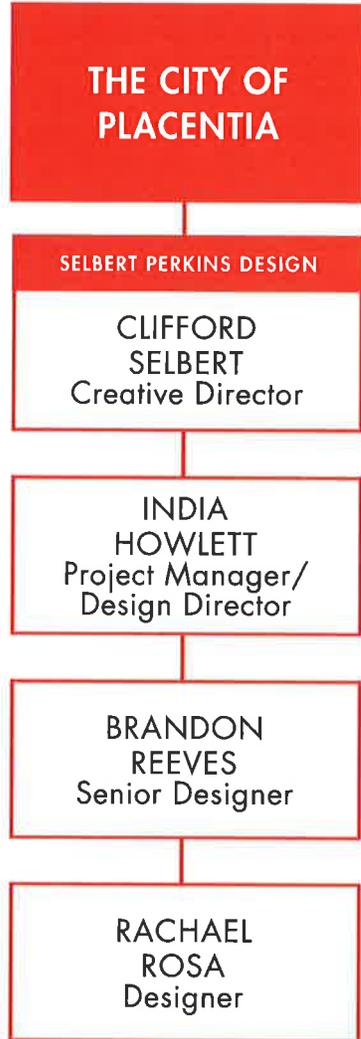
Dates: 2011 - Present
SPD collaborated with the city on a wide range of projects to re-establish The Sunset Strip as a world class entertainment district, including the Citywide Wayfinding System.

Francisco J. Contreras

Innovation & Strategic Initiatives Manager
City of West Hollywood
323.848.6874
fcontreras@weho.org
SPD Team: Clifford Selbert, India Howlett, Brandon Reeves



PROJECT TEAM



PROJECT MANAGEMENT APPROACH

India Howlett will serve as the Project Manager, with experience leading the design and continued implementation for clients including the City of West Hollywood and the City of Long Beach. Our team brings to this project a proven track record of delivering projects **on-schedule and on-budget**. This success is a result of regular communication with all relevant stakeholders throughout the duration of the project, which allows us to address any issues as they develop.

We recognize that meeting the implementation schedule and budget is a critical component to the success of every project. Our capabilities allow us to keep track of all aspects of a project and **ensure efficient use of time and budget**. With our extensive experience we are confident we can meet the provided delivery schedule for the City of Placentia.



CLIFFORD SELBERT

Partner

As a co-founder of Selbert Perkins Design, Clifford has expanded his landscape architecture talent to encompass art, design, and communications in the built environment. Cliff will lead the overall management and design aspects of the project, including concept, design, budget, schedule, and quality control.

As a pioneer in Environmental Graphic Design, Clifford's multidisciplinary design background and innovative design solutions are illustrated by projects including:

EDUCATION

Rhode Island School
of Design - BFA, BLA

Registered
Landscape Architect

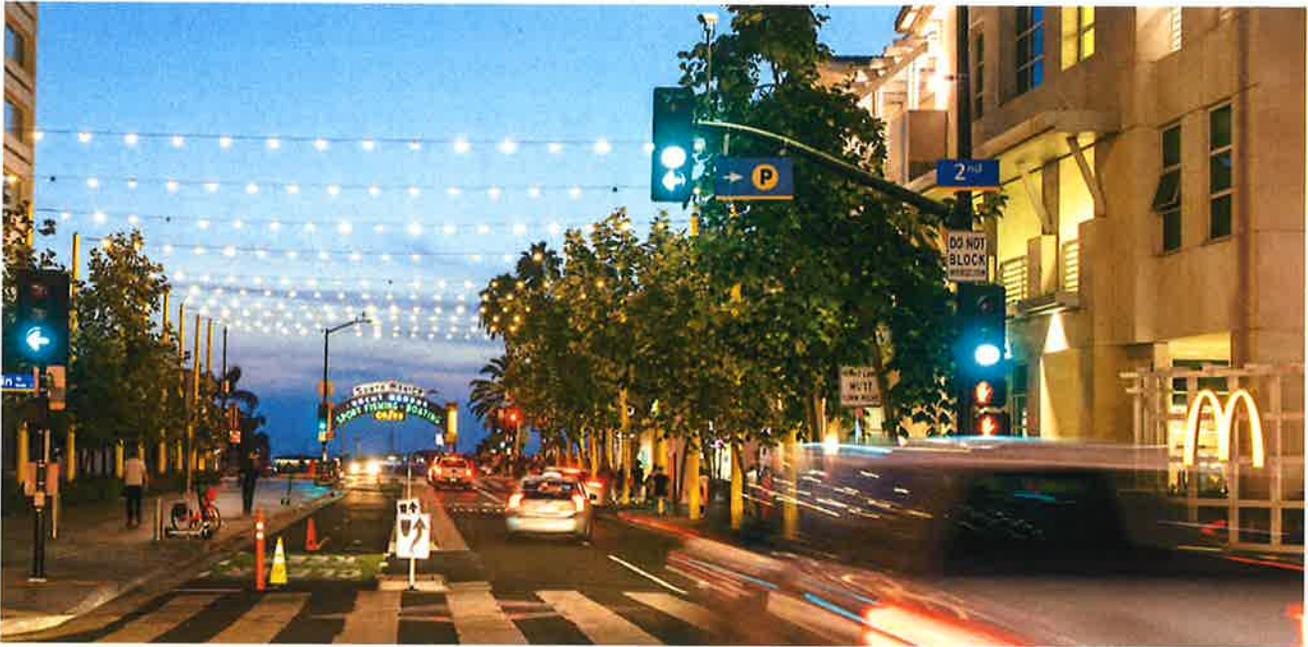
LOCATION

Los Angeles

YEARS WITH FIRM

40 Years

- City of Anaheim, California
- City of Escondido, California
- City of Lancaster, California
- City of Long Beach, California
- City of Los Angeles, California
- City of Manhattan Beach, California
- City of Marina del Rey, California
- City of Riverside, California
- City of Santa Monica, California
- City of Santa Clara, California
- City of Temple City, California
- City of West Hollywood, California
- LA County Dept. of Beaches and Harbors
- Port of Los Angeles
- City Creek Center, Salt Lake City, UT
- Los Angeles World Airports, Los Angeles, CA
- Oceanwide Plaza, Los Angeles, CA
- The Sunset, West Hollywood, CA
- Universal Studios, Orlando, FL and Hollywood, CA and Osaka, Japan
- Wilshire Grand, Los Angeles, CA



INDIA HOWLETT

Project Manager/Design Director

As a Project Manager and Design Director at Selbert Perkins Design, India brings over 25 years of creative and leadership experience. She is an integral member of the Los Angeles studio, who has led branding, architectural graphics, and wayfinding projects for mixed-use, hospitality, healthcare facilities and campuses, universities, airports and unique project types such as parks. From the initial vision through implementation, she is involved in each step of the process — design direction, leadership, creativity and management — working with clients to develop successful solutions.

EDUCATION

California State
University Los Angeles
- Master of Fine Arts,
Graphic Arts

California State
University Fullerton
- Bachelor of Arts,
Graphic Arts

YEARS WITH FIRM

3 Years

- City of Anaheim
- City of Long Beach
- City of Santa Monica, CA
- City of Manhattan Beach, CA
- City of Marina Del Rey, CA
- City of West Hollywood, CA
- Walk DTIA Master Plan, Los Angeles, CA
- West Hollywood Park, West Hollywood, CA
- Earvin Magic Johnson Park, Los Angeles, CA
- University of Southern California (USC), Los Angeles, CA
- USC Dornsife College of Letters, Arts & Sciences, Los Angeles, CA
- University of California San Diego (Sixth College), La Jolla, CA
- Cal Poly San Luis Obispo, CA
- Novus Innovation Corridor, Tempe, AZ
- City Place, Santa Clara, CA
- Arts District Center, Los Angeles, CA
- Pendry Hotel & Residences, West Hollywood, CA
- Citrus Commons, Sherman Oaks, CA
- Via Avanti, Los Angeles, CA
- 8th and Figueroa Residential Tower, Los Angeles, CA



BRANDON REEVES

Senior Designer

Brandon is an integral member of the creative team at Selbert Perkins Design. As senior designer, Brandon is responsible for day-to-day aspects of the project – from concepts, presentation layouts, schematic and design development, to artwork and mechanicals – in collaboration with the Partner leading the project.

EDUCATION

California State
University, Long
Beach – B.S., Design

YEARS WITH FIRM

5 Years

- City of Long Beach, CA
- City of Anaheim, CA
- City of Santa Monica, CA
- City of Carson, CA
- Walk DTLA Master Plan, Los Angeles, CA
- West Hollywood Park, West Hollywood, CA
- Earvin Magic Johnson Park, Los Angeles, CA
- Century City Landmark Monument, Los Angeles, CA
- Queen Mary, Long Beach, CA
- Earvin Magic Johnson Park, Los Angeles, CA
- Long Beach Airport, CA
- Los Angeles International Airport, CA
- Tampa International Airport, FL
- Hotel Nia, Menlo Park, CA
- Westin Anaheim Resort, Anaheim, CA
- Pendry Hotel & Residences, West Hollywood, CA
- Hilton Canopy Hotel, Sacramento, CA
- Hyatt Place, Los Angeles, CA
- Galaxy Casino and Resort, Macau, China
- Martin Luther King Jr. Health Campus, Los Angeles, CA



RACHAEL ROSA

Designer

Rachael Rosa is a designer with a passion and dedication to environmental graphics and signage. Her experience spans Ohio to California, with both digital and physical projects that have enhanced the client's environments and ensured functionality. Rachael oversees day-to-day necessities, from concept to finished product, supporting the project team.

EDUCATION

University of Cincinnati
Design- BS

YEARS WITH FIRM

4 Years

- City of Long Beach, CA
- City of Anaheim, CA
- City of Manhattan Beach, CA
- City of West Hollywood, CA
- Walk DTLA Master Plan, Los Angeles, CA
- City of Escondido, CA
- City of West Hollywood
- Queen Mary, Long Beach, CA
- Los Angeles International Airport, CA
- LAX Automated People Mover, (APM), Los Angeles, CA
- LAX Consolidated Rental Car Facility, Los Angeles, CA
- LAX LAWA Signage Standards, Los Angeles, CA
- Metro Blue Line, Los Angeles, CA
- Metro Union Station, Los Angeles, CA
- Orlando International Airport, FL
- Tampa International Airport, FL
- Martin Luther King Jr. Health Campus, Los Angeles, CA
- Kaiser Permanente, Los Angeles, CA
- University of Utah Health Center (Health Sciences, Hospital & Clinics) Salt Lake City, UT
- College of the Desert, Palm Desert, CA

PROJECT UNDERSTANDING

The SPD team is comprised of a team of professional in-house designers, strategists, planners, and technicians. Our team will provide professional research, analysis, and design services. Our objective is to develop a dynamic signage experience that integrates the historic Placentia brand into a functional Signage and Wayfinding system. We are prepared to meet all of the outlined project goals, including:

- Directing visitors and residents to their desired destination and local amenities
- Enhancing Placentia's urban design through reinforced community identity
- Enhancing the visitor and resident experience
- Reducing driver, pedestrian, and bicyclist delays
- Complying with all applicable ADA standards
- Improved traffic flow and safety

We will collaborate with the City of Placentia's stakeholders, including the City Council Development and Planning Ad Hoc Committee, City Council, the Office of Planning, and the Capital Facilities Management Redevelopment Division to develop a comprehensive Citywide Wayfinding Sign Program. Included in this scope of work are:

- Citywide Wayfinding Signage
- Transit Oriented District (TOD) Wayfinding Signage
- Old Town Placentia Wayfinding Signage

This includes analysis of existing routes, Old Town Placentia Revitalization Plan, the Transit Oriented Development Packing House District Plans, and associated streetscape master plans. The final Citywide Wayfinding Sign Program will facilitate vehicle, bicycle, and pedestrian circulation, as well as complement the upcoming developments and destinations planned in the City of Placentia.

CITYWIDE WAYFINDING SIGN PROGRAM

CITYWIDE SIGN TYPES

- Vehicular Directional Signage
- Entry Monument Signs
- City Monument Signs
- Civic Center Signage
- Pedestrian Signage
- Kiosk Signage

DISTRICT SIGN TYPES

- Old Town Placentia District ID
- TOD Packing House District ID
- Destination Entryway Arch Signs (Gateway)
- Cantilever Signage
- Public Parking ID
- Customer Street Name Signage
- Kiosk Signage



SCOPE OF WORK

TASK 1: ASSESSMENT:

Meetings: (1) Kick-Off Meeting + Site Visit (Placentia, CA)

(3) Meetings/Presentations (Placentia, CA)

(4) Public Meetings (Placentia, CA)

Participate in biweekly conference call meetings with City staff as needed

Additional conference calls as needed

Schedule: 10-12 weeks

1. Hold kick-off meeting and site visit with client team to review project goals and confirm schedule. Review research including maps, architectural drawings and plans, historic research, code research, related studies. Interview relevant project stakeholders.
2. Develop a process to work cooperatively with City staff and key stakeholders' groups such as the City Council Housing and Community Development Ad Hoc Committee, Placentia Chamber of Commerce, and the Old Town Merchants Association.
3. Review pertinent project plans, architectural design, brand identity & brand criteria, applicable local, state, and national codes/ordinances. This includes the Old Town Placentia Revitalization Plan, the Transit Oriented Development Packing House District Plan, and associated streetscape master plans. Assess existing branding for Placentia as exhibited by other existing "identity" signage, landmarks, and design guideline documents, for incorporation into the proposed designs for new signage.
4. Using City staff and stakeholder input, conduct field assessments and take inventory of existing wayfinding signage found throughout the City, conduct an assessment of general geographic and environmental conditions, analyze vehicular traffic counts and movements, foot traffic patterns, architectural and streetscape styles, and the location of key landmarks, attractions and points of interest.
5. Develop a comprehensive listing of all attractions and key destinations within the City of Placentia considering the input from various stakeholders, City staff, elected and appointed officials.
6. Evaluate potential and existing site and building factors including entries, circulation, land and building uses, ingress, and egress points to destinations from other pedestrian and building connections, lines of sight, environmental factors, building materials, color palette, and their interrelationships.
7. Evaluate and document existing wayfinding signage and locations, including but not limited to State, County, and City directional signage, City limits signage, etc.
8. Recommend existing signage that should be removed, replaced, relocated and/or consolidated. Evaluate feasibility of reusing existing locations, poles, hardware on an individual location basis.
9. Prepare and confirm signage and wayfinding master plan outlining required elements, develop preliminary sign location plans. Coordinate with site and architectural plan.



SCOPE OF WORK

10. Develop (3) conceptual approaches to the overall project vision and signage and wayfinding system. Design approaches will include visual approach, dimensions, font sizes and styles, symbols, colors, and preliminary materials for sign types. Develop preliminary sign type count.
11. Present concepts and preliminary sign location plan to client team.
12. Present the conceptual design options and the sign location map at up to four (4) public meetings, which include the following Stakeholder Groups: General Community, City Council Housing, Community Development and Ad Hoc Committee, and the Placentia City Council.
13. Prepare a final design for each wayfinding sign type including all materials to be used for sign and post, background color and letter type, electrical systems, structural foundation estimations, and installation procedures. Engineering completed by the final selected fabricator.
14. Prepare a final wayfinding sign layout map of the City showing all the final sign locations, sign details, and specifications.
15. Supply the City with electronic copies as well as hard copies of all presentations.
16. Prepare a final wayfinding sign layout map of the City showing all the final sign locations, sign details, and specifications.
17. Prepare the preliminary and final cost estimate for each sign program.

Task 1 deliverables, uploaded digital files:

- Research Documentation
- Concept Design
- Sign Location Plan
- Meeting minutes



SCOPE OF WORK

TASK 2: PROGRAM DESIGN AND DEVELOPMENT

Meetings: (2) Meetings/Presentations (Placentia, CA)

(4) Public Meetings **via teleconference**,

Participate in biweekly conference call meetings with City staff as needed

Additional conference calls as needed

Schedule: 6-8 weeks

1. Refine design concepts into a final design for review and consideration.
2. Prepare a Sign Message Schedule based on the preliminary sign location plan.
3. Conduct four (4) public meetings with City's Stakeholder Groups to solicit additional input on the refined final design.
4. Complete refinements of preferred design concepts based on City Stakeholder Group and City staff input. This includes the General Community, City Council Housing, Community Development and Ad Hoc Committee, and the Placentia City Council.
5. Present the full sign type and locations array to Stakeholder Groups and City staff.
6. Refine all communication and design components per final comments of the Stakeholder groups. Prepare elevations, plans, perspective sketches, sufficient to describe the size, shape, and character of all major design elements. Design development drawings must include the scale of wayfinding signs in relation to pedestrian and vehicular levels.
7. Develop final Design Intent Drawings (exact dimensions, letter heights, materials, mounting details, color specifications, and material performance standards) with written statement regarding rationale for design choices, materials, method of fabrication, and how systems can be modified over time.
8. Provide general electric information for the cantilever and arched destination monument signs to Southern California Edison for approval.
9. Develop Statement of Probable Cost for the fabrication, installation, and maintenance of the wayfinding system.

Task 2 deliverables, uploaded digital files:

- Design Intent documents including Specifications
- Sign Location Plans & sign count
- Statement of Probable Cost
- Meeting minutes



SCOPE OF WORK

TASK 3: BID DOCUMENTS

Meetings: meetings via video conference calls as needed

Schedule: 4-6 weeks

1. Confirm elements from Task 2 for documentation. Review value engineering opportunities.
2. Prepare final sign location plans for each element.
3. Prepare final construction documents and specifications to include; notes for connections/mounting details, final drawings of each communication element showing scale, critical dimensions, elevations, cross sections, details, and specifications (indicating the final intent for each sign type including color and material callouts), including bid alternates.
4. Update Statement of Probable Cost. Finalize fabrication/installation schedule and budget.
5. Prepare electronic artwork of signage program elements, as required.
6. Assemble construction documents package, sign location plans, and message schedule. The bid documents will include an "off the shelf" guide to assist City staff in implementing the Wayfinding Signage Program, including three (3) color copies and one (1) original copy. The consultant shall prepare separate bid packages for the Citywide, TOD and Old Town signage.

Task 3 deliverables, uploaded digital files:

- 100% construction documents package, including specifications, detailed drawings, and Renderings
- Final Sign Location plans & message schedule
- Updated Statement of Probable Cost
- Minutes from meetings and teleconferences



SCOPE OF WORK

TASK 4: CONSTRUCTION SUPPORT SERVICES

Meetings: (1) Vendor Facility Visit
(2) On-site Installation Reviews
additional meetings via video conference calls as needed

Schedule: TBD (Typically 3-4 Months)

1. Provide client with list of qualified fabricators and assist in selection of fabricator. Client to manage bid process, SPD will review fabricators bids and provide recommendations.
2. Work with selected fabricator of exact sign location of each sign type.
3. Fabricator to complete message schedule and submit layouts to SPD for review with each final documentation set.
4. Review shop drawings, as required, in order to ensure fabricator(s) conformance with the design intent.
5. Conduct shop inspection (1) to ensure conformance with the design intent.
6. Review any necessary design revisions with client and project team.
7. Review any samples, mock-ups, and prototypes, as provided by the fabricator.
8. Perform 50% completion project walk-thru. Document progress to project team.
9. Perform project walk-thru at substantial completion. Prepare and distribute final punch list for submittal to client team.
10. Provide certification that all signs meet the bid specifications.

Task 4 deliverables, uploaded digital files:

- List of recommended fabricators
- Electronic artwork (as required)
- Punch List
- Installed system (by others)
- Meeting Minutes



FEE ESTIMATE

SCOPE OF WORK	FEE
Citywide Wayfinding Signage	\$ 35,000
TOD Wayfinding Signage	\$ 25,000
Old Town Placentia Wayfinding Signage	\$ 25,000
Expenses - (9) Meetings	\$ 3,000
Total	\$ 88,000

ADDITIONAL/ALTERNATIVE SERVICES	FEE
Civic Center Campus Wayfinding Signage	\$ 15,000
Redesign of City Street Name Signs	\$ 10,000

SPD HOURLY RATES			
Partner	\$250	Senior CAD Designer	\$150
Principal/Project Manager	\$200	CAD Specialist/Designer	\$135
Design Director	\$175	Designer	\$135
Production Manager	\$160	Admin	\$100
Senior Designer	\$150		

EXPENSES

Reimbursable project expenses are included with the project fee. This includes travel expenses for up to five (5) in-person meetings with City staff and four (4) public in-person meetings which include a general Community Meeting, City Council Development and Planning Ad Hoc Committee Meeting, and a City Council Meeting. Any additional travel required beyond in the RFP will occur additional fees and be billed at cost. Also included are presentation materials, renderings, deliveries, multiple sets of drawings, and color copies.

PAYMENT SCHEDULE

Payment will be billed in monthly increments according to the project schedule.

AUTHORIZATION AND ACCEPTANCE

We require your signature to begin work. To expedite internal processing, please complete and return the following:

For Selbert Perkins Design	For City of Placentia
by.....	by.....
date.....	date.....



ADDITIONAL SERVICES

The following will be considered additional services. If additional services are required during the project they will be billed at a negotiated fee or at standard hourly rates. Additional services will not be incurred without written client approval.

1. Structural and Electrical Engineering (by Fabricator)
2. Digital Content Design & Management
3. Photography, Illustration, Copywriting
4. Digital Communications (Mobile App, Website, etc).
5. Numbering Systems
6. Photography, illustration, copywriting/editing, printing, sign fabrication and installation, video production and post-production, additional market research beyond SPD's defined scope of services, focus group coordination, trade mark research, etc.
7. Significant changes and/or revisions in approved design or scope of services.
8. Change orders to any project component(s) after client approval. Preparation of drawings, mechanicals, specifications, addenda, and any other services provided in connection with change orders.
9. Travel time, accommodations and related expenses, including required visits to vendors (other than those outlined in the proposal).
10. Phone Apps, Website, Final heads-up map artwork
11. Production of models or prototypes
12. Consultants or sub-consultants
13. Acquisition of permits and permit documents and any meetings and presentations related to acquisitions of permits.
14. More than (1) rounds of revisions to the final design concept. SPD will inform client of each round of design revisions
15. More than (1) final design of all communication elements.
16. Computer walk-throughs & animations.
17. Additional meetings beyond what is outlined in proposal.
18. Converting/formatting electronic files to conform to client standards.
19. Creation of certain project maps; i.e. evacuation maps and/or directory maps.
20. Creation of any electronic media; i.e. phone apps, website, etc.

TERMS & CONDITIONS

PAYMENT/BILLING

Invoices for services rendered will be submitted in accordance with the project payment schedule, previously outlined. Payment is due upon receipt, unless otherwise agreed to in advance by SPD. If the Client disputes any charges, written notice of such disputed charges must be submitted to SPD within 10 days of receipt of invoice. SPD reserves the right to stop project work and withhold presentation materials if payments are not received when due. There is a finance charge of 2% a month for overdue invoices.

CANCELLATION/POSTPONEMENT

In the event of the Client's cancellation or postponement of the project while it is in progress, all fees and expenses, incurred in the interest of the project to date of postponement or cancellation shall be paid by the Client within 10 days of the date that notice is given to SPD, unless otherwise agreed to in advance by SPD.

SPD may withdraw from the project at any time for good cause which includes the Client's breach of this agreement, refusal to cooperate with SPD, or failure to pay SPD's fees or expenses according to agreed upon payment terms.

RELEASES

For editorial copy, artwork (including illustration and photography), etc. provided by the Client, and for use rights negotiated by the Client for editorial copy, artwork, talent etc., the Client will indemnify SPD against all claims and expenses, including reasonable attorneys' fees and costs, due to uses for which no release was requested of SPD in writing by the Client or for uses by the Client which exceed the authority granted by a release.

SPD releases to the Client the right to use the artwork/design prepared to get City approvals; and the right to have that artwork transformed/manufactured into a physical sign. SPD will not retain any rights to the artwork after it has been transformed into the physical sign.

Conversely, for editorial copy, artwork (including illustration and photography), talent etc. provided by SPD, and for use rights negotiated by SPD for editorial copy, artwork, etc., SPD will indemnify the Client against all claims and expenses, including reasonable attorneys' fees and costs, due to uses for which no release was requested of the Client in writing or for uses which exceed the authority granted by a release.

APPROVALS

SPD requires written documentation of ALL requests for changes, including to designs and copy. Documentation may be in the form of a facsimile or an e-mail. The Client will proofread and approve all final typeset copy before production of mechanicals; review and approve finished mechanicals and artwork before release to printers; and review and approve all design intent and/or construction documents and related sign schedules prior to release to qualified fabricators. The signature of the Client's authorized representative will be conclusive as to the Client's approval of all the above items prior to their release for printing, fabrication or installation.

THIRD PARTY CONTRACTS

All outside vendors/third party contractors will be contracted directly by the Client, with Client's written consent, and the Client will pay the outside vendor/third party contractor directly for services. When it is not possible for the Client to contract directly with outside vendors, SPD may contract with others to provide creative services such as writing, photography, illustration, media placement, print and audio/video production, and fabrication. The Client agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such materials as may be imposed on SPD by such third parties and shall pay for the outside vendors' services upon presentation of an invoice. Such payment shall be made by the Client either to the outside vendor or directly to SPD, at SPD's option. Usage rights for photography and illustration will be negotiated with vendors by the Client directly.

ESTIMATES

SPD has no direct control over printing and fabrication costs or vendors' prices. Cost estimates are made by SPD on the basis of preliminary specifications and SPD cannot and does not guarantee that vendors' proposals and bids of costs will not vary from those estimates.

OWNERSHIP

Upon payment of all amounts owing to SPD, all electronic files generated for the production of this project as well as all rights, title, and interest, including copyrights, trademarks and patents related to this project shall become the property of the Client. SPD retains ownership of all rights, title, and interest, including copyrights, trademarks, and patents related to this project, until all outstanding payments are satisfied in full by the Client. Fees for file copies or additional usages must be negotiated in addition to the above outlined fees.

CONFIDENTIALITY

No work product of the Client can be released to anyone without Client's written permission.

ASSIGNMENT

SPD cannot assign this contract without written approval by Client Ownership.



SAMPLES OF WORK

The Client agrees to furnish SPD with 100 samples of all printed materials without charge. These samples will be used by SPD for publication, exhibition and promotional purposes. SPD retains the right to photograph or otherwise document complete signs or other designs on site following installation.

PROJECT STORAGE

Project and electronic files will be stored at SPD for one (1) year at no cost. However, SPD cannot be held responsible for loss or damage of stored files.

CREDIT

SPD has the right to include a credit line on the completed designs or any visual representations such as drawings, models or photographs and the Client agrees to include this same credit in any publication of the design by the Client. SPD maintains the right to use any samples and/or photographs for publication, exhibition and promotional purposes.

ENFORCEMENT

If SPD incurs attorneys' fees or related costs to enforce this agreement or because of a breach of this agreement by the Client, SPD shall be entitled to recover all of its costs and expenses, including but not limited to, its reasonable attorneys' fees and court costs from the Client.

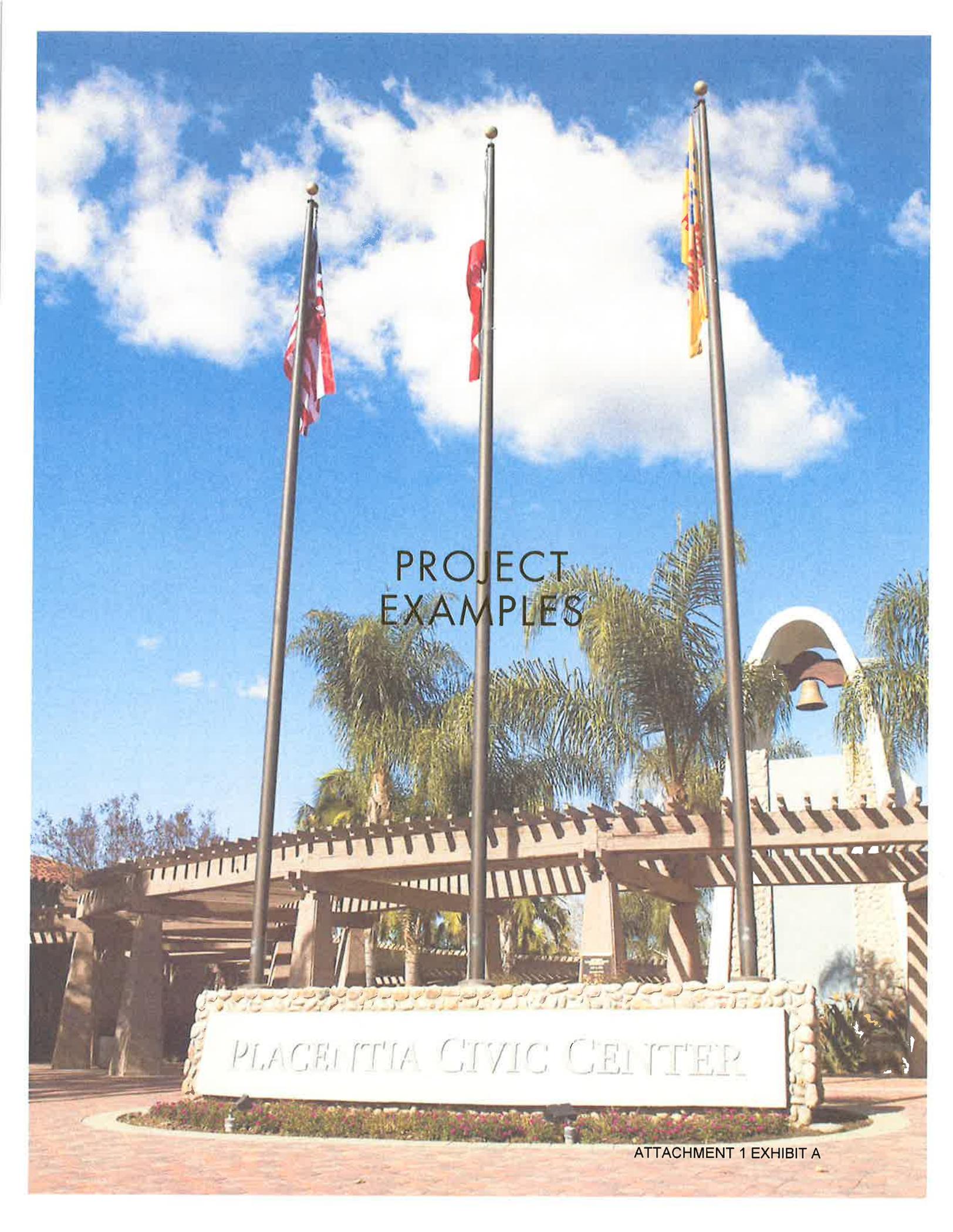
INDEMNIFICATION

The Client will indemnify and hold harmless SPD, its officers, directors, employees, and agents that have contributed information to or provided services for this project, against any and all direct or indirect losses, claims, demands, expenses (including attorneys' fees and court costs) or liabilities of any kind arising in connection thereof, except for claims found to be gross negligence or a breach of this agreement by SPD.

INSURANCE

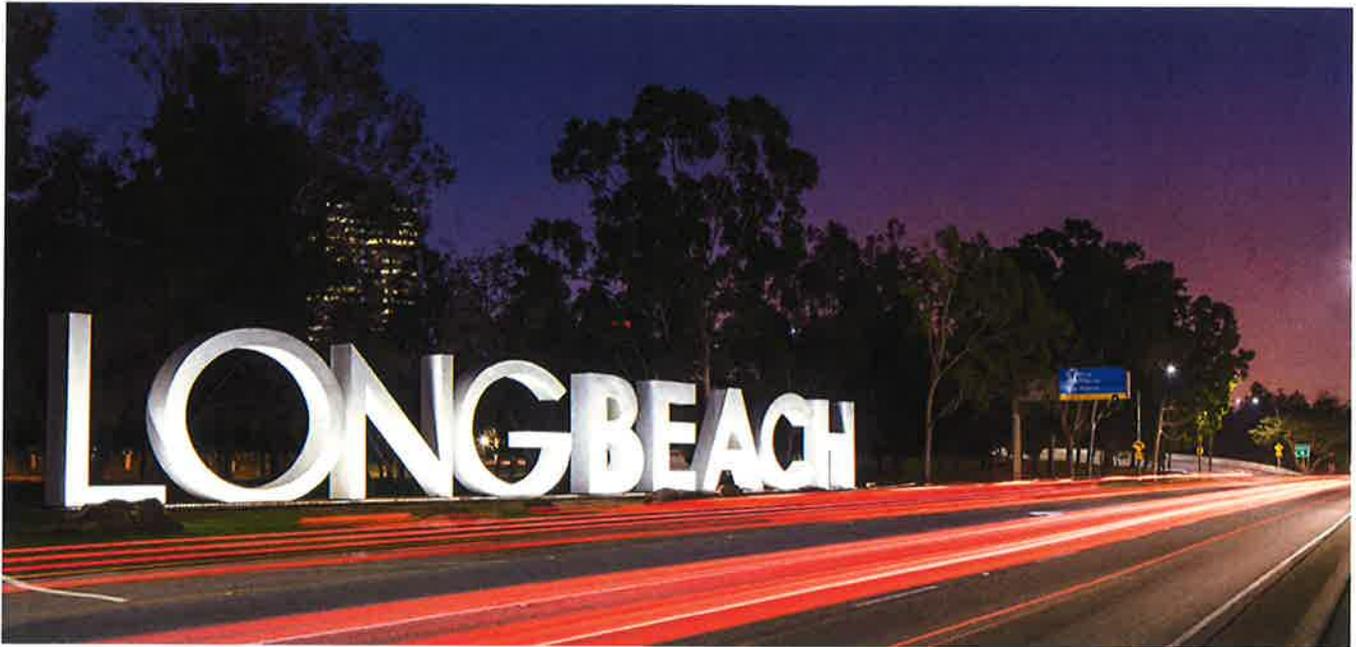
SPD maintains the insurance coverages and limits outlined below. Additional coverages and limits, if required, shall be at the Client's expense.

a. General Liability	
Each Occurrence	\$1,000,000
Damage To Rented Premises	\$50,000 (each occurrence)
Medical Expense	\$10,000 (any one person)
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Comp/Op Agg.	\$2,000,000
b. Automobile Liability	
Combined Single Limit	\$1,000,000 (each accident)
c. Umbrella Liability	
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000
d. Workers Compensation and Employers' Liability	
Workers Compensation Statutory	
Employers' Liability	\$1,000,000 (each accident)
	\$1,000,000 (disease - each employee)
	\$1,000,000 (disease - policy limit)
e. Professional Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

A photograph of the Placentia Civic Center entrance. In the foreground, a stone wall with a white sign reads "PLACENTIA CIVIC CENTER". Three tall flagpoles stand behind the wall, flying the American flag, a red flag, and a multi-colored flag. In the background, there is a wooden pergola structure and a bell tower with a white arch and a bell. The sky is blue with white clouds.

PROJECT
EXAMPLES

PLACENTIA CIVIC CENTER



CITY OF LONG BEACH

LONG BEACH, CALIFORNIA

Dates:

2015 – present

Client:

City of Long Beach

Key Staff:

Clifford Selbert
(Creative Director)

India Howlett
(Design Director)

Brandon Reeves
(Designer & Project
Manager)

Rachael Rosa
(Design Support)

Services Provided:

City & Neighborhood
Gateway Design

Vehicle & Pedestrian
Signage & Wayfinding
Master Plan

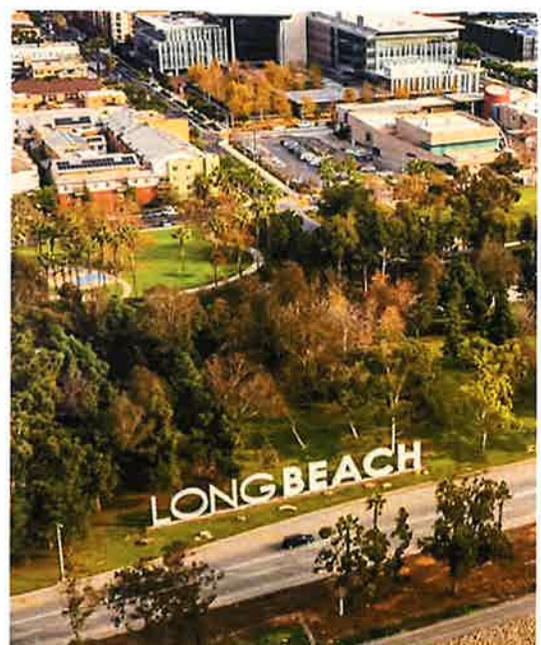
Bicycle Wayfinding

Mapping

Revenue Generation

In Construction

SPD designed the City of Long Beach citywide pedestrian and vehicle wayfinding program, including gateways, parking, coastal access, and digital communications. The new city and neighborhood gateways integrate the Long Beach Brand and can be customized by each neighborhood to celebrate the diversity of the city. Pedestrian signs include heads-up maps, and new digital signs will provide information and revenue generation opportunities.



ATTACHMENT 1 EXHIBIT A



CITY OF LONG BEACH

LONG BEACH, CALIFORNIA

Dates:

2015 – present

Client:

City of Long Beach

Services Provided:

- City & Neighborhood Gateway Design
- Vehicle & Pedestrian Signage & Wayfinding Master Plan
- Bicycle Wayfinding Mapping
- Revenue Generation In Construction



ATTACHMENT 1 EXHIBIT A



CITY OF LONG BEACH

LONG BEACH, CALIFORNIA

Dates:

2015 – present

Client:

City of Long Beach

Key Staff:

Clifford Selbert
(Creative Director)

India Howlett
(Design Director)

Brandon Reeves
(Designer & Project
Manager)

Rachael Rosa
(Design Support)

Services Provided:

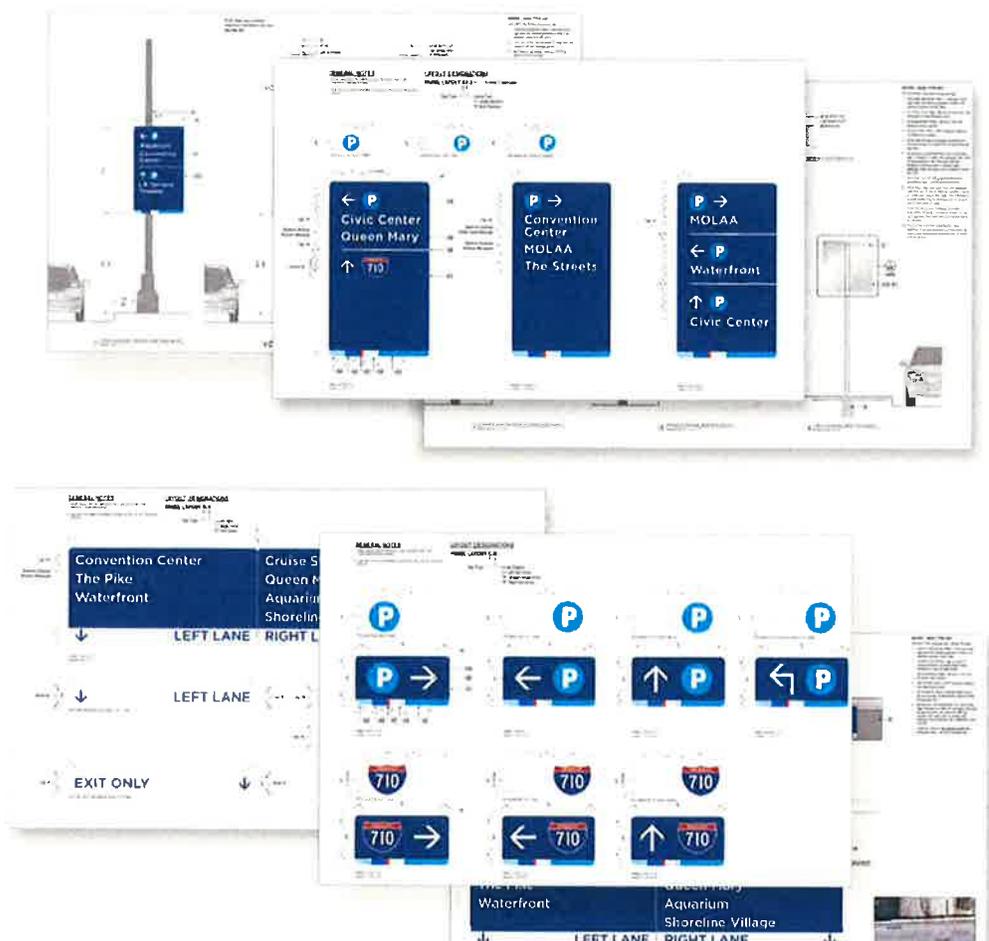
City & Neighborhood
Gateway Design

Vehicle & Pedestrian
Signage & Wayfinding
Master Plan

Bicycle Wayfinding

Mapping

Revenue Generation





CITY OF SANTA MONICA

SANTA MONICA, CALIFORNIA

Dates:
2013 – 2017

Client:
City of Santa Monica

Key Staff:
Clifford Selbert
(Creative Director)

India Howlett
(Design Director)

Brandon Reeves
(Designer & Project
Manager)

Rachael Rosa
(Design Support)

Services Provided:
Signage & Wayfinding
Master Plan
Mapping
Digital
Communications
Furniture &
Lighting Design

Selbert Perkins has worked with the City of Santa Monica to transform the city's wayfinding system. This comprehensive signage system includes static and digital wayfinding for pedestrians, vehicles, and cyclists. With the goal of improving the transit user's experience to and from their station or stop, the First Last Mile Wayfinding program provides direction and map-based information on transit options and destinations within a 10-15 minute walk of the Metro station. The results are a dynamic, sustainable system as well as an online travel and information system that enhances the traveler experience by providing detailed trip planning.





DOWNTOWN PARKING WAYFINDING

SANTA MONICA, CALIFORNIA

Dates:

2013 – 2017

Client:

City of Santa Monica

Key Staff:

Clifford Selbert
(Creative Director)

India Howlett
(Design Director)

Brandon Reeves
(Designer & Project
Manager)

Rachael Rosa
(Design Support)

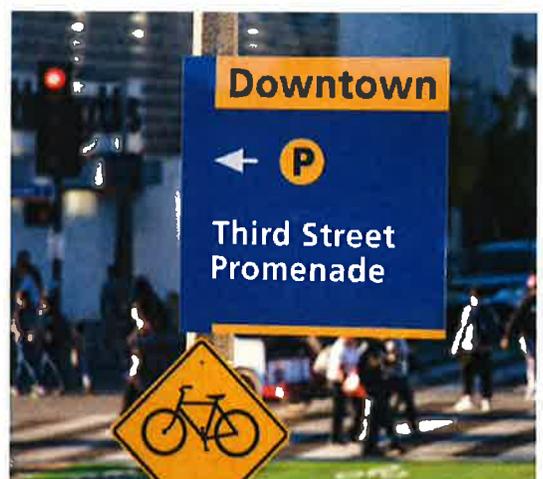
Services Provided:

Signage & Wayfinding
Master Plan

Mapping

Digital
Communications

Furniture &
Lighting Design



ATTACHMENT 1 EXHIBIT A



CITY OF SANTA MONICA

SANTA MONICA, CALIFORNIA

Dates:

2013 – 2017

Client:

City of Santa Monica

Key Staff:

Clifford Selbert

(Creative Director)

India Howlett

(Design Director)

Brandon Reeves

(Designer & Project
Manager)

Rachael Rosa

(Design Support)

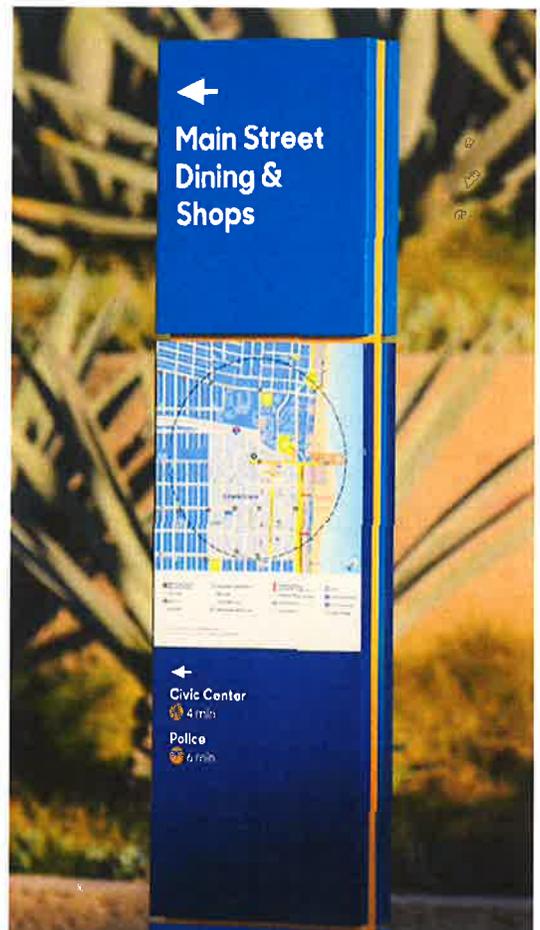
Services Provided:

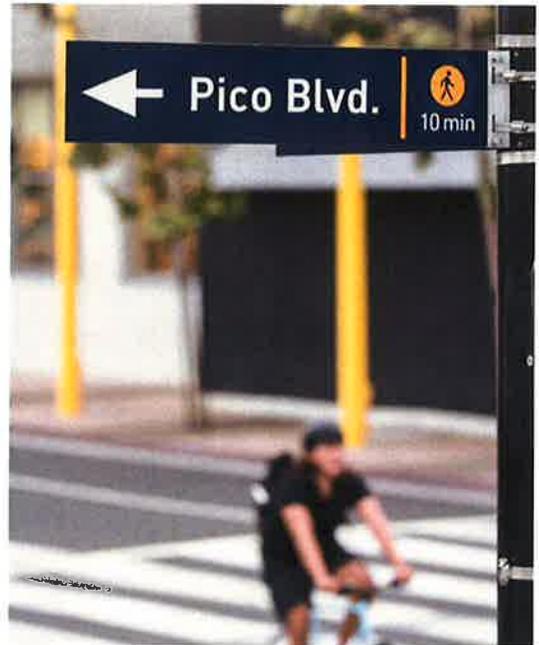
Signage & Wayfinding
Master Plan

Mapping

Digital

Communications





FIRST LAST MILE PEDESTRIAN SIGNS

SANTA MONICA, CALIFORNIA

Dates:

2013 – 2017

Client:

City of Santa Monica

Key Staff:

Clifford Selbert
(Creative Director)

India Howlett
(Design Director)

Brandon Reeves
(Designer & Project
Manager)

Rachael Rosa
(Design Support)

Services Provided:

Signage & Wayfinding
Master Plan

Mapping

Digital
Communications

Furniture &
Lighting Design



ATTACHMENT 1 EXHIBIT A



CITY OF ANAHEIM

ANAHEIM, CALIFORNIA

Dates:

2015 – Present

Client:

City of Anaheim

Key Staff:

Clifford Selbert
(Creative Director)

India Howlett
(Design Director)

Brandon Reeves
(Designer & Project
Manager)

Rachael Rosa
(Design Support)

Services Provided:

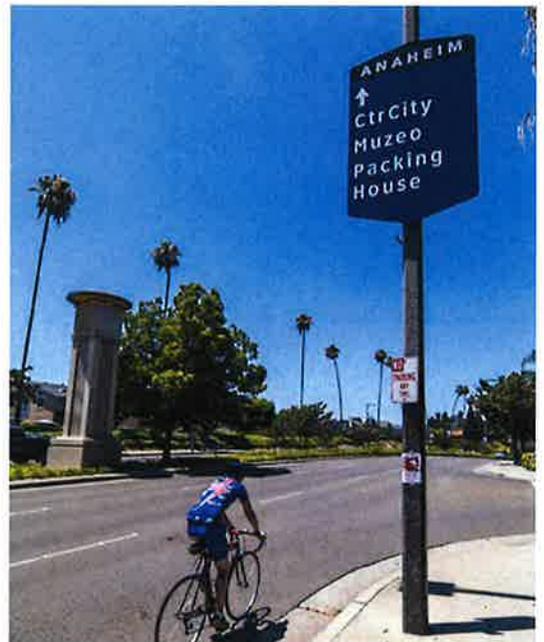
Vehicle & Pedestrian
Signage & Wayfinding
Master Plan

Solar Powered
Signage System

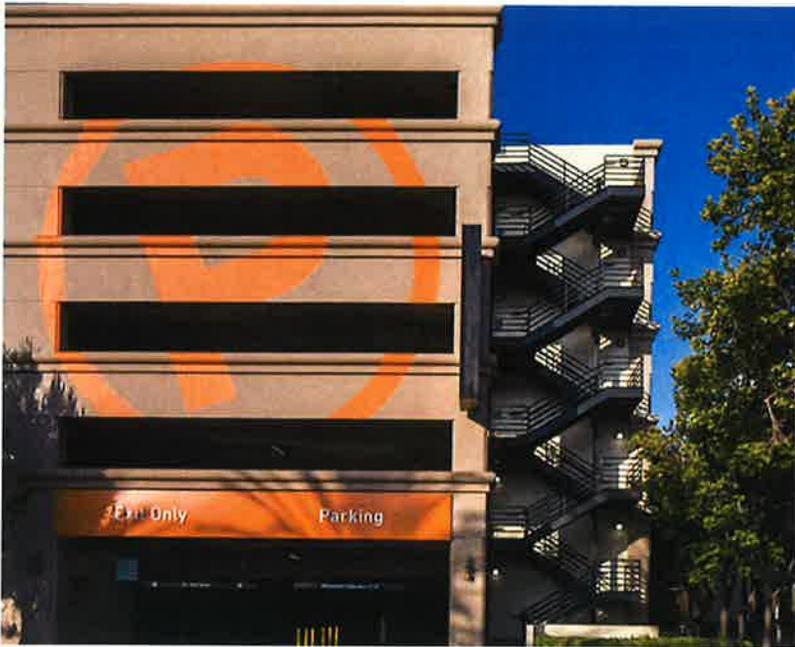
Mapping

Digital Parking

Selbert Perkins Design designed and implemented a Citywide Wayfinding System for the City of Anaheim. The project includes City Identity, District Identity, Street Identity, Parking Garage Identity, Vehicle and Pedestrian Direction Signage, and a Banner Program. This system features a clean energy with signage components illuminated via solar power. The project goal was to create a uniform, unique signage system that is both functional and recognizable to the residents and visitors to the City of Anaheim and the CtrCity District. The resulting sign system by SPD created a balanced image, identity and sense of place.



ATTACHMENT 1 EXHIBIT A



CITY OF ANAHEIM

ANAHEIM, CALIFORNIA

Dates:

2015 – Present

Client:

City of Anaheim

Key Staff:

Clifford Selbert
(Creative Director)

India Howlett
(Design Director)

Brandon Reeves
(Designer & Project
Manager)

Rachael Rosa
(Design Support)

Services Provided:

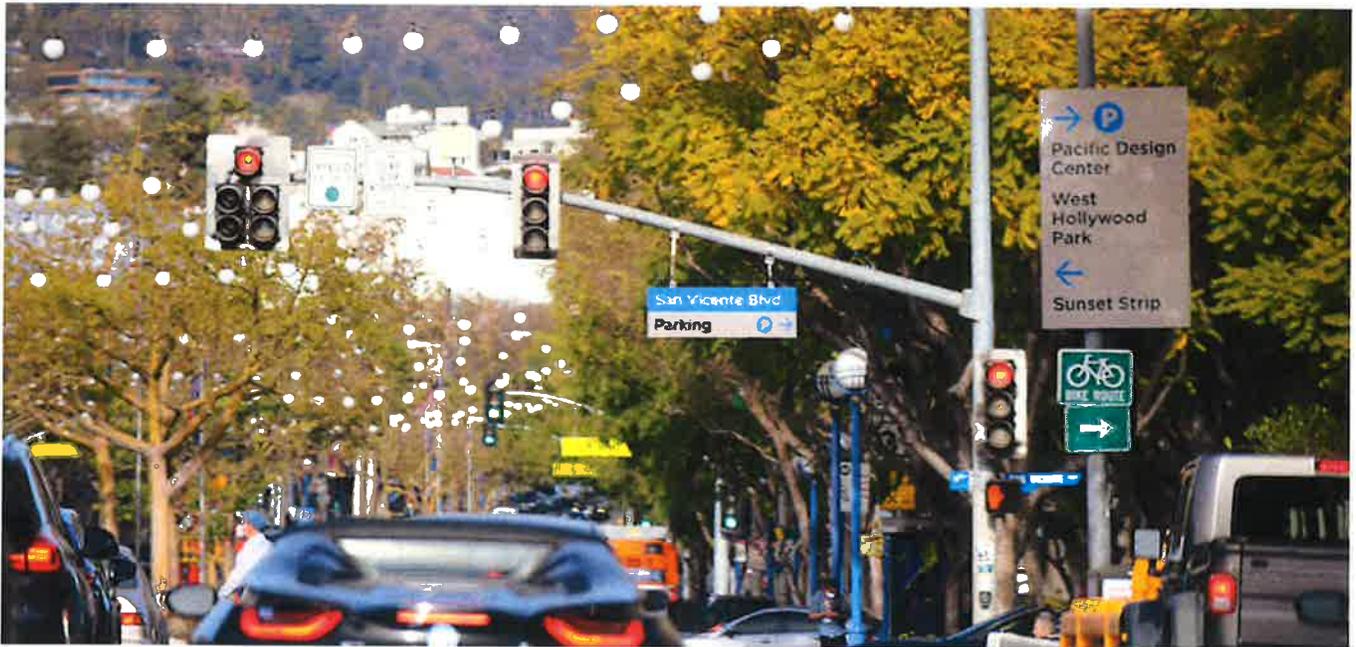
Vehicle & Pedestrian
Signage & Wayfinding
Master Plan

Solar Powered
Signage System

Mapping

Digital Parking





CITY OF WEST HOLLYWOOD

WEST HOLLYWOOD, CALIFORNIA

Dates:

2011 – present

Client:

City of West Hollywood

SPD collaborated with the city on a wide range of projects to re-establish The Sunset Strip as a world class entertainment district. We wrote the new digital billboard and street furniture ordinance, coordinated the Sunset Spectacular billboard competition, designed the citywide vehicle and pedestrian wayfinding system for streets, parks, and parking, new digital welcome signs, graphics for hotels, mixed use retail centers, select billboards, and large scale public art and amenities.

Professional

Services Provided:

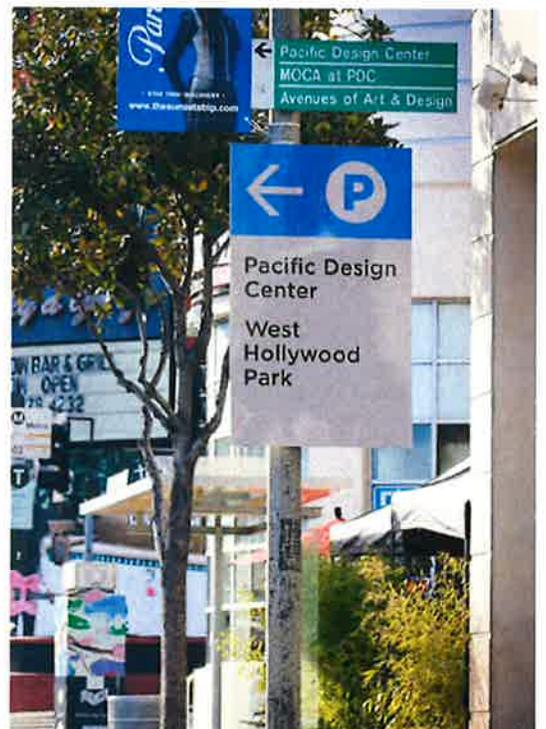
Signage & Wayfinding
Master Plan

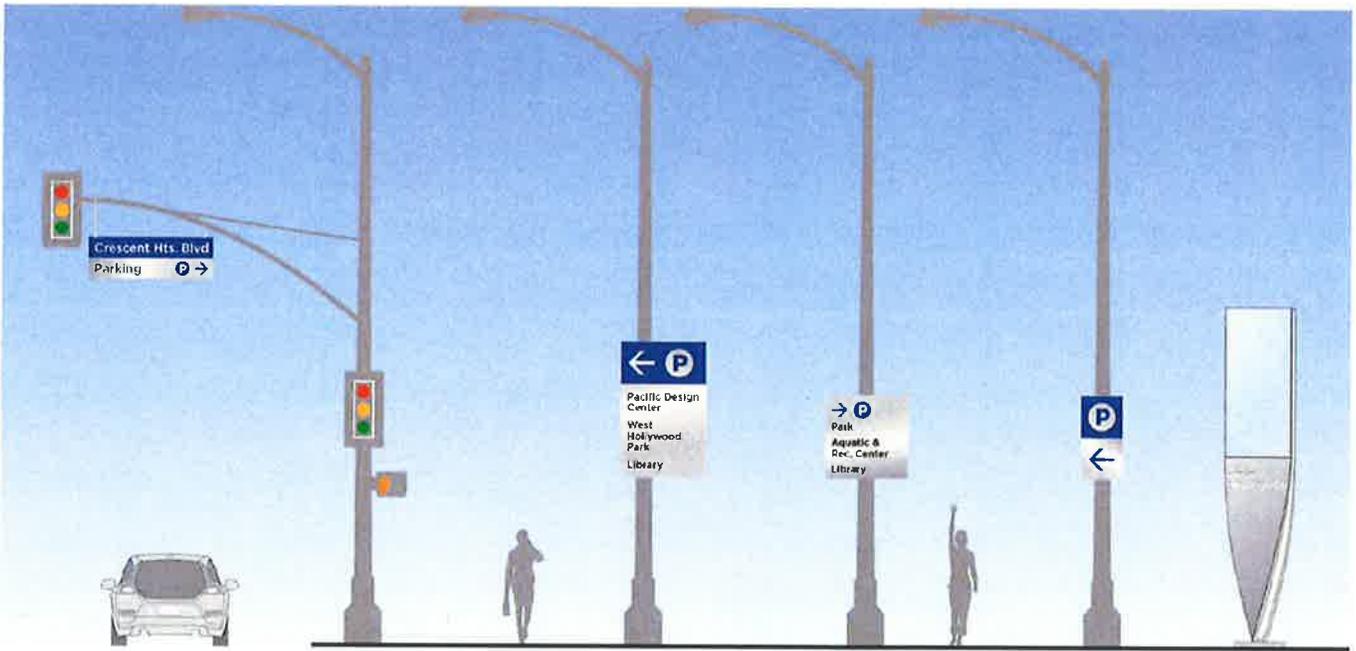
Street Furniture
Master Plan

Environmental
Graphics

Digital
Communications

In Construction





CITY OF WEST HOLLYWOOD

WEST HOLLYWOOD, CALIFORNIA

Dates:

2011 – present

Client:

City of West Hollywood

Professional

Services Provided:

Signage & Wayfinding
Master Plan

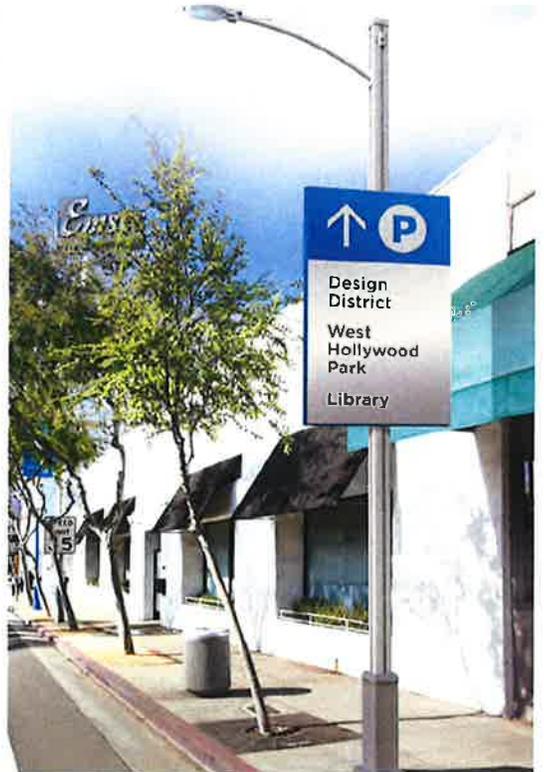
Street Furniture
Master Plan

Environmental
Graphics

Digital
Communications

In Construction

SPD collaborated with the city on a wide range of projects to re-establish The Sunset Strip as a world class entertainment district. We wrote the new digital billboard and street furniture ordinance, coordinated the Sunset Spectacular billboard competition, designed the citywide vehicle and pedestrian wayfinding system for streets, parks, and parking, new digital welcome signs, graphics for hotels, mixed use retail centers, select billboards, and large scale public art and amenities.



ATTACHMENT 1 EXHIBIT A



STREET MEDIA MASTER PLAN

WEST HOLLYWOOD, CALIFORNIA

Dates:

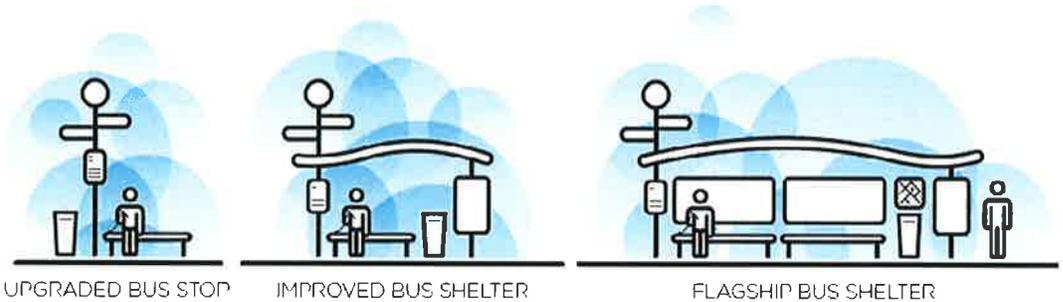
2011 – present

Client:

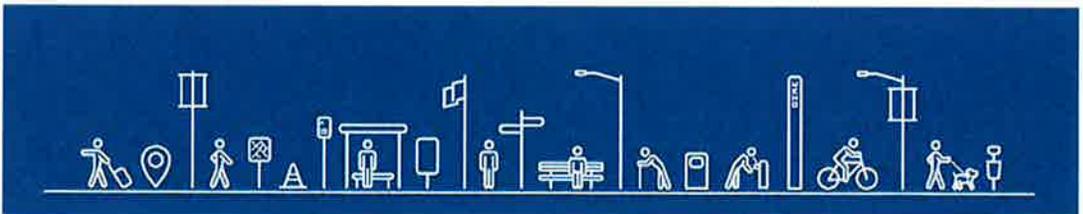
City of West Hollywood

Professional Services Provided:

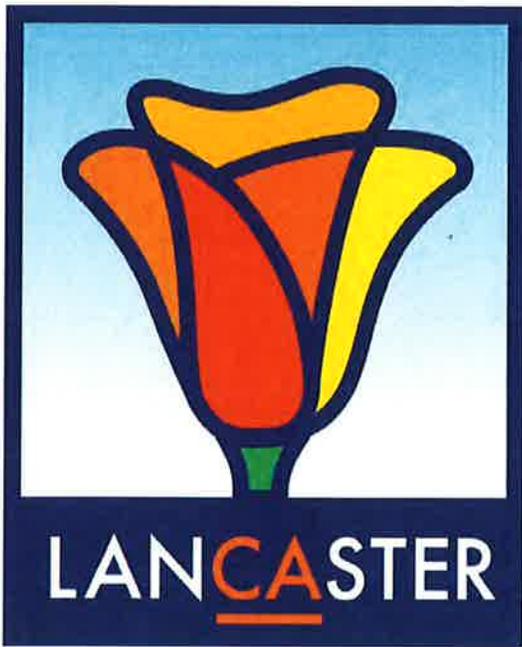
- Signage & Wayfinding Master Plan
- Street Furniture Master Plan
- Environmental Graphics
- Digital Communications
- In Construction



CITY OF WEST HOLLYWOOD
Street Media Needs Assessment
FINAL REPORT



ATTACHMENT 1 EXHIBIT A



CITY OF LANCASTER

LANCASTER, CALIFORNIA

Dates:

2020 – present

Client:

City of Lancaster

Services Provided:

Brand Development

Signage and
Wayfinding Master
Plan

Highway
Placemaking
Master Plan

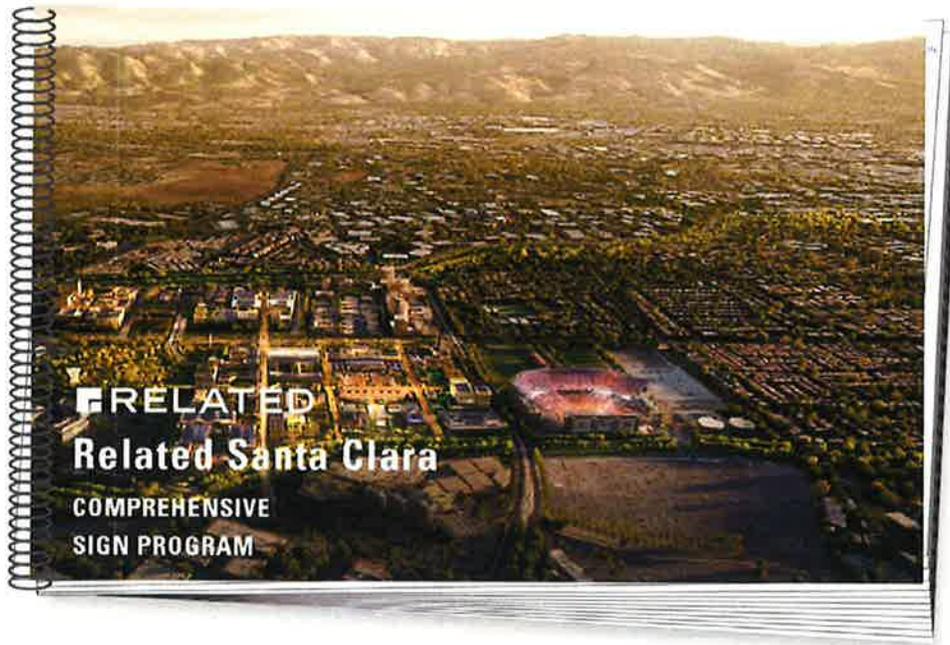
Reference:

Jennifer Sequin
jsequin@cityo-
flancaster.org

SPD collaborated with the City of Lancaster to research, plan, design, and implement a new logo and brand for Lancaster CA. The new brand repositions Lancaster as a vibrant community at the center of innovation, technology, and nature. The logo represents the California poppy, the CA state flower, and celebrates the Lancaster poppy reserve. SPD is now implementing the brand into a new Citywide Signage and Wayfinding System and adjacent Highway Placemaking Master Plan.



ATTACHMENT 1 EXHIBIT A



RELATED SANTA CLARA

SANTA CLARA, CALIFORNIA

Dates:

2018 – present

Client:

Related Companies

Key Staff:

Clifford Selbert
(Creative Director)

India Howlett
(Design Director)

Brandon Reeves
(Designer & Project Manager)

Rachael Rosa
(Design Support)

Professional Services Provided:

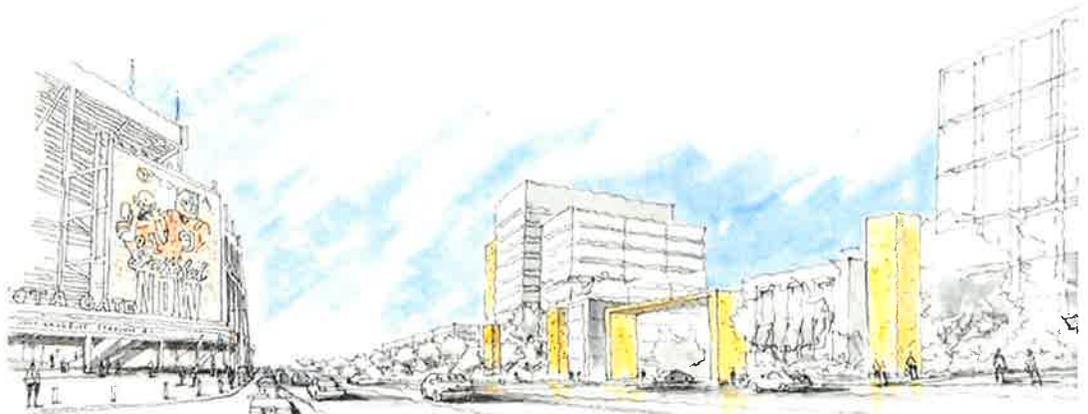
Signage & Wayfinding Master Plan

Signage Ordinance

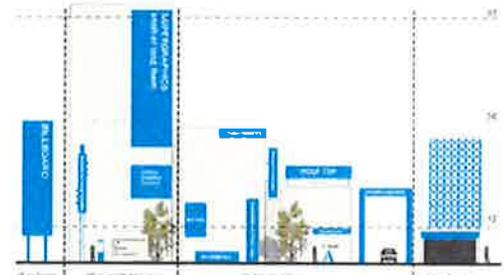
Digital Sign &

Advertising Standards

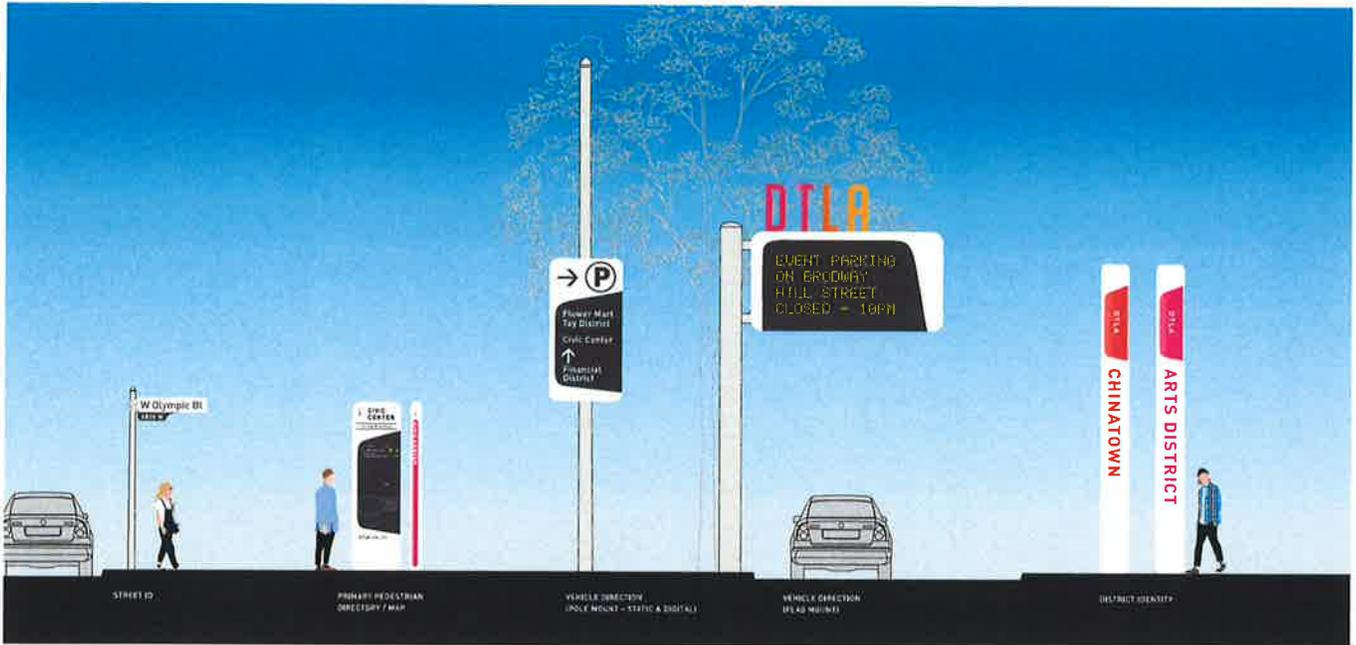
Related Santa Clara is a new 240-acre mixed use development in Silicon Valley adjacent to the 49ers Levi's Stadium. This new LEED-designed urban center includes hospitality, residential, office, retail, food & beverage venues, entertainment, open space, public facilities, transportation and parking. SPD developed the comprehensive new Signage Ordinance, wayfinding master plan and digital sign and advertising standards. The new smart city represents the evolution of planning and design for future cities.



DIGITAL SIGN TYPE ALLOCATION DIAGRAM



ATTACHMENT 1 EXHIBIT A



WALK DOWNTOWN LOS ANGELES (DTLA)

LOS ANGELES, CALIFORNIA

Dates:
2019 – present

Client:
Central City
Association

**Professional
Services Provided:**

- Signage & Wayfinding
Master Plan
- Mapping
- Digital
Communications

Collaborating with the city and a wide range of district stakeholders, SPD developed the master plan for the vehicle and pedestrian wayfinding for downtown Los Angeles/ DTLA. The branded kit-of-parts includes innovative City and neighborhood gateways, pedestrian, vehicle, and bikeway signage, heads-up maps, and links to digital parking and storytelling.





LAS VEGAS GATEWAY

LAS VEGAS, NEVADA

Dates:

2018 – 2020

Client:

City of Las Vegas

Collaborators:

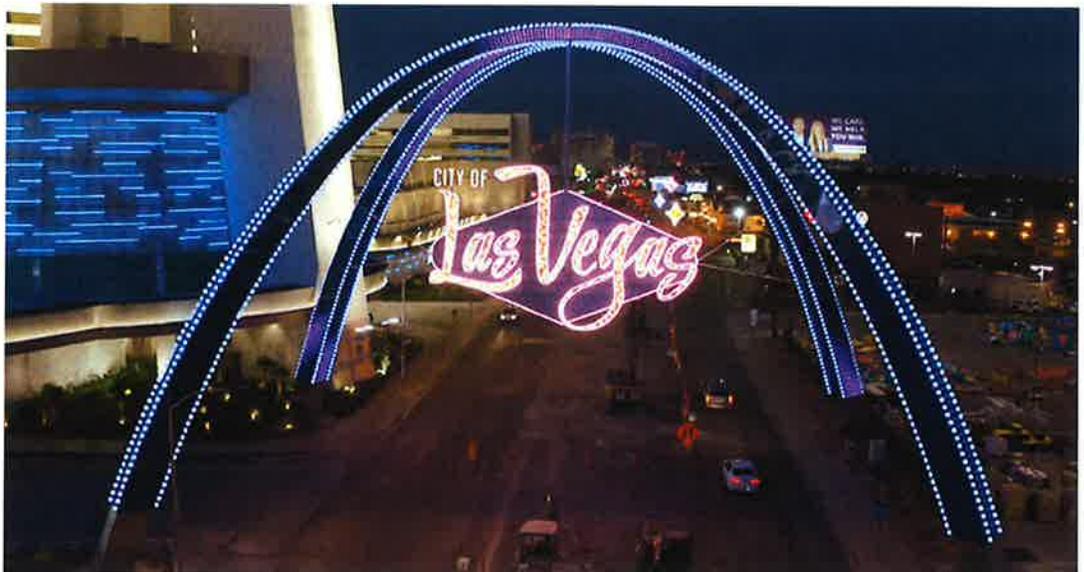
YESCO

Services Provided:

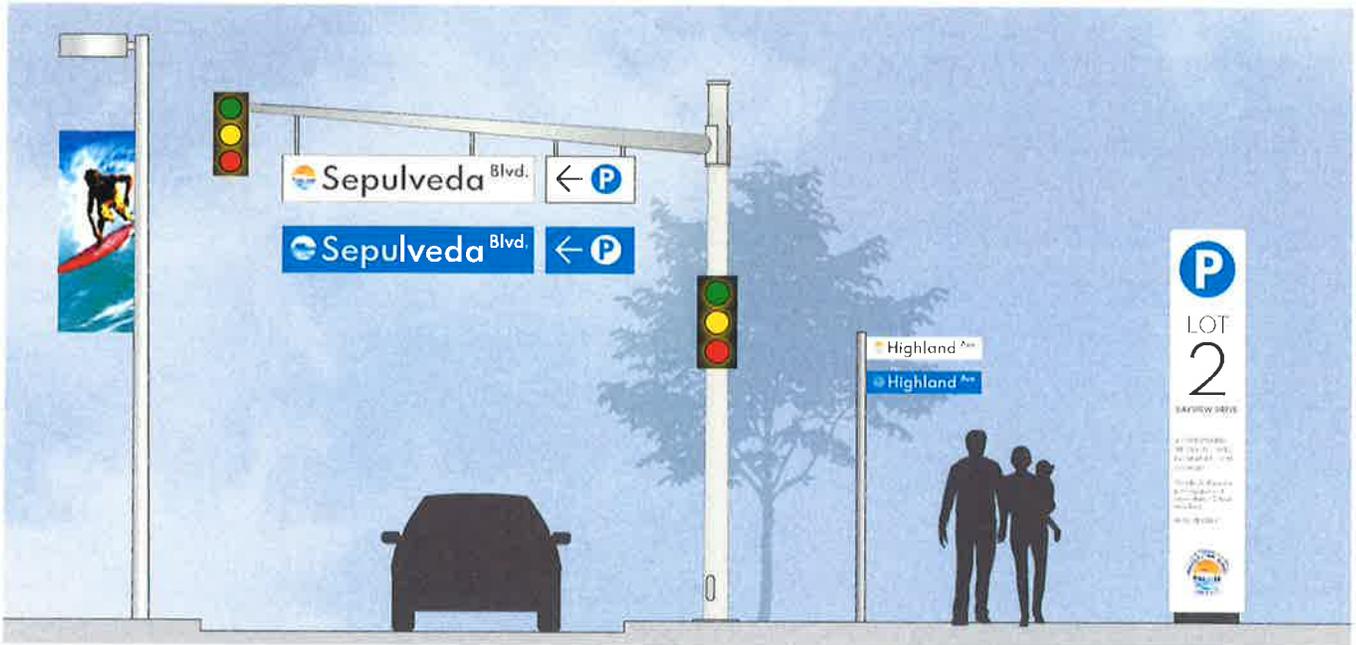
Landmark Design

Public Art

Selbert Perkins Design collaborated with the City of Las Vegas to create the iconic new city gateway. The epic structure integrates both traditional and state of the art LED lighting to create a dynamic new entry experience into downtown. The new gateway celebrates the entrance to Historic Downtown Las Vegas, providing a memorable landmark experience and economic catalyst for the city.



ATTACHMENT 1 EXHIBIT A



CITY OF MANHATTAN BEACH

MANHATTAN BEACH, CALIFORNIA

Dates:

2017 – present

Client:

City of Manhattan Beach

Key Staff:

Clifford Selbert
(Creative Director)

India Howlett
(Design Director)

Rachael Rosa
(Design Support)

Professional Services Provided:

Signage & Wayfinding
Master Plan

SPD is currently developing a comprehensive community identification and wayfinding signage program for the City of Manhattan Beach, CA. The resulting signage program will be functional, as well as iconic in how it represents the diverse assets of the City of Manhattan Beach community



ATTACHMENT 1 EXHIBIT A



MARINA DEL REY HARBOR

MARINA DEL REY, CALIFORNIA

Dates:
2008 – 2010

Client:
Los Angeles Department of Beaches and Harbors

Key Staff:
Clifford Selbert
(Creative Director)

Services Provided:
Public Art
Signage & Wayfinding
Master Plan
Printed Media

After months of careful collaboration with community leaders, revised visual identity and brand standards were developed. Selbert Perkins created a bright new color palette and system of icons for the Marina-wide sign system, all inspired by the colors of the sea and sky. As a cost-effective measure, the aging and dated existing signage and wayfinding structures were retrofitted and refaced, and existing entrance signs were refreshed and repainted. An annual banner program was designed and implemented to develop an awareness of Marina del Rey and draw public attention to community events, services and festivals, such as the annual "Discover the Marina", the annual free public concert series, and the Coast Link - a water shuttle services that operates in the summer months.



ATTACHMENT 1 EXHIBIT A



LOS ANGELES WORLD AIRPORTS

LOS ANGELES, CALIFORNIA

Dates:

1996 – Present

Client:

Los Angeles
World Airports

Services Provided:

Brand Identity

Gateway Design

Signage & Wayfinding
Master Plan

Digital

Communications

LAX is the second largest airport in the USA and facilitates over 88 million passengers a year. Selbert Perkins Design created, designed, and implemented the Iconic LAX Gateway and letters, as well as the new name, logo, signage and wayfinding program for all airport facilities and the new Automated People Mover System. The LAX Gateway welcomes all visitors to LA with dramatic 32' high LAX letterforms, and a ring of 12 - 100' lighted pylons to create the largest lighting display in the world. The landmark celebrates its 20-year anniversary in August 2020.





LOS ANGELES WORLD AIRPORTS

LAWA SIGNAGE STANDARDS

Dates:

2019 - present

Services Provided:

- Site-wide Analysis
- Naming & Numbering
- Design Criteria
- Nomenclature Criteria

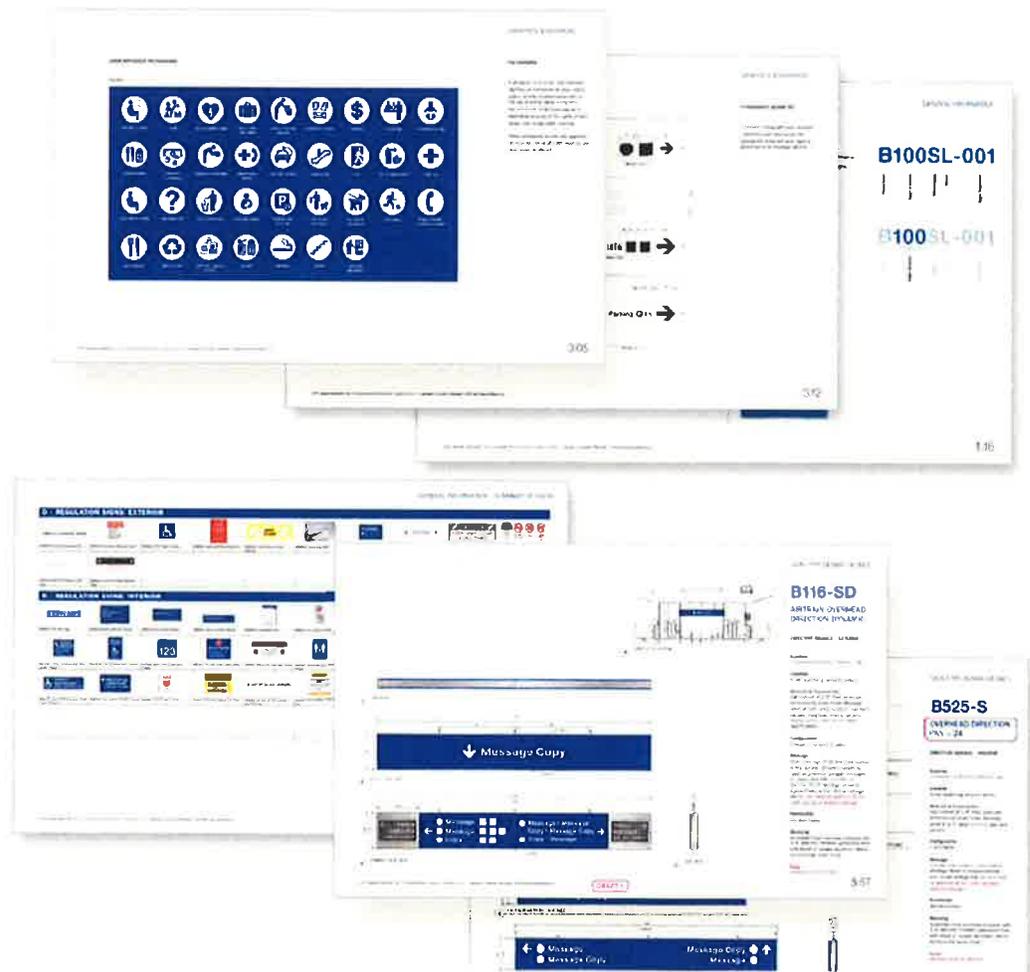


EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2021

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

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

PRODUCER Fucci & Friedman Inc. 186 W Main Street, Suite 9 Sayville NY 11782		CONTACT NAME: PHONE (A/C, No, Ext): (631) 218-9700 FAX (A/C, No): (631) 218-9707 E-MAIL ADDRESS: daffatigato@ffinc.com																						
INSURED Selbert Perkins Design Inc, 432 Culver Boulevard Playa Del Rey CA 90293		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Sentinel Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Accident and Indemnity</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Hartford Casualty Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td>Philadelphia Indemnity</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance Co		INSURER B:	Hartford Accident and Indemnity		INSURER C:	Hartford Casualty Ins Co		INSURER D:	Philadelphia Indemnity		INSURER E:			INSURER F:		
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INSURER C:	Hartford Casualty Ins Co																							
INSURER D:	Philadelphia Indemnity																							
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL219315495 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			12SBAIP2380	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			12UECKH2223	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			12XHUWU0291	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	12WECAD0C6H	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			PHSD1609811	03/01/2021	03/01/2022	each claim \$2,000,000 aggregate \$2,000,000

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as additional insured on a primary and non-contributory basis as respects General and Auto Liability if required by a written contract. Waiver of Subrogation applied to Workers Compensation if required by a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia 401 E. Chapman Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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(Policy Provisions: WC000000C)

**INFORMATION PAGE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY
INSURER: SEE ATTACHED ENDORSEMENT**



NCCI Company Number:
Company Code: 9

 **Fucci &
Friedman Inc.**
Insurance Agency
186 W. Main St, Suite 9, Sayville, NY 11782
Phone: (631) 218-9700 Fax: (631) 218-9707

POLICY NUMBER: 12 WEC AD0C6H
Previous Policy Number: 12 WEC AD0C6H

Suffix	
LARS	RENEWAL
	5

1. **Named Insured and Mailing Address:** SELBERT PERKINS DESIGN INC
(No., Street, Town, State, Zip Code) 432 CULVER BLVD
PLAYA DEL REY CA 90293

FEIN Number: 92-9550457

State Identification Number(s): Refer to the EXTENSION OF THE INFORMATION PAGE – WC990365.

The Named Insured is: Corporation
Business of Named Insured: Graphic Design Services
Other workplaces not shown above: See Endorsement - WC990366

2. **Policy Period:** From 03/01/21 To 03/01/22 ANNUAL
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: RISK PLACEMENT SERVICES INC
50 CHARLES LINDBERGH BLVD 602
UNIONDALE NY 11553

Producer's Code: 12120914

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(877) 853-2582

Total Estimated Annual Premium: \$18,546

Deposit Premium:

Policy Minimum Premium: \$750 CA (Includes Increased Limit Min. Prem.)

Audit Period: ANNUAL

Installment Term: Four Pay (30%Down+2@25%+1@20%)

The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan S. Castaneda 01/20/21
Authorized Representative Date



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 12 WEC AD0C6H

Endorsement Number:

Effective Date: 03/01/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: SELBERT PERKINS DESIGN INC

432 CULVER BLVD
PLAYA DEL REY CA 90293

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us, Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____

Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date: 01/20/21

Policy Expiration Date: 03/01/22
ATTACHMENT 1 EXHIBIT B

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

BUSINESS LIABILITY COVERAGE FORM

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) 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 of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

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

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

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

BUSINESS LIABILITY COVERAGE FORM

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

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- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 24. "Your product":**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- 25. "Your work":**
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

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

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

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

B. Employees as Insureds

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

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

C. Lessors as Insureds

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

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

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

D. Additional Insured if Required by Contract

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

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

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

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

(2) How Limits Apply

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

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

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

(3) Additional Insureds Other Insurance

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

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

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

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

E. Primary and Non-Contributory if Required by Contract

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

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

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

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

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

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Cover-Prosm

Philadelphia Indemnity Insurance Company

DECLARATIONS

Policy Number: PHSD1609811

NOTICE: THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR INVESTIGATION AND LEGAL COSTS. FURTHER NOTE THAT AMOUNTS INCURRED FOR SUCH COST SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT

- Item 1. **Named Entity and Address:**
Selbert Perkins Design, Inc.
432 Culver Blvd
Playa Del Rey, CA 90293-7706

- Item 2. **Policy Period:** From: 03/01/2021 To: 03/01/2022
(12:01 A.M. Standard Time)

- Item 3. **Premium:** \$ [REDACTED]

- Item 4. **Limits of Liability:** (A) \$ 2,000,000 Each **Claim**, including **Claim Expense**
(B) \$ 2,000,000 Annual Aggregate, including **Claim Expense**

- Item 5. **Deductible:** \$ 5,000 Deductible per **Claim**

- Item 6. **Retroactive Date:** 03/01/1994

- Item 7. **Continuity Date:** 08/31/2011

- Item 8. **Additional Premium for Supplemental Extended Reporting Period:** Refer to PI-PLSP-176





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: OCTOBER 5, 2021

SUBJECT: **PROFESSIONAL SERVICE AGREEMENT WITH CLEARSOURCE FINANCIAL CONSULTING TO PREPARE AN OVERHEAD COST ALLOCATION STUDY AND COMPREHENSIVE FEE AND RATE SCHEDULE**

FISCAL

IMPACT: EXPENSE: \$34,500 GENERAL FUND (102020-6099)

SUMMARY:

Local government agencies, such as the City of Placentia, are responsible for providing a variety of services to citizens. These services range widely from public safety services, such as police patrol, to building-related services, such as the issuance of building permits and conducting safety inspections of new construction. The methods of funding local government services are also varied but the majority come from tax revenues and user fee charges. Services that support the public and public safety are typically tax supported, while services that are more elective in nature and often provide for specific individual beneficiaries are supported by user fee charges. User fee related services are provided by many City departments but tend to be more heavily concentrated in the Planning, Building, Engineering, and Community Services divisions. This action approves a Professional Service Agreement with ClearSource Financial Consulting to prepare an Overhead Cost Allocation and Comprehensive User Fees to recover up to the full cost of providing user fee related services.

RECOMMENDATION:

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

1. Approve a Consulting Services Agreement with ClearSource Financial Consultants for the preparation of an Overhead Cost Allocation Plan Study and Comprehensive Fee and Rate Study; and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1. i.
Oct. 5, 2021

DISCUSSION:

California local government agencies are permitted by law to recover up to the full cost of providing user fee related services from those who receive the benefit of the particular service. Full cost is defined as including both the indirect cost (i.e. overhead) and the direct cost of the service. The objective of establishing a user fee is to recover the cost to the City of providing these voluntarily requested services.

In August 2021, the City posted a Request for Proposal (“RFP”) on the City’s website as well as on the California Society of Municipal Finance Officers (CSMFO) website and the RFP was distributed to various firms specializing in Cost Allocation Plans/Fee Studies. The following five (5) proposals were received:

Capital Accounting Partners, LLC	\$45,910
ClearSource Financial Consulting	\$34,500
Matrix Consulting Group	\$37,000
MGT of America, Inc.	\$48,885
Revenue & Cost Specialist, LLC	\$25,080

Staff is recommending that ClearSource Financial Consulting be awarded the contract for Cost Allocation Plan (“CAP”) and Fee Study. The key factors in the determination were the firm’s approach and experience, and the provided software, which allows for City staff to update, and the associated cost and software improvements provided. The CAP and Fee Study are expected to be completed in time for incorporation into the City’s Fiscal Year 2022-23 budget process.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$34,500 and is included in the City’s 2021-22 Adopted Budget (102020-6099).

Prepared by:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. City of Placentia Request for Proposals
2. ClearSource Financial Consultant’s proposal
3. Consulting Services Agreement – ClearSource Financial



CITY OF PLACENTIA

REQUEST FOR PROPOSALS

OVERHEAD COST ALLOCATION STUDY
AND COMPREHENSIVE FEE AND RATE
STUDY

PROPOSAL CLOSING DATE:
AUGUST 19, 2021
5:00 P.M.

INTRODUCTION

The City of Placentia ("City") is requesting proposals for an Overhead Cost Allocation Study and a Comprehensive Fee and Rate Study. There is a separate scope of work for each of the studies.

BACKGROUND

The City of Placentia is a full-service, charter city, governed by a Council – Administrator form of government and provides a full range of municipal services (see Table of Organization chart). The City employs approximately 178 full-time employees and 30 - 70 part-time employees, depending on the season. Placentia was incorporated in 1926 and has a population of about 51,233. Encompassing approximately 6.7 square miles, Placentia is situated 30 miles east of Los Angeles, in Orange County.

The total budget for the 2021-2022 Fiscal Year (FY) is approximately \$69.8 million, the operations representing approximately \$61.6 million, with a capital budget of \$8.2 million. The General Fund's appropriations of \$36.5 million support the main operations of the City including public safety, public works, recreation, planning and building, finance, community services, and general administration. Special revenue funds include state and county subventions; Measure U funds, Gas Tax, Measure M funds, AQMD fees, and public safety allocations from the State of California. Other special revenues include Parks and Recreation Development fees, Solid Waste fees, and Sewer Maintenance.

The Citywide User Fees the City is currently using was developed in 2018 by an outside agency. The City is interested in identifying common and usual fees for service that are currently not being assessed.

OBJECTIVE

The purpose of this project is to ensure that the City of Placentia is accurately accounting for the true cost of providing services within City operations and that fees for service reflect those costs. It is the City's goal to have a well documented and defensible cost of service plan that will identify rates that can be used to recover billable hourly costs for service and develop user fees that comply with Proposition 218.

SCOPE OF SERVICES REQUIRED – OVERHEAD COST ALLOCATION STUDY

Project tasks shall include, but are not necessarily limited to, the following. If the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant's proposal.

- A. Work with selected City staff to define the purpose, uses, and goals for an

overhead cost allocation plan, ensuring that the development of the plan will be both accurate and appropriate for the City's current needs based upon the FY 2021-22 budget.

- B. Develop an Overhead Cost Allocation Model for calculating the full costs of providing each City service. The requirements of the model shall allow for:
 - 1. The addition or removal of direct and overhead costs so that the overhead cost allocation plan can be developed from a simple plan to a progressively more inclusive plan.
 - 2. The ability to continuously update the model and overhead cost allocation plan from year-to-year as the organizational structure changes and the costs change.
 - 3. The addition of hypothetical service area information for future services enhancements, and the ability to calculate the estimated costs of providing the service under consideration.
- C. The report shall include a description of the overhead costs and the means of allocation to all funds in detail and summary. The report will also include an overall summary of costs allocated to all funds.
- D. Work with the Finance Department in developing service provisions, cost categories, and allocation criteria for current and future programs.
- E. Draft Overhead Cost Allocation Plan and participate in the presentation to select City staff and City Council. Collect and document comments and concerns from staff and Council members and make necessary adjustments as requested.
- F. Report on other matters that come to your attention during your evaluation that in your professional opinion the City should consider.
- G. Deliverables
 - 1. The Consultant will be required to conduct a project kick-off meeting for all cost allocation plan department personnel, City management, and other project stakeholders as needed.
 - 2. The Consultant will also conduct cost allocation plan training sessions and comprehensive review of the cost allocation plan reports for Finance and/or other project stakeholders is also required. Each phase will include complete cost allocation plan calculations, recommendations, reports, and presentations.
 - 3. A model in Excel format will be provided for City staff so they can update it in future years.
 - 4. Following completion of calculations and recommendations, the Consultant will provide a report of study results that will need to be compiled and

presented by the Consultant to City personnel and officials provided should include at a minimum:

- a) Final cost allocation plan calculation reports for the City. These reports will be based on the reviewed and approved draft cost allocation plan calculation reports.
 - b) A draft followed by a final comprehensive project report. The project will represent the City's cost recovery policy, including recommendations for current and new fees. The reports will include an executive summary of the results of the cost allocation plan and detailed schedules and documents.
 - c) Members of the project team will present results of the cost allocation plan to City personnel and officials at informal, or more formal venues such as a City Council regular session, workshop session, or public hearing. The presentations will include executive-level reviews of process for completing and implementing the cost allocation plan and include discussion of subsidy levels and determination of such.
5. Prepare final plan and provide three (3) bound copies and one (1) unbound copy (or file copy in PDF format) to the City.

SCOPE OF SERVICES REQUIRED – COMPREHENSIVE USER FEE AND RATE STUDY

The consultant shall conduct a comprehensive review of the City's fee and rate structure with the goal of establishing a consistent and objective based fee and rate structure that meets the needs of the City and its citizenry. This user fee study must calculate the costs of providing services and incorporate layers of decisions based on multiple variables such as the following:

- Elasticity of demand
- Practicality of collection
- Encouraging, or discouraging, consumption behavior
- Private sector competition

A typical user fee study includes the following goals and objectives:

- Define what it costs the City to provide various fee-related services
- Determine whether there are any opportunities to implement new fees
- Identify service areas where the City might adjust fees based on the full cost of services and other economic or policy considerations
- Develop revenue projections based on potential increases (or decreases) to fees
- Perform internal analyses of staffing levels, workload statistics, and performance

measures

- Establish cost recovery and subsidy policies
- Adopt an updated user fee schedule

Project tasks shall include but are not necessarily limited to the following. If the Consultant feels that additional tasks are warranted, they must be clearly identified in the Consultant's proposal.

- A. Departments/divisions to be studied include the following, but are not limited to:
 1. Administration
 2. Finance
 3. Development Services
 4. Police
 5. Fire & Life Safety
 6. Public Works
 7. Community Services

- B. In calculating the full cost of user fees, a transparent approach is required utilizing City staff's knowledge with Consultant's expertise to generate comprehensive and accurate results. Costs must be generated from the "bottom-up," building the costs component by component to arrive at legally defensible fees. The "bottom-up" approach will:
 1. Ensure that all personnel time by department, division, etc. is identified and accounted;
 2. Ensure that all costs—user fee service related or not—are included in the study;
 3. Include checks and balances to ensure all personnel time and associated costs are captured and distributed accurately, not just on a high-level percentage basis;
 4. Ensure transparency with a clear and easily understandable identification of all time and associated costs for all department personnel, services, and activities.

- C. The Consultant shall ensure that the full cost calculation incorporates both direct and indirect costs, including direct salaries and benefits, operating costs, capital asset use charges, indirect support from other departments, and is consistent with the methodology recommended by the Government Finance Officers Association (GFOA).

- D. The Consultant will include a comparative survey of fees with at least five (5) neighboring cities.

- E. The Consultant shall provide a spreadsheet user fee model to the City that is easy to use, yet powerful enough to handle even the most complex of fees. The model

will be flexible and able to accommodate fund, department, divisions, and fees of vastly different sizes. The model will be fully customized to accurately reflect the unique aspects of the City's organization. Other formats may be proposed but must accomplish the same goals as the spreadsheet model.

The model will allow the cost of services to be analyzed at the unit cost level, or on a program-wide basis where desired. The model will accommodate the ability to individually control all types of costs, including personnel costs, contract costs, direct materials, departmental support costs and allocated indirect costs, and include several self-checking audit formulas. This will allow the model to calculate fees that are both accurate and comprehensive.

- F. The Consultant will design an analytical calculation that is defensible, yet flexible enough to complete the analysis within a reasonable timeframe and without unduly impacting the other work requirements of City staff.

The Consultant will use highly detailed calculations to produce standard costs as the most defensible and practical method. On-site interviews will be conducted with the City staff in the data gathering stage and the review stage. All data is derived from the City's sources. Documented information will be used, such as unit volume where available, and best estimates from City staff where data has not been historically collected.

- G. The Consultant shall review all the documentation supporting the current fee and rate structures for all departments and services.

- H. The Consultant's final product will consist of a summary schedule of full costs and fees, divided into two (2) distinct sections:

1. **Current Fees:** this section displays information about all service areas as they currently exist and compares the fee levels to the full cost information:
 - a) Current fee
 - b) Annual revenue
 - c) Full cost
 - d) Recovery percentage
 - e) Annual subsidy
2. **Recommendations:** developed with input from City staff and City Council, the recommendations section provides instant feedback for decision makers as to what the subsidy will be for a service if fees are set at less than 100% recovery. By entering varying recovery levels, the model will re-calculate the fee and provide updated information regarding:
 - a) Expected annual revenue
 - b) Expected increase over current revenues
 - c) Expected annual subsidy

- I. The Consultant shall utilize the Overhead Cost Allocation Model, developed as

part of this project, to calculate the costs of providing City services.

J. Deliverables

1. The Consultant will be required to conduct a project kick-off meeting for all cost allocation plan department personnel, City management, and other project stakeholders as needed.
2. The Consultant will also conduct cost allocation plan training sessions and comprehensive review of the cost allocation plan reports for Finance and/or other project stakeholders is also required. Each phase will include complete cost allocation plan calculations, recommendations, reports, and presentations.
3. A model in Excel format will be provided for City staff so they can update it in future years.
4. Following completion of calculations and recommendations, the Consultant will provide a report of study results that will need to be compiled and presented by the Consultant to City personnel and officials and include workshops. Information provided should include at a minimum:
 - a) Final user fee calculation reports for the phased departments with current or potential new user fees. These reports will be based on the reviewed and approved draft user fee calculation reports. Each departmental report will include:
 - i. Description of each City service for which a fee is charged or could be charged.
 - ii. The number of units provided in an obtainable 12-month period for each fee or potential new fee.
 - iii. Review the reasonableness of each fee or potential new fee.
 - iv. Documentation of data used to calculate each fee or potential new fee.
 - v. Transparent calculation of direct/indirect costs associated with each fee or potential new fee on a per-unit basis formatted for the continuation of user fee study.
 - vi. Detailed recommendation options to recover the full cost, or portion of full cost of each fee or potential new fee.
 - vii. Detailed calculation of subsidies for each fee or potential new fee with factors that could prevent the implementation of the full cost of existing user fees or potential new user fees.
 - viii. Rationale and considerations for charging fees or potential new fees.
 - ix. Detailed projected City revenues and revenue increases based on recovery recommendation options.
 - x. Recommendations to change the existing or implementation of new user fees.
 - b) A draft followed by a final comprehensive project report. The project will represent the City's cost recovery policy, including recommendations for current and new fees. The reports will include

an executive summary of results and detailed schedules documenting:

- i. A description of each service provided.
 - ii. Summarization of full cost composition, present cost recovery, and cost/revenue analysis by department.
 - iii. Summarization of a comparison of current user fee levels to the full cost of that service.
 - iv. Summarization of a comparison of current user fee levels to the full cost of that service.
 - v. Summarization of various fee alternatives with associated impact on revenue generation and cost recovery including applicable comparative data relevant to public policy issues.
 - vi. Summarization of all user fee charges, and rate increases for the City and projected current revenues and increases in revenues.
 - vii. Discussion of the operational or accounting considerations needed for implementation for services for which user fees are not collected.
5. Members of the project team will present results of the fee study to City personnel and officials at informal, or more formal venues such as a City Council regular session, workshop session, or public hearing. The presentations will include executive-level reviews of process for completing and implementing the cost allocation plan and include discussion of subsidy levels and determination of such.

K. The Consultant shall prepare a final study and provide three (3) bound copies and one (1) unbound copy (or file copy in PDF format) to the City.

CITY'S RESPONSIBILITIES

The City staff will provide the Consultant with all relevant information it has pertaining to the City and its operations including operating and capital budgets, the existing cost allocation plan and current fee Re solutions and related documents.

PROPOSAL FORMAT

Proposal should include the information requested below:

- Cover letter summarizing the proposal.
- Scope of work (a description of the work program including a description of deliverables and activities).
- Description of the Project Team. The names, title and qualifications (resumes) of the proposed project manager and support staff and subcontractors who will be

conducting the work on this assignment, including their experience and projects in which they had “hands on” responsibility, and length of time with the firm. The project manager will be expected to be fully involved and conversant in the details of the project on a day-to-day basis. Describe the organization structure of staff members and sub-consultants (if any).

- Outline of the proposed work plan.
- The Consultant shall present a specific “not to exceed” fixed fee including associated fees (i.e., printing costs, attendance at meetings, travel). A requested payment schedule should accompany the work schedule.
- A list of references for similar projects including names of contract persons and telephone numbers for your firm and for any subcontractors.

AVAILABLE BUDGET/CONTRACT

The City wishes to negotiate a fixed price contract with a “not to exceed” dollar total based on a clearly defined scope of work. It should be noted that the selected Consultant will be required to carry both Worker’s Compensation and General Liability Insurance in the amount to be determined by the City Attorney.

The City has a need for user fee calculations and recommendations for the next annual budget preparation cycle or FY 2022-23. The Consultant is required to complete this study and to deliver an electronic fee study model which can be updated annually by the City by January 18, 2022.

TENTATIVE SCHEDULE

:

Task	Date
Proposal deadline	August 19, 2021
Committee screens all proposals & determines finalist(s)	August 23-26, 2021
City interviews final candidates (if necessary)	August 30-31, 2021
Staff submits recommendation to City Administrator	September 7, 2021
City Administrator's recommendation to the City Council	September 14, 2021
City Council Meeting	September 21, 2021
Work begins	September 22, 2021
Completion of project	December 18, 2021
Presentation of final report to City Council	January 18, 2022

SELECTION CRITERIA

Proposals will be evaluated based on the following criteria:

- Thoroughness and understanding of the tasks to be completed.
- Background and experience in organizational analysis evaluation.
- Firm's expertise and overall experience of personnel assigned to the work.
- Time required to accomplish the requested services.
- Responsiveness to requirements of the project.
- Public sector experience in a municipal setting, conducting similar studies.
- Cost

REVISION TO THE RFP

The City reserves the right to revise the Request for Proposals (RFP) prior to the date that proposals are due. Revisions to the RFP shall be faxed and/or e-mailed to all interested firms. In addition, the City reserves the right to extend the date by which the proposals are due.

DISCRETION AND LIABILITY WAIVER

The City reserves the right to exercise discretion and apply its judgment with respect to all proposals submitted.

The City reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of the consulting firms submitting proposals, supplementary information as may be necessary for City staff to analyze the proposals.

The City may elect to award a contract for either one of the projects, or award projects in multiple phases, as is deemed to be in the City's best interest. Should the City award projects in phases, the City reserves the right to award the phases to the same firm.

The Consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City reserves the right to accept or reject any or all proposals, to waive any irregularity in a proposal, and to make an award as may best serve the interests of the City.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

All proposals submitted in response to this RFP become the property of the City and public records and, as such, may be subject to public review.

The City reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to: selection procedures, submittal date, and submittal requirements. If the City cancels or revises the RFP, all interested firms will be notified using fax and/or e-mail.

INSURANCE REQUIREMENTS

The Consultant shall demonstrate the willingness and ability to provide the required insurance coverage as set forth below within ten (10) calendar days of notification of selection for award of this Agreement.

The selected firm(s) will be required to carry and provide certificates of insurance for general and automobile liability insurance as follows:

- General Liability: \$1,000,000 minimum per occurrence
- Automobile Liability \$1,000,000 minimum per occurrence
- Worker's Compensation Statutory Limits

The General Liability Insurance is to contain or be endorsed to name the City, its officers, officials, employees and agents as Additional Insured as it pertains to liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original

endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful firm.

Worker's Compensation policies are to be endorsed to include a waiver of subrogation against the City, its officers, officials, employees and agents.

The successful Consultant will be required to enter into a Service Agreement with the City. A draft agreement will be provided upon request.

DIRECTIONS FOR DELIVERY OF THE PROPOSAL

Proposals shall be clearly identified as: "Response to Request for Proposals for Overhead Cost Allocation, Comprehensive Fee Study

Three (3) copies of the proposal and one (1) unbound copy of the proposal in a "sealed" packaging shall be delivered no later than 5:00 PM on Thursday, August 19, 2021 to:

City of Placentia
Finance Department
Attn: Jessica Brown
401 E. Chapman Avenue
Placentia, CA 92870

CONTACTS

All questions regarding this project should be directed to Jessica Brown, Director of Finance at 714-993-8229 or jbrown@placentia.org.

CITY OF PLACENTIA

AUGUST 19, 2021

PROPOSAL TO PERFORM CONSULTING SERVICES

Overhead Cost Allocation Study and Comprehensive Fee and Rate Study

ClearSource Financial Consulting

TERRY MADSEN | PRINCIPAL CONSULTANT

tmdasen@clearsourcefinancial.com | 831.288.0608

7960 B Soquel Drive, Suite 363 | Aptos, California 95003

www.clearsourcefinancial.com

ATTACHMENT 2

CONTENTS

PROPOSAL ORGANIZATION

The following content has been organized following the specifications of the Request for Proposals (RFP).

	Cover Letter
A	Scope of Work
B	Project Team
C	Proposed Work Plan
D	Consulting Fee
E	References

August 16, 2021

CITY OF PLACENTIA

Finance Department
Attention: Jessica Brown
401 East Chapman Avenue
Placentia, California 92870

Proposal for Overhead Cost Allocation Study and Comprehensive Fee and Rate Study

To the Members of the City's Project Team:

Thank you for the opportunity to provide cost allocation, cost of service, and user/regulatory fee consulting for the City of Placentia. ClearSource is well-qualified, available, and equipped to complete the scope of work envisioned by the City. We bring an **open mind for change** and exhibit the **energy to do the heavy lifting it takes for a fresh look** on the subject. We commit to the City of Placentia to provide premier service, on time, and within budget:

PREMIER SERVICE	ON TIME	WITHIN BUDGET
We routinely demonstrate care about the details and the rightful influence of local conditions . We do the hard work to achieve modern and meaningful outcomes that reflect the way our clients serve their communities today.	We know time is of the essence in this work: a key determination of success and satisfaction for many of our city clients. All project reporting will be ready 120 days from project commencement , within the City's delivery deadline of January 18, 2022 .	We will finish the scope of services without change orders , which is our standard practice. We do not ask our clients to bear the risk in estimating what it takes to do this work thoroughly and with successful enactment of results.

I am the President of ClearSource Financial Consulting, authorized to negotiate and bind ClearSource contractually. I have read all terms and conditions of the RFP. ClearSource will comply with the City's terms without exception and perform services described in those cited procurement documents. My signature obligates ClearSource to the terms of this proposal and confirms that this proposal shall remain valid for a period of 90 calendar days from the date of this submittal.

Sincerely,



TERRY MADSEN, PRESIDENT | CLEARSOURCE FINANCIAL CONSULTING

COMPANY NAME: ClearSource Financial Consulting
MAILING ADDRESS: 7960 B Soquel Drive, Suite 363, Aptos, CA 95003
WEB: www.clearsourcefinancial.com
CONTACT NAME: Terry Madsen, President and Principal Consultant
PHONE NUMBER: 831.288.0608
EMAIL ADDRESS: tmadsen@clearsourcefinancial.com
FAX NUMBER: 831.684.7646

SCOPE OF WORK

CONSULTING SERVICES

ClearSource Project Understanding

The City of Placentia is initiating an **Overhead Cost Allocation Study and Comprehensive Fee and Rate Study**. Through both elements, this type of project is focused on the ethic of “the costs to serve” from the following perspectives:

- What are the **full costs (direct and indirect) of the comprehensive line-up of services provided to the community**, which currently have or may be eligible for a user or regulatory fee?
- What **structure of fee (and other forms of cost recovery)** provides a reasonable means for recovering appropriate costs of service?
- What are the **cost recovery targets or policies** of the City as to the amounts that should be paid for those who request or cause these services?
- What is the **impact to the source funds** – typically the General Fund – of changes to user/regulatory fees and other forms of cost recovery?

City Objectives

The City of Placentia prevailing schedule of fees and narrative published on its website indicates that comprehensive study of fees was last performed in 2017, with amendments to fees adopted in 2021.

The City states that the purpose of the forthcoming project is to ensure that it is **accurately accounting for the true cost of providing services within City operations and that fees for service reflect those costs**. The City’s goal by the completion of the project is to have a well documented and defensible cost of service plan that will identify rates that can be used to recover billable hourly costs for service

and develop user fees that comply with Proposition 218.

With respect to the evaluation of its user fees, the City expects the project to establish a **consistent and objective based fee and rate structure that meets the needs of the City and its citizenry**.

City Services for Study

For the Comprehensive Fee and Rate Study, it is expected that direct, fee-related services under review in this element will focus on services eligible for user fee methodology, as well as identification during this study of any relevant additions for services performed without a fee or for under-quantified or ineffectively structured fees.

All direct services throughout the City organization for which a user or regulatory fee is or can be imposed can be included in the study as desired. This can encompass activities such as:

- Regulatory activities, such as review and inspection of land development, construction/building, and improvements to infrastructure, and other areas of code review, compliance, and enforcement
- Permitting, such as special events and use of public facilities, infrastructure, and services
- Facility rentals and use of public spaces, such as community centers, recreational sites, parks, and athletic field use
- Program participation
- Operations and services of individual benefit/request or in response to individual action

SCOPE OF WORK

- ➔ Licensing, billing, records management, and administrative service
- ➔ Hourly rates for direct-billing City staff time

From **the City's existing Updated Fees for Various City Services Amending the Comprehensive Fee Schedule Adopted January 26, 2021**, we expect the study to include in the analysis the following broad areas with fee-based services, in addition to new service-based fees ClearSource and/or City staff may identify through the study:

- ➔ Planning
- ➔ Building
- ➔ Fire
- ➔ Public Works/Engineering
- ➔ Police
- ➔ Code Enforcement
- ➔ Community Services
- ➔ Finance and General

Revenue streams generally excluded from this type of methodology due to differing authority, implementation and analytical methodologies, and approval procedures would include: utility rates and other property-related fees subject to Proposition 218 proceedings, assessments, in-

lieu fees, development impact fees, fees intended and codified more as "taxes," punitive fines/penalties, and general taxes.

While cost recovery for the above listed direct services are the focus of Comprehensive Fee and Rate Study, the Overhead Cost Allocation Study focuses on potential cost recovery for the "indirect" services of the municipal organization through interfund transfers and/or indirect rates. Indirect services represent City budget units commonly found in the General Fund that might include:

- ➔ Legislative and general governmental activities
- ➔ Organization-wide management and administration
- ➔ Central support services outside of internal service funds with billed rates

Our standard practice – and built into our expected work plan – is an open mind for additions or deletions of direct services for which a fee is established or indirect services for which an overhead charge is applicable.

APPROACH

City Expectations

Specifically for the Comprehensive User Fee and Rate Study, the City of Placentia expects the project to deliver the following goals it defines as common among user fee studies in California:

- ➔ Define what it costs the City to provide various fee-related services
- ➔ Determine whether there are any opportunities to implement new fees
- ➔ Identify service areas where the City might adjust fees based on the full cost of services and other economic or policy considerations
- ➔ Develop revenue projections based on potential increases (or decreases) to fees

SCOPE OF WORK

- Perform internal analyses of staffing levels, workload statistics, and performance measures
- Establish cost recovery and subsidy policies
- Adopt an updated user fee schedule

With respect to the evaluation of user fees and rates, the City requires that the project calculate the costs of providing services and incorporate layers of decisions based on multiple variables such as:

- Elasticity of demand
- Practicality of collection
- Encouraging, or discouraging, consumption behavior
- Private sector competition

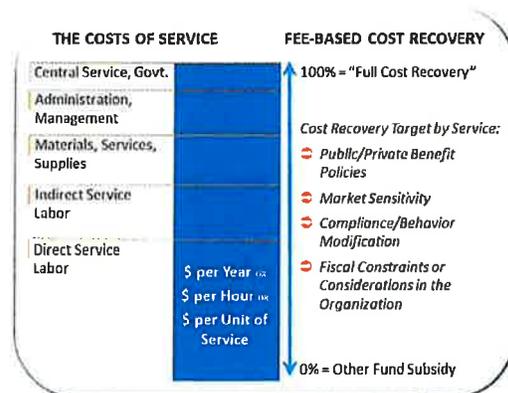
ClearSource Methods

Understanding the nature of the project and the City's objectives, scope of review, and its expectations, the following list summarizes essential components which are embedded in the ClearSource approach to developing defensible and sustainable user and regulatory fees for California public agencies.

- Adherence to the state's legal boundaries: **Article 13C of the California Constitution**, Proposition 218, and Proposition 26, which direct fees be set according to the estimated reasonable cost of service and bear a fair and reasonable relationship to the payer's burdens on or benefits received from City service.
- Development of a functionally layered **"full cost of service"** to represent the maximum limit for fees and cost recovery, inclusive of direct and indirect costs of service from participating City divisions and centralized City services.

- Valuation of City time in providing direct services, serving as the basis for fee structures or for direct billing.
- Development of **cost recovery policy and practices**, which optimize the City's array of funding sources considering public/private benefits, market sensitivity, compliance and behavior modification, and fiscal constraints, as reflected in **Exhibit 1**.

EXHIBIT 1 | COSTS AND COST RECOVERY



- Remodeling of fee structures where cost profiles or City operations necessitate change for improved recovery, better alignment with City business practices, or more efficient or accurate collections.
- Full support and flexibility to complete the administrative record and pursue successful adoption/implementation of proposals, including interaction with internal and external stakeholders without limits.
- Reflection of **local values**, including internal perspectives and practices and existing City Council policy or common direction.
- **No limit on live events** with any type of participant – internal or external – to ensure outcomes developed collaboratively, with mutual understanding, and the best

SCOPE OF WORK

chance of successful approval and implementation

ClearSource works with many public agencies on a regular basis to manage fees in a proactive and dynamic fashion, just as Placentia has accomplished by studying fees at timely intervals. Remembering issues raised in prior studies, understanding the necessary outcomes for what constitutes a completely finished work product, knowing when it's time to pursue change, and collaborating with staff to craft the best possible narrative is a standard part of our practice and helps us maintain positive working relationships year after year for our clients.

ClearSource Guiding Principles

ClearSource follows several guiding principles as we approach this subject matter for our clients:

- Create cost allocations, fees, and associated practices that are understandable, implementable, and maintainable.
- Care about the details. Documentation matters. Communication with stakeholders matters.
- Identify estimated reasonable costs of service and use this information to set a coordinated and mutually consistent system of fees, internal charges, and associated policies.
- Balance the additional effort required for ongoing administration and maintenance when attempting to achieve a greater degree of accuracy.
- Consider legality, existing systems, resource capacity, and staff and community preferences when determining the best course of action.

ClearSource Solutions

For its Overhead Cost Allocation Study and Comprehensive Fee and Rate Study, ClearSource expects to spend **230 hours over a 120-day timeframe** performing on-time, in-budget service for the City of Placentia. Our efforts across both studies will focus in the following key areas:

- Development and Documentation of Critical Inputs:
 - Remodeled Fee Structures and Service Categories (as merited)
 - Financial Foundation for the Costs of Service: revenues, personnel costs and organization, operating costs, and allocated administration/central services
 - Annual Service Time
 - Individual Unit Service Time
 - Volume of Applications, Permits, and Service Population (as feasible)
- Development and Documentation of Quantitative Analysis:
 - Overhead Cost Allocation Plan: full cost iteration compliant with 2 CFR 200 federal cost principles
 - Fully Burdened Hourly Rates and Indirect Cost Rates for Charged Labor: by department/division, by functional classification, by staffing classification, and/or by individual
 - Activity Costs of Service: by individual fee-related service, by broad service category, and/or by functional program
 - Cost Recovery Policy: how much of the costs of service should be recovered by a fee?

SCOPE OF WORK

- Regional Fee Comparison: does the market influence the City's decision-making?
- Master Fee Schedule ready for the 2022-23 fiscal year, including tools for annual updates
- Project Fee and Revenue Impacts
- Engagement and Approval:
 - Departmental Interaction: project commencement, onsite data development, and interim review points
 - City Leadership Interaction: coordination of direction and strategy
- City Council Interaction: presentation of findings and public hearing
- Deliverables:
 - Reporting: draft report, summary presentation, staff report, and final report
 - Tools: fully-burdened hourly rate models, overhead cost allocation model, activity costs of service models, master fee schedule, and reporting

Please refer to Section C of this proposal to review our detailed work plan in line with the City's required deliverables and tasks.

PROJECT TEAM

INTRODUCTION TO CLEARSOURCE

ClearSource History

ClearSource is pleased to submit our qualifications the **City of Placentia** support its forthcoming **Overhead Cost Allocation Study and Comprehensive Fee and Rate Study**. We look forward to the chance to serve the leaders, direct service providers, constituents, and stakeholders of the City.

ClearSource Financial Consulting (ClearSource) is a privately owned California-based boutique consulting firm intentionally sized and structured to emphasize a **highly tailored, high quality study experience for our public sector clients**. ClearSource is staffed by a four-person team of seasoned individuals with decades of combined experience in local government financial analysis. We are particularly focused on equitable forms of locally controlled cost recovery within the challenges and constraints of the ever-evolving California statutory and legal environment, informed respectfully and strategically by the voter driven principles embedded in Propositions 218 and 26.

Our firm is centered on the philosophy and principles of ClearSource founder and President, Terry Madsen, who will lead our tasks from start-to-finish. **For over 20 years, Terry has provided financial consulting services exclusively to local government agencies**. In October 2011, he founded ClearSource, a firm dedicated to providing local government agencies with premier financial consulting, serving with the:

- Energy and enthusiasm to dive deep into the details,
- Willingness to do the heavy lifting necessary to implement modernization and lasting change,

- Exclusive staffing on projects of only tenured professionals able to enact both science and art, and
- Commitment to on-time delivery and not-to-exceed consulting fees.

Contact ClearSource

Please refer to the following information and statistics about ClearSource:

ClearSource Financial Consulting

Proposing Consulting Firm

Terry Madsen, President & Principal Consultant

Authorized Representative to the City of Hemet

7960 B Soquel Drive, Suite 363 | Aptos, CA 95003

Corporate Headquarters and Primary Mailing Address

California

State of Incorporation

2011, Nine Years

Year of Incorporation, Years in Business as ClearSource

Four

Number of Employees in ClearSource

tmadsen@clearsourcefinancial.com

Email Our Principal Consultant

831.288.0608

Phone Our Principal Consultant

Sole Provision of Study Services by ClearSource

All services identified in the City's scope of services for the Overhead Cost Allocation and Comprehensive Fee and Rate Studies will be completed by ClearSource personnel. No services will be subcontracted to other firms, nor will any subconsultants or subcontractors be used to supplement ClearSource staff. **ClearSource is entirely qualified and fully resourced to complete these services.**

PROJECT TEAM

CLEARSOURCE QUALIFICATIONS

ClearSource Service Expertise

ClearSource provides professional services to California municipal agencies, consulting on topics focused on **revenue management through cost of service-based resources**.

EXHIBIT 2 | CLEARSOURCE SERVICES



ClearSource specializes in conducting the following common areas of study and consultation on a wide cross-section of governmental services and funds:

- User and regulatory fee studies
- Master fee schedule development and ongoing management
- Comparative/market analysis
- Cost allocation plans
- Internal service fund rate studies

Our primary focus is in revenue streams linked to cost of service principles, equity, and local-government control. Throughout these areas of expertise, we often work in harmony with internal and external stakeholders to achieve successful implementation of the necessary solutions.

As with every study of this type, the successful completion of this project for the City will require **positive, professional relationships with agency staff**, contract service providers,

stakeholders, and the City Council and/or subcommittees. ClearSource clientele can attest to our ability to successfully navigate timing, competing values, and other challenges that arise when completing large scale projects.

During his career, **Terry Madsen has been awarded for his integrity, client service, dedication, and perseverance**. His treatment of internal staff, and respect for the challenges they face and the results they require in order to successfully accomplish their goals and objectives, results in working relationships that span multiple years and projects.

ClearSource Organization Capacity

The ClearSource organization is comprised of four senior consultants, each with no less than 15 years of experience in financial consulting or directly in municipal finance. Our corporate organization chart is shown in **Exhibit 3**.

EXHIBIT 3 | CLEARSOURCE FIRM ORGANIZATION



ClearSource is a registered corporation in the State of California. We formed our practice in 2011 after joining together from service in

PROJECT TEAM

other California consulting firms and California public agencies prior to that time. In the past five years, our firm has increased its staffing from two to four consultants.

Please continue reading this Section B for biographies of proposed team members for the City of Placentia's project.

ClearSource Experience

FEE & COST RECOVERY TOPICS | ClearSource has performed consulting services within the past 24 months comparable to the City of Placentia's scope of work for its Overhead Cost Allocation Study and Comprehensive Fee and Rate Study for the sample of California cities and their specific fee/cost recovery-based programs listed in **Exhibit 4** on the following page. This includes identification of trending topics in California fee design, such as short term vacation rentals, cannabis retailer regulation, electric vehicle charging stations, stormwater regulation and inspections, and technology enhancement recovery.

COMPARABLE ORANGE COUNTY PROJECTS | Within the past three years, ClearSource has served the following clients in Orange County on comparable project subject matter and deliverables to the City of Placentia's forthcoming study, including for:

- **City of Lake Forest** | Citywide user/regulatory fees, formal cost recovery policy, and overhead cost allocation
- **City of Costa Mesa** | Citywide user/regulatory fees and overhead cost allocation

- **City of Huntington Beach** | Citywide user/regulatory fees and overhead cost allocation
- **City of Laguna Woods** | Citywide user/regulatory fees and overhead cost allocation
- **City of Santa Ana** | Overhead cost allocation, indirect cost rates, and internal service fund rates

COMPARABLY SCALED PROJECTS IN SOUTHERN CALIFORNIA REGION | Within the past three years, ClearSource has served cities in other regions of Southern California of comparable community scale to the City of Placentia – populations of 40,000-80,000 – including:

- **City of La Quinta, CA** | Citywide user/regulatory fees and overhead cost allocation
- **City of Hemet, CA** | Citywide user/regulatory fees, overhead cost allocation,
- **City of Azusa, CA** | Citywide user/regulatory fees
- **City of Cathedral City, CA** | Citywide user/regulatory fees and overhead cost allocation
- **City of Bell Gardens, CA** | Citywide user/regulatory fees, overhead cost allocation, and indirect cost rates

Please refer to Section E of this proposal for comparable project profiles and references.

PROJECT TEAM

EXHIBIT 4 | SAMPLING OF COST OF SERVICE AREAS STUDIED RECENTLY

Cost of Service Category	Sampling of Cities Served by ClearSource in the Last 24 Months													
<i>In all cases, ClearSource delivered publishable and working master schedule of fees and supporting cost of service models in Microsoft Excel, enabling our clients to manage fees between comprehensive studies.</i>	City of Campbell, CA	City of Escalon, CA	City of Huntington Beach, CA	City of La Quinta, CA	City of Lake Forest, CA	City of Larkspur, CA	City of Lincoln, CA	City of Rancho Mirage, CA	City of Roseville, CA	City of San Leandro, CA	City of Shafter, CA	City of Torrance, CA	City of Ventura, CA	
	Community Development													
	Planning	x	x	x	x	x	x	x	x	x	x	x	x	x
	Land Development	x	x	x	x	x	x	x	x	x	x	x	x	x
	Building & Safety	x	x	x	x	x	x	x	x	x	x	x	x	x
	Public Safety													
	Fire Prevention & Operations	x		x	x			x	x	x	x		x	x
	Police	x	x	x	x			x		x		x	x	x
	Animal Control		x							x		x	x	
	Public Works													
	Infrastructure & Operations	x	x	x	x	x	x	x	x	x		x	x	x
	Engineering	x	x	x	x	x	x	x	x	x		x	x	x
Utilities			x				x		x		x	x	x	
Community Services														
Parks & Community Spaces	x	x	x	x	x	x	x		x		x	x	x	
Recreation Programs	x	x		x	x	x			x			x	x	
Community Centers & Libraries	x	x	x	x	x		x		x		x	x	x	
Facility Use and Rentals	x	x	x	x	x	x	x		x		x	x	x	
Special Events	x	x	x	x	x		x	x	x		x	x	x	
Film Permitting			x	x	x	x		x	x			x	x	
Other	x	x		x	x							x		
Administration & Governmental														
Business Licensing		x					x	x					x	
Clerk / Public Records	x	x	x	x	x	x	x	x	x		x	x	x	
Indirect Cost Rates & Charges	x	x	x	x	x	x	x	x	x		x	x	x	
Fully Burdened Hourly Rates	x	x	x	x	x	x	x	x	x	x	x	x	x	
Trending Topics														
Vacation Rentals				x				x					x	
Cannabis Retailers				x									x	
Electric Vehicle Charge Stations	x				x									
NPDES	x		x	x								x	x	
Technology Enhancement	x		x	x		x	x		x				x	

PROJECT TEAM

CLEARSOURCE PROJECT TEAM ORGANIZATION

This project will be led from start-to-finish by **Terry Madsen**. He will conduct all meetings, present all reports, and oversee development of all analysis and outcomes. **Analytical and strategic support will be provided only by senior-level professionals:** Jeanette Hahn and David Schroeder, as described by Exhibit 5. Their experience includes more than 50 years of direct support to local government agencies.

ClearSource utilizes a uniform billing rate for all of our personnel, set to \$150 per hour. Additional information on consulting hours and project costs in Section D of this proposal.

EXHIBIT 5 | PROJECT TEAM STRUCTURE



CLEARSOURCE PROJECT MANAGER

We introduce **Terry Madsen** as our **Project Manager for the City of Placentia**. Terry is highly regarded by his clients. Please contact the following agency leaders for their experience working with Terry on cost of service and fee studies:

- ➔ Sheila Poisson, Finance Director
CITY OF TORRANCE, CALIFORNIA
Phone: 310.618.5854
Email: spoisson@torranceca.gov
- ➔ Richard Lam, Budget Analyst
CITY OF AZUSA, CALIFORNIA
Phone: 626.812.5200
Email: rlam@ci.azusa.ca.us
- ➔ Monica Radeva, City Clerk
CITY OF LA QUINTA, CALIFORNIA
Phone: 760.777.7035
Email: mradeva@laquintaca.gov
- ➔ Mike Nichols, Fire Prevention Captain
COUNTY OF KERN, CALIFORNIA
Phone: 661.391.7000
Email: mnicholas@kerncountyfire.org



Terry Madsen

PROJECT MANAGER AND PRINCIPAL CONSULTANT

45% of Total Hours for the City of Placentia's Project

Terry Madsen is the President and Principal Consultant of ClearSource Financial Consulting. For 20 years, he has provided financial consulting services to local government agencies. In October 2011, Terry founded ClearSource Financial Consulting (ClearSource), a firm dedicated to providing local government agencies with premier financial consulting services. From October 2001 to October 2011 Terry was employed by a competing California firm, NBS. Terry's depth of knowledge includes numerous service areas including user fee studies, indirect cost allocation studies, internal service fund rate studies, water and wastewater rate studies, and special financing district administration.

PROJECT TEAM

During his career, Terry has served the following diverse sampling of California agencies, among many others: the Cities of Costa Mesa, Huntington Beach, La Quinta, Laguna Woods, Larkspur, Long Beach, Milpitas, Palos Verdes Estates, Rancho Mirage, Roseville, San Leandro, Santa Ana, Santa Clara, Sebastopol, Shafter, Torrance, and Ventura; the Counties of El Dorado and Kern; and special districts such as Sacramento Regional Transit and Rancho Simi Recreation and Parks.

Within the past several years, Terry has supported cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- ➔ County of Kern, CA | Project Manager – Fire prevention fees, fire department indirect cost rates
- ➔ City of Lake Forest, CA | Project Manager – Citywide user and regulatory fees, formal cost recovery policy, Citywide indirect cost allocation
- ➔ City of La Quinta, CA | Project Manager – Citywide user and regulatory fees
- ➔ City of Long Beach, CA | Project Manager – Engineering development review fees
- ➔ City of Roseville, CA | Project Manager – Citywide user and regulatory fees, internal service fund rates
- ➔ City of Ventura, CA | Project Manager – Citywide user and regulatory fees, Citywide indirect cost allocation, internal service fund rates

Terry has worked closely with every level of the public body including property owners, community organizations, City Council/Board members, special commissions, agency managers, all members of the agency finance team, directors of every agency department,

management analysts, and the direct service staff that are the primary contact points for members of the community, such as inspectors, plan reviewers, operators, maintenance personnel, and records staff.

Terry's experience in performing fee studies includes all phases of the work, from project initiation to completion and presentation of final findings. His efforts include data gathering, conducting interviews with agency staff, model development, report preparation, and presentation and delivery of study narratives. He has analyzed fees for a comprehensive array of municipal services, such as planning, land development, building, fire protection, code enforcement, community services, parks, recreation, administration, general governmental, public infrastructure, utilities, and others.

Terry is a member of the California Society of Municipal Finance Officers. He received his undergraduate degree (Cum Laude) from Cal Poly, San Luis Obispo. He was awarded a Bachelor of Science in Business Administration with a Finance Concentration and an Economics Minor. He received his graduate degree from California State University, San Bernardino. He was awarded a Master of Business Administration with an Entrepreneurship Concentration.

Terry is located in Santa Cruz County.

PROJECT ROLE | Terry will serve as our Project Manager to the City of Placentia, responsible for the performance of all study elements and fulfillment of our agreement with the City. In addition to his oversight role, he will also be the Principal Consultant for the study. In this role, he will direct analysis for our assigned staff, implement analytical direction, perform targeted analysis, troubleshoot, provide quality assurance, facilitate onsite and remote

PROJECT TEAM

interaction with City staff and leadership, and represent our team and work in public procedures. **In the City's Comprehensive User Fee and Rate Study, we estimate his efforts at 40-50% of total consulting hours.**

Continuity of Service

As an intentionally structured small firm that believes our size is integral to the way we provide **personalized and high quality service to our client communities**, ClearSource is nonetheless asked by agencies about our plans for ensuring continuity of service if a team member faces personal emergency disruptive to the project. In fact, this is essential to our business and reputation. In addition to our

collegiality and cross-discipline synergy, this is one of the key reasons **our staff is comprised only of seasoned professionals** in this area of expertise.

Three of our four company consultants are each two or more decades into consulting careers rich with successful project management, direct project performance, and accomplished public engagement for successful implementation of outcomes. For the City of Placentia, in the unlikely event our proposed project manager Terry Madsen became unable to complete these services, fellow team member Jeanette Hahn will step into his place, able to perform at equal level, effectiveness, and achievement to Terry.

CLEARSOURCE SUPPORT STAFF

We introduce the following professionals who will be assigned to the City of Placentia for specific elements of the project.



Jeanette Hahn

SENIOR CONSULTANT

10% of Total Hours for the City of Placentia's Project

Jeanette Hahn is a Senior Consultant for ClearSource Financial Consulting. She has over 20 years of experience advising municipal agencies on equitable and effective costs of service, cost recovery, and strategic financial planning.

Jeanette has analytical and policy expertise in the following subject matter:

- ➔ Cost of service analysis and cost allocation for cost recovery opportunities, including

user fees, regulatory fees, and contracts/partnerships

- ➔ Water, wastewater, reclaimed water, and storm water/drainage utility rates and fees
- ➔ Development impact fees and capacity charge nexus analysis/justification
- ➔ Economic feasibility/decision analysis
- ➔ Long-range financial planning
- ➔ Benchmarking

Prior to becoming part of the ClearSource team in 2017, Jeanette succeeded at competing consulting firms. She was Director of Financial Consulting for California-based NBS from 2007 to 2011 and served progressive roles at FCS GROUP from 1997 to 2007, including California Regional Manager from 2004 to 2007. Jeanette stepped down from these executive roles in 2011 to balance family needs.

Jeanette has performed over 240 separate engagements for public agencies of diverse size and situation throughout the Western United

PROJECT TEAM

States, including in California, Washington, Oregon, Idaho, Nevada, Utah, Montana, and Alaska. She is articulate and agile when working within the legal framework of rate and fee-setting across these states, with particular emphasis on California's Proposition 218 and the state's Mitigation Fee Act.

As an accomplished and highly regarded speaker, Jeanette has earned a reputation for crafting effective and persuasive messages for attaining legislative and public approval of financial plans and accompanying rates and fees. Her skills have been deployed frequently in municipal work to defuse contentious or actively contested matters. Furthermore, she has been repeatedly invited to present in educational and industry forums, such as the California Society of Municipal Finance Officers, League of California Cities, Association of California Water Agencies, and California Special Districts Association, among many others.

Within the past several years with ClearSource, Jeanette has support cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- City of Milpitas, CA | Senior Consultant – Citywide indirect cost allocation plan, Citywide fully burdened hourly labor rates
- County of Kern, CA | Senior Consultant – Fire department indirect cost rates
- City of Lincoln, CA | Senior Consultant – Citywide indirect cost allocation plan
- Rancho Murieta Community Services District, CA | Senior Consultant – recycled and raw water rates, indirect cost allocation plan
- City of Huntington Beach, CA | Senior Consultant – Citywide user and regulatory fees, indirect cost allocation plan

- City of Ventura, CA | Senior Consultant – Citywide indirect cost allocation plan

Jeanette holds a Bachelor of Arts in Economics with a Public Finance concentration from the University of Washington, Seattle.

PROJECT ROLE | Jeanette will provide senior level analysis, including framework of quantitative models, strategic positioning in targeted subjects, and quality assurance/quality control. Her contributions are estimated at 20% of total consulting hours.



David Schroeder

SENIOR CONSULTANT

45% of Total Hours for the City of Placentia's Project

David Schroeder is a Senior Consultant for ClearSource Financial Consulting. He has served the public sector for more than 15 years, focusing on recovery of municipal service costs, particularly within the varied structures of California special financing districts used by cities, counties, and special purpose districts across the state.

David's technical expertise is centered on large-scale and complex database analysis on multiple platforms, geographic information systems and science (GIS), and auditing of records and systems. Project areas in which David applies these skills for public sector clients have included:

- Special financing district administration, formation, annexation, auditing, and continuing disclosure reporting.
- Advanced GIS, including design and analysis to support district formation, annexation, Proposition 218 procedures, rate studies, and development impact fee analysis.

PROJECT TEAM

- Solutions generation for complex issues facing municipal clients, including fund close-outs, independent auditing of special financing districts, design and administration of refund programs, and data-driven public outreach.

David's expertise has supported a variety of public services including: lighting and landscaping, public safety, public facilities and maintenance services, and other municipal activities spanning general and special benefit. He is conversant in and has trained client agencies on GIS, including systems such as ESRI ArcGIS and the creation and usage of GIS web applications on the platform.

Within the past several years with ClearSource, David has support cost allocation, cost of service, and user/regulatory fee studies for the following sampling of California public agencies:

- City of Santa Ana, CA | Senior Consultant – Citywide indirect cost rates and charges, internal service fund rates

- City of Lincoln, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation

- County of Kern, CA | Senior Consultant – Fire prevention fees

- City of Bell Gardens, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation

- City of Seal Beach, CA | Senior Consultant – Citywide user/regulatory fees, indirect cost allocation, budget analysis of labor allocations

David earned a Bachelor of Science in Business Administration, concentrating in Accounting Information Systems, from California State University San Bernardino. He is also certified from the University of West Florida's Graduate Geographic Information Science program.

PROJECT ROLE | David will provide large scale data analysis, financial modeling, and research in support of analytical tasks. His contributions are estimated at 45% of total consulting hours.

PROPOSED WORK PLAN

CLEARSOURCE WORK PLAN

Overhead Cost Allocation Study

The following work plan represents the approach of ClearSource in completing the City of Placentia's Overhead Cost Allocation Study, following our understanding of the City's Scope of Services, direct citation of the City's required processes and deliverables from the RFP, and additional processes and deliverables we believe deliver thorough, defensible services based on our experience working successfully with other California cities on indirect cost plans.

1 | STUDY ORIENTATION

City-Required Deliverables:

- *Work with selected City staff to define the purpose, uses, and goals for an overhead cost allocation plan, ensuring that the development of the plan will be both accurate and appropriate for the City's current needs based upon the FY 2021-22 budget. (A)*
- *The Consultant will be required to conduct a project kick-off meeting for all cost allocation plan department personnel, City management, and other project stakeholders as needed. (G1)*

To commence the study on solid ground, ClearSource will generate common understanding of objectives, known issues that must be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data collection and development procedures. Subtasks include:

- ➔ Facilitate project kick-off event(s)
- ➔ Assess prevailing cost allocation models, methods, and applications. Particular attention will be paid to annual procedures, internal opinions and impacts, and balance of workload with the requirements of the City's uses for overhead, including internal transfers/reimbursements and external agency reimbursement.
- ➔ Review readily available budgetary documents to gain a working knowledge of City structure and accounting practices.
- ➔ Determine a plan for generating current indirect cost allocations for the host of uses identified by the City. This will likely include development of a new Excel-based model in alignment with current needs but may include modification of existing tools if City personnel prefer to sustain existing tools. ClearSource will remain flexible.

2 | FINANCIAL AND ORGANIZATIONAL INPUTS

City-Required Deliverable:

- *Work with the Finance Department in developing service provisions, cost*

ClearSource will develop the necessary foundation for subsequent quantitative analysis. Particular focus will be generating necessary data and documentation of inputs and assumptions as required by the application of plan outcomes. (For example, an OMB 2 CFR Part 225 compliant plan requires a specific inventory of

PROPOSED WORK PLAN

categories, and allocation criteria for current and future programs. (D)

information that may not be as essential if applications are entirely internal to the City.) Subtasks include:

- Access organizational and line-item detail to support costs, allocation factors, workload metrics, and accounting structure in the cost allocation model.
- Acquire and parse statistics that may be useful as bases for distributing costs and where necessary, develop and document alternate data sets to serve as distribution methods.
- Conduct targeted engagement with representatives from support services departments if useful to influence data accessibility and relevance in the cost allocation plan, such as work order records, inventories, and other volumetric or organizational tools.

3 | COST ALLOCATION MODEL

City-Required Deliverables:

- *Develop an Overhead Cost Allocation Model for calculating the full costs of providing each City service. The requirements of the model shall allow for:*
 - *The addition or removal of direct and overhead costs so that the overhead cost allocation plan can be developed from a simple plan to a progressively more inclusive plan.*
 - *The ability to continuously update the model and overhead cost allocation plan from year-to-year as the organizational structure changes and the costs change.*
 - *The addition of hypothetical service area information for future services enhancements, and the ability to calculate the estimated costs of providing the service under consideration. (B)*

ClearSource will generate the quantitative model in Microsoft Excel to allocate indirect costs Citywide. The model will be built to accommodate change in the organization: the ability to add or remove direct and indirect costs and to adapt to a range of activities, from simple to complex. Structure and detail of the final model will be dependent upon the ultimate application of its results, as a plan submitted for cognizant agency approval in compliance with OMB 2 CFR Part 225 and/or the State Controller's Office for Cost Claiming will require aspects unnecessary in applications where cost recovery is expected to be entirely internal to the agency. The model is expected to identify:

- Citywide fund and accounting structure and fiscal year data for allocation outcomes
- Allocable indirect service centers
- Allocation bases and related distribution factors for indirect service centers
- Direct service centers
- Primary and secondary allocations
- Resulting annual cost allocations

PROPOSED WORK PLAN

4 | REPORTING AND TOOLS

City-Required Deliverables:

- *The report shall include a description of the overhead costs and the means of allocation to all funds in detail and summary. The report will also include an overall summary of costs allocated to all funds. (C)*
- *The Consultant will also conduct cost allocation plan training sessions and comprehensive review of the cost allocation plan reports for Finance and/or other project stakeholders is also required. Each phase will include complete cost allocation plan calculations, recommendations, reports, and presentations. (G2)*
- *A model in Excel format will be provided for City staff so they can update it in future years. (G3)*
- *Following completion of calculations and recommendations, the Consultant will provide a report of study results that will need to be compiled and presented by the Consultant to City personnel and officials provided should include at a minimum:*
 - *Final cost allocation plan calculation reports for the City. These reports will be based on*

- ➔ Resulting indirect service rates
- ➔ Resulting interfund transfers

ClearSource understands the City has already identified specific areas of capability for the model, including distinct rates for the Stadium Authority General, as well as ensuring allocations of administrative costs and Information Technology internal services fund allocations.

ClearSource will also generate a comparison of outcomes under the updated Cost Allocation Plan to prior year outcomes, including explanation for substantive differences.

ClearSource will provide the formal documentation encompassing the work and outcomes of the study, as well as deliver the tools developed throughout the study for the City's ownership and future use, including preparation or inclusion of:

- ➔ A narrative description of the study, describing key data and assumptions, and impacts.
- ➔ Tables and charts to explain findings
- ➔ The complete quantitative analysis as the justification for updated indirect cost allocations and associated rates and transfers.

For a cost allocation plan in compliance with OMB 2 CFR Part 225, the report/quantitative analysis will include:

- ➔ Description of each allocated central service
- ➔ Identification of the units rendering services and the units receiving services
- ➔ Items of expense included in the allocated cost of service
- ➔ Method used to distribute the cost of service to benefitted units
- ➔ Schedule showing the allocation of each service to the specific benefitting units
- ➔ Organizational chart

PROPOSED WORK PLAN

the reviewed and approved draft cost allocation plan calculation reports. (G4a)

- *A draft followed by a final comprehensive project report. The project will represent the City's cost recovery policy, including recommendations for current and new fees. The reports will include an executive summary of the results of the cost allocation plan and detailed schedules and documents. (G4b)*
- *Prepare final plan and provide three (3) bound copies and one (1) unbound copy (or file copy in PDF format) to the City. (G5)*

5 | ENGAGEMENT

City-Required Deliverables:

- *Draft Overhead Cost Allocation Plan and participate in the presentation to select City staff and City Council. Collect and document comments and concerns from staff and Council members and make necessary adjustments as requested. (E)*
- *Report on other matters that come to your attention during your evaluation that in your professional opinion the City should consider. (F)*
- *Members of the project team will present results of the cost allocation plan to City personnel and officials at informal, or more formal venues such as a City Council regular session, workshop session, or public hearing. The presentations will include executive-level reviews of process for completing and implementing the cost allocation*

Upon review and feedback from the City staff, consultants will revise the draft report and accompanying outcomes to incorporate direction received. The final report will be issued for the City's implementation and as a data source for incorporation in the Cost of Services Study. Reports will be issued in PDF for digital distribution and any necessary printing by the City beyond the requested bound and unbound copies delivered by consultants.

Upon issuance of the final report, ClearSource will deliver editable versions of all models, documentation, and associated work papers to the City for future use. Models will be delivered in Microsoft Excel and PDF. Documentation will be delivered in Microsoft Word and PowerPoint and in PDF. Additional work papers developed will be delivered in the format in which they were created and in PDF.

Consultants will provide training to City staff on the development and future in-house update of the delivered electronic tools and various reports.

ClearSource will facilitate a meaningful level of interaction between consultants, City personnel, and City Councilmembers:

- ➔ At least two interim review points to engage with designated City personnel managing cost allocation practices
- ➔ At City management discretion, an event with the City Council to present the draft report and receive feedback and direction on cost allocation proposals that would impact the City's budgetary and financial practices.

Consultants will prepare materials for these sessions, present the plan (or elements relevant), and respond to inquiries.

Consultants will be available to City staff in the future to advise on the overhead cost allocation plan.

PROPOSED WORK PLAN

plan and include discussion of subsidy levels and determination of such. (G4c)

ClearSource does not impose a limit on the amount of interaction (i.e., events/meetings) to complete the project within our proposed consulting fee.

Comprehensive User Fee and Rate Study

The following work plan represents the approach of ClearSource in completing the City of Placentia's Comprehensive Fee and Rate Study, following our understanding of the City's Scope of Services, direct citation of the City's required processes and deliverables from the RFP, and additional processes and deliverables we believe deliver thorough, defensible services based on our experience working successfully with other California cities on past user fee studies.

1 | STUDY ORIENTATION

City-Required Deliverable:

- *The Consultant shall review all the documentation supporting the current fee and rate structures for all departments and services. (G)*
- *The Consultant will be required to conduct a project kick-off meeting for all cost allocation plan department personnel, City management, and other project stakeholders as needed. (J1)*

To commence the study on solid ground, ClearSource will generate common understanding of objectives, known issues that must be addressed by study end, participant roles, expected procedural requirements, schedule and pre-established dates, and data collection and development procedures. Most significantly, this task includes a major upfront effort to examine prevailing fees for known issues and to discuss initial and potential modifications to structures and practices. Subtasks include:

- ➔ Facilitate project kick-off event(s)
- ➔ Assess prevailing fees and methods to understand effectiveness of current structures, including perceived cost recovery, perceived equity, alignment of fee categories with the manner in which work is performed, perceived competitiveness in the region, and feasibility or accuracy of billing within current capabilities
- ➔ Draft initial user/regulatory fee structures, where remodeling is predicted, to direct down-stream data development steps

2 | FINANCIAL AND LABOR TIME INPUTS

City-Required Deliverables:

- *Departments/divisions to be studied include the following, but are not limited to: Administration, Finance, Development Services, Police, Fire & Life*

Consultants will develop the necessary foundation for subsequent quantitative analysis, focusing this initial work to prepare the body of data that will inform every downstream element of the fee study. To develop financial inputs, consultants will gather and/or prepare and model financial data, including:

PROPOSED WORK PLAN

Safety, Public Works, and Community Services. (A)

- *Ensure that all personnel time by department, division, etc. is identified and accounted. (B1)*
- *Ensure that all costs—user fee service related or not—are included in the study. (B2)*
- *Include checks and balances to ensure all personnel time and associated costs are captured and distributed accurately, not just on a high-level percentage basis. (B3)*
- *Ensure transparency with a clear and easily understandable identification of all time and associated costs for all department personnel, services, and activities. (B4)*
- *The Consultant will design an analytical calculation that is defensible, yet flexible enough to complete the analysis within a reasonable timeframe and without unduly impacting the other work requirements of City staff. The Consultant will use highly detailed calculations to produce standard costs as the most defensible and practical method. On-site interviews will be conducted with the City staff in the data gathering stage and the review stage. All data is derived from the City's sources. Documented information will be used, such as unit volume where available, and best estimates from City staff where data has not been historically collected. (F)*
- *The Consultant shall utilize the Overhead Cost Allocation Model, developed as part of this project, to calculate the costs of providing City services. (I)*

- Current and historical fee revenues,
- Personnel and contractor costs and organization,
- Adopted line-item expenditures,
- Forecasted periodic outlays, and
- Allocated indirect/overhead costs via new or existing plan.

To develop and test labor time inputs, based on prevailing and future business processes, consultants will gather and develop expressions of time several ways:

- Utilize any existing labor time-tracking data,
- Conduct interviews to estimate a distribution of annual time across core functions of service,
- Develop service time questionnaires linked to remodeled fee structures to estimate average or a range of service times for fee-related services,
- Apply industry experience to populate under-developed or unavailable time estimates, particularly from prospective changes in workflow resulting from the project,
- Analyze any existing data sets that inform workload/activity/use levels and project profiles for fee-related services, and
- Reconcile annual time, service time estimates, and service volumes to test reasonableness of critical assumptions.

PROPOSED WORK PLAN

3 | LABOR TIME VALUATION

Recommended Deliverable:

- Fully burdened hourly rates for personnel in departments or divisions or by function or position who perform fee-based services.

ClearSource will develop fully burdened hourly labor rates in each department/division participating directly in the provision of services associated with a fee under review. Rates will be built to encompass labor costs, non-labor operating costs, departmental and/or divisional administration, central services/general City administration, and periodic investments. Rates will be expressed by function of direct and indirect service within each department/division, where applicable and to enable cost recovery considerations for certain fee categories. Rates may be expressed as composite for the department/division, for the position class, and/or by individual position.

4 | FEE DESIGN

Recommended Deliverable:

- A working version of the new comprehensive master fee schedule aligned to proposed fee structures, categories, and informational needs required for the final communication documents and publishable presentation of fees.

ClearSource will apply the outcomes from Tasks 1 and 2 – an assessment of existing fees and interaction with City staff to understanding current practices and work flow – to ensure cost of service analysis aligns with the fee structures recommended from that work, which may include elements of prevailing fees, recommendations based on prevailing business processes, system capabilities, and relevant market or industry practices applicable to City work flow. Consultants will prepare a working model of a master fee schedule.

5 | COST OF SERVICE ANALYSIS

City-Required Deliverable:

- In calculating the full cost of user fees, a transparent approach is required utilizing City staff's knowledge with Consultant's expertise to generate comprehensive and accurate results. Costs must be generated from the "bottom-up," building the costs component by component to arrive at legally defensible fees. The "bottom-up" approach will:
 - Ensure that all personnel time by department, division, etc. is identified and accounted;

ClearSource will prepare a cost of service model to join fully burdened hourly labor rates, time estimates associated with current work flow and business processes, and existing or any redesigned fee structures, in order to calculate the full unit cost of service associated with each fee category and layers within them.

The full cost of service informs the maximum fee amount allowed under California framework for establishing user/regulatory fees by City Council action.

The full cost of service at the fee-based activity level or the programmatic level is composed of:

- ➔ Direct labor and non-labor costs,
- ➔ Indirect labor and non-labor costs,

PROPOSED WORK PLAN

- *Ensure that all costs—user fee service related or not—are included in the study;*
- *Include checks and balances to ensure all personnel time and associated costs are captured and distributed accurately, not just on a high-level percentage basis;*
- *Ensure transparency with a clear and easily understandable identification of all time and associated costs for all department personnel, services, and activities. (B)*
- *The Consultant shall ensure that the full cost calculation incorporates both direct and indirect costs, including direct salaries and benefits, operating costs, capital asset use charges, indirect support from other departments, and is consistent with the methodology recommended by the Government Finance Officers Association (GFOA). (C)*

- Periodic outlays or investments of direct or indirect benefit,
- Departmental overhead, and
- Citywide overhead.

Analysis will include modeling of activities with under-developed or no fee imposed but where one is warranted and practical to improve the City's cost recovery from private benefit activities.

6 | COST RECOVERY AND IMPACT ANALYSIS

City-Required Deliverable:

- *The Consultant will include a comparative survey of fees with at least five (5) neighboring cities. (D)*
- *The Consultant's final product will consist of a summary schedule of full costs and fees, divided into two (2) distinct sections:*
 - *Current Fees: this section displays information about all service areas as they currently exist and compares the fee levels to the full cost information: current fee, annual revenue, full cost, recovery percentage, and annual subsidy*

Consultants will recommend cost recovery targets for fee-based services or work with City staff in developing cost recovery policy to inform final fee amounts, particularly where full cost recovery is deemed undesirable.

Development of cost recovery policy and practices will optimize the City's array of funding sources considering public/private benefits, market sensitivity, compliance and behavior modification, and fiscal constraints.

Consultants will develop a master fee schedule for the City, useful in presenting proposals, as well as communicating fee descriptions, fee amounts, and charge bases to other City departments, who may have responsibility for maintaining Citywide schedules of fees. As desired, the master fee schedule developed can also include a tool for subsequent annual inflationary adjustments to the established fee structures.

Final proposed fee amounts will be applied in the master fee schedule alongside information useful in communicating fees to the public. To the extent existing data systems enable it, revenue estimates based on

PROPOSED WORK PLAN

- *Recommendations: developed with input from City staff and City Council, the recommendations section provides instant feedback for decision makers as to what the subsidy will be for a service if fees are set at less than 100% recovery. By entering varying recovery levels, the model will recalculate the fee and provide updated information regarding: expected annual revenue, expected increase over current revenues, and expected annual subsidy. (H)*

7 | REPORTING AND TOOLS

City-Required Deliverable:

- *The Consultant shall provide a spreadsheet user fee model to the City that is easy to use, yet powerful enough to handle even the most complex of fees. The model will be flexible and able to accommodate fund, department, divisions, and fees of vastly different sizes. The model will be fully customized to accurately reflect the unique aspects of the City's organization. The model will allow the cost of services to be analyzed at the unit cost level, or on a program-wide basis where desired. The model will accommodate the ability to individually control all types of costs, including personnel costs, contract costs, direct materials, departmental support costs and allocated indirect costs, and include several self-checking audit formulas. This will allow the model to calculate fees that are both accurate and comprehensive. (E)*
- *A model in Excel format will be provided for City staff so they can update it in future years. (J3)*

historical or projected performance will be attempted. Finally, comparison to prior fees will be completed in targeted service categories to assist in explaining impacts of changes.

Consultants will prepare a comparison of fees to other municipalities in targeted service categories as needed, likely by creating profiles for an array of "typical" uses in addition to one-for-one comparisons. Consultants will review associated fee practices, including waivers, deposit amounts, fee/deposit collection practices, and economic incentive practices.

Where needed, consultants will provide recommendations and industry information regarding relevant fee policies and practices which may impact cost recovery, including the use of waivers, any billing and deposit management procedures, and collections issues.

ClearSource will prepare the administrative record for pursuing implementation of revised fees. This focuses on the draft and final reports of cost of service findings, including assumptions, critical data, and discussion of expected impacts. Analytical detail will be included, as well as executive summary and infographics useful in public presentation and legislative processes.

Consultants will deliver the analytical models used to develop fees in Microsoft Excel format for future update and management, including the working master fee schedule and its publishable version.

For reporting and the delivery of all tools, subtasks include:

- ➔ Deliver formal documentation and tools for the City's ownership and future use in editable formats (e.g., Microsoft Office suite) and publishable format (PDF)
- ➔ Draft and final draft report iterations
- ➔ Presentation/summary materials for communicating proposals
- ➔ Assistance with staff report and public hearing noticing

PROPOSED WORK PLAN

- Following completion of calculations and recommendations, the Consultant will provide a report of study results that will need to be compiled and presented by the Consultant to City personnel and officials and include workshops. Information provided should include the content listed at this footnote. (J4)¹
- The Consultant shall prepare a final study and provide three (3) bound copies and one (1) unbound copy (or file copy in PDF format) to the City.

- ➔ Document the statutory and legal framework and annual and five-year reporting requirements
- ➔ Discuss best practices to ensure better collection of the fees
- ➔ Final report, including all background information, methodology, supporting justification, calculations, and administrative processes
- ➔ Delivery of technical models and work papers
- ➔ Training event for City staff in annual updates and analytical use of delivered models

8 | ENGAGEMENT AND APPROVAL

City-Required Deliverables:

- The Consultant will also conduct cost allocation plan training sessions and comprehensive review of the cost allocation plan reports for Finance and/or other project stakeholders is also required. (J2)
- Members of the project team will present results of the fee study to City personnel and officials at informal, or more formal venues such as a City

ClearSource will facilitate a meaningful level of interaction between consultants, City personnel, and City Councilmembers with the goal of successful approval, implementation, and ongoing maintenance of study proposals. Subtasks include:

- ➔ Departmental interaction – to develop data and provide interim reviews points by lead service areas.
- ➔ City leadership interaction – to receive direction on proposals and outcomes prior to pursuit of approval.
- ➔ City Council engagement – to present the final draft report and receive direction.

¹ [Continuation from Task 7 City-Required Deliverables] Final user fee calculation reports for the phased departments with current or potential new user fees: These reports will be based on the reviewed and approved draft user fee calculation reports. Each departmental report will include: description of each City service for which a fee is charged or could be charged; the number of units provided in an obtainable 12-month period for each fee or potential new fee; review the reasonableness of each fee or potential new fee; documentation of data used to calculate each fee or potential new fee; transparent calculation of direct/indirect costs associated with each fee or potential new fee on a per-unit basis formatted for the continuation of user fee study; detailed recommendation options to recover the full cost, or portion of full cost of each fee or potential new fee; detailed calculation of subsidies for each fee or potential new fee with factors that could prevent the implementation of the full cost of existing user fees or potential new user fees; rationale and considerations for charging fees or potential new fees; detailed projected City revenues and revenue increases based on recovery recommendation options; and recommendations to change the existing or implementation of new user fees. (J4a) / A draft followed by a final comprehensive project report: The project will represent the City's cost recovery policy, including recommendations for current and new fees. The reports will include an executive summary of results and detailed schedules documenting: a description of each service provided; summarization of full cost composition, present cost recovery, and cost/revenue analysis by department; summarization of a comparison of current user fee levels to the full cost of that service; summarization of a comparison of current user fee levels to the full cost of that service; summarization of various fee alternatives with associated impact on revenue generation and cost recovery including applicable comparative data relevant to public policy issues; summarization of all user fee charges, and rate increases for the City and projected current revenues and increases in revenues; and discussion of the operational or accounting considerations needed for implementation for services for which user fees are not collected. (J4b)

PROPOSED WORK PLAN

Council regular session, workshop session, or public hearing. The presentations will include executive-level reviews of process for completing and implementing the cost allocation plan and include discussion of subsidy levels and determination of such.

- ➔ City Council / public hearing – to adopt the proposed fees contained in the final report.
- ➔ Stakeholder outreach – as needed to facilitate successful implementation of proposals.

ClearSource does not impose a limit on the amount of interaction (i.e., events/meetings) to complete the project within our proposed consulting fee.

ClearSource is proud to be available to its clients as questions and needs arise in the future on the work and sustainability of the project.

PROJECT SCHEDULE

ClearSource forecasts to **deliver final draft reporting for the Overhead Cost Allocation Study and Comprehensive Fee and Rate Study 120 days from project commencement**. These reporting documents will enable final presentation, final edits based on management and/or legislative review and input, and any necessary public procedure thereafter along the City's timeline and legislative priorities. The typical legislative process may add 30 to 60 days after final reporting, depending on the City's preferred approach to public official and stakeholder engagement.

Exhibit 6 illustrates the estimated time for completion of our previously described work plan tasks, timing of deliverables, and a sample timeline for implementation procedures. **Assuming project commencement in September 2021, final draft reporting ready for City legislative process will be finished by January 2022.** This provides a comfortable window of time to incorporate findings into the City's budget development, pursue legislative approval, and conduct any stakeholder involvement to supplement the implementation process.

It is important to note that California law requires a 60-day period after City Council approval (public hearing) before modified and/or new development review fees may go into effect. The City is initiating this project in a timeframe that well accommodates completion of the study, legislative process, and waiting period, such that **fees will become effective by the start of the next fiscal year on July 1, 2022**, if not earlier.

(This section continues on the following page.)

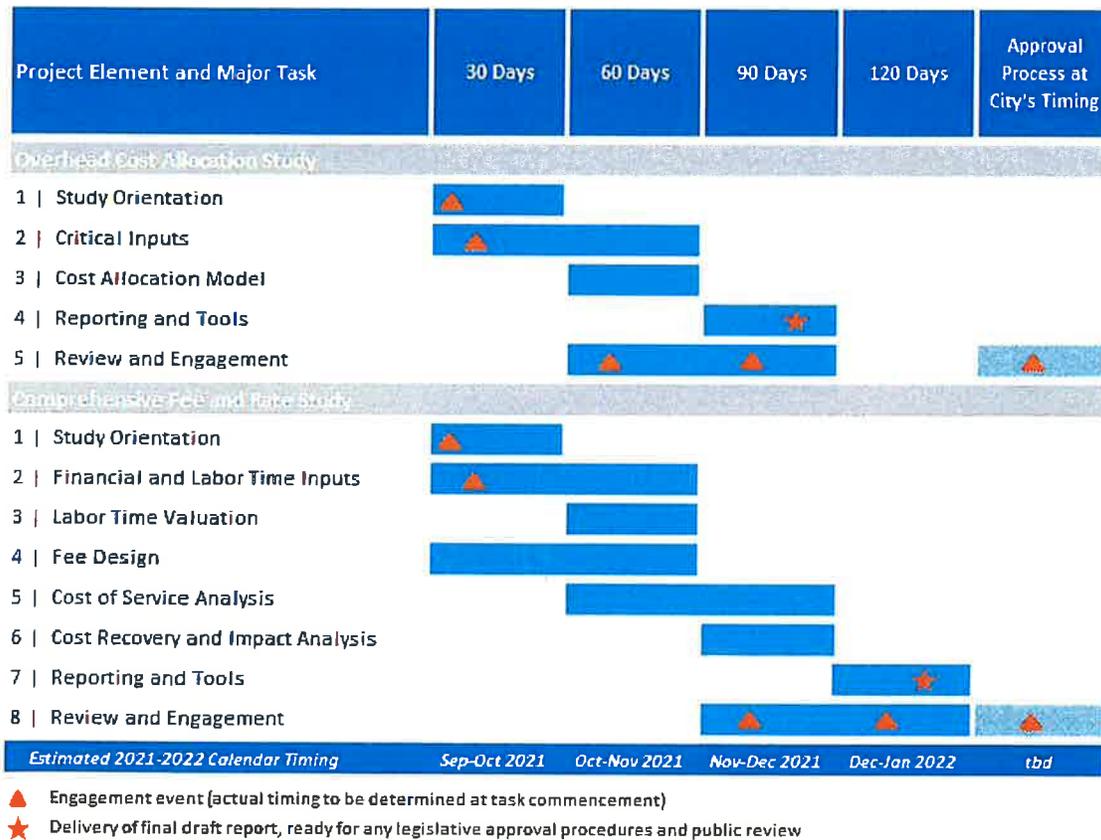
PROPOSED WORK PLAN

COVID-19 & FUTURE CONDITIONS | During the COVID-19 pandemic response and its aftermath, the ClearSource consulting team will **remain flexible to serve the City within the formats it prefers and requires**, as our society adapts and reacts to changing stay-at-home orders, social distancing guidelines, and the changing workplace emerging from pandemic operations.

We will accommodate either in-person and onsite events when needed and participate in or facilitate live video conferencing to conduct

the work and proceedings of the project and implementation of its results. We will be guided by the City on its preferred operations with respect to these event formats. From our perspective, **the adaptations needed to work within changing COVID-19 protocols and the evolution of agency workplaces should have no diminishing effect on our team's performance or expected schedule of the study.**

EXHIBIT 6 | PROJECT TIMELINE FOR THE OVERHEAD COST ALLOCATION STUDY AND COMPREHENSIVE FEE AND RATE STUDY



CONSULTING FEES

CONSULTING COST

Maximum Price

For the **Overhead Cost Allocation Study and Comprehensive Fee and Rate Study**, ClearSource presents the following fee:

- ➔ **TOTAL PROJECT COST: \$34,500**
- Overhead Cost Allocation: \$9,000
- Comprehensive Fee and Rate: \$25,500

For this total consulting cost, the study will deliver a cost of service-based master schedule of Citywide user and regulatory fees, including full cost quantitative analysis for direct and indirect costs, cost recovery policy, comparison, documentation, and legislative process facilitation and implementation support.

This total fee is based on our consulting team's experience with other similarly scoped and scaled California cities in past studies: careful review of the City of Placentia's existing fee schedules, service provisions, organizational structure, and apparent financial performance, noting the breadth of direct, fee-related services that may fall under review in this effort. **Our proposal ensures that all user and regulatory eligible for the methodology can be analyzed without shortcuts or explanations for non-analysis and that process is carried through to successful implementation of feasible outcomes.**

This consulting fee includes all direct and indirect costs associated with our professional labor, as well as applicable direct expenses for the project. ClearSource does not bill for direct expenses such as travel and document production.

ClearSource commits to this consulting fee as a **maximum, not to exceed cost**. It is our practice to complete our defined scope of services without requests for contract amendments.

Components of the Maximum Price

Exhibit 7 on the following page illustrates the detail behind our presented maximum price for the Overhead Cost Allocation Study and Comprehensive Fee and Rate Study. This includes labor time paired with hourly rates by study and task described in the work plans included in Section C of this proposal.

Rates for Additional Services

For the team members specifically assigned to this study, the following hourly rates shall apply for the duration of the project and until at least June 30, 2022:

- ➔ Project Manager: \$150 per hour
- ➔ Principal Consultant: \$150 per hour
- ➔ Senior Consultant: \$150 per hour

These rates will only be utilized to the extent the City requests our team to perform services outside the defined scope of services described later in this section and after an addendum to the contract has been approved by the City.

Manner of Payment

ClearSource will issue monthly progress reports to the City. Accompanying monthly invoices will be based on progress recorded to the project following the major tasks described in our work plan. We will not invoice for tasks not yet completed, and we will not submit a final invoice until work is completed as scoped in our separate technical proposal. Total invoices issued over the course of the study will not exceed the maximum price presented here.

CONSULTING FEES

EXHIBIT 7 | COST DETAIL BY STUDY TASK FOR THE
OVERHEAD COST ALLOCATION STUDY AND COMPREHENSIVE FEE AND RATE STUDY

Project Element and Major Task	ClearSource Labor			Total Project	
	Principal Cons.	Senior Cons.	Senior Cons.	Professional Labor	Consulting Fee
	Madson	Hahn	Schroeder		
Professional Hourly Rates	\$150	\$150	\$150		
Overhead Cost Allocation Study					
1 Study Orientation	4	2	2	8	\$ 1,200
2 Critical Inputs	1	2	6	9	\$ 1,350
3 Cost Allocation Model	1	16	8	25	\$ 3,750
7 Reporting and Tools	1	8	1	10	\$ 1,500
8 Review and Engagement	4	3	1	8	\$ 1,200
Subtotal Fee for Single Element	11	31	18	60	\$ 9,000
Comprehensive Fee and Rate Study					
1 Study Orientation	6	0	4	10	\$ 1,500
2 Financial and Labor Time Inputs	12	0	12	24	\$ 3,600
3 Labor Time Valuation	6	0	8	14	\$ 2,100
4 Fee Design	6	0	2	8	\$ 1,200
5 Cost of Service Analysis	20	2	24	46	\$ 6,900
6 Cost Recovery and Impact Analysis	10	2	14	26	\$ 3,900
7 Reporting and Tools	10	0	10	20	\$ 3,000
8 Review and Engagement	18	0	4	22	\$ 3,300
Subtotal Fee for Single Element	88	4	78	170	\$ 25,500
Grand Total Not to Exceed Fee	99	35	96	230	\$ 34,500

REFERENCES

CLEARSOURCE CLIENT REFERENCES

Please contact the following references to discuss their experience with cost allocation, cost of service analysis, and user/regulatory fee projects completed by ClearSource. All references are in the public sector, and all work cited has been completed within the last five years.

City of Lake Forest, California

CITYWIDE USER & REGULATORY FEES, AND COST ALLOCATION PLAN

Dates of Service:

Original Study: 2019

Most Recent Update: 2021

Contact:

Brett Channing, Dir. Management Services
100 Civic Center Dr, Lake Forest, CA 92630

Phone: 949.461.3419

Email: bchanning@lakeforestca.gov

In 2019, ClearSource prepared a Fee Policy, Overhead Cost Allocation, and Comprehensive Fee Study for the City of Lake Forest. The onset of the work established the framework for evaluation of cost recovery factors and user fee goals. Cost recovery policy was attributed to each fee-based service and published in the master fee schedule. The Cost Allocation Plan ensured reasonable distribution and recovery of Citywide central services within indirect rates, internal charges, and application to forms of cost recovery. Fee-related services under review in the cost of services analysis included: building, planning, public works, recreation, community center, performing arts hall, clubhouse, filming, electric vehicle charging stations, parking, administration, finance, and massage business regulation.

City of Costa Mesa, California

COST ALLOCATION PLAN AND USER FEE STUDY

Dates of Service:

Original Study: 2019-20

Most Recent Services: 2021

Contact:

Carol Molina, Finance Director
77 Fair Dr, Costa Mesa, CA 92626

Phone: 714.754.5036

Email: carol.molina@costamesaca.gov

ClearSource prepared a User Fee Study for the City of Costa Mesa, developing the cost of service based justification for service-based fees in the following categories: building, planning, land development engineering and encroachment, fire, police, recreation, facility rentals, City Clerk, administration, finance, self-haul permitting, and film permitting.

ClearSource also developed a Full Cost Allocation Plan for the City to provide a rational and defensible basis for recovery of Citywide central services through indirect cost rates on direct billings and interfund charges for service.

City of Huntington Beach, Calif.

USER FEE STUDY AND COST ALLOCATION PLAN

ClearSource conducted a Comprehensive User/Regulatory Fee Study for the City of Huntington Beach. Fee-related services analyzed included the following programs: City Clerk, Finance, Community Development (planning, building, and code enforcement), information services, office of business development, public works (engineering, operations, and public services), police, fire

REFERENCES

City of Huntington Beach (cont.)

Dates of Service:

Original Study: 2019

Most Recent Update: 2021

Contact:

Sunny Rief, Assistant Chief Financial Officer
2000 Main St, Huntington Beach, CA 92648

Phone: 714.536.5907

Email: sunny.rief@surfcity-hb.org

(prevention, operations, and marine safety), library, and community services. Additionally, ClearSource developed a new Full Cost Allocation Plan for Citywide central services and departmental administration, which informs interfund transfers for service and indirect rates applied to various forms of cost recovery.

City of Laguna Woods, Calif.

COMMUNITY DEVELOPMENT FEE STUDY AND COST ALLOCATION PLAN

Dates of Service:

Original Study: 2015

Most Recent Update: 2020

Contact:

Chris Macon, City Manager
24264 El Toro Rd, Laguna Woods, CA 92637

Phone: 949.639.0500

Email: cmacon@cityoflagunawoods.org

ClearSource completed cost of service analysis, fee schedule development, and cost allocation services for the City of Laguna Woods. As the City matured, it needed to create a schedule of fees that more closely corresponded to likely development scenarios. The ClearSource study involved significant fee restructuring and extensive testing to forecast anticipated revenue impacts of the restructured fees ("before" and "after" scenario testing).

Services studied included Building, Planning, Engineering, and Central Services.

City of Torrance, California

USER/REGULATORY FEE STUDY AND INDIRECT SERVICE RATES

Dates of Service:

Original Study: 2017-18

Most Recent Update: 2021

Contact:

Sheila Poisson, Finance Director
3031 Torrance Blvd, Torrance, CA 90503

Phone: 310.618.5854

Email: spoisson@torranceca.gov

ClearSource completed a Comprehensive User/Regulatory Fee Study for the City of Torrance. Fee-related services reviewed included the following programs City Clerk, Building & Safety, Engineering, Planning, Environmental Design & Protection, Library, Parks & Recreation, Parks Services, Finance, Fire Prevention & Hazardous Materials, Airport, Cultural Arts Center, Police, Animal Control, and Water (Non-Rate). This work also included update of the City's Indirect Cost Rate for use in recovering central services. ClearSource has continued to serve the City of Torrance as stand-alone cost of service and cost recovery issues arise. Topics have included the Police Department's parking enforcement and citation program and taxicab permitting.

REFERENCES

City of Azusa, California

USER/REGULATORY FEE STUDY

Dates of Service:

Original Study: 2016

Most Recent Update: 2017

Contact:

Richard Lam, Budget Analyst
213 E Foothill Blvd, Azusa, CA 91702

Phone: 626.812.5200

Email: rlam@ci.azusa.ca.us

ClearSource completed a User/Regulatory Fee Study for the City of Azusa. The City had gone many years without a fee study and the findings of the prior fee study had not been implemented. Completing a fee study with findings that were implementable by the City was critical. Additionally, the City required the consultant to commit to a fixed project timeline. Services studied included Building and Safety, Planning, Engineering, Utilities, Fire, Police, Business Licensing, Recreation, Transportation, Library, and Administration.

City of La Quinta, California

CITYWIDE USER AND REGULATORY MASTER FEE SCHEDULE AND COST ALLOCATION PLAN

Dates of Service:

Original Study: 2012

Most Recent Update: 2021

Contact:

Monika Radeva, City Clerk
78495 Calle Tampico, La Quinta, CA 92253

Phone: 760.777.7035

Email: mradeva@laquintaca.gov

In 2012, ClearSource conducted the City of La Quinta's first comprehensive user and regulatory fee study in ten years. A Citywide Master Fee Schedule was successfully approved by the City Council, and despite representing a considerable change in fee amount and structure, that passage was accompanied by letters of support from regional trade organizations directly impacted by it.

In the decade after that original study, through continued collaboration between ClearSource and City staff, the City of La Quinta has produced a positive revenue impact of over \$1 million annually. To support this achievement, since 2012, ClearSource has

- Built a cost of service based master fee schedule across all City program areas, customized to the changing business processes and systems that support service to the community.
- Annually maintained user and regulatory fees as underlying costs and service provisions have changed, ensuring direct and current linkage to practices and requirements.
- Structured user and regulatory fees unlike previous fee schedules: completely new and in alignment with La Quinta community values, unique customer service features, and organizational goals.

REFERENCES

City of Ventura, California

COMPREHENSIVE USER AND REGULATORY FEE STUDIES

Dates of Service:

Original Study: 2012

Most Recent Update: 2021

Contact:

Greg Morley, Budget Manager

501 Poli St, Rm 101, Ventura, CA 93001

Phone: 805.654.7800

Email: gmorley@cityofventura.ca.gov

ClearSource has served the City of Ventura since 2012 on a variety of cost recovery topics including indirect cost allocation for the recovery of unbilled central services and general government; interfund rates for billed central services such as information technology, fleet and facilities, and risk management; and the City's complete schedule of user and regulatory fees across all City departments, including annual update of the City's Master Fee Schedule.

In the most recent comprehensive study of user and regulatory fees in 2019, cost of service analysis included fees from the following program areas: planning, land development, construction, fire prevention, traffic engineering, water and wastewater utilities, stormwater quality inspection, parks, recreation and community partnerships, special events, treasury, police, and clerk. Within the comprehensive user fee study, ClearSource developed fully burdened hourly labor rates for departments and divisions involved in the provision of services, identified the full cost of service at both programmatic and activity levels, applied existing and/or developed new cost recovery targets for fee-based services, updated the Master Fee Schedule, and directly supported the City in the legislative approval of changes to fees.

ClearSource has enthusiastic references from our California city clients. **Should additional references be desired by the City's Project Team, please let us know.** We will furnish them immediately.

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT
CLEARSOURCE FINANCIAL CONSULTANTS**

This Agreement is made and entered into this 5th day of October, 2021, by and between the City of Placentia, a Municipal Corporation and Charter City(hereinafter “CITY”) and ClearSource Financial Consultants (hereinafter “CONSULTANT”).

A. Recitals.

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of Overhead Cost Allocation Plan Study and Comprehensive Fee and Rate Study (“Project” hereinafter), a full, true and correct copy of which is attached hereto as Exhibit “A” and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit “B” and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Scope of Services: The provision of Overhead Cost Allocation Plan and Comprehensive Fee and Rate Study services, Scope of Services attached to this Agreement as Exhibit “A” and incorporated herein by reference (the “services”), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

2. Time of Completion: (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit “A.” CONSULTANT shall not be accountable for delays in the progress

of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) CITY shall pay CONSULTANT a maximum sum of \$34,500 for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Work.

(c) Such information as is generally available from CITY files applicable to the Work.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

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

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

To Consultant: ClearSource Financial Consulting
7960 B Soquel Drive, Suite 363
Aptos, CA 95003
Attention: Terry Madsen

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "B," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in Exhibit "A."

(c) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code § 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees ("Indemnitees"), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done ("Claims"), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, such failure shall be deemed a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorney's fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the City and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: Because of the specialized nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this Agreement. _____ may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of _____ from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) Legal Requirements. CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this

Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) Non-liability of City Officers and Employees. No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) No Benefit to Employees. No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Work during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Work performed under this Agreement.

(e) Nondiscrimination. In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT.

However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any work or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Work, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of three hundred dollars (\$300) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused

by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Attorney's Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

20. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

21. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

CITY

Damien R. Arrula, City Administrator

ATTEST:

Robert S. McKinnell, City Clerk

Approved as to form:

Christian L Bettenhausen, City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MUNICIPALITIES OR PUBLIC AGENCY – INSURED PROVIDING PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

The following is added to Section II. WHO IS AN
INSURED:

The municipality and/or public agency designated in
the Schedule of this endorsement is also an insured,
but only with respect to liability for "bodily injury",
"property damage" or "personal and advertising
injury" caused, in whole or in part, by your acts or
omissions or the acts or omissions of those acting
on your behalf in connection with your operations,
other than the rendering of or the failure to render

professional services, advice of instruction, subject
to the following additional exclusion:

This insurance, including any duty we have to
defend "suits", does not apply to "bodily injury",
"property damage" or "personal and advertising
injury" that arises out of, in whole or in part, or is a
result of, in whole or in part, the active or primary
negligence of the municipality and/or public agency
designated in the Schedule of this endorsement,
whether or not such negligence has been assumed
by you in a contract or agreement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Municipality and/or Public Agency:

CITY OF PLACENTIA
SEE BLANK ENDORSEMENT
PB2500 401 E. CHAPMAN AVE
PLACENTIA CA 92870



ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 04 03 06 (01) - 029

POLICY NUMBER: UB-8M759710-21-42-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT-CALIFORNIA**

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 5.00% OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
CITY OF PLACENTIA, 401 E. CHAPMAN AVE, PLACENTIA CA 92870	COST OF SERVICE ANALYSIS

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE COMMON DECLARATIONS

Policy Number: ACP BPO 3029102473

Named Insured: MADSEN, TERENCE M - DBA
CLEARSOURCE FINANCIAL CONSULTING

Mailing Address: 7960 SOQUEL DR STE B363
APTOS, CA 95003-3999

Agency: CLARION PACIFIC INS SERVICES
Address: SANTA CRUZ CA 95060-2703

Agency Phone Number: (831)337-4661

Policy Period: Effective From 12-09-20 To 12-09-21
12:01 AM Standard Time at your principal place of business.

Form of your business entity: INDIVIDUAL

Description of your business: CONSULTING SERVICE

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

CONTINUATION PROVISION: If we offer to continue your coverage and you or your representative do not accept, this policy will automatically terminate on the expiration date of the current policy period stated above. Failure to pay the required premium when due shall mean that you have not accepted our offer to continue your coverage. This policy will terminate sooner if any portion of the current policy period premium is not paid when due.

RENEWAL POLICY NOTICE: In an effort to keep insurance premiums as low as possible, we have streamlined your renewal policy by not including printed copies of policy forms or endorsements that have not changed from your expiring policies, unless they include variable information that is unique to you. Refer to your prior policies for printed copies of these forms. If you have a need for any form, they are available by request from your agent.

IMPORTANT INFORMATION FOR CALIFORNIA POLICYHOLDERS: Companies writing property and casualty insurance in California are required to participate in the California Insurance Guarantee Association. If a company becomes insolvent, the California Insurance Guarantee Association settles unpaid claims and assesses each insurance company for its fair share. California law requires all companies to surcharge policies to recover these assessments. If your policy is surcharged, "CA Surcharge" with an amount will appear on your premium notice.

TOTAL POLICY PREMIUM \$ 1,195.00

Previous Policy Number			
ACP BPO 3019102473	ENTRY DATE	11-19-20	Countersignature _____ Date _____

These Common Policy Declarations, together with the Common Policy Conditions, Coverage Form Declarations, Coverage Forms and any endorsements issued to form a part thereof, complete the Policy numbered above.

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

SCHEDULE OF NAMED INSUREDS

Policy Number: ACP BPO 3029102473

From 12-09-20

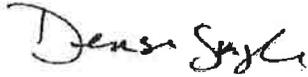
Policy Period:
To 12-09-21

Named Insured:

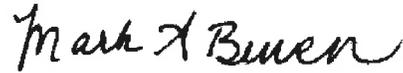
MADSEN, TERENCE M - DBA
CLEARSOURCE FINANCIAL CONSULTING

AMCO INSURANCE COMPANY

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized representative of the company.



SECRETARY



PRESIDENT

CHANGE OF DECLARATIONS ENDORSEMENT - PLEASE READ CAREFULLY.

POLICY NUMBER **ACP BPO 3029102473** PREMIER BUSINESSOWNERS POLICY

NAMED INSURED: **MADSEN, TERENCE M - DBA**
CLEARSOURCE FINANCIAL CONSULTING
 MAILING ADDRESS: **7960 SOQUEL DR STE B363**
APTOS, CA 95003-3999

AGENT NAME: CLARION PACIFIC INS SERVICES	84 19699	NO CHARGE \$.00
AGENT ADDRESS: SANTA CRUZ CA 95060	017		

POLICY PERIOD: FROM **12-09-20** TO **12-09-21** 12:01 A.M. Standard Time

EFFECTIVE DATE OF CHANGE: **12-09-20** 12:01 A.M. Standard Time

NOT A STATEMENT - YOUR BILLING WILL FOLLOW TOTAL PREMIUM \$ **.00**

	PREMIUM
--	----------------

***** ENDORSEMENT *****

ADDED ENDORSEMENT FORM
FORM PB2500 EDITION DATE 0101
A COPY OF THIS FORM IS ATTACHED

PB8114 (01-01) 02

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE PROPERTY DECLARATIONS

Policy Number: **ACP BPO 3029102473**

Policy Period:
From **12-09-20** To **12-09-21**

Description of Premises Number: **001** Building Number: **001** Construction: **FRAME**
 Premises Address **9032 SOQUEL DR** **APTOS** **CA** **95003-4036**
 Premises ID
 Occupancy **T** Classification: **BUSINESS MANAGEMENT, ADMINISTRATION & CONSULTING**

Described as: **FINANCIAL CONSULTING SERVICES FOR MUNICIPALITIES**

WE PROVIDE INSURANCE ONLY FOR THOSE COVERAGES INDICATED BY A LIMIT OR BY "INCLUDED".

The Property Coverage provided at this premises is subject to a \$ **500** Deductible, unless otherwise stated.

COVERAGES	LIMITS OF INSURANCE
Building -	NOT PROVIDED
Business Personal Property - Replacement cost	\$10,600
ADDITIONAL COVERAGES - the Coverage Form Includes other Additional Coverages not shown.	
Business Income - ALS - 12 Months - NO Hour Waiting Period - 60 Day Ordinary Payroll Limit	INCLUDED
Extra Expense - Actual Loss Sustained (ALS) - 12 Months - NO Hour Waiting Period	INCLUDED
Equipment Breakdown	INCLUDED
Automatic Increase in Insurance - Building	NOT PROVIDED
Automatic Increase in Insurance - Business Personal Property	2.9%
Back Up of Sewer and Drain Water (limit shown per Building, subject to \$25,000 policy aggregate)	\$5,000

OPTIONAL INCREASED LIMITS	Included Limit	Additional Limit	
Account Receivable	\$25,000		\$25,000
Valuable Papers and Records (At the Described Premises)	\$25,000		\$25,000
Forgery and Alteration	\$10,000		\$10,000
Money and Securities - Inside the Premises	\$10,000		\$10,000
Outside the Premises (Limited)	\$10,000		\$10,000
Outdoor Signs	\$2,500		\$2,500
Outdoor Trees, Shrubs, Plants and Lawns	\$10,000		\$10,000
Business Personal Property Away From Premises	\$15,000		\$15,000
Business Personal Property Away From Premises - Transit	\$15,000		\$15,000
Electronic Data	\$10,000		\$10,000
Interruption of Computer Operations	\$10,000		\$10,000
Building Property of Others	\$10,000		\$10,000

OPTIONAL COVERAGES - Other frequently purchased coverage options.	
Employee Dishonesty	NOT PROVIDED
Ordinance or Law - 1 - Loss to Undamaged Portion	NOT PROVIDED
2 - Demolition Cost and Broadened Increased Cost of Construction	NOT PROVIDED
Ordinance or Law Broadened	NOT PROVIDED

PROTECTIVE SAFEGUARDS

This premise has Protective Safeguards identified by symbols below. Insurance for Fire or Burglary and Robbery at this premise will be excluded if you do not notify us immediately if any of these safeguards are impaired. See **PB 04 30** for a description of each symbol. APPLICABLE SYMBOLS: **NOT APPLICABLE**

PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

MORTGAGEE ASSIGNMENT INFORMATION

Policy Number: **ACP BPO 3029102473**

Policy Period:
From **12-09-20** To **12-09-21**

Additional Interest: Interest:	Interest Number:	Loan Number:
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Additional Interest: Interest:	Interest Number:	Loan Number:
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Additional Interest: Interest:	Interest Number:	Loan Number:
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Additional Interest: Interest:	Interest Number:	Loan Number:
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Additional Interest: Interest:	Interest Number:	Loan Number:
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Additional Interest: Interest:	Interest Number:	Loan Number:
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Additional Interest: Interest:	Interest Number:	Loan Number:
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Additional Interest: Interest:	Interest Number:	Loan Number:
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Additional Interest: Interest:	Interest Number:	Loan Number:
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Additional Interest: Interest:	Interest Number:	Loan Number:
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PREMIER BUSINESSOWNERS POLICY

PREMIER OFFICE

LIABILITY DECLARATIONS

Policy Number: **ACP BPO 3029102473**

Policy Period:
From **12-09-20** To **12-09-21**

LIMITS OF INSURANCE

Each Occurrence Limit of Insurance	Per Occurrence	\$2,000,000
Medical Payments Coverage Sub Limit	Per Person	\$5,000
Tenants Property Damage Legal Liability Sub Limit	Per Covered Loss	\$300,000
Personal and Advertising Injury	Per Person Or Organization	\$2,000,000
Products – Completed Operations Aggregate	All Occurrences	\$4,000,000
General Aggregate (Other than Products – Completed Operations)	All Occurrences	\$4,000,000

AUTOMATIC ADDITIONAL INSURED STATUS

The following persons or organizations are automatically insureds when you and they have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy.

Co-Owners of Insured Premises
Controlling Interest
Grantor of Franchise or License
Lessors of Leased Equipment
Managers or Lessors of Leased Premises
Mortgagee, Assignee or Receiver
Owners or Other Interest from Whom Land has been Leased
State or Political Subdivisions - Permits Relating to Premises

PROPERTY DAMAGE DEDUCTIBLE

NONE

OPTIONAL COVERAGES

Hired Auto Liability Coverage **Included in Each Occurrence Limit of Insurance**
Nonowned Auto Liability Coverage **Included in Each Occurrence Limit of Insurance**
SEE ATTACHED LIABILITY DECLARATION SUPPLEMENT



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: OCTOBER 5, 2021

SUBJECT: **AWARD OF CONTRACT FOR OFFICIAL TOW SERVICE AND ISSUANCE OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

FISCAL

IMPACT:	EXPENSE: \$ 40,000	TOWING FEES (PASS-THROUGH)
	BUDGET: \$ 40,000	FY 2021-22 OPERATING BUDGET (103047-6181)
	REVENUE: \$ 39,450	ANNUALLY, FOR VEHICLE TOWING ADMINISTRATIVE COST RECOVERY FEE
	BUDGET: \$ 24,000	FY 2021-22 OPERATING BUDGET (100000-4070)

SUMMARY:

The Placentia Municipal Code provides for the establishment of an official tow service provider and for the issuance of a Certificate of Public Convenience and Necessity for such services. A Request for Proposal/Statement of Qualifications ("RFP/SOQ") was issued by the City for towing services for the Placentia Police Department ("Department"). A total of two (2) tow service providers submitted proposals to the Department for consideration. Of the proposals submitted, two (2) providers have the necessary experience and meet the required qualifications to provide official tow services. Anaheim Fullerton Towing Company scored higher in the evaluation process than Pacific Towing. This action will award a contract to Anaheim Fullerton Towing Company for official tow services in accordance with the standards set forth within the RFP/SOQ.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2021-58, a Resolution of the City Council of the City of Placentia, California, issuing Certificates of Public Convenience and Necessity and Approving Official Tow Service Agreements; and
2. Approve the Tow Service Agreement and Exhibit "A" (Schedule of Rates), and authorize the Mayor to execute such agreements with Anaheim Fullerton Towing Company; and
3. Reject the other Request for Proposal/Statement of Qualifications submitted by the remaining service provider.

1. j.
Oct. 5, 2021

DISCUSSION:

Placentia Municipal Code Section 6.76 provides for the establishment of an official tow service and for the issuance of a Certificate of Public Convenience and Necessity for such services. An RFP/SOQ (#07-2021) was issued by the City on July 1, 2021 and was posted on the City's website. All proposals were to be submitted to the Department by July 22, 2021 at 3:00 p.m. Responses to the RFP/SOQ were to be evaluated upon the basis of various factors including, but not limited to demonstrated financial strength, quality of the proposer's existing or proposed facilities, equipment, personnel, successful completion of services of similar scope and size, other cities and clients' evaluations of the proposer's prior or current services, demonstrated safety record for the proposer's tow vehicles and employees, and the degree to which the proposer ascertained and addressed the City's needs and priorities. A total of two (2) proposals were received by the closing date.

In compliance with the RFP/SOQ process, the Department formed a Tow Contract Qualifications Evaluation Committee ("Committee") that consisted of the Day Watch Patrol Lieutenant, the Traffic Sergeant, the Professional Standards Sergeant (former Traffic Sergeant), and the civilian Traffic Police Services Supervisor (ex-motor officer). The Committee, working with the Office of the Chief of Police, reviewed each proposal for the various factors previously outlined and made recommendations based upon the strength of the proposer's presentation.

Of the two (2) proposals submitted, both were deemed to meet or exceed the City's requirements in every category and have significant experience working with municipal law enforcement agencies. In addition, these proposers offer an array of services, and are within a short distance of City Hall.

Of these companies, both were selected to move on to the next phase of the process, which included a background check on owners and/or corporate officers. Below is an outline of the background/inspection results the Department used in making their recommendation.

Anaheim Fullerton Towing Company

Police Department staff conducted an investigation of Anaheim Fullerton Towing Company ("AFTC") to ensure that it met the qualifications of the contract, including vehicle standards and site location compliance. Fingerprint checks of the President of the company revealed no prior arrests or convictions. AFTC is located at 1041 North Kemp Street in the City of Anaheim and is less than five (5) miles from city designated center point. AFTC is a family-owned company and has been in the towing business for over 50 years. AFTC has 18 tow vehicles in their inventory, including "special equipment" vehicles designed for large tractor-trailers, overturned commercial vehicles, and specialty vehicles. AFTC currently has contracts with the City of Anaheim, the City of Fullerton, Cal State Fullerton, and the California Highway Patrol.

AFTC had one (1) complaint in March 2019 from Fullerton. During a surprise inspection, Fullerton staff found a small leak in the evidence room, dripping water into the building. The leak was repaired the same day and cleared by a lieutenant. Two (2) complaints were received by Fullerton

Police Department in September and November of 2020 for driver infractions involving tie downs and safety chains. One (1) employee was reprimanded and retrained, the other was dismissed.

Placentia Police Department have had no departmental complaints while AFTC has been a contract tow company for the City. AFTC has no other recent complaints from other contractual agreements with municipal governments and are in good standing with these agencies. Their proposal indicates they are financially sound, and their facilities and equipment exceed the minimum standards required. In addition, their personnel roster indicates they utilize tenured staff that are well trained, and their history shows they have a demonstrated and successful partnership with law enforcement. While inspecting their business location, it was noted that they only have one (1) site. It measures 134,000 square feet (3.072 acres) and it is capable of handling up to 350 vehicles, which greatly exceeds the requirements of the contract. Additionally, facility standards, personnel protocol, vehicles, and communication were all reviewed with the management staff and all areas were found to conform to contract requirements. AFTC has been a contracted tow company for the City of Placentia for over 10 years, their reputation in the industry is solid, and they have responded to the incidents within the City that require larger equipment. The services AFTC have provided to the City were competent and professional.

Pacific Towing Inc.

Police Department staff conducted an investigation of Pacific Towing Inc. ("Pacific Towing") to ensure that it met the qualifications of the contract, including vehicle standards and site location compliance. Fingerprint checks of the President of the company revealed no prior arrests or convictions. Pacific Towing is located at 2840 East Coronado Street in the City of Anaheim and is just over two (2) miles from the Department's headquarters. Pacific Towing is a family-owned and operated company and has been in business over the last six (6) years with over 31 years of overall towing experience. Pacific Towing has 10 tow vehicles in their inventory including wheel lift, flatbed, medium duty, and heavy-duty vehicles.

Pacific Towing currently holds contracts with the City of Anaheim, the City of Fullerton, and the California Highway Patrol. Pacific Towing recently severed a contract with the Orange County Sheriff's Department due to lack of service calls. Pacific Towing has never been suspended or terminated from a towing program operated by another government agency for any reason. Their proposal indicates they are financially sound, and their facilities and equipment exceed the minimum standards required. In addition, their personnel roster indicates they utilize tenured staff that are well trained, and their history shows they have a demonstrated and successful partnership with law enforcement. During Pacific Towing's business inspection, it was noted they are in a 9,000 square foot building on a 40,000 square foot parcel. Additionally, facility standards, personnel protocol, vehicles, and communication were all reviewed with the management staff and all areas were found to conform to contract requirements.

2021 Tow Service Agreement

The 2021 Tow Service Agreement outlines the contractual agreement between the City and the tow company regarding duties and responsibilities as independent contractors, for purposes of

providing police towing and vehicle impound and storage services for the City of Placentia, pursuant to the terms and provisions set forth within the agreement.

Agreement Section 39.0 "CHARGES", describes all charges for towing, impound, storage, and other services required to be performed by the official tow service(s) under the terms and conditions of the Tow Service Agreement ("TSA") and shall not exceed those charges approved by the City. The Schedule of Rates (Attachment 2, Exhibit A) is the recommended list of allowable charges for those services as described. The California Highway Patrol's (CHP) most recent TSA (2014) survey for this area is used as a guide to ensure the rates are comparable and within the rules set forth within the CHP's TSA.

In addition, for towing services for vehicles impounded by the Police Department to a City-operated storage facility (i.e., 30-day impounds), each Official Tow Service shall be compensated at the rate of fifty-five percent (55%) of the applicable towing rate.

Conclusion

Based upon the information provided within the proposals submitted; the site and vehicle inspection approval for both companies; tenure, experience and quality of the companies' employees and equipment; and finally, the demonstrated knowledge and understanding of the City of Placentia's needs, Staff concludes that both Anaheim Fullerton Towing Company and Pacific Towing Inc. exceed the requirements outlined within the RFP/SOQ.

Anaheim Fullerton Towing Company scored higher in the evaluation process than Pacific Towing. It is the Committee's recommendation that Anaheim Fullerton Towing be awarded the contract. In addition to scoring higher in the process, during the ten-year relationship that the City has formed with the Anaheim Fullerton Towing company they have provided exceptional service.

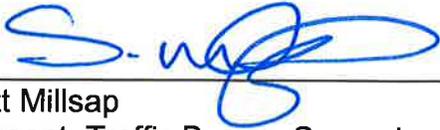
Based upon the lower demand for towing services due to changes in the laws that allow for the impounding of vehicles, Staff has determined that the Department only has need for one tow company. The Department has been operating with Anaheim Fullerton Towing as the sole contractor for approximately two years and have not had any delays or problems arising from having only one service provider.

FISCAL IMPACT:

With the award of this contract, the City is changing the franchise fee requirements from tow companies paying a yearly franchise fee of \$32,500 or quarterly payments of \$8,125 to charging to an administrative flat fee of \$75.00 per vehicle. There will no longer be a franchise fee; however based upon an analysis conducted there will not be a negative fiscal impact between the franchise fee revenue and the new flat fee total revenue.

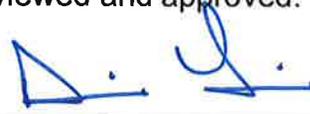
In 2019, our agency towed 539 vehicles. In 2020 (Pandemic year), the Department towed 513 vehicles. With the newly adopted administrative flat fee of \$75.00 per vehicle and using the average of 526 vehicles, we can anticipate an income of approximately \$39,450 from administrative costs paid by Anaheim Fullerton Towing.

Prepared by:



Scott Millsap
Sergeant, Traffic Bureau Supervisor

Reviewed and approved:



Darin Lenyi
Chief of Police

Reviewed and approved:



Jessica Brown
Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2021-58 - Approving Tow Serve Agreements
2. 2021 Tow Agreement – Anaheim Fullerton Towing
 - a. Exhibit A - Schedule of Rates
3. Proposal – Anaheim Fullerton Towing Company
4. Proposal – Pacific Towing Inc.

RESOLUTION NO. R-2021-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ISSUING CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY AND APPROVING OFFICIAL TOW SERVICE AGREEMENTS

A. Recitals.

(i) Chapter 6.76 of the Placentia Municipal Code provides for the establishment of official tow service provider(s) and for the issuance of a Certificate(s) of Public Convenience and Necessity for such services.

(ii) Heretofore, the Chief of Police issued a Request for Proposal/Statement of Qualifications ("RFP/SOQ") to provide for towing services for the City of Placentia Police Department regarding the towing and storing vehicles involved in accidents or disabled for other causes (when alternate towing is either not appropriate or is not requested by the owner or operator of the vehicle), towing and/or storing of vehicles which for other reasons are within the jurisdiction of the Placentia Police Department, including, but not limited to the towing of improperly parked vehicles, vehicles that obstruct or impede the flow of traffic, emergency lanes or walkways, and/or handicapped parking spaces, impounded/forfeited vehicles, and/or vehicles seized as evidence.

(iii) Proposals have been submitted to the Chief of Police and have been evaluated in compliance with the provisions of Chapter 6.76.

(iv) Anaheim Fullerton Towing has complied, in all particulars, with the requirements of Chapter 6.76 and has agreed to enter into Official Tow Service Agreement, including payment of a fee to the City for the provision of said official tow services.

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

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. Based upon substantial evidence presented to this City Council, including written staff reports and background evaluations of the proposals submitted pursuant to the RFP/SOQ, and pursuant to the provisions of § 6.76.040, this City Council finds that Anaheim Fullerton Towing is in compliance with the requirements of Chapter 6.76 of the Placentia Municipal Code.

3. Based upon the findings set forth herein, the City Council hereby issues a Certificate of Public Convenience and Necessity to Anaheim Fullerton Towing. The Chief Financial Officer, upon final execution of the Official Tow Service Agreements, shall issue a business license to Anaheim Fullerton Towing without further cost.

4. Based upon the findings set forth herein, the City Council hereby approves the Official Tow Service Agreements submitted on behalf of Anaheim Fullerton Towing and authorizes and directs the Mayor to execute said Agreement.

5. Based upon the findings set forth herein, the City Council hereby rejects all other proposals submitted pursuant to the RFP/SOQ.

PASSED AND ADOPTED this 5th day of October, 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 5th day of October, 2021, 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 CONTRACT
OFFICIAL TOW SERVICE**

Contractor: Anaheim Fullerton Towing Company Effective Date: November 1, 2021

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**CITY OF PLACENTIA
OFFICIAL TOW SERVICE
AGREEMENT**

This Official Tow Service Agreement (“Agreement”) is made and entered into this 1ST day of November, 2021 by and between the City of Placentia, a Municipal Corporation (“CITY”) and Anaheim Fullerton Towing Company (“OFFICIAL TOW SERVICE”) (the “Parties” collectively). Any reference herein to “DEPARTMENT” shall be deemed to refer to the City of Placentia Police Department.

A. Recitals.

(i). DEPARTMENT requires prompt and efficient towing services on a regular basis in the performance of its emergency response and traffic control duties, including response to, and investigation of, vehicular accidents.

(ii). In order to provide appropriate towing services, CITY has approved the use of certain towing service companies, pursuant to contract with CITY, to provide requisite towing services pursuant to the provisions of Chapter 6.76 of the Placentia Municipal Code, City of Placentia Request for Proposals/Statement of Qualifications for Official Tow Services No. RFP/SOQ 07-2021 (“RFP/SOQ”) and the terms and provisions herein contained. The RFP/SOQ and Response to RFP/SOQ submitted by OFFICIAL TOW SERVICE pursuant thereto hereby are incorporated and made a part of this Agreement as though fully set forth herein. Should any inconsistency occur or exist in this Agreement and the provisions of the Placentia Municipal Code, then the provisions of this Agreement shall control.

(iii). OFFICIAL TOW SERVICE owns or leases tow trucks and related equipment and vehicles and employs personnel that are capable of providing vehicle towing and storage services to CITY.

(iv). CITY desires to retain and designate OFFICIAL TOW SERVICE and OFFICIAL TOW SERVICE desires to accept and be retained by CITY, as an independent contractor, for purposes of providing police towing and vehicle impound and storage services for CITY, pursuant to the terms and provisions set forth herein.

B. Agreement.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

In all respects as set forth in the Recitals, Part A., of this Agreement.

1.0. SCOPE OF SERVICES.

1.1. OFFICIAL TOW SERVICE shall perform vehicle towing, impound, and storage services as directed by DEPARTMENT, in addition to such other services as required by this Agreement, and shall provide necessary storage facilities, tow services, labor, materials, equipment, machinery and tools. Specific services include, but are not limited to, towing of improperly parked vehicles, vehicles that obstruct or impede the flow of traffic or emergency lanes, walkways, and handicapped parking spaces, police impounds, seizure of evidence and motor vehicle accident response.

1.2. OFFICIAL TOW SERVICE shall comply with all State laws that regulate tow units and the impounding, towing, storage, selling or junking of vehicles.

1.3. OFFICIAL TOW SERVICE is hereby designated as an authorized tow service provider for CITY. All trucks, personnel, and equipment used by OFFICIAL TOW SERVICE in the performance of this Agreement shall be owned by or leased to OFFICIAL TOW SERVICE and shall be subject to all provisions herein set forth.

1.4. OFFICIAL TOW SERVICE acknowledges and agrees that this Agreement to provide tow services is non-exclusive. CITY intends to concurrently contract with at least one other tow service provider and shall utilize the services of each such tow service provider as CITY, in its sole discretion, deems appropriate.

2.0. CONSIDERATION.

In consideration of OFFICIAL TOW SERVICE's agreement to perform services as required herein, CITY agrees that throughout the term of the Agreement, OFFICIAL TOW SERVICE shall have:

2.1. The right to tow, impound, and store vehicles at the direction of DEPARTMENT within the jurisdictional boundaries of CITY, subject to DEPARTMENT's call-for-service system, as the same may be amended from time to time, at DEPARTMENT's sole discretion.

2.2. Nothing herein contained shall deprive the owner or operator of a vehicle from requesting and receiving towing services from a person or entity other than OFFICIAL TOW SERVICE.

2.3. When, in the opinion of DEPARTMENT, an emergency exists, or where OFFICIAL TOW SERVICE is either unable or unwilling, for any reason, to provide adequate or timely tow service, then DEPARTMENT retains the right to call other qualified tow services, which may or may not be under contract with CITY. Under such circumstances, the decision to call another tow service, either under contract or not, shall be at the exclusive discretion of DEPARTMENT.

3.0. TERM AND TERMINATION.

3.1. This Agreement shall remain in effect for three (3) years from the effective date. This Agreement may be reviewed at the conclusion of that three (3) year period and extended for up to two (2) one-year periods by mutual written agreement of the Parties.

3.2. This Agreement may be cancelled by CITY at any time during the term, or any subsequent extension hereof, upon revocation of the Certificate of Convenience and Public Necessity granted pursuant to Chapter 6.76 of the Placentia Municipal Code, upon breach of this Agreement or violation of the provisions of Chapter 6.76 of the Placentia Municipal Code. In the event of termination for cause by CITY, OFFICIAL TOW SERVICE shall be compensated for those services that have been fully and adequately completed and accepted by DEPARTMENT as of the date of termination. OFFICIAL TOW SERVICE shall provide documentation deemed adequate by DEPARTMENT to show the services actually completed by OFFICIAL TOW SERVICE prior to the effective date of termination. Termination of this Agreement for cause may be considered by CITY in determining whether to enter into future agreement with OFFICIAL TOW SERVICE.

3.3. This Agreement may also be terminated without cause upon ninety (90) days written notice provided by either party. In the event CITY should abandon, terminate or suspend OFFICIAL TOW SERVICE's work, OFFICIAL TOW SERVICE shall be entitled to payment for services fully and adequately provided hereunder prior to the effective date of said suspension, termination or abandonment, in accordance with this Agreement. OFFICIAL TOW SERVICE shall provide documentation deemed adequate by DEPARTMENT to show the services actually completed by OFFICIAL TOW SERVICE prior to the effective date of and such suspension, termination or abandonment.

3.4. In the event this Agreement is terminated, in whole or in part, as provided by this Section, CITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.5. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

4.0. LOCATION.

4.1. All storage facilities utilized to store police-stored or impounded vehicles by OFFICIAL TOW SERVICE shall be located within CITY or within a five-mile radius of the jurisdictional boundaries of CITY.

4.2. All vehicles stored or impounded at the direction of DEPARTMENT shall be towed directly to OFFICIAL TOW SERVICES' impound and storage facilities, unless DEPARTMENT instructs such vehicles be taken to another location.

4.3. Any change in OFFICIAL TOW SERVICE's operating/facility locations shall be

reported, in writing, to DEPARTMENT at least thirty (30) days prior to making such change.

5.0. PERSONNEL.

5.1. OFFICIAL TOW SERVICE employees and tow truck operators shall be sufficiently trained and capable of ensuring the safe and proper discharge of their service responsibilities.

5.2. All OFFICIAL TOW SERVICE tow truck operators shall possess valid California Tow Truck Driver certificates and Driver's Licenses in the proper class pursuant to California Vehicle Code §§ 12804.9(b) and 13378 or any successor provision(s) thereto.

5.3. All OFFICIAL TOW SERVICE tow truck operators shall be required to have a safe driving record, be 18 years of age or older, and be subject to driving record and criminal background checks by DEPARTMENT. Within ten (10) days of the effective date of this Agreement, and annually thereafter (within 10 days of the anniversary of the effective date of this Agreement) OFFICIAL TOW SERVICE shall provide to DEPARTMENT a list of its tow truck operators, including driver's license numbers and a State of California Department of Motor Vehicles ("DMV") printout for each tow truck operator. Any subsequent employment of a new tow truck operator shall be reported in writing to DEPARTMENT immediately, including submittal of the above-referenced information.

5.4. OFFICIAL TOW SERVICE shall have an alcohol and drug program that includes at a minimum, maintaining an alcohol and drug free work environment. Any tow truck operator found working under the influence of alcohol or drugs shall immediately be removed from providing any service pursuant to this Agreement.

5.5. OFFICIAL TOW SERVICE shall participate in the DMV Employer Pull Notice Program.

5.6. OFFICIAL TOW SERVICE shall not employ, in the performance of services pursuant to this Agreement, any person convicted of or having pled *nolo contendere* to a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business or vehicle repair, insurance fraud, or misdemeanor or felony driving while under the influence of alcohol or drugs, or the crimes listed in Vehicle Code § 13377 or any successor provision(s). If any employee is charged with any of the above-listed crimes, OFFICIAL TOW SERVICE shall immediately suspend that employee from duties under this Agreement pending the outcome of the criminal case.

5.7. OFFICIAL TOW SERVICE tow truck operators shall maintain acceptable standards of dress, including uniforms, and cleanliness while on duty in the community.

5.8. OFFICIAL TOW SERVICE tow truck operators shall cooperate with and abide by the instructions of DEPARTMENT's officers.

5.9. Each OFFICIAL TOW SERVICE tow truck operator shall obtain from DEPARTMENT a clip-on identification tag which such operator shall wear at all times when performing services pursuant to this Agreement in order to allow ease of tow truck operator identification.

5.10. If any tow truck operator becomes ineligible to provide tow operator services under this Agreement, OFFICIAL TOW SERVICE shall immediately notify DEPARTMENT of such ineligibility and the reason(s) therefor.

6.0. TOWING SERVICE DUTIES.

After being requested to the scene by DEPARTMENT, OFFICIAL TOW SERVICE tow truck operators shall comply with all of the following:

6.1. Not move nor attach a tow truck to any vehicle until instructed to do so by the investigating officer of DEPARTMENT.

6.2. Cooperate with the investigating officer of DEPARTMENT in removing unsafely and/or illegally parked vehicles from the street, and in the storing or impounding of such vehicles as requested.

6.3. On collision calls, clean up and remove all debris from the accident scene, including but not limited to clean-up and removal of all vehicle fluids in the street with absorbent material, as directed by DEPARTMENT officers and § 27700 of the California Vehicle Code or any successor provision(s).

6.4. Provide the owner or driver of towed vehicles (when present at scene) with an OFFICIAL TOW SERVICE business card indicating where the vehicles will be stored or impounded (including address and telephone number).

6.5. Deliver upon request all personal property located within stored or impounded vehicles upon: (a) presentation of proper identification; and (b) in the case of impounded vehicles, presentation of a personal property release form executed by DEPARTMENT.

7.0. RESPONSE TIME.

7.1. OFFICIAL TOW SERVICE shall provide a response time of twenty (20) minutes. Response time is the difference between the time OFFICIAL TOW SERVICE is notified and the time a tow truck arrives at the required location. Emergency conditions, as verified by local media or traffic enforcement may be acceptable reasons for not meeting the response time requirement. Equipment or personnel shortage, or lack of availability, are not acceptable reasons for failure to meet response times.

7.2. OFFICIAL TOW SERVICE shall give priority to all DEPARTMENT requests for service.

7.3. OFFICIAL TOW SERVICE dispatcher shall notify DEPARTMENT when a tow vehicle cannot respond immediately, give the reason for the delay, and an estimated time of arrival. In the event of an additional delay, OFFICIAL TOW SERVICE dispatcher shall again notify DEPARTMENT and give the new estimated time of arrival. To ensure a timely response, DEPARTMENT, in its sole discretion, may cancel any call-for-service because of a response delay and may request service from another tow service provider.

7.4. If the tow truck unit(s) has not arrived at the scene within twenty (20) minutes from the time requested, DEPARTMENT, based on the urgency of the field situation, may request a different towing service to respond to the call, whether the different tow service has a contract with CITY or not.

7.5. If OFFICIAL TOW SERVICE telephone or radio is not promptly answered, or if the line is busy when called by DEPARTMENT after two (2) attempts, OFFICIAL TOW SERVICE being called will be bypassed and DEPARTMENT shall select another tow service.

7.6. If, while rendering assistance in response to a DEPARTMENT call for towing, a second DEPARTMENT call for towing is generated to OFFICIAL TOW SERVICE, tow truck operator shall, before responding to the second call, ensure that all vehicles at the first site are sufficiently clear of the roadway so that no obstruction to normal traffic exists. Once the second call is handled to conclusion, the vehicles at the first site may be towed as necessary.

8.0. EQUIPMENT STANDARDS.

8.1. OFFICIAL TOW SERVICE shall own or have leased to it at least three (3) tow trucks that will be based at its storage facilities located at 1041 N Kemp Street., Anaheim, CA 92801 and which trucks shall be available to perform towing services at all times during the term of this Agreement. At least one of said tow trucks shall have a lifting capacity of eight (8) tons.

8.2. OFFICIAL TOW SERVICE shall have at least two (2) rigs of one-ton capacity with rear dual wheels.

8.3. OFFICIAL TOW SERVICE vehicles shall be equipped as tow trucks in compliance with the provisions of the California Vehicle Code including, but not limited to, §§ 615, 24605, 25100, 27700, and 27907 or any successor provision(s) thereto. Tow trucks shall be equipped with red flares, lanterns or reflectors, hand tools, crow-bar, rope, broom, shovel, dustpan, absorbent material for clean-up of hazardous materials, fire extinguisher, portable red tail lights and stop lights for towed vehicles, equipment for opening locked vehicles, and safety chains. All vehicles and all related equipment are required to maintain California Highway Patrol Level I Certification and be able to show proof of such certification.

8.4. All OFFICIAL TOW SERVICE vehicles shall have available adequate equipment to handle large trucks, trailers, tractors and other heavy vehicle equipment. This includes a set of dollies capable of supporting any passenger vehicle.

8.5. OFFICIAL TOW SERVICE vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that have gone over embankments or off traveled portions of roadways into remote areas or other difficult locations.

8.6. Motorcycles that are stored, impounded, or towed from a collision scene at the request of DEPARTMENT shall be hauled by a trailer that is designed to carry motorcycles, or by a flatbed truck.

8.7. Any equipment used and maintained by OFFICIAL TOW SERVICE shall be available for inspection by DEPARTMENT upon request. OFFICIAL TOW SERVICE vehicles shall be subject to random inspection by DEPARTMENT.

8.8. OFFICIAL TOW SERVICE shall be equipped for, and have personnel proficient in, unlocking locked vehicles. OFFICIAL TOW SERVICE shall unlock locked vehicles when requested to do so by DEPARTMENT.

8.9. Throughout the term of this Agreement, OFFICIAL TOW SERVICE shall maintain in a neat and clean manner and in good working condition its storage facilities and improvements thereon, and all vehicles, facilities, equipment, and materials used by OFFICIAL TOW SERVICE in the performance of the services required by this Agreement. Any additions to or deletions from the OFFICIAL TOW SERVICE tow truck fleet shall be immediately reported, in writing, to DEPARTMENT.

9.0. COMMUNICATIONS EQUIPMENT.

9.1. OFFICIAL TOW SERVICE shall install and maintain, to the satisfaction of CITY, at all times during the term of this Agreement, radio transmission and reception contact between OFFICIAL TOW SERVICE dispatcher and each OFFICIAL TOW SERVICE tow vehicle. OFFICIAL TOW SERVICE shall also maintain and staff, on a 24-hour basis, a telephone to receive calls from DEPARTMENT and members of the public.

9.2. Use of Citizen's Band Class D radio equipment by the OFFICIAL TOW SERVICE is prohibited.

9.3. If telephones are the preferred means of communication for receipt of calls from DEPARTMENT, OFFICIAL TOW SERVICE shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers or in the priority thereof shall notify DEPARTMENT in writing with the effective date of such change.

10.0. HOURS.

10.1. OFFICIAL TOW SERVICE shall provide twenty-four (24) hour towing service, seven (7) days a week, during the term of this Agreement.

10.2. OFFICIAL TOW SERVICE shall ensure that there will be an employee on call capable of being present or available for releasing impounded or stored vehicles to the public twenty-four (24) hours a day, seven (7) days a week.

11.0. VEHICLE IDENTIFICATION.

11.1. Each OFFICIAL TOW SERVICE vehicle shall display identification signs, in compliance with § 27907 of the California Vehicle Code or any successor provision(s). OFFICIAL TOW SERVICE shall not display any signs or advertising that indicates that OFFICIAL TOW SERVICE is an official towing service or police garage of CITY.

11.2. OFFICIAL TOW SERVICE shall not, through its advertisements or otherwise, in any way publicize any official or other business connection with CITY, nor shall OFFICIAL TOW SERVICE advertise any address or telephone number of CITY as a location or place to call for vehicle towing and storage service.

12.0. STORAGE SERVICE RESPONSIBILITIES.

12.1. OFFICIAL TOW SERVICE shall be responsible for all vehicles, accessories and equipment thereon, and all personal property therein, stored by it. It shall be OFFICIAL TOW SERVICE's duty to protect such stored vehicles, accessories, equipment, and property against all loss, damage by fire, theft, or other causes.

12.2. OFFICIAL TOW SERVICE shall be responsible for the negligent acts and omissions of its employees and for any property damage caused by OFFICIAL TOW SERVICE or its employees.

13.0. STORAGE FACILITY STANDARDS.

OFFICIAL TOW SERVICE shall make adequate provisions for the security of vehicles and property at its storage facilities, which shall at a minimum consist of all of the following:

13.1. All vehicles shall be stored in a building, or in an area or areas enclosed by a substantial wall or fence. The wall or fence shall be not less than six (6) feet in height, and shall have security features installed in such a manner as to prevent access over the top of the wall/fence, or the wall/fence shall be a minimum of eight (8) feet, provided that it complies with the requirements of § 23.81.100 of the Placentia Municipal Code or any successor provision(s) if within CITY.

13.2. All storage facilities shall be secured at all times and shall be adequately fenced with locked gates and shall have lighting adequate, in the opinion of DEPARTMENT, to maintain facility security.

13.3. The minimum total capacity of OFFICIAL TOW SERVICE storage facilities for storage pursuant to this Agreement shall be spaces for seventy-five (75) vehicles.

13.4. All storage facilities must be approved for security by the Chief of Police, or designee, and available for inspection by the DEPARTMENT at all times upon request of the DEPARTMENT.

13.5. OFFICIAL TOW SERVICE shall not perform any work upon any vehicle without first obtaining written permission from the owner of the vehicle. Notwithstanding the foregoing, all work on impounded vehicles shall be conducted pursuant to § 14 of this Agreement.

13.6. If OFFICIAL TOW SERVICE videotapes or otherwise records images of the storage facility, such videotape and photographs shall be maintained by OFFICIAL TOW SERVICE for at least thirty (30) days.

14.0. IMPOUND VEHICLES - INSIDE STORAGE.

14.1. Vehicles that have been impounded by order of DEPARTMENT shall not be released, lien sold, worked on, altered, or tampered with, without a written release from DEPARTMENT.

14.2. OFFICIAL TOW SERVICE shall maintain, without charge to DEPARTMENT, separate, fully enclosed, and secured garage storage facilities for a minimum of four (4) vehicles ordered impounded by DEPARTMENT ("Secure Impound").

14.3. DEPARTMENT shall have sole access to the Secure Impound when vehicles are being held for evidence.

14.4. DEPARTMENT shall designate when a vehicle is to be placed within Secure Impound. Vehicles placed into Secure Impound shall not be removed from Secure Impound until approved and authorized in writing by the investigating officer of DEPARTMENT.

14.5. OFFICIAL TOW SERVICE shall notify DEPARTMENT of any vehicles being impounded within CITY pursuant to private party impound requests immediately prior to commencement of the towing of such vehicles.

15.0. RELEASE OF VEHICLES.

15.1. OFFICIAL TOW SERVICE is responsible for the release of all vehicles impounded or stored by DEPARTMENT. Authority to release impounded or stored vehicles must be obtained from DEPARTMENT, in writing on DEPARTMENT's release form.

16.0. RECORDS.

16.1. OFFICIAL TOW SERVICE shall record and log the time each call is received, the time of dispatch, and the time of arrival. OFFICIAL TOW SERVICE shall keep, at its place of business, complete and accurate records of all vehicles towed, impounded, or stored at the request of DEPARTMENT, and the amount of charges accrued for each vehicle.

16.2. Record systems must provide for immediate access, upon inquiry by DEPARTMENT, to the following information:

16.2.1. Locate vehicle from DEPARTMENT record number.

16.2.2. Locate vehicle from license number only.

16.2.3. Locate vehicle from make, color, date and location of impound.

16.2.4. Date of filing all lien sale documents with DMV.

16.3. OFFICIAL TOW SERVICE shall submit a report, by the 10th day of each month, to DEPARTMENT, which shall include all of the following information for the preceding month:

16.3.1. Total DEPARTMENT impounds and storages.

16.3.2. Number of times dispatched by DEPARTMENT.

16.3.3. Number of calls for service resulting in impounds.

16.3.4. Number of calls for service that resulted in having to spend more than one hour on the call.

17.0. LIENS AND DISPOSALS.

17.1. OFFICIAL TOW SERVICE shall provide DEPARTMENT with a list of unclaimed vehicles thirty (30) days before they are scheduled to be disposed of or sold. On or before the 10th day of each month, OFFICIAL TOW SERVICE shall furnish DEPARTMENT a list of all vehicles that have been sold at lien sales during the previous month, and date of the action. The list shall include the vehicle owner's name, address, vehicle make, year and model, license number, VIN number, and DEPARTMENT record number. Copies of all lien sale documents shall be submitted with such list. The documents shall be dated and include all charges imposed on each sale.

17.2. OFFICIAL TOW SERVICE shall comply with all State law requirements for the disposal of unclaimed vehicles.

18.0. INSPECTION.

18.1. All real property and improvements thereon, and all facilities, equipment, and materials used by OFFICIAL TOW SERVICE in the performance of the services required under this Agreement shall upon request by DEPARTMENT be open to immediate inspection by the Chief of Police or his or her designee.

19.0. MOTORIST ASSISTANCE.

19.1. Whenever a motorist requests tow assistance from the DEPARTMENT and does not specify a particular tow company or membership agency, the service shall, in the sole discretion of DEPARTMENT, be assigned to either OFFICIAL TOW SERVICE or another tow service company awarded a contract for tow service by CITY. All charges arising out of such assistance assigned to OFFICIAL TOW SERVICE shall be the exclusive responsibility of OFFICIAL TOW SERVICE and the requesting motorist. DEPARTMENT shall not be liable for any charges whatsoever arising out of a motorist assistance call. OFFICIAL TOW SERVICE shall not charge such motorist more than the rates specified in this Agreement.

20.0. RISK.

20.1. OFFICIAL TOW SERVICE assumes all risk in the event of damage, theft, fire or otherwise, of the vehicles or any other property towed, impounded, or stored by OFFICIAL TOW SERVICE, its employees or agents.

20.2. Notwithstanding any other term or provision herein contained, when responding to a call from DEPARTMENT, OFFICIAL TOW SERVICE shall have no claim whatsoever against CITY or any right to recover from CITY for the cost of any of the services it renders in the performance of this Agreement. OFFICIAL TOW SERVICE shall look solely and exclusively to the owner of the vehicle towed, impounded, or stored for payment of the services provided by the OFFICIAL TOW SERVICE.

20.3. OFFICIAL TOW SERVICE shall assume the entire risk of nonpayment of any service charges incurred pursuant to this Agreement.

21.0. INSOLVENCY.

21.1. OFFICIAL TOW SERVICE shall not, without the prior written consent of the Chief of Police of CITY, or his or her designee, suffer or permit either the appointment of a receiver to take possession of all, or substantially all of the assets of OFFICIAL TOW SERVICE, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by OFFICIAL TOW SERVICE under any insolvency or bankruptcy proceeding constitutes a breach of contract by OFFICIAL TOW SERVICE, and all property assigned by CITY for safe care shall be "released" to another assigned service provider, as specified by the Chief of Police, or his or her designee, with a reimbursement for towing, storage, and related fees, borne by the service provider assuming the new responsibility.

22.0. SUCCESSORS.

22.1. Each of the terms and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, the Parties hereto, and each and every of their respective heirs, executors, administrators, successors, assigns, and legal representatives of the Parties.

23.0. INDEMNITY.

23.1. OFFICIAL TOW SERVICE shall protect, defend, indemnify, and hold harmless CITY, its elected and appointed officials, officers, employees and agents, against, without limitation, all claims, demands, debts, obligations, liabilities, judgments, actions, penalties, fines, costs, expenses and attorney's fees of every kind and description arising out of or connected in any way with OFFICIAL TOW SERVICE's performance under this Agreement, including but not limited to (1) workers' compensation, (2) any claim or action relating to the preparation of vehicles for towing; (3) any claim or action relating to the towing of vehicles; (4) any claim or action relating to the storage, impound, and maintenance activities; and (5) any claim or action relating to the sale or disposal of vehicles pursuant to this Agreement.

24.0. ASSIGNMENT.

24.1. OFFICIAL TOW SERVICE shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other person or entity without the prior written consent of CITY, which consent shall not be unreasonably withheld. Any such assignment without the prior written consent of CITY shall be void and any such attempted assignment shall constitute a material breach of this Agreement.

25.0. INSURANCE.

OFFICIAL TOW SERVICE, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

25.1. Commercial Business Automobile Liability, as required by California Vehicle Code § 16500.5. Said coverage shall include bodily injury and property damage, with a combined single limit of not less than \$750,000 per occurrence for Class A tow trucks, and \$1,000,000 for Class B, C, and/or D tow trucks. These minimum standards are to include non-owned and hired auto coverage.

Uninsured Motorist, with a combined single limit of not less than the legal minimum.

On-Hook Coverage / Garage Keepers Legal Liability insuring the vehicle in tow, with the following not less than the following limits based on the size of the tow truck:

A. Class A tow truck	\$50,000
B. Class B tow truck	\$75,000
C. Class C tow truck	\$150,000
D. Class D tow truck	\$150,000

Garage Liability Insurance, including premises and operations coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.

Those tow truck operators removing a vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location will be considered to be transporting property subject to normal minimum insurance requirements of § 34631.5 of the California Vehicle Code.

All such policies shall be primary, and any other policies maintained by or providing protection for CITY shall be excess or secondary but noncontributing.

25.2. OFFICIAL TOW SERVICE shall carry and pay for workers' compensation insurance as is required to fully protect OFFICIAL TOW SERVICE and its employees under California Workers' Compensation Insurance Law.

25.3. All insurance required pursuant to this Section shall: Be issued by a company authorized by the Insurance Department of the State of California and rated A-, VII or better by the latest edition of Best's Key Rating Guide, except that CITY will accept workers' compensation insurance rated B, VII or better or from the State Compensation Fund. The workers' compensation insurance company shall agree to waive all rights of subrogation against CITY for losses paid under the terms of the policy, which arose from the work performed by the named insured. Each such policy shall provide that it shall not be cancelled or modified except after thirty (30) days prior written notice to CITY.

25.4. Upon execution of this Agreement, the OFFICIAL TOW SERVICE shall provide CITY certificates of insurance and endorsements evidencing the policies fulfilling the requirements of this Section. If self-insured for workers' compensation, OFFICIAL TOW SERVICE shall submit to CITY a copy of its certification of self-insurance issued by the Department of Industrial Relations. In addition, OFFICIAL TOW SERVICE shall prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

25.5. The insurance policies specified in this Section, except for workers' compensation policies, shall name CITY and its elected and appointed officials, officers, agents, and employees as additional insureds by endorsement to the policies.

25.6. If OFFICIAL TOW SERVICE does not keep and maintain all such insurance policies in full force and effect at all times during the term of this Agreement, CITY may elect to treat such failure as a breach of this Agreement and terminate the Agreement as provided herein.

25.7. If CITY reasonably determines that the amounts of insurance held by OFFICIAL TOW SERVICE pursuant to this Agreement are no longer sufficient, or that additional types of coverage are needed, OFFICIAL TOW SERVICE shall modify the existing coverage or obtain additional policies, as CITY shall reasonably determine. All new policies shall be on the terms and conditions herein contained.

25.8. OFFICIAL TOW SERVICE shall annually, within ten (10) days of the anniversary of the effective date of this Agreement, provide to CITY evidence that all insurance required pursuant to this Agreement continues to be in full force and effect.

26.0. INTEGRATION.

26.1. This Agreement fully expresses all understandings between the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written understandings or agreements regarding the matters covered by this Agreement.

27.0. AMENDMENTS.

27.1. No modification, amendment, addition to, deletion, or alteration of the terms of this Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by all Parties. Rates and Charges established in § 39 of this Agreement may be modified upon request therefor, made in writing, and addressed to the Chief of Police. The Chief of Police may recommend such modifications as justified by OFFICIAL TOW SERVICE to City's City Administrator who shall make a final determination. If modifications to the Rates and Charges are approved by the City Administrator, the provisions of Exhibit "A" shall be amended accordingly with the date of approval thereof set out on the amended Exhibit "A."

28.0. NO WAIVER.

28.1. No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default concerning the same or any other provision of this Agreement.

28.2. The waiver by CITY of any breach by OFFICIAL TOW SERVICE of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent breach or default by OFFICIAL TOW SERVICE either of the same or a different provision of this Agreement.

29.0. THIRD PARTY BENEFICIARIES.

29.1. The terms of this Agreement are intended to confer benefits only on the Parties hereto. No rights of action shall accrue to any other persons or entities under this Agreement.

30.0. INDEPENDENT CONTRACTOR.

30.1. The Parties hereto, in the performance of this Agreement, shall be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. OFFICIAL TOW SERVICE and its employees are not employees of CITY and are not entitled to any of the rights, benefits, or privileges of CITY's employees including, but not limited to, medical, unemployment, or workers' compensation insurance.

31.0. CONTROL.

31.1. Neither CITY nor its elected or appointed officials, agents or employees shall have any control over the conduct of OFFICIAL TOW SERVICE employees except as herein set forth.

32.0. EXECUTION OF AGREEMENT.

32.1. The persons executing this Agreement hereby represent and warrant that the execution of this Agreement and the performance of the terms and conditions of this Agreement have been authorized by all requisite corporation, Federal, State, municipal or other entity requirements and that the undersigned have the right, power, legal capacity and authority to execute and enter into this Agreement.

33.0. DRY RUNS.

33.1. CITY shall not be liable to pay to OFFICIAL TOW SERVICE any charge whatsoever or fee for a call, that does not result in a chargeable service being rendered by OFFICIAL TOW SERVICE (*i.e.*, a “dry run”).

33.2. In the event of CITY errors in impounding vehicles, OFFICIAL TOW SERVICE shall cause the release of vehicles upon the direction of the DEPARTMENT without charge for towing or storage.

34.0. CITY VEHICLE TOWING.

34.1. OFFICIAL TOW SERVICE shall provide, without cost to CITY, emergency towing of CITY Vehicles as requested by CITY.

35.0. RESPONSIBILITY.

35.1. It shall be the responsibility of OFFICIAL TOW SERVICE to provide equipment and to perform the duties expressed in this Agreement. OFFICIAL TOW SERVICE is hereby granted authority to utilize additional resources whenever deemed necessary to perform its tow service duties. This may include, but is not limited to, personnel and/or equipment of another tow operator. This, however, shall not relieve OFFICIAL TOW SERVICE of its duties and responsibilities, and any additional cost incurred shall not be charged to CITY.

36.0. EXCLUSIONS.

36.1. Excluded from this Agreement are those vehicles, or parts thereof, which are disposed of through Abandoned Vehicle Abatement Program by delivery to an authorized automobile dismantler, pursuant to § 22660 of the California Vehicle Code or successor provision(s). No charge shall be assessed against CITY or the owner of any vehicle that is towed, stored, or dismantled under the provisions of the Abandoned Vehicle Abatement Program.

37.0. BREACH OF CONTRACT.

Any of the following acts if committed by OFFICIAL TOW SERVICE during the performance of this Agreement shall be considered a material breach of this Agreement:

- 37.1. Obtaining a tow contract from CITY by use of fraud, trick, dishonesty, or forgery.
- 37.2. Towing a vehicle to a location other than approved by DEPARTMENT as an authorized storage facility without first receiving prior authorization to do so by DEPARTMENT.
- 37.3. After towing a vehicle to OFFICIAL TOW SERVICE storage facilities, without authorization from DEPARTMENT, towing the vehicle to another location for storage or impound.
- 37.4. Defrauding or conspiring to defraud any owner of any vehicle, any insurance company, or any other person financially interested in the towing, storage, or impound of any vehicle.
- 37.5. Moving, tampering with, or removing a vehicle involved in a traffic collision prior to the arrival of law enforcement officers at the scene.
- 37.6. If CITY receives five (5) or more complaints regarding OFFICIAL TOW SERVICE activities during any twelve (12) month period, which DEPARTMENT, in its reasonable discretion, determines to be justified, regarding the service, or lack thereof, provided by OFFICIAL TOW SERVICE.
- 37.7. Failing to comply with any provision of this Agreement.
- 37.8. Repeated or flagrant violations of the provisions of the California Vehicle Code.
- 37.9. Demonstrating a pattern or practice of failing to answer calls-for-service, respond promptly to calls, and/or to maintain clean, orderly, and secured storage facilities.
- 37.10. Failing to obtain and maintain a current valid CITY business license.
- 37.11. Commission of any unlawful, false, fraudulent, deceptive, or dangerous act while conducting its towing operation business.
- 37.12. Allowing the insurance coverage required herein to either be withdrawn or lapse or to no longer be in force for any reason.
- 37.13. Dissolution of business or bankruptcy.
- 37.14. Assignment of this Agreement, or any right or interest stated herein, without the prior written consent of CITY.
- 37.15. Any recurring deviation from CITY's approved charges as specified herein.

38.0. ACTS OR OMISSIONS OF REPRESENTATIVES.

38.1. It is understood and agreed by the parties that the acts and/or omissions of the owner(s), officers, operators, officials, employees, agents and representatives of OFFICIAL TOW SERVICE in the performance of the services and obligations under this Agreement shall constitute the acts and/or omissions of OFFICIAL TOW SERVICE.

39.0. CHARGES.

39.1. **All charges for towing, impound, storage, and other services required to be performed by OFFICIAL TOW SERVICE under the terms and conditions of this Agreement shall not exceed those charges approved by CITY, which are set forth in the schedule of rates in Exhibit "A" attached hereto and by this reference incorporated herein.**

39.2. All rates and charges shall be conspicuously posted in OFFICIAL TOW SERVICE's office, with a copy available in all tow vehicles, and shall be available for review by CITY personnel and/or persons for whom tow service is provided. All customer bills shall be itemized. It will be OFFICIAL TOW SERVICE's responsibility to collect payment for services it renders under this Agreement from the vehicle owners, and CITY shall not be responsible in any way whatsoever for payment of these charges.

39.3. Routine clean-up is included in the basic tow charge. However, when clean-up is determined to be excessive (by mutual agreement of OFFICIAL TOW SERVICE and DEPARTMENT), the rate shall be the labor rate referenced in § 39.1 (Labor).

39.4. OFFICIAL TOW SERVICE shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or agent of the owner claiming the vehicle.

39.5. In the event that unforeseen changes in the tow service industry seriously affect OFFICIAL TOW SERVICE's ability to continue to provide the towing, impound, and storage services required under this Agreement, OFFICIAL TOW SERVICE may petition DEPARTMENT for a re-evaluation of the agreed-upon charges and rates set forth in this Section. OFFICIAL TOW SERVICE shall bear the burden of providing such proof as is necessary to show that the continuance of the current rates and charges are so financially detrimental to OFFICIAL TOW SERVICE that they would place OFFICIAL TOW SERVICE in danger of default. The Parties may, by written amendment pursuant to § 27, adjust the terms of this Agreement where circumstances beyond the control of either party require modification or amendment.

40.0. NOTICES.

40.1. Any notices required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

CITY: City of Placentia
Attn: Chief of Police
401 E. Chapman Ave.
Placentia, CA 92870

OFFICIAL TOW SERVICE: Anaheim Fullerton Towing Company
Attn: Mark Saehlenou
1041 N Kemp St.
Anaheim, CA 92801

41.0. CHANGE IN CIRCUMSTANCES.

41.1. Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

42.0. SEVERABILITY.

42.1. If any term or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

43.0. VENUE.

43.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure § 394.

44.0. FRANCHISE FEE.

44.1. A. Operators participating in the rotational tow program shall agree to pay the City a franchise fee in consideration for being selected as an Official Tow Service of the City and to partially reimburse the City for actual and reasonable costs incurred in connection with the towing program (pursuant to State of California Vehicle Code, Div. 5, Chap 9, § 12110).

The amount of this fee will be set by the City Council at \$75.00 per towed vehicle. The Franchise Fee is payable on the last working day of each calendar quarter during the term hereof. The Franchise Fee for any period less than a calendar quarter shall be prorated on the basis of a ninety (90) day quarter.

B. Damages: In the event OFFICIAL TOW SERVICE fails to submit to CITY all required Franchise Fees, together with all documents and supplemental material required hereunder, within

the time set forth herein, or as may be extended by written consent of the parties hereto, OFFICIAL TOW SERVICE shall pay to CITY, as liquidated damages and not as a penalty, the sum of One Hundred dollars (\$100.00) per day for each day OFFICIAL TOW SERVICE is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by OFFICIAL TOW SERVICE, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default.

C. Notwithstanding any other term or provision hereof, in the event OFFICIAL TOW SERVICE fails to submit to CITY all required Franchise Fees within twenty (20) days from the conclusion of any calendar quarter, in addition to the liquidated damages due hereunder, CITY may terminate this agreement upon five (5) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows, to be effective on the day and year first written above.

SIGNATURES

OFFICIAL TOW SERVICE:

_____ Date: _____

Name: Mark A. Saehlenou

Title: President / General Manager, Anaheim Fullerton Towing Company

_____ Date: _____

Name: _____

Title: _____

CITY OF PLACENTIA:

_____ Date: _____

Craig S. Green,
Mayor

ATTEST:

APPROVED AS TO FORM:

Robert S. McKinnell,
City Clerk

Christian Bettenhausen,
City Attorney

PLACENTIA POLICE DEPARTMENT

Traffic Bureau

2014 TOW CONTRACT – SCHEDULE OF RATES

COST RECOVERY PROCEDURE FOR OFFICIAL TOW CONTRACTORS

Calculations

September 2014

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Maximum allowed)	\$185.00	\$210.00	\$295.00	\$325.00
Storage Rate (Outside)	\$45.00	\$50.00	\$60.00	\$60.00
Storage Rate (Inside)	\$50.00	\$55.00	\$65.00	\$65.00
Long-term Storage	Daily Rate	Daily Rate	Daily Rate	Daily Rate
After-hours release	\$83.50	\$96.50	\$117.50	\$152.50
Service Call - Minimum	\$78.00	\$86.00	\$117.50	\$152.50
Labor Rate (Per hour) ¹	\$103.00	\$103.00	\$103.00	\$103.00
Special Equipment at Scene ²	1 hour minimum	1 hour minimum	1 hour minimum	1 hour minimum

Class Definitions:

- Class A = Standard duty truck / Tow truck under 26k GVWR
- Class B = Medium duty truck / Tow truck 26k – 47k GVWR
- Class C = Heavy duty truck / Tow truck 48k GVWR and air brakes are required.
- Class D = Super heavy duty truck / Tow truck 52k GVWR or more and air brakes required.

¹Labor Rate

If a contract tow company works beyond the one (1) hour minimum and into the next hour, the company may charge per minute of the hourly rate up to the conclusion of the call (i.e.: \$150 hour rate = \$2.50 per minute rate).

²Special Equipment

Specialized equipment used at a scene or at a tow yard facility that is required due to circumstances of the incident can be charged dollar for dollar if the circumstances are justified by the tow company. An additional 10% use rate may be imposed for the use of the equipment beyond the one (1) hour minimum. Justification, in written form, is required for the additional charge that explains the circumstances.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2021

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

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

PRODUCER Hays Companies Inc. 4200 Concours, Suite #350 Ontario CA 91764	CONTACT NAME: Nilda Garcia PHONE (A/C, No, Ext): (909) 243-8200 E-MAIL ADDRESS: ngarcia@hayscompanies.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED P & H Enterprises, DBA: dba: Anaheim Fullerton Towing 1122 North Anaheim Blvd Anaheim CA 92801	INSURER A: United Specialty Insurance Company	
	INSURER B: Redwood Fire and Casualty Insurance Co	
	INSURER C: Scottsdale Insurance Company	
	INSURER D: Insurance Company of the West	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 GI/Auto/ Umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$5000 BIPD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ATN2117951	4/26/2021	4/26/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			01TRM017192-06	4/26/2021	4/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			XLS0119290	4/26/2021	4/26/2022	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WVE504529402	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
A	Garage Keepers Legal Liab.			ATN2117951	4/26/2021	4/26/2022	\$1,000,000 Ded. \$1,000 Com/Co1
	B On Hook/Cargo						01TRM017192-06

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Placentia, its elected and appointed officers, officials, employees and agents are named as an Additional Insureds as respects liability arising out of the operations of the named insured. General Liability primary and noncontributory and waiver of subrogation wording applies. Commercial Auto additional insured & waiver of subrogation applies. Workers Compensation waiver of subrogation wording applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia 401 E. Chapman Ave. Placentia, CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE W Mershon/NGARCI
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to any person or organization you are required to add to this policy as an additional insured in a written agreement between you and the additional insured that is executed prior to the "accident" provided that:

- 1) such insurance applies only to the ownership, maintenance or use of a covered auto; and
- 2) such insurance applies only to acts or omissions by you, your agents or your "employees" while such covered auto is being used in your business; and
- 3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured's agents or "employees" other than you; and
- 4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured's business and pursuant to operating rights granted to the additional insured by a public authority; and
- 5) such inclusion of additional insured shall not increase our limit of liability under this policy.

All other terms, conditions and agreements remain unchanged.

Additional Premium: \$ 1,000

Company Name	Policy Number 01 TRM 017192 - 06
Redwood Fire and Casualty Insurance Company	Endorsement Effective 04/26/2021 12:01 AM
Named Insured P & H ENTERPRISES INC	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

04/27/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – GRANTOR OF LICENSES – AUTOMATIC STATUS WHEN REQUIRED BY LICENSOR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) that grants licenses to you when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be named as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as grantor of licenses to you.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person(s) or organization(s) status as an additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or

2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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, Fully Executed Prior To The Named Insured's Work
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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON/ORGANIZATION WHEN REQUIRED BY WRITTEN CONTRACT	ALL CALIFORNIA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01/01/2021** Policy No. **WVE 5045294 02** Endorsement No. _____
 Insured **P & H ENTERPRISES** Premium \$ **INCL.**
 Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

RFP 07/2021
Towing and Storage of Vehicles
Evaluation of Criteria per RFP

Tow Yard: ANAHEIM/FULLERTON TOWING

Date: 08/26/2021

SAFETY – 40%

HISTORY	(WORTH 20 POINTS)	
Accident History		
OSHA History including workers compensation		
Motor Carrier History		
DOT History		
Enforcement History (e.g., DMV safety violations, FMC violations, etc.)		
US DOT 2010 Compliance, Safety, Accountability (CSA) implementation		
	Total points	19

DRIVER TRAINING	(WORTH 15 POINTS)	
Defensive Driving		
Tow and Recovery		
Lock Out		
Drug/Alcohol		
Pre/Post Trip Inspections		
Vehicle Code/FMC Requirements		
Out of Service Criteria		
	Total points	13

DRIVER'S RECORDS/DMV	(WORTH 2.5 POINTS)	
	Total points	2.5

SAFETY (Cont.) – 40%

OTHER EMPLOYEE TRAINING (NON-DRIVER TRAINING)	(WORTH 2.5 POINTS)	
OHSA	<i>EMP. Handbook</i>	
Storage/Release		
Drug Alcohol		
Mechanics, Vehicle Code Regulations		
Total points		<i>2.5</i>

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT – 25%

NUMBER OF TOW VEHICLES (Class A-D)	(WORTH 5 POINTS)	
<i>22 VEH</i>	Total points	<i>5</i>

VEHICLE MAINTENANCE RECORDS	(WORTH 4 POINTS)	
Pre/Post Trip Inspection Forms	<i>ok</i> ↓	
Repair Forms		
Preventive Maintenance Records		
Smog Inspections		
Total points		<i>4</i>

VEHICLE (EQUIPMENT REGULATIONS)	(WORTH 5 POINTS)	
Tires	<i>ok</i> ↓	
Suspension		
Engine/Exhaust		
Brakes		
Total points		<i>5</i>

TOW VEHICLE EQUIPMENT	(WORTH 5 POINTS)	
Signage	<i>ok</i> ↓	
Tow Lights		
Tie Downs		
Tow Dollies		
Fire Extinguisher		
Shovel/Broom		
Etc.		
Total points		<i>5</i>

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT (Cont.) – 25%

LOCK-OUT TOOLS/KITS	(WORTH 3 POINTS)	
Flashlight		
Slim Jim	OK	
Wedge		
J-Hook		
Misc. Items		
	Total points	3

CLEANLINESS	(WORTH 3 POINTS)	
Trash/Debris in Cab		
Loose Cargo/Tools/Chains		
Windows (Clean – Damage Free)		
	Total points	3

EXPERIENCE AND ORGANIZATION – 20%

QUALITY AND PERFORMANCE (Based on previous contracts)	(WORTH 5 POINTS)	5
COMPLETENESS OF PROPOSAL	(WORTH 2 POINTS)	2
80% OF DRIVERS HAVE PERFECT DRIVING RECORD W/7 YEARS OR LESS AS A TOW OPERATOR	(WORTH 3 POINTS)	3
QUALIFIED CLASS A DRIVERS	(WORTH 4,5 or 6 POINTS)	6
Over 50% (6 points)		
Over 40% (5 points)		
Over 30% (4 points)		
NUMBER OF YEARS IN SERVICE	(WORTH 2 or 4 POINTS)	4
Over 10 Years (4 points)		
Over 5 Years (2 points)		
	Total points	15

EVALUATION OF STORAGE FACILITY AND RELATED EQUIPMENT – 15%

PROXIMITY (5-Mile Radius)	(WORTH 5 POINTS)	5
EVALUATION OF STORAGE FACILITY	(WORTH 5 POINTS)	2
Security Set Up (cameras, alarms, etc.)		
Perimeter Fencing (Type, Condition, Sq. Footage)		
Can accommodate most storage at one location		
Storage Lot Appearance (clean/orderly)		
Visibility of Signage for Public (req. notices etc.)		
PHONE ANSWERING SYSTEM	(WORTH 2 POINTS)	2
EVIDENCE HOLD AREA	(WORTH 3 POINTS)	1
Square Footage Available _____		
Exceeds Min. size		
Security (recording equip. etc.)		
Electrical Outlets		
Lighting		
Record Keeping of Evidence Vehicles		
	Total points	

Overall Total #	52
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Rater/ID: J. CONNELL # 1157

RFP 07/2021
Towing and Storage of Vehicles
Evaluation of Criteria per RFP

Tow Yard: ANAHEIM/FULLERTON TOWING

Date: 8-26-21

SAFETY – 40%

HISTORY	(WORTH 20 POINTS)	
Accident History	OK	
OSHA History including workers compensation	NOT INCLUDED	✓
Motor Carrier History	OK	
DOT History	OK	
Enforcement History (e.g., DMV safety violations, FMC violations, etc.)	OK	
US DOT 2010 Compliance, Safety, Accountability (CSA) implementation	OK	
Total points		19

DRIVER TRAINING	(WORTH 15 POINTS)	
Defensive Driving	OK	
Tow and Recovery	OK	
Lock Out	OK	
Drug/Alcohol	OK	
Pre/Post Trip Inspections	OK	
Vehicle Code/FMC Requirements	OK	
Out of Service Criteria	OK	
Total points		15

DRIVER'S RECORDS/DMV	(WORTH 2.5 POINTS)	
<u>LISTED IN RFP</u>		2.5
Total points		36.5

SAFETY (Cont.) – 40%

OTHER EMPLOYEE TRAINING (NON-DRIVER TRAINING)	(WORTH 2.5 POINTS)	
OHSA	OK	
Storage/Release	OK	
Drug Alcohol	OK	
Mechanics, Vehicle Code Regulations	OK	
	Total points	2.5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT – 25%

NUMBER OF TOW VEHICLES (Class A-D)	(WORTH 5 POINTS)	
22 Vehicles		
	Total points	5

VEHICLE MAINTENANCE RECORDS	(WORTH 4 POINTS)	
Pre/Post Trip Inspection Forms	OK	
Repair Forms	OK	
Preventive Maintenance Records	OK	
Smog Inspections	OK	
	Total points	4

VEHICLE (EQUIPMENT REGULATIONS)	(WORTH 5 POINTS)	
Tires	OK	
Suspension	OK	
Engine/Exhaust	OK	
Brakes	OK	
	Total points	5

TOW VEHICLE EQUIPMENT	(WORTH 5 POINTS)	
Signage	OK	5
Tow Lights	OK	
Tie Downs	OK	
Tow Dollies	OK	
Fire Extinguisher	OK	
Shovel/Broom	OK	
Etc.	OK	
	Total points	21.5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT (Cont.) – 25%

LOCK-OUT TOOLS/KITS	(WORTH 3 POINTS)	
Flashlight	OK	
Slim Jim	OK	
Wedge	OK	
J-Hook	OK	
Misc. Items	OK	
Total points		3

CLEANLINESS	(WORTH 3 POINTS)	
Trash/Debris in Cab	OK	
Loose Cargo/Tools/Chains	OK	
Windows (Clean – Damage Free)	OK	
Total points		3

EXPERIENCE AND ORGANIZATION – 20%

QUALITY AND PERFORMANCE (Based on previous contracts)	(WORTH 5 POINTS)	5
COMPLETENESS OF PROPOSAL	(WORTH 2 POINTS)	2
80% OF DRIVERS HAVE PERFECT DRIVING RECORD W/7 YEARS OR LESS AS A TOW OPERATOR	(WORTH 3 POINTS)	2
<i>RFP Request</i>		
QUALIFIED CLASS A DRIVERS	(WORTH 4,5 or 6 POINTS)	
Over 50% (6 points)		
Over 40% (5 points)		
Over 30% (4 points)		
<i>8 CLASS A DRIVERS</i>		6
NUMBER OF YEARS IN SERVICE	(WORTH 2 or 4 POINTS)	4
Over 10 Years (4 points)		
Over 5 Years (2 points)		
Total points		27

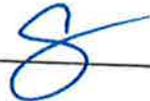
EVALUATION OF STORAGE FACILITY AND RELATED EQUIPMENT - 15%

PROXIMITY (5-Mile Radius)	(WORTH 5 POINTS)	5
EVALUATION OF STORAGE FACILITY	(WORTH 5 POINTS)	2.5
Security Set Up (cameras, alarms, etc.)	MORE RAZOR WIRE	
Perimeter Fencing (Type, Condition, Sq. Footage)	FENCING IMPROVEMENT	
Can accommodate most storage at one location	OK	
Storage Lot Appearance (clean/orderly)	OK	
Visibility of Signage for Public (req. notices etc.)	OK	
PHONE ANSWERING SYSTEM	(WORTH 2 POINTS)	2
24 HR. ANSWER		
EVIDENCE HOLD AREA	(WORTH 3 POINTS)	1
Square Footage Available	3 ACRES	
Exceeds Min. size		
Security (recording equip. etc.)	OK	
Electrical Outlets	YES	
Lighting	NO NO	
Record Keeping of Evidence Vehicles	YES	
Total points		10.5

* STILL IN MOVING IN PROCESS * STORING CARS IN LOWER CONTAINERS
 * CAMERAS UP IN 2 WEEKS

Overall Total #	95.5
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EVIDENCE HOLD SMALL BUT SAME AS BEFORE

Rater/ID: DET MINSAP 1151 

RFP 07/2021
Towing and Storage of Vehicles
Evaluation of Criteria per RFP

Tow Yard: ANAHEIM/FULLERTON TOWING

Date: 8/26/2021

SAFETY – 40%

Notes:
Exhibit 2



HISTORY	(WORTH 20 POINTS)	
Accident History	ok	
OSHA History including workers compensation	?	
Motor Carrier History	ok	
DOT History	ok	
Enforcement History (e.g., DMV safety violations, FMC violations, etc.)	ok	
US DOT 2010 Compliance, Safety, Accountability (CSA) implementation	ok	
	Total points	19

Notes:
Exhibit 5/
Employee
handbook

DRIVER TRAINING	(WORTH 15 POINTS)	
Defensive Driving	ok	
Tow and Recovery	ok	
Lock Out	ok	
Drug/Alcohol	ok	
Pre/Post Trip Inspections	ok	
Vehicle Code/FMC Requirements	ok	
Out of Service Criteria	ok	
	Total points	15

DRIVER'S RECORDS/DMV	(WORTH 2.5 POINTS)	
<i>*RFP – DMV Reports</i>	Total points	2.5

SAFETY (Cont.) – 40%

Notes:

Employee Handbook/ Drug & Alcohol policy

OTHER EMPLOYEE TRAINING (NON-DRIVER TRAINING)	(WORTH 2.5 POINTS)	
OHSA		
Storage/Release		
Drug Alcohol		
Mechanics, Vehicle Code Regulations		
	Total points	2.5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT – 25%

NUMBER OF TOW VEHICLES (Class A-D)	(WORTH 5 POINTS)	
<i>*Total of 22 vehicles</i>		
	Total points	5

Notes:
RFP

VEHICLE MAINTENANCE RECORDS	(WORTH 4 POINTS)	
Pre/Post Trip Inspection Forms	ok	
Repair Forms	ok	
Preventive Maintenance Records	ok	
Smog Inspections	ok	
	Total points	4

Notes:
Exhibit 3

VEHICLE (EQUIPMENT REGULATIONS)	(WORTH 5 POINTS)	
Tires	ok	
Suspension	ok	
Engine/Exhaust	ok	
Brakes	ok	
	Total points	5

Notes:
Exhibit 3

TOW VEHICLE EQUIPMENT	(WORTH 5 POINTS)	
Signage	ok	
Tow Lights	ok	
Tie Downs	ok	
Tow Dollies	ok	
Fire Extinguisher	ok	
Shovel/Broom	ok	
Etc.	ok	
	Total points	5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT (Cont.) – 25%

Notes:
Exhibit 3

LOCK-OUT TOOLS/KITS	(WORTH 3 POINTS)	
Flashlight	ok	
Slim Jim	ok	
Wedge	ok	
J-Hook	ok	
Misc. Items	ok	
Total points		3

Notes:
Visual

CLEANLINESS	(WORTH 3 POINTS)	
Trash/Debris in Cab		
Loose Cargo/Tools/Chains		
Windows (Clean – Damage Free)		
Total points		3

EXPERIENCE AND ORGANIZATION – 20%

Notes:
RFP

QUALITY AND PERFORMANCE (Based on previous contracts)	(WORTH 5 POINTS)	5
COMPLETENESS OF PROPOSAL	(WORTH 2 POINTS)	2
80% OF DRIVERS HAVE PERFECT DRIVING RECORD W/7 YEARS OR LESS AS A TOW OPERATOR	(WORTH 3 POINTS)	3
QUALIFIED CLASS A DRIVERS	(WORTH 4,5 or 6 POINTS)	6
Over 50% (6 points)		
Over 40% (5 points)		
Over 30% (4 points)		
NUMBER OF YEARS IN SERVICE	(WORTH 2 or 4 POINTS)	4
Over 10 Years (4 points)		
Over 5 Years (2 points)		
Total points		

Notes:
8 class A

EVALUATION OF STORAGE FACILITY AND RELATED EQUIPMENT – 15%

PROXIMITY (5-Mile Radius)	(WORTH 5 POINTS)	5
EVALUATION OF STORAGE FACILITY	(WORTH 5 POINTS)	2.5
Security Set Up (cameras, alarms, etc.)		
Perimeter Fencing (Type, Condition, Sq. Footage)		
Can accommodate most storage at one location		
Storage Lot Appearance (clean/orderly)		
Visibility of Signage for Public (req. notices etc.)		
PHONE ANSWERING SYSTEM	(WORTH 2 POINTS)	2
EVIDENCE HOLD AREA	(WORTH 3 POINTS)	1
Square Footage Available <u>LIMITED</u>		
Exceeds Min. size		
Security (recording equip. etc.)) LACKING	
Electrical Outlets		
Lighting		
Record Keeping of Evidence Vehicles		
Total points		

*AF is in the process of moving their business. At the time of inspection, the yard was in somewhat disarray. They anticipate additional fencing security and exterior cameras should be installed and operational in two weeks. Temporary evidence hold areas include a small bldg. along with several Conex containers.

Overall Total #	94.5
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Rater/ID: J. Brittain #2125 *p*

RFP 07/2021
Towing and Storage of Vehicles
Evaluation of Criteria per RFP

Tow Yard: ANAHEIM/FULLERTON TOWING

Date: 8/26/21

SAFETY – 40%

HISTORY	(WORTH 20 POINTS)	
Accident History	YES	
OSHA History including workers compensation	?	
Motor Carrier History	YES	
DOT History		
Enforcement History (e.g., DMV safety violations, FMC violations, etc.)	↓	
US DOT 2010 Compliance, Safety, Accountability (CSA) implementation	↓	
Total points		19

DRIVER TRAINING	(WORTH 15 POINTS)	
Defensive Driving	YES	
Tow and Recovery		
Lock Out		
Drug/Alcohol		
Pre/Post Trip Inspections		
Vehicle Code/FMC Requirements		
Out of Service Criteria	↓	
Total points		15

DRIVER'S RECORDS/DMV	(WORTH 2.5 POINTS)	
Total points		2.5

SAFETY (Cont.) – 40%

OTHER EMPLOYEE TRAINING (NON-DRIVER TRAINING)	(WORTH 2.5 POINTS)	
OHSA		
Storage/Release		
Drug Alcohol		
Mechanics, Vehicle Code Regulations		
	Total points	2.5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT – 25%

NUMBER OF TOW VEHICLES (Class A-D)	(WORTH 5 POINTS)	
	Total points	5

VEHICLE MAINTENANCE RECORDS	(WORTH 4 POINTS)	
Pre/Post Trip Inspection Forms	OK	
Repair Forms	↓	
Preventive Maintenance Records		
Smog Inspections		
	Total points	4

VEHICLE (EQUIPMENT REGULATIONS)	(WORTH 5 POINTS)	
Tires	YES	
Suspension		
Engine/Exhaust	↓	
Brakes		
	Total points	5

TOW VEHICLE EQUIPMENT	(WORTH 5 POINTS)	
Signage	YES	
Tow Lights		
Tie Downs	↓	
Tow Dollies		
Fire Extinguisher		
Shovel/Broom	↓	
Etc.		
	Total points	5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT (Cont.) – 25%

LOCK-OUT TOOLS/KITS	(WORTH 3 POINTS)	
Flashlight	YES	
Slim Jim	↓	
Wedge		
J-Hook		
Misc. Items		
Total points		3

CLEANLINESS	(WORTH 3 POINTS)	
Trash/Debris in Cab	YES	
Loose Cargo/Tools/Chains	↓	
Windows (Clean – Damage Free)		
Total points		3

EXPERIENCE AND ORGANIZATION – 20%

QUALITY AND PERFORMANCE (Based on previous contracts)	(WORTH 5 POINTS)	5
COMPLETENESS OF PROPOSAL	(WORTH 2 POINTS)	2
80% OF DRIVERS HAVE PERFECT DRIVING RECORD W/7 YEARS OR LESS AS A TOW OPERATOR	(WORTH 3 POINTS)	3
QUALIFIED CLASS A DRIVERS	(WORTH 4,5 or 6 POINTS)	6
Over 50% (6 points)		
Over 40% (5 points)		
Over 30% (4 points)		
NUMBER OF YEARS IN SERVICE	(WORTH 2 or 4 POINTS)	4
Over 10 Years (4 points)		
Over 5 Years (2 points)		
Total points		

EVALUATION OF STORAGE FACILITY AND RELATED EQUIPMENT – 15%

PROXIMITY (5-Mile Radius)	(WORTH 5 POINTS)	5
EVALUATION OF STORAGE FACILITY	(WORTH 5 POINTS)	2
Security Set Up (cameras, alarms, etc.)		
Perimeter Fencing (Type, Condition, Sq. Footage)		
Can accommodate most storage at one location		
Storage Lot Appearance (clean/orderly)		
Visibility of Signage for Public (req. notices etc.)		
PHONE ANSWERING SYSTEM	(WORTH 2 POINTS)	2
EVIDENCE HOLD AREA	(WORTH 3 POINTS)	1
Square Footage Available _____		
Exceeds Min. size		
Security (recording equip. etc.)		
Electrical Outlets		
Lighting		
Record Keeping of Evidence Vehicles		
Total points		

Overall Total #	94
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Rater/ID:  1174

RFP 07/2021
Towing and Storage of Vehicles
Evaluation of Criteria per RFP

Tow Yard: PACIFIC TOWING

Date: 08/26/21

SAFETY – 40%

HISTORY	(WORTH 20 POINTS)	
Accident History	?	
OSHA History including workers compensation	?	
Motor Carrier History	OK	
DOT History	↓	
Enforcement History (e.g., DMV safety violations, FMC violations, etc.)	↓	
SUS DOT 2010 Compliance, Safety, Accountability (CSA) implementation	↓	
Total points		15

DRIVER TRAINING	(WORTH 15 POINTS)	
Defensive Driving	OK	
Tow and Recovery	↓	
Lock Out	↓	
Drug/Alcohol	↓	
Pre/Post Trip Inspections	↓	
Vehicle Code/FMC Requirements	↓	
Out of Service Criteria	↓	
Total points		15

DRIVER'S RECORDS/DMV	(WORTH 2.5 POINTS)	
Total points		2.5

SAFETY (Cont.) – 40%

OTHER EMPLOYEE TRAINING (NON-DRIVER TRAINING)	(WORTH 2.5 POINTS)	
OHSA	<i>Delivered How Book</i>	
Storage/Release		
Drug Alcohol		
Mechanics, Vehicle Code Regulations		
Total points		2.5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT – 25%

NUMBER OF TOW VEHICLES (Class A-D)	(WORTH 5 POINTS)	
<i>12 VETS</i>	Total points	4

VEHICLE MAINTENANCE RECORDS	(WORTH 4 POINTS)	
Pre/Post Trip Inspection Forms	<i>OK</i>	
Repair Forms	↓	
Preventive Maintenance Records	↓	
Smog Inspections	?	
Total points		3

VEHICLE (EQUIPMENT REGULATIONS)	(WORTH 5 POINTS)	
Tires	<i>OK</i>	
Suspension	↓	
Engine/Exhaust	↓	
Brakes	↓	
Total points		5

TOW VEHICLE EQUIPMENT	(WORTH 5 POINTS)	
Signage	<i>OK</i>	
Tow Lights	↓	
Tie Downs	↓	
Tow Dollies	↓	
Fire Extinguisher	↓	
Shovel/Broom	↓	
Etc.	↓	
Total points		5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT (Cont.) – 25%

LOCK-OUT TOOLS/KITS	(WORTH 3 POINTS)	
Flashlight	OK	
Slim Jim		
Wedge		
J-Hook		
Misc. Items		
	Total points	3

CLEANLINESS	(WORTH 3 POINTS)	
Trash/Debris in Cab		
Loose Cargo/Tools/Chains		
Windows (Clean – Damage Free)		
	Total points	3

EXPERIENCE AND ORGANIZATION – 20%

QUALITY AND PERFORMANCE (Based on previous contracts)	(WORTH 5 POINTS)	4
COMPLETENESS OF PROPOSAL	(WORTH 2 POINTS)	1
80% OF DRIVERS HAVE PERFECT DRIVING RECORD W/7 YEARS OR LESS AS A TOW OPERATOR	(WORTH 3 POINTS)	1
QUALIFIED CLASS A DRIVERS	(WORTH 4,5 or 6 POINTS)	
Over 50% (6 points)		
Over 40% (5 points)		
Over 30% (4 points)		
NUMBER OF YEARS IN SERVICE	(WORTH 2 or 4 POINTS)	4
Over 10 Years (4 points)		
Over 5 Years (2 points)		
	Total points	2

EVALUATION OF STORAGE FACILITY AND RELATED EQUIPMENT – 15%

PROXIMITY (5-Mile Radius)	(WORTH 5 POINTS)	5
EVALUATION OF STORAGE FACILITY (WORTH 5 POINTS)		
Security Set Up (cameras, alarms, etc.)	OK	2.5
Perimeter Fencing (Type, Condition, Sq. Footage)	OK	
Can accommodate most storage at one location	?	
Storage Lot Appearance (clean/orderly)		
Visibility of Signage for Public (req. notices etc.)		
PHONE ANSWERING SYSTEM	(WORTH 2 POINTS)	2
EVIDENCE HOLD AREA (WORTH 3 POINTS)		
Square Footage Available _____	OK	3
Exceeds Min. size	OK	
Security (recording equip. etc.)		
Electrical Outlets	OK	
Lighting	↓	
Record Keeping of Evidence Vehicles		
Total points		

Overall Total #	80.5
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Rater/ID: J. CONNELL # 1197

RFP 07/2021
Towing and Storage of Vehicles
Evaluation of Criteria per RFP

Tow Yard: PACIFIC TOWING

Date: 8-26-21

SAFETY – 40%

HISTORY	(WORTH 20 POINTS)	
Accident History	NOT INCLUDED	
OSHA History including workers compensation	NOT INCLUDED	
Motor Carrier History	OK	
DOT History	OK	
Enforcement History (e.g., DMV safety violations, FMC violations, etc.)	OK	
SUS DOT 2010 Compliance, Safety, Accountability (CSA) implementation	OK	
Total points		15

DRIVER TRAINING	(WORTH 15 POINTS)	
Defensive Driving	OK	
Tow and Recovery	OK	
Lock Out	OK	
Drug/Alcohol	OK	
Pre/Post Trip Inspections	OK	
Vehicle Code/FMC Requirements	OK	
Out of Service Criteria	OK	
Total points		15

DRIVER'S RECORDS/DMV	(WORTH 2.5 POINTS)	
Total points		2.5

SAFETY (Cont.) – 40%

OTHER EMPLOYEE TRAINING (NON-DRIVER TRAINING)	(WORTH 2.5 POINTS)	
OHSA		
Storage/Release	OK	
Drug Alcohol	OK	
Mechanics, Vehicle Code Regulations	OK	
	OK	
	Total points	2.5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT – 25%

NUMBER OF TOW VEHICLES (Class A-D)	(WORTH 5 POINTS)	
12 Trucks		
	Total points	4

VEHICLE MAINTENANCE RECORDS	(WORTH 4 POINTS)	
Pre/Post Trip Inspection Forms		
Repair Forms	OK	
Preventive Maintenance Records	OK	
Smog Inspections	OK	
	Missing	
	Total points	3

VEHICLE (EQUIPMENT REGULATIONS)	(WORTH 5 POINTS)	
Tires		
Suspension	OK	
Engine/Exhaust	OK	
Brakes	OK	
	OK	
	Total points	5

TOW VEHICLE EQUIPMENT	(WORTH 5 POINTS)	
Signage		
Tow Lights	OK	
Tie Downs		
Tow Dollies		
Fire Extinguisher		
Shovel/Broom		
Etc.		
	Total points	5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT (Cont.) – 25%

LOCK-OUT TOOLS/KITS	(WORTH 3 POINTS)	
Flashlight	OK ↓	
Slim Jim		
Wedge		
J-Hook		
Misc. Items		
Total points		3

CLEANLINESS	(WORTH 3 POINTS)	
Trash/Debris in Cab		
Loose Cargo/Tools/Chains		
Windows (Clean – Damage Free)		
Total points		3

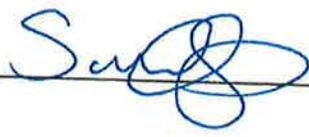
EXPERIENCE AND ORGANIZATION – 20%

QUALITY AND PERFORMANCE <small>(Based on previous contracts)</small>	(WORTH 5 POINTS)	
COMPLETENESS OF PROPOSAL	(WORTH 2 POINTS)	1
80% OF DRIVERS HAVE PERFECT DRIVING RECORD W/7 YEARS OR LESS AS A TOW OPERATOR <i>No Current Records</i>	(WORTH 3 POINTS)	1
QUALIFIED CLASS A DRIVERS	(WORTH 4,5 or 6 POINTS)	
Over 50% (6 points)		
Over 40% (5 points)		
Over 30% (4 points)		
<i>2 Drivers 100%</i>		4
NUMBER OF YEARS IN SERVICE	(WORTH 2 or 4 POINTS)	
Over 10 Years (4 points)		
Over 5 Years (2 points)		
Total points		2

EVALUATION OF STORAGE FACILITY AND RELATED EQUIPMENT – 15%

PROXIMITY (5-Mile Radius)	(WORTH 5 POINTS)	5
EVALUATION OF STORAGE FACILITY	(WORTH 5 POINTS)	2.5
Security Set Up (cameras, alarms, etc.)	OK	
Perimeter Fencing (Type, Condition, Sq. Footage)	OK	
Can accommodate most storage at one location	PROBABLY NOT	
Storage Lot Appearance (clean/orderly)	OVER CRACKED	
Visibility of Signage for Public (req. notices etc.)	OK	
PHONE ANSWERING SYSTEM	(WORTH 2 POINTS)	1
PHONE / DRIVERS (NIGHT)		
EVIDENCE HOLD AREA	(WORTH 3 POINTS)	3
Square Footage Available <u>3000+</u>	OK	
Exceeds Min. size	OK	
Security (recording equip. etc.)		
Electrical Outlets	OK	
Lighting	OK	
Record Keeping of Evidence Vehicles	OK	
Total points		

Overall Total # | 81.5

Rater/ID:  1151

RFP 07/2021
Towing and Storage of Vehicles
Evaluation of Criteria per RFP

Tow Yard: PACIFIC TOWING

Date: 8/26/21

SAFETY – 40%

HISTORY	(WORTH 20 POINTS)	
Accident History	?	
OSHA History including workers compensation	?	
Motor Carrier History	ok	
DOT History	↓	
Enforcement History (e.g., DMV safety violations, FMC violations, etc.)		
SUS DOT 2010 Compliance, Safety, Accountability (CSA) implementation		
Total points		<u>16</u>

DRIVER TRAINING	(WORTH 15 POINTS)	
Defensive Driving	ok	
Tow and Recovery	↓	
Lock Out		
Drug/Alcohol		
Pre/Post Trip Inspections		
Vehicle Code/FMC Requirements		
Out of Service Criteria		
Total points		<u>15</u>

DRIVER'S RECORDS/DMV	(WORTH 2.5 POINTS)	
Total points		<u>2.5</u>

SAFETY (Cont.) – 40%

OTHER EMPLOYEE TRAINING (NON-DRIVER TRAINING)	(WORTH 2.5 POINTS)	
OHSA		
Storage/Release		
Drug Alcohol		
Mechanics, Vehicle Code Regulations		
	Total points	2.5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT – 25%

NUMBER OF TOW VEHICLES (Class A-D)	(WORTH 5 POINTS)	
	Total points	4

VEHICLE MAINTENANCE RECORDS	(WORTH 4 POINTS)	
Pre/Post Trip Inspection Forms	OK	
Repair Forms	↓	
Preventive Maintenance Records	↓	
Smog Inspections	?	
	Total points	3

VEHICLE (EQUIPMENT REGULATIONS)	(WORTH 5 POINTS)	
Tires		
Suspension		
Engine/Exhaust		
Brakes		
	Total points	5

TOW VEHICLE EQUIPMENT	(WORTH 5 POINTS)	
Signage	YES	
Tow Lights	↓	
Tie Downs	↓	
Tow Dollies	↓	
Fire Extinguisher	↓	
Shovel/Broom	OK	
Etc.		
	Total points	5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT (Cont.) – 25%

LOCK-OUT TOOLS/KITS	(WORTH 3 POINTS)	
Flashlight	YES ↓	
Slim Jim		
Wedge		
J-Hook		
Misc. Items		
Total points		3

CLEANLINESS	(WORTH 3 POINTS)	
Trash/Debris in Cab	CLEAN ↓	
Loose Cargo/Tools/Chains		
Windows (Clean – Damage Free)		
Total points		3

EXPERIENCE AND ORGANIZATION – 20%

QUALITY AND PERFORMANCE (Based on previous contracts)	(WORTH 5 POINTS)	4
COMPLETENESS OF PROPOSAL	(WORTH 2 POINTS)	1
80% OF DRIVERS HAVE PERFECT DRIVING RECORD W/7 YEARS OR LESS AS A TOW OPERATOR	(WORTH 3 POINTS)	1
QUALIFIED CLASS A DRIVERS	(WORTH 4,5 or 6 POINTS)	4
Over 50% (6 points)		
Over 40% (5 points)		
Over 30% (4 points) *	YES	
NUMBER OF YEARS IN SERVICE	(WORTH 2 or 4 POINTS)	
Over 10 Years (4 points)		
Over 5 Years (2 points) *	YES	
Total points		2

EVALUATION OF STORAGE FACILITY AND RELATED EQUIPMENT – 15%

PROXIMITY (5-Mile Radius)	(WORTH 5 POINTS)	5
EVALUATION OF STORAGE FACILITY	(WORTH 5 POINTS)	2
Security Set Up (cameras, alarms, etc.)	YES	
Perimeter Fencing (Type, Condition, Sq. Footage)	OK	
Can accommodate most storage at one location	SMALL TIGHT	
Storage Lot Appearance (clean/orderly)	SMALL	
Visibility of Signage for Public (req. notices etc.)	OK	
PHONE ANSWERING SYSTEM	(WORTH 2 POINTS)	1
EVIDENCE HOLD AREA	(WORTH 3 POINTS)	3
Square Footage Available _____	YES	
Exceeds Min. size	↓	
Security (recording equip. etc.)		
Electrical Outlets		
Lighting		
Record Keeping of Evidence Vehicles		
Total points		

Overall Total #	82
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Rater/ID:  #1174

RFP 07/2021
Towing and Storage of Vehicles
Evaluation of Criteria per RFP

Tow Yard: PACIFIC TOWING

Date: 8/26/2021

SAFETY – 40%

*Notes:
RFP and
CHP Insp
docs

HISTORY	(WORTH 20 POINTS)	
Accident History	?	
OSHA History including workers compensation	?	
Motor Carrier History	ok	
DOT History	ok	
Enforcement History (e.g., DMV safety violations, FMC violations, etc.)	ok	
SUS DOT 2010 Compliance, Safety, Accountability (CSA) implementation	ok	
Total points		15

*Notes:
RFP and
Driver
Hand
book

DRIVER TRAINING	(WORTH 15 POINTS)	
Defensive Driving	ok	
Tow and Recovery	ok	
Lock Out	ok	
Drug/Alcohol	ok	
Pre/Post Trip Inspections	ok	
Vehicle Code/FMC Requirements	ok	
Out of Service Criteria	ok	
Total points		15

DRIVER'S RECORDS/DMV	(WORTH 2.5 POINTS)	
Total points		2.5

*Notes: supplied all DMV reports in RFP

SAFETY (Cont.) – 40%

Notes:
RFP/driver
handbook

OTHER EMPLOYEE TRAINING (NON-DRIVER TRAINING)	(WORTH 2.5 POINTS)	
OHSA		
Storage/Release		
Drug Alcohol		
Mechanics, Vehicle Code Regulations		
	Total points	2.5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT – 25%

Notes:
12 Vehicles

NUMBER OF TOW VEHICLES (Class A-D)	(WORTH 5 POINTS)	
	Total points	4

Notes:
Exhibit M
& p-12

VEHICLE MAINTENANCE RECORDS	(WORTH 4 POINTS)	
Pre/Post Trip Inspection Forms	ok	
Repair Forms	ok	
Preventive Maintenance Records	ok	
Smog Inspections	?	
	Total points	3

Notes:
CHP Insp
docs

VEHICLE (EQUIPMENT REGULATIONS)	(WORTH 5 POINTS)	
Tires	ok	
Suspension	ok	
Engine/Exhaust	ok	
Brakes	ok	
	Total points	5

Notes:
CHP Insp
docs

TOW VEHICLE EQUIPMENT	(WORTH 5 POINTS)	
Signage	ok	
Tow Lights	ok	
Tie Downs	ok	
Tow Dollies	ok	
Fire Extinguisher	ok	
Shovel/Broom	ok	
Etc.	ok	
	Total points	5

TOW TRUCKS AND TOW RESPONSIVE EQUIPMENT (Cont.) – 25%

Notes:
CHP Insp
docs

LOCK-OUT TOOLS/KITS	(WORTH 3 POINTS)	
Flashlight	ok	
Slim Jim	ok	
Wedge	ok	
J-Hook	ok	
Misc. Items	ok	
	Total points	3

Visual

CLEANLINESS	(WORTH 3 POINTS)	
Trash/Debris in Cab		
Loose Cargo/Tools/Chains		
Windows (Clean – Damage Free)		
	Total points	3

EXPERIENCE AND ORGANIZATION – 20%

QUALITY AND PERFORMANCE (Based on previous contracts)	(WORTH 5 POINTS)	4
COMPLETENESS OF PROPOSAL <i>*Page numbering/typos/outdated driver list</i>	(WORTH 2 POINTS)	1
80% OF DRIVERS HAVE PERFECT DRIVING RECORD W/7 YEARS OR LESS AS A TOW OPERATOR <i>*see email-did not have current dmv records</i>	(WORTH 3 POINTS)	1
QUALIFIED CLASS A DRIVERS	(WORTH 4,5 or 6 POINTS)	
Over 50% (6 points)		
Over 40% (5 points)		
Over 30% (4 points)		
<i>*Personnel list shows (2) or 18%</i>		4
NUMBER OF YEARS IN SERVICE	(WORTH 2 or 4 POINTS)	
Over 10 Years (4 points)		
Over 5 Years (2 points)		
<i>*Page 1 rfp states 6 yrs. p-3 states 4 yrs., p-7 states 4 years</i>	Total points	2

EVALUATION OF STORAGE FACILITY AND RELATED EQUIPMENT – 15%

PROXIMITY (5-Mile Radius)	(WORTH 5 POINTS)	5
EVALUATION OF STORAGE FACILITY	(WORTH 5 POINTS)	2.5
Security Set Up (cameras, alarms, etc.)	ok	
Perimeter Fencing (Type, Condition, Sq. Footage)	ok	
Can accommodate most storage at one location	questionable	
Storage Lot Appearance (clean/orderly)	disorganized	
Visibility of Signage for Public (req. notices etc.)	ok	
PHONE ANSWERING SYSTEM	(WORTH 2 POINTS)	
*Standard smart phone used as dispatch		1
EVIDENCE HOLD AREA	(WORTH 3 POINTS)	3
Square Footage Available: 3,000 sq ft +	ok	
Exceeds Min. size	ok	
Security (recording equip. etc.)		
Electrical Outlets	ok	
Lighting	ok	
Record Keeping of Evidence Vehicles	ok	
	Total points	

**Secondary lot Fencing OK. Lighting limited. Lot established Feb 2021 since that time they have had approx. 3 break-in/vehicle tampering (cut chain-link fencing) including the loss of catalytic converters. No cameras with limited security patrols.*

Overall Total #	81.5
------------------------	-------------

Rater/ID: J. Brittain #2125





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: OCTOBER 5, 2021

SUBJECT: **PRESENTATION AND DISCUSSION REGARDING THE 2021 UPDATE TO THE HOUSING ELEMENT OF THE GENERAL PLAN (CONTINUED FROM SEPTEMBER 21, 2021)**

FISCAL
IMPACT: None

SUMMARY:

The City of Placentia General Plan was comprehensively updated in October 2019, with the exception of the Housing Element which was adopted in 2014. State planning law mandates that jurisdictions review and update their Housing Elements every eight (8) years in order to remain relevant and useful, and to reflect the community's changing housing needs. The 2014 Housing Element is known as the "Fifth Cycle" Housing Element, and the 2021 Housing Element will be the "Sixth Cycle" Housing Element. The Fifth Cycle Housing Element covers the planning period from October 2013 to October 2021, and the Sixth Cycle Housing Element will cover the planning period from October 2021 to October 2029.

RECOMMENDATION:

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

1. That the City Council receive the attached presentation regarding the ongoing 2021 update to the Housing Element of the General Plan. The intent of the presentation is to brief the City Council regarding the timeline and actions that will be required to update the Housing Element of the General Plan in conformance with State law; and
2. Receive and File the staff report and presentation materials.

DISCUSSION:

The Housing Element identifies the City's existing housing needs and conditions, then establishes goals, objectives, and policies that form the basis of the City's vision and strategy for enhancing

1. k.
Oct. 5, 2021

and preserving the community's character and expanding housing opportunities for all Placentia's community members. The element also contains in-depth analysis and evaluation of the City's population, economics, household size, housing stock, housing programs, and regulations.

State Law establishes that each city accommodates its fair share of affordable housing as an approach to distributing housing needs throughout the state. State Housing Element law also recognizes that in order for the private sector to address housing needs and demand, local governments must adopt land-use plans and implement regulations that provide opportunities for, and do not unduly constrain, a housing development by the private sector. State housing laws regarding Housing Elements are found in the California Government Code Sections 65580-65589. The housing element is required to be updated every eight (8) years. It is also subject to detailed statutory requirements and mandatory review and approval by the State Department of Housing and Community Development (HCD).

It is anticipated that the City's Housing Element consultant, John Douglas, will be at the meeting of September 21, 2021 to help present the attached informational PowerPoint for the benefit of the City Council. This is also an opportunity for the City Council to ask any questions related to the Sixth Cycle Housing Element update.

Prepared by:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Presentation – Housing Element PowerPoint



PLACENTIA
Rich Heritage, Bright Future

City of Placentia

2021 Housing Element Update

City Council
October 5, 2021

Agenda

- Introduction of Consultant
- Purpose of Public Workshops/Meetings
 - ✓ Housing Element 101
 - ✓ Stakeholder input – issues, needs & strategies
- Process & schedule

Placentia General Plan (2019)

- Land Use
- Mobility
- Conservation
- Open Space & Recreation
- Safety
- Noise
- Economic Development
- Health, Wellness & Environmental Justice
- Sustainability
- **Housing (2014)**

General Plan consistency

- Housing Element has been a required part of the General Plan since 1969
- Extensive State requirements
- Housing Element updates required every 8 years
 - ✓ 2021-2029 update (“6th cycle”)

Guiding Principles

- Maintain & improve existing housing
- Accommodate future housing needs to 2029
- Variety of housing for all economic segments
- Persons with special needs
- Minimize constraints to housing
- Fair housing
- Public participation

What is Affordable Housing?

Income Category (% of median income)	Income Limits	Affordable Rent	Affordable Price (est.)
Extremely Low (<30%)	\$40,350	\$1,009	---
Very Low (31-50%)	\$67,250	\$1,681	---
Low (51-80%)	\$107,550	\$2,689	---
Moderate (81-120%)	\$128,050	\$3,201	\$500,000
Above Mod (>120%)	> \$128,050	> \$3,201	>\$500,000

Assumptions:

Based on a family of 4 and 2021 State income limits

30% of gross income for rent or PITI

10% down payment, 3.75% interest, 1.25% taxes & insurance, \$300 HOA dues

Key Requirements

Housing regulations consistent with State law

- ✓ *Persons with special needs*

Regional Housing Needs Assessment (RHNA)

- ✓ *Adequate sites to accommodate assigned need*

Affirmatively Furthering Fair Housing (AB 686)

- ✓ *Outreach*
- ✓ *Fair housing assessment*
- ✓ *Sites analysis & access to opportunity*
- ✓ *Policies to address issues and promote fair housing*

Housing for persons with special needs

Special Needs Groups

Elderly
Persons with disabilities
Large families (5+)
Homeless
Female headed households
Farmworkers
Extremely low income

Housing Types

Accessible housing
Residential care facilities
Transitional housing
Supportive housing
Emergency shelters
Low barrier navigation centers
Affordable workforce housing
Employee housing
Accessory dwelling units (ADUs)

- Mandated by State law since 1980
- Total housing need assigned to each region by HCD
- RHNA Plan prepared by SCAG
- Each city & county assigned a share of total need based on projected growth, existing need & access to jobs & transit
- RHNA allocation distributed among 4 income categories

RHNA requirements in State law

- **Planning**
 - ✓ City must ensure that plans and development regulations can accommodate the RHNA allocation in all income categories
 - ✓ Housing Element must identify “adequate sites”
- **Production**
 - ✓ Housing Element certification not contingent on achieving the RHNA allocation
 - ✓ If housing production falls short of the RHNA allocation, streamlined permit processing required for some projects

6th Planning Cycle (2021-2029)

SCAG region:	1,341,827 units
Orange County:	183,861 units
Placentia:	4,374 units

Placentia (2021-2029)

<u>Income Category</u>	<u>Units</u>
Very low	1,231
Low	680
Moderate	770
<u>Above mod</u>	<u>1,693</u>
Total	4,374

RHNA Summary

- Planning target, not a construction quota
- Sites inventory must accommodate the RHNA
- Lower-income need can be accommodated through:
 - ✓ Multi-family residential zoning (30+ units/acre)
 - ✓ Mixed-use or “overlay” zoning (30+ units/acre)
 - ✓ Accessory dwelling units (ADUs)
- Listing a site in the Housing Element does not impose any development requirement on the property owner
- If sites inventory does not accommodate the RHNA, rezoning is required

Sites Inventory

- ✓ TOD Zone along Crowther Avenue: between SR57 and Kraemer Blvd. (200-500 additional units beyond what has been entitled to date)
- ✓ Old Town Placentia Zone: Historic Downtown Placentia (up to 525 additional units)
- ✓ South of Orangethorpe Avenue, east of Jefferson Street: (up to 500 additional units)
- ✓ Vacant land near Alta Vista Street/Rose Drive: (100-150 units)
- ✓ Citywide: Infill on small parcels, ADUs, etc.

Next Steps

Date	Milestone
Spring/ Summer 2021	<ul style="list-style-type: none"> -Research & analysis -Public outreach -Planning Commission Informational Study Session 1 - <u>June 8</u> -Community Workshop 1- <u>August 24</u> -Prepare Draft Housing Element (ongoing) -Planning Commission Study Session 2 + Q&A - <u>September 14</u> -Community Workshop 2- <u>September 16</u> -City Council Informational Presentation - <u>September 21</u> (input received and continued to <u>October 5</u> - on Consent Calendar to Receive and File) -Public review (ongoing)
Fall 2021	<ul style="list-style-type: none"> -Planning Commission review of Draft Housing Element - <u>October 12</u> (tentative) -City Council review of Draft Housing Element - <u>October 19</u> (tentative) -HCD review & consultation -Prepare Revised Draft Housing Element -Public review -Planning Commission hearing & recommendation to City Council -City Council hearing & adoption -HCD review & certification
2021- 2029	<ul style="list-style-type: none"> -Housing Element implementation & monitoring

For more information:

<https://placentia.org/943/2021-2029-Housing-Element-Update>

Questions & comments?

DSD@placentia.org

(714) 993-8124



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

VIA: POLICE CAPTAIN

DATE: OCTOBER 5, 2021

SUBJECT: **ADOPT RESOLUTION DECLARING SUPPORT FOR THE ESTABLISHMENT OF THE ORANGE COUNTY VETERANS CEMETERY IN THE CITY OF ANAHEIM**

FISCAL
IMPACT: None

SUMMARY:

By population, Orange County is the sixth largest county in the United States and is the largest county in the State without a veterans cemetery. It is home to over 130,000 veterans. In Southern California, the closest veterans cemeteries with burial spaces still available are in San Diego and Riverside Counties. The legislative pursuit of a veterans cemetery in Orange County began with the January 2014 introduction and later passing of State Assembly Bill 1453. The California Department of Veterans Affairs was directed to work with Orange County governmental agencies to plan and develop a Southern California veterans cemetery. At that time, two (2) cities were under consideration for a State operated veterans cemetery in Orange County: Anaheim and Irvine.

Recently, a large bipartisan consensus has been reached over building a veterans cemetery at the Anaheim Hills location. Supporters include the American Gold Star Mothers, the Orange County Veterans Memorial Park Foundation, and many other local veteran service organizations.

On July 28, 2021, the Orange County Board of Supervisors passed item S40A, allocating \$20 million from the County's General Fund towards a veterans cemetery on a 280-acre parcel in Anaheim Hills off the Gypsum Canyon exit at the 91 freeway. On September 13, 2021 the Placentia Veterans Advisory Committee agreed unanimously to support the establishment of the Orange County Veterans Cemetery in the City of Anaheim and recommends the adoption of this resolution by the Placentia City Council.

It is recommended that the Placentia City Council adopt this resolution in support of a veterans cemetery in the City of Anaheim. This action will support bringing to fruition a final resting place for the brave men and women who have served our country. By supporting this measure, the City of Placentia will proudly support a final resting place for our Orange County Veterans.

1. I.
Oct. 5, 2021

RECOMMENDATION:

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

Adopt Resolution No. R-2021-59, a Resolution of the City Council of the City of Placentia, California, supporting the Orange County Veterans Cemetery in Anaheim Hills, and Encouraging Federal, State, and Local Government Support for this much needed development.

DISCUSSION:

By population, Orange County is the sixth largest county in the United States and is the largest county in the State without a veterans cemetery. It is home to over 130,000 veterans. In Southern California, the closest veterans cemeteries with burial spaces still available are in San Diego and Riverside Counties. The legislative pursuit of a veterans cemetery in Orange County began with the January 2014 introduction and later passing of State Assembly Bill 1453. The California Department of Veterans Affairs was directed to work with Orange County governmental agencies to plan and develop a Southern California veterans cemetery. At that time, two (2) cities were under consideration for a State operated veterans cemetery in Orange County: Anaheim and Irvine.

In 2018-2019, the Orange County Grand Jury investigated the historical background, issues and various factors that affect the timeliness, location, and sustainability for a State Veterans Administration Cemetery in Orange County. A key finding of the research and interviews is that there is consensus and overwhelming support for a veterans cemetery in Orange County. The Orange County Grand Jury identified four (4) potential sites, including the Gypsum Canyon site located in the City of Anaheim near the southeast intersection of the California State Route 91 and California State Route 241 (toll road). This site was donated to the County of Orange by a local landowner and developer.

Recently, a large bipartisan consensus has been reached over building a veterans cemetery at the Anaheim Hills location. Supporters include the American Gold Star Mothers, the Orange County Veterans Memorial Park Foundation, and many other local veteran service organizations.

On July 28, 2021, the Orange County Board of Supervisors passed item S40A, allocating \$20 million from the County's General Fund towards a veterans cemetery on a 280-acre parcel in Anaheim Hills off the Gypsum Canyon exit at the 91 freeway.

On September 13, 2021 the Placentia Veterans Advisory Committee agreed unanimously to support the establishment of the Orange County Veterans Cemetery in the City of Anaheim and recommends the adoption of this resolution by the Placentia City Council.

FISCAL IMPACT:

The City will not incur any costs associated with this action.

Prepared by:



Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:



Michael Butts
Police Captain

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution No. R-2021-59 – In Support of OC Veterans Cemetery

RESOLUTION NO. R-2021-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, SUPPORTING THE ORANGE COUNTY VETERANS CEMETERY IN ANAHEIM HILLS, AND ENCOURAGING FEDERAL, STATE, AND LOCAL GOVERNMENT SUPPORT FOR THIS MUCH NEEDED DEVELOPMENT

A. Recitals.

(i) The City of Placentia has a rich history of supporting the United States Armed Forces, through its partnerships and close working relationships with the Placentia Veterans Advisory Committee and the newly developed Placentia Veterans Village; and

(ii) The City of Placentia is committed to honoring the memories of those members of the Armed Forces that have passed away; and

(iii) An essential part of that commitment is supporting the development of a Veterans Cemetery within Orange County so that the brave men and women who have served our country have a final resting place in Orange County; and

(iii) The County of Orange has recently allocated over 200 acres of county-owned land located at Gypsum Canyon in Anaheim Hills for this purpose; and

(iv) The development of an Orange County Veterans Cemetery at the Anaheim Hills site would ultimately fulfill the promise made to Orange County Veterans many years ago; and

(v) On July 27, 2021, the Orange County Board of Supervisors unanimously approved allocating \$20 million exclusively for the site development of the Veterans portion of the Mountain Park Cemetery location in Anaheim; and

(vi) To honor and respect the men and women who served our country and who deserve the right to be buried in Orange County, we ask federal, state, and local governments to closely consider this proposed development as a benefit, not only to Orange County, but to the region as well.

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 City Council does hereby support the planning and development of the Orange County Veterans Cemetery on 200 acres of county-owned land located at Gypsum Canyon near the intersection of the 91 freeway and 241 toll road in Anaheim Hills.

3. This Resolution shall take effect from and after its date of adoption.

PASSED and ADOPTED this 5th day of October 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, ROBERT MCKINNELL, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 5th day of October 2021, 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: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: OCTOBER 5, 2021

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT FOR THE CIVIC CENTER PERGOLA REPLACEMENT PROJECT**

FISCAL
IMPACT:

EXPENSE: \$	144,300.00	CONSTRUCTION CONTRACT AMOUNT
BUDGET: \$	150,000.00	TOTAL PROJECT BUDGET (FY 2021-22 CIP BUDGET)
	\$ 60,028.80	PLACENTIA LIBRARY DISTRICT SHARE
	\$ 84,271.20	GENERAL FUND (105206-6850)

SUMMARY:

The scope of work for the Civic Center Pergola Replacement Project ("Project") entails the removal and replacement of all the wood elements of the existing pergola at the Placentia Civic Center. The pergola structure is original construction from 1974 and much of the existing wood structure needs to be replaced due to extensive dry rot and termite damage. The steel structure and concrete footings are in good condition. The City received four (4) bids from contractors for the Project with the low bid submitted by Noble E&C, Inc. ("Noble"). Based upon the bid received from Noble and their references, Staff recommends awarding a construction contract to Noble for this Project. This is a shared project with the Placentia Library District ("District") pursuant to the City's and District's Civic Center Joint Use Agreement.

RECOMMENDATION:

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

1. Approve a Public Works Agreement with Noble E&C Inc. for the Civic Center Pergola Replacement Project in the amount of \$144,300; and
2. Authorize the City Administrator to approve contract change orders up to an additional \$5,700; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1. m.
Oct. 5, 2021

DISCUSSION:

The existing wood pergola at the Placentia Civic Center is in poor condition and requires replacement. The scope of this Project entails the removal and replacement of all the wood elements comprising the pergola structure in the center of the Civic Center. The work will consist of demolishing the existing wood trellis structure and all wood beams including the lattice. The new trellis and beams will not be painted but will be coated with two coats of water sealer instead to further extend the useful service life of the new structure and reduced future maintenance needs. Lastly, new LED lights will be installed within the lattice. The existing steel inner structure and concrete footings are in good condition and do not require maintenance or repairs. On September 9, 2021, the City received four (4) bids from contractors to construct the Project. The following table provides the bid amounts received from each contractor:

Contractor	Bid Amount
Noble E&C, Inc.	\$144,300
MTL Construction Services	\$169,920
GreenCal Construction	\$195,000
Harbor Coating & Restoration	\$243,730

The low bid received for the Project was submitted by Noble. Staff reviewed and analyzed Noble’s bid and found it to be responsive and valid. Noble has completed similar projects for other public agencies who provided references and confirmed Noble performed well on those projects. In addition, the City hired Noble to construct the Fire Station 2 Locker Room Improvement Project and their performance on that project met Staff’s expectations. Based upon Noble’s experience and references, Staff recommends awarding a contract to Noble for the Civic Center Pergola Replacement Project.

FISCAL IMPACT:

A total of \$150,000 has been budgeted in the FY 2021 – 22 Capital Improvement Program Budget for the Civic Center Pergola Replacement Project. This will be a joint project with the Placentia Library District pursuant to the City’s and District’s Civic Center Joint Use Agreement. The City’s share of the project cost amounts to \$84,271.20, which is 58.4% of the total; the District’s cost share amounts to \$60,028.80, which is 41.6% of the remaining project cost. The following table summarizes the costs associated with the award of this contract:

Construction Contract Amount	\$144,300
Construction Contingency	\$ 5,700
Total Project Cost	\$150,000

Prepared by:



Joel Cardenas
Public Works Superintendent

Reviewed and approved:



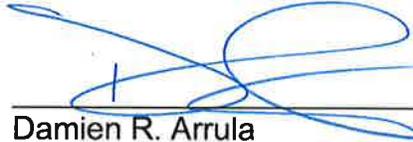
Jessica Brown
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Agreement with Noble E&C, Inc.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
NOBLE E&C, INC.**

THIS AGREEMENT (herein "Agreement") is made and entered into this 5th day of October, 2021 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and NOBLE E&C, INC. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of the Placentia Civic Center Trellis Replacement Project 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 Noble E&C, Inc a (California corporation, partnership, individual) located at 21643 Birch Hill Dr, Diamond Bar, CA 91765.
- (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 ten percent (10%) 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 ten percent (10%) of the Contract Sum 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 One Hundred Forty-Four Thousand and Three Hundred Dollars (\$144,300) (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 October 5, 2022, 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:

Hyun Joo Oh, President
21643 Birch Hill Dr,
Diamond Bar, CA 91765

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 doing 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; and the Placentia Library District and their officers, agents and employees 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; and the Placentia Library District and their 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; and the Placentia Library District and their officers, agents and 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; and the Placentia Library District and their officers, agents and 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; and the Placentia Library District and their officers, agents and employees any and all costs and expenses incurred by the City and/or the Placentia Library District , 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 and the Placentia Library District.
- (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 and the Placentia Library District for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City and the Placentia Library District.

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.: Joel Cardenas, Public Works Superintendent

To Contractor:
Noble E&C Inc.
21643 Birch Hill Drive
Diamond Bar, CA 91765
Attn.: Joo Kim, Principal

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

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

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

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

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

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

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

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

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

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

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

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

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

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

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

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to

the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

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, Deputy City
Administrator

Date: _____

APPROVED AS TO CONTENT:

Joel Cardenas, Public Works Superintendent

Date: _____

Project No. 5206

DEPARTMENTAL APPROVAL:

Luis Estevez, 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 _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes ___ No ___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

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: _____ ("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)

**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 _____, 21____ ("Agreement") whereby Principal agreed to provide construction services including _____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars (\$ _____) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)

(Seal)

Project No. 5206

SURETY

By _____

ADDRESS

APPROVED:

CITY ATTORNEY

PRINCIPAL

By X _____

X _____

ADDRESS

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.

NOTICE INVITING SEALED BIDS

1. NOTICE IS HEREBY GIVEN that the City of Placentia, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package.

“Placentia Civic Center Courtyard Trellis Replacement Project”

2. Obtaining Bid Documents: A copy of the Bid Package Bid and Contract Specifications will be available on CIPList.com. The Bid and Contract Specifications for this maintenance contract are available to download at no cost from CIPList.com. All bidders shall register with CIPList.com to retrieve plans, specifications, addendums, bidders' list, etc. It is the responsibility of each prospective bidder to check the City's website at <http://placentia.org/bids.aspx> and CIPList.com daily through the close of bids for any applicable addendums or updates. Bids will not be accepted unless the bidder is placed on the CIPList Plan Holder List.

3. Bid Opening September 9, 2021 at 3:00 P.M. Sealed bids will be received at all times during normal business hours prior to the Bid Opening, at Office of the City Clerk. No bids will be accepted after this date and time. The bidder shall have the sole responsibility for its timely submittal. Bids will be publicly opened at the Bid Opening time stated, at Placentia City Hall, located at 401 East Chapman Avenue, Placentia, California 92870, in the Office of the City Clerk (Administrative Conference Room), or as otherwise posted or declared. The **outside** of the sealed envelope of each bid submitted shall be clearly marked:

“Placentia Civic Center Courtyard Trellis Replacement Project”

DO NOT OPEN WITH REGULAR MAIL

4. Contractor's License: In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License A or B**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his/her subcontractors will be required to possess business licenses from the AGENCY.

5. Prevailing Wages: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code section 1771.1(a). In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1." These documents can be reviewed in the office of the City Clerk or may be obtained from the State DIR. This project is subject to compliance monitoring and

enforcement by the DIR. Registration can be accomplished by using the following link:
<http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

6. Retention: In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

7. Business License Certificate: The successful bidder must obtain a City of Placentia Business License Certificate, if it does not already hold a current one.

8. Contact Person: Questions regarding this Notice Inviting Bids shall be directed to: Joel Cardenas, Public Works Superintendent at jcardenas@placentia.org or (714) 993-8134.

AGENCY AND CONTRACTOR ARE BOUND BY THOSE PROCEDURES SET FOR IN THE PLACENTIA CITY CHARTER FOR THE LETTING OF PUBLIC WORKS CONSTRUCTION CONTRACTS AND APPLICABLE LAW.

THE AGENCY RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID AND TO TAKE ALL BIDS UNDER ADVISEMENT FOR A MAXIMUM PERIOD OF 90 DAYS. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. NO BID SHALL BE CONSIDERED UNLESS IT IS PREPARED ON THE APPROVED PROPOSAL FORMS IN CONFORMANCE WITH THE INSTRUCTIONS TO BIDDERS.

GENERAL PROVISIONS AND CONTRACT SCOPE OF WORK

The contract scope of work for this project entails the wood to be replaced on the trellis in front of City Hall and the Library. City hall is located at:

- 401 E. Chapman Ave, Placentia, Ca

The cost provided by the contractor shall be based on a lump sum, complete in-place cost as noted in the bid schedule. Contractor shall provide all materials and labor necessary to construct and replace all of the existing trellis.

- Demolish and dispose of existing wood trellis structure at City Hall Courtyard, including all wood beams and lattice, the steel structure and columns to remain in place.
- Prep and finish new wood trellis structure with wood / water sealer, two coats. Product specification sheets & finish samples to be provided for approval. All wood members to be sealed on the ground before installation and touched up after the trellis is installed.
- Disconnect and safe off all electrical and lighting at existing wood trellis structure as needed to replace wood at trellis. Reconnect and reinstall existing electrical runs (conduit, electrical boxes, outlets, wiring) and existing light fixtures after new wood structure is built. The price excludes the supply and installation of new conduit, wiring, electrical boxes, outlets, and light fixtures.
- Fabricate and install new trellis structure to match existing timbers (Douglas Fir Re-sawn lumber, non-pressure treated), including 4x16, 4x10 and 3x10 beams and 2x6 lattice. Beams & lattice to have corbel cut ends to match existing structure. Delineation markers will be set in order to provide for an alternate path of travel during the construction process.

The contractor shall have a total of 60 working days from the issuance of the Notice to Proceed to complete the project or liquidated damages in the amount of \$500 per day shall be applied until the project is completed.



**CITY OF PLACENTIA
CALIFORNIA**

OFFICIAL NOTICE

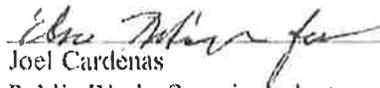
**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR**

**PLACENTIA CIVIC CENTER COURTYARD
TRELLIS REPLACEMENT PROJECT**

ADDENDUM NO. 1

The following changes to the Contract Documents for the above project shall be incorporated into the Contract and Specifications as part of this maintenance contract.

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents.


Joel Cardenas
Public Works Superintendent

Date: 09/07/2021



CITY OF PLACENTIA

NOTICE INVITING SEALED BIDS FOR

PLACENTIA CIVIC CENTER COURTYARD TRELLIS REPLACEMENT PROJECT

SUBJECT: Addendum No. 1

DATE: September 7, 2021

ADDENDUM ACKNOWLEDGMENT:

Firm Name:

Noble E&C Inc

Authorized Signature:

[Handwritten Signature]

Date:

9/16/2021

Acknowledgment of Receipt of Addendum No. 1 is required by signing.

Date: September 7, 2021

Subject: ADDENDUM NO. 1 - PLACENTIA CIVIC CENTER COURTYARD
TRELLIS REPLACEMENT PROJECT

This Addendum forms a part of the contract documents and specifications for the abovementioned contract services and modifies the original bid specifications, as indicated below. Portions of the bid specifications not specifically mentioned in this Addendum remain in force. Please take note of the items listed below which will have to be used in the preparation of your bid for this project. The following clarifications/changes are hereby issued:

CLARIFICATIONS:

1. Bid Opening Date has changed - The new bid opening date is: Thursday, September 16, 2021, at 3:00 PM.

2. The incorrect sample Public Works Agreement that did not outline the required bond requirements was attached to the original bid specifications for this project. Please see attached correct contract template for this project. The City will require a Performance Bond and Labor and Material Payment Bond from the successful bidder prior to an award of contract for the project.

All other RFP provisions remain the same. Please sign the following page acknowledging receipt of Addendum No. 1 and include it with your proposal prior to submission. Thank you for your interest in this request for proposal.

If you have additional questions regarding Addendum No.1, please contact Joel Cardenas at jcardenas@placentia.org or (714) 993-8134.

Sincerely,

Joel Cardenas
Public Works Superintendent

Attachments:

1. Addendum Acknowledgement for Addendum No.1
2. City of Placentia Contract Template for Public Works Agreements w/Bond Requirements

Capitol Indemnity Corporation
1600 Aspen Commons, Middleton, WI 53562

BID BOND

Bond Number 60127485B

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Noble E&C, Inc. (hereinafter called the "Principal"), as Principal, and the Capitol Indemnity Corporation of Madison, Wisconsin a corporation duly organized under the laws of the State of Wisconsin (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Placentia (hereinafter called the "Obligee"), in the sum of Two Hundred Thousand & 00/100 (\$200,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Civic Center Courtyard Trellis Replacement.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of September, 2021.

This bond automatically expires ninety (90) days from the original bid date.

Noble E&C, Inc.
(Print Name of Principal) (Seal)

[Handwritten Signature]
(Witness)

[Handwritten Signature]
(Signature of Officer of the Principal)

Hyun J Oh
(Print Name of Officer of the Principal and Title)

Capitol Indemnity Corporation

[Handwritten Signature]
(Witness)

Lark M. Covell
(Signature of Attorney-in-Fact) (Seal)

Lark M. Covell, Attorney-in-Fact
(Print Name of Attorney-in-Fact and title)



STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 08590

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,
Capitol Indemnity Corporation

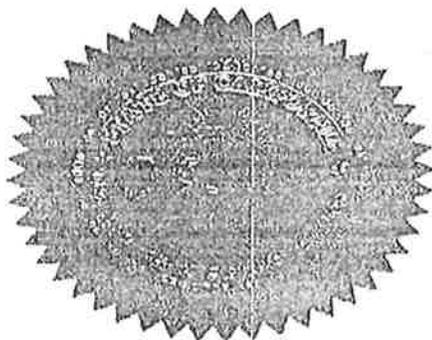
of Wisconsin, organized under the
laws of Wisconsin, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability,
Boiler and Machinery, Burglary, Sprinkler, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 24th
day of September, 2008, I have hereunto
set my hand and caused my official seal to be affixed this
24th day of September, 2008.



By 
Steve Poizner
Insurance Commissioner
Susan J. Stapp
for Jim Richardson, ~~Director~~
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

60127487

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

LARK M. COVELL

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 8th day of January, 2007:

RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked for cause, or without cause, by any of said officers, at any time.

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner, Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undesignated and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE }

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE }

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate. **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 14th day of SEPTEMBER, 2021.



Antonio Celi

Antonio Celi
General Counsel, Vice President & Secretary

**Placentia Civic Center Courtyard Trellis Replacement Project
BID SCHEDULE**

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	Trellis Replacement Project	1	LS	\$ 144,300

BID SCHEDULE - TOTAL PRICE: \$ 144,300

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: One Hundred Forty Four Thousand and Three Hundred Dollars

EXHIBIT A

SCOPE OF SERVICES

The contract scope of work for this project entails the wood to be replaced on the trellis in front of City Hall and the Library. City hall is located at:

- 401 E. Chapman Ave, Placentia, Ca

The cost provided by the contractor shall be based on a lump sum, complete in-place cost as noted in the bid schedule. Contractor shall provide all materials and labor necessary to construct and replace all of the existing trellis.

- Demolish and dispose of existing wood trellis structure at City Hall Courtyard, including all wood beams and lattice, the steel structure and columns to remain in place.
- Prep and finish new wood trellis structure with wood / water sealer, two coats. Product specification sheets & finish samples to be provided for approval. All wood members to be sealed on the ground before installation and touched up after the trellis is installed.
- Disconnect and safe off all electrical and lighting at existing wood trellis structure as needed to replace wood at trellis. Reconnect and reinstall existing electrical runs (conduit, electrical boxes, outlets, wiring) and existing light fixtures after new wood structure is built. The price excludes the supply and installation of new conduit, wiring, electrical boxes, outlets, and light fixtures.
- Fabricate and install new trellis structure to match existing timbers (Douglas Fir Resawn lumber, non-pressure treated), including 4x16, 4x10 and 3x10 beams and 2x6 lattice. Beams & lattice to have corbel cut ends to match existing structure. Delineation markers will be set in order to provide for an alternate path of travel during the construction process.

The contractor shall have a total of 60 working days from the issuance of the Notice to Proceed to complete the project or liquidated damages in the amount of \$500 per day shall be applied until the project is completed.

EXHIBIT B

SCHEDULE OF PERFORMANCE

The contractor agrees to perform the work therein to the satisfaction of and under the supervision of the Project Manager assigned to this project for the City of Placentia, and to enter into a contract at the following prices. The contractor agrees to complete the work within 60 working days, starting from the date of the Notice to Proceed issued by the Project Manager for the City of Placentia.

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 and the PLACENTIA LIBRARY DISTRICT.
- 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 and the Placentia Library District.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY and the PLACENTIA LIBRARY DISTRICT shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY and the PLACENTIA LIBRARY DISTRICT 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; and the Placentia Library District and their officers, agents and employees 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 and the PLACENTIA LIBRARY DISTRICT 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 and the Placentia Library District.
- CITY and the PLACENTIA LIBRARY DISTRICT 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:
Placentia Civic Center Trellis Replacement Project
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia and the Placentia Library District
- 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. 5206

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2021

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

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

PRODUCER CAL-KOR Insurance Services 3200 Wilshire Blvd Ste 1700 - South Tower Los Angeles CA 90010	CONTACT NAME: Christopher Chong PHONE (A/C, No, Ext): (213) 387-5000 FAX (A/C, No): (213) 388-8595 E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Evanston Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: SCIF</td> <td>35076</td> </tr> <tr> <td>INSURER C: Scottsdale Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Infinity Select Insurance Company</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company		INSURER B: SCIF	35076	INSURER C: Scottsdale Insurance Company		INSURER D: Infinity Select Insurance Company		INSURER E:		INSURER F:
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INSURER B: SCIF	35076													
INSURER C: Scottsdale Insurance Company														
INSURER D: Infinity Select Insurance Company														
INSURER E:														
INSURER F:														
INSURED Noble E&C, Inc. 21643 Birch Hill Dr. Diamond Bar CA 90621														

COVERAGES CERTIFICATE NUMBER: CL198842345 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3AA430278	10/18/2020	10/18/2021	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
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			504-61016-1116-001	08/06/2021	08/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3035653	10/18/2020	10/18/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	92569242021	07/04/2021	07/04/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			CPMOL104393	10/08/2020	10/08/2021	Occurrence Limit 1,000,000 Aggregate Limit 1,000,000 Deductible 10,000

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

The certificate holder is named as additional insured. 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; Primary and Non-Contributory included.

CERTIFICATE HOLDER**CANCELLATION**

The City of Placentia a Municipal Corporation and Charter City 401 E. Chapman Placentia CA 92780	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

CHANGE NUMBER: 1

POLICY NUMBER: 3AA430278		POLICY CHANGES EFFECTIVE: 10/26/2020	COMPANY: EVANSTON INSURANCE COMPANY
NAMED INSURED: Noble E & C, Inc.		AUTHORIZED REPRESENTATIVE: 74224 HARRY W. GORST COMPANY, INC. 9310 Topanga Canyon Blvd. Chatsworth CA 91311	
COVERAGE PARTS AFFECTED: Commercial Liability			

The following item(s):

<input type="checkbox"/>	Insured's Name/Additional Named Insureds	<input type="checkbox"/>	Insured's Mailing Address	<input type="checkbox"/>	Policy Number
<input type="checkbox"/>	Effective/Expiration Date/Policy Period	<input type="checkbox"/>	Company	<input type="checkbox"/>	Locations/Location Description
<input type="checkbox"/>	Insured's Legal Status/Business Description	<input type="checkbox"/>	Minimum Earned Premium	<input type="checkbox"/>	Rates
<input type="checkbox"/>	Coverage Forms and Endorsements	<input type="checkbox"/>	Policy Cancel/Reinstatement	<input type="checkbox"/>	Limits/Exposures/Premium Basis
<input checked="" type="checkbox"/>	Additional Insureds, Loss Payees, Mortgagees	<input type="checkbox"/>	Buildings/Personal Property	<input type="checkbox"/>	Deductibles
<input type="checkbox"/>	Aggregate Cap	<input type="checkbox"/>	Classification/Class Codes	<input type="checkbox"/>	Underlying Insurance Information
<input type="checkbox"/>	Per Vehicle Limit	<input type="checkbox"/>	Vehicle	<input type="checkbox"/>	Drivers
<input type="checkbox"/>	Vehicle Description (Type/Year/Make/Model/ Vehicle Identification Number/Cost New/Value)	<input type="checkbox"/>	Equipment	<input type="checkbox"/>	Other (describe below)

is (are) changed added deleted as shown below:

"The City of Placentia, et al." is hereby added as an Additional Insured per form CG 20 10 attached.

The above amendments result in a change in the premium as follows:

<input type="checkbox"/>	NO CHANGES	<input type="checkbox"/>	TO BE ADJUSTED AT AUDIT	<input checked="" type="checkbox"/>	ADDITIONAL PREMIUM \$ 100.00	<input type="checkbox"/>	RETURN PREMIUM \$
<input type="checkbox"/>	NO RETURN PREMIUM - CLAIM STILL IN PROCESS	<input type="checkbox"/>	NO RETURN PREMIUM - TOTAL LOSS TO INSURED ITEM	<input type="checkbox"/>	NO RETURN PREMIUM - FULLY EARNED PROVISION APPLIES	<input checked="" type="checkbox"/>	OTHER (DESCRIBE): Taxes: \$3.25 Total: \$103.25

All other terms and conditions remain unchanged.

Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
The City of Placentia, a Municipal Corporation and Charter City, its officers, employees, representative, attorneys, and volunteers 401 E. Chapman Ave. Placentia, CA 92870	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

**Infinity Commercial Auto**

11700 Great Oaks Way, Suite 450

Alpharetta, GA 30022

Underwritten by: Infinity Select Insurance Company

Customer Service: (800) 722-3391

Claims Service: (800) 334-1661

ADDITIONAL NAMED INSURED ENDORSEMENT

Copy To	Policy ID Number	Expiration Date
Noble E&C 21643 Birch Hill Dr Diamond Bar CA 91765-3104	504-61016-1116-001	08/06/2022 12:01 a.m.
	Named Insured	
	Noble E&C	
This endorsement is attached to and forms a part of the listed policy. No changes will be effective prior to the time changes are requested.		

Additional Insured
The City of Placentia a Municipal Corporation and Charter City, and its officers and employees.

Part A - Liability Coverage, is changed as follows:

The definition of insured is changed to include the additional insured named above. Adding an **insured** will not increase the limit of our liability. The insurance provided by this endorsement will be excess over any other valid and collectible insurance.

All other parts of this Policy remain unchanged.

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

9256924-21
RENEWAL
SC
8-55-22-21
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JULY 4, 2021 AT 12.01 A.M.
AND EXPIRING JULY 4, 2022 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

NOBLE E&C, INC
21643 BIRCH HILL DR
DIAMOND BAR, CA 91765

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.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JULY 8, 2021

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572



EVANSTON INSURANCE COMPANY

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Kathleen Anne Sturgeon

Ben W. Sales

Secretary

President



EVANSTON INSURANCE COMPANY

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For Our Affiliates to market you	No	We don't share
For Nonaffiliates to market you	No	We don't share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	We collect your personal information, for example, when you complete an application or other form for insurance perform transactions with Us, Our Affiliates, or others file an insurance claim or provide account information use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.
Why can't you limit all sharing of your personal information?	Federal law gives you the right to limit only sharing for Affiliates' everyday business purposes – information about your creditworthiness Affiliates from using your information to market to you sharing for Nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



HOW TO REPORT A CLAIM

How to report a new claim:

- Email: newclaims@markelcorp.com
- FAX: (855) 662-7535 (855) 6MARKEL
- *Phone: (800) 362-7535 (800) 3MARKEL
- Mail: Markel Claims P.O. Box 2009, Glen Allen, VA 23058-2009

Please complete the appropriate ACORD form in detail and include the name and phone number of the contact person at the location of the reported incident. If possible, please attach a copy of the facility incident report. When reporting an auto claim, please identify the unit # on the schedule along with the VIN#. If the loss/claim involves a building or damage to property, please provide the physical address of the property.

***Please refer to your specific policy language for new claim reporting requirements. Some policies require you to report all claims in writing only.**

How to send Supplemental Information / Questions on an existing claim:

- Email: markelclaims@markelcorp.com
- FAX: (855) 662-7535 (855) 6MARKEL
- Phone: (800) 362-7535 (800) 3MARKEL
- Mail: Markel Claims P.O. Box 2009, Glen Allen, VA 23058-2009

If you have questions about a claim, please call 1-800-362-7535.

Inquiries may also be faxed to 1-855-662-7535.



EVANSTON INSURANCE COMPANY

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



EVANSTON INSURANCE COMPANY

IMPORTANT NOTICE

CALIFORNIA SURPLUS LINES NOTICE (D-2)

- 1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus lines” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC – the National Association of Insurance Commissioners – is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain**

more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.



EVANSTON INSURANCE COMPANY

ENVIRONMENTAL COMMON POLICY DECLARATIONS

THE COVERAGE PROVIDED BY ONE OR MORE COVERAGE FORMS OR INSURING AGREEMENTS INCLUDED IN THIS POLICY MAY BE WRITTEN AS CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES THAT A CLAIM BE FIRST MADE AGAINST YOU AND REPORTED TO US DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD WE PROVIDE.

POLICY NUMBER: CPLMOL104393

RENEWAL OF POLICY: NEW

Noble E&C, Inc.
21643 Birch Hills Drive
Diamond Bar, CA 91765

Policy Period: From 10/08/2020 to 10/08/2021, at 12:01 A.M. Standard Time at your mailing address shown above.

Form of Business:

- Individual Partnership Joint Venture
 Limited Liability Company Organization, including Corporation (but not incl. Partnership, Joint Venture or LLC)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Coverage is provided for the following only if indicated with an "X" in the checkbox(es) below:			
	Claims-Made	Occurrence	Premium
<input type="checkbox"/> Commercial General Liability	<input type="checkbox"/>	<input type="checkbox"/>	EXCLUDED
<input checked="" type="checkbox"/> Contractor's Pollution Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	INCLUDED
<input type="checkbox"/> Owners And Contractors Protective Liability (Monoline Coverage)	Not applicable	<input type="checkbox"/>	EXCLUDED
<input type="checkbox"/> Products-Completed Operations Liability (Monoline Coverage)	<input type="checkbox"/>	<input type="checkbox"/>	EXCLUDED
<input type="checkbox"/> Professional Liability	<input type="checkbox"/>	Not applicable	EXCLUDED
<input type="checkbox"/> Site Pollution And Environmental	<input type="checkbox"/>	Not applicable	EXCLUDED
<input type="checkbox"/> Terrorism Risk Insurance Act (TRIA):			EXCLUDED
	Advance And Deposit Premium:		\$1,075.00
Other Charge (see MDIL 1002):			\$241.44
Other Charge (Specify):			\$
Inspection Fee (100% Fully Earned):			\$
GRAND TOTAL (Including all charges and fees):			\$1,316.44

Producer Number, Name and Mailing Address
210824 Harry W. Gorst Company, Inc. 9310 Topanga Canyon Boulevard Chatsworth, CA 91311

Combined General Aggregate Limit Of Insurance

\$1,000,000

The amount shown above is the most we will pay under all coverage parts attached to this policy

Audit Period (Indicated by an "X" in the checkbox(es) below):

Flat Annual Semi-Annual Quarterly Monthly

Endorsements

Forms and Endorsements applying to this Coverage Form and made part of this policy at time of issue:

SEE FORMS SCHEDULE MDIL 1001 ATTACHED

These Declarations, together with the Common Policy Conditions, Supplemental Declaration(s), Coverage Form(s), and any Endorsements(s) complete the above numbered policy.



10/23/2020

Countersigned By

Countersignature Date



**CONTRACTOR'S POLLUTION LIABILITY
SUPPLEMENTAL DECLARATIONS**

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT WILL REDUCE THE LIMIT OF LIABILITY AVAILABLE AND WILL BE APPLIED AGAINST THE SELF-INSURED RETENTION OR DEDUCTIBLE.

Limits Of Insurance And Self-Insured Retention Or Deductible	
LIMITS OF INSURANCE	
Coverage Form Aggregate Limit	\$1,000,000
<input checked="" type="checkbox"/> Each Contractor's Pollution Condition Limit	\$1,000,000
<input checked="" type="checkbox"/> Each Transportation Pollution Condition Limit	\$1,000,000
<input checked="" type="checkbox"/> Each Non-Owned Disposal Site Pollution Condition Limit	\$1,000,000
<input checked="" type="checkbox"/> Each Crisis Management And Emergency Response Limit	\$1,000,000
<input checked="" type="checkbox"/> Defense Expenses Aggregate Limit	\$1,000,000

<input type="checkbox"/> SELF-INSURED RETENTION	
<input checked="" type="checkbox"/> DEDUCTIBLE	
Each Pollution Condition	\$10,000

Retroactive Date (Not applicable with MEEI 0007)
Retroactive Date (Claims-Made And Reported Coverage Only)
This insurance does not apply to injury or damages that occurs before the Retroactive Date shown above.

Endorsements
Forms and Endorsements applying to this Coverage Form and made a part of this policy at time of issue:
SEE FORMS SCHEDULE MDIL 1001 ATTACHED



EVANSTON INSURANCE COMPANY

SCHEDULE OF TAXES, SURCHARGES OR FEES

State	Description	Amount
	Policy fee	\$\$200.00
CA	Surplus Lines Tax	\$\$38.25
CA	Stamping Fee	\$\$3.19
TOTAL		\$\$241.44



EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

FORM NUMBER

FORM NAME

MJIL 1000 08 10	Policy Jacket (Evanston)
MPIL 1007 01 20	Privacy Notice
MPIL 1039-CA 01 20	California Surplus Lines Notice (D-2)
MPIL 1041 02 20	How To Report A Claim
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders
MDEI 2014-CA 11 17	Environmental Common Policy Declarations
MDEI 2015 11 17	Contractor's Pollution Liability Supplemental Declarations
MDIL 1002 01 10	Schedule of Taxes, Surcharges Or Fees
MDIL 1001 08 11	Forms Schedule
MEIL 1200-CA 01 20	Service of Suit - California
MEIL 1225 10 11	Change - Civil Union
MEIL 1233 11 13	Notice Of Cancellation As Required By Contract - Additional Insureds
MIL 1214 09 17	Trade Or Economic Sanctions
MEEI 0007 11 17	Contractor's Pollution Liability Coverage Form
MEEI 0017 11 17	Common Policy Conditions
MEEI 2210 11 17	Amended Fines And Penalties Exclusion
MEEI 2346 11 17	Exclusion Of Certified Acts Of Terrorism
MEEI 2510 08 19	Additional Insured - Specified Person(s) Or Organization(s)
MEEI 2562 11 17	Application Warranty
MEEI 2591 08 19	Automatic Primary And Non-Contributory
MEEI 2592 08 19	Automatic Transfer Of Rights Of Recovery Against Others To Us
MEIL 1247 08 15	Minimum Earned And Minimum Retained Premium
MPEI 2000 12 15	Emergency Response Hotline



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – CIVIL UNION

All references to "spouse" or "family member" in any Coverage Part or policy form made part of this insurance shall include a party to a civil union or domestic partnership law recognized under any applicable statute.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION AS REQUIRED BY CONTRACT – ADDITIONAL INSUREDS

All Coverage Forms included in this policy are subject to the following.

SCHEDULE

Number of days: 30

The following is added to the Cancellation condition:

We will provide written Notice of Cancellation to an additional insured stating when, not less than the number of days shown in the Schedule above, cancellation will become effective.

This condition only applies if:

1. Cancellation is for reasons other than:
 - a. Nonpayment of premium; or
 - b. Non-payment of any deductible reimbursement;
2. You are required by written contract to provide the additional insured with such notice; and
3. You agree to provide us with a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.

If notice is mailed, proof of mailing is sufficient proof of such notice.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT - CALIFORNIA

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Valarie Jonas, Markel, 201 California Street, Suite 1450, San Francisco, CA 94111 and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as to whom the said officer is authorized to mail such process or a true copy thereof.

Pursuant to Section 1772, et seq., of the California Insurance Code, a surplus line insurer may be sued upon any cause of action arising in this state under any surplus line insurance contract made by it, or any evidence of insurance issued or delivered by the surplus line broker, pursuant to the procedures set forth in Sections 1610 to 1620, inclusive.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR’S POLLUTION LIABILITY COVERAGE FORM

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

VARIOUS PROVISIONS IN THIS POLICY MAY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES AND WHAT IS AND IS NOT COVERED.

AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS IN EXCESS OF THE DEFENSE EXPENSES AGGREGATE LIMIT SHOWN IN THE DECLARATIONS WILL REDUCE THE LIMIT OF INSURANCE AVAILABLE AND WILL BE APPLIED AGAINST THE SELF-INSURED RETENTION OR DEDUCTIBLE, IF APPLICABLE.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section III – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERAGES

A. Insuring Agreements

The following Insuring Agreements apply only if indicated by an "X" in the Declarations, and the "pollution condition" that causes a "loss" takes place in the "coverage territory". The amount we will pay is limited as described in Section IV – Limits Of Insurance And Self-Insured Retention Or Deductible.

1. Contractor's Pollution Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "cleanup costs" caused by a "pollution condition" to which this insurance applies, provided:

- a. The "pollution condition" arises out of "your work" performed during the policy period, except for a "pollution condition" arising out of the "completed operations" of "your work"; and
- b. The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

With respect to "bodily injury", "property damage" or "cleanup costs" caused by legionella, there must be a direct relation to a documented case of a legionella outbreak for coverage to apply.

2. Transportation Pollution Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "cleanup costs" resulting from a "transportation pollution condition" to which this insurance applies, provided:

- a. The "transportation pollution condition" arises out of "transported cargo" that is transported, delivered or shipped by you in a "covered conveyance", or by a "carrier" on your behalf; and
- b. The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

This coverage shall not be utilized to evidence financial responsibility of any insured under any applicable federal, state, provincial or local law.

3. Non-Owned Disposal Site Liability

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "cleanup costs" resulting from a "pollution condition" to which this insurance applies, originating at, on or under, or migrating from, a covered "non-owned disposal site", provided:

- a. The "pollution condition" arises from waste or material generated by "your work"; and
- b. The "bodily injury" or "property damage" occurs, or the "cleanup costs" are incurred, during the policy period.

4. Crisis Management And Emergency Response Costs

We will indemnify you for:

- a. "Crisis management costs" you incur as a direct result of a "crisis management event", provided that the "crisis management event":
 - (1) Arises directly from a "pollution condition" that has resulted or is reasonably likely to result in a "loss" covered under this policy;
 - (2) Commences during the policy period; and
 - (3) First becomes known to a "responsible insured" during the policy period and is reported to us in writing as soon as practical, but in any event during the policy period or within 30 days after the end of the policy period.

We will pay those "crisis management costs" you incur even if coverage hereunder is still to be confirmed by us, but we will stop paying such "crisis management costs" as soon as it becomes evident, to either you or us, that this insurance does not apply. "Crisis management costs" are not subject to the self-insured retention or deductible; and

- b. "Emergency response costs" you incur as a direct result of the "pollution condition" that has resulted in a "loss" covered under this policy.

B. Claims And Defense

1. With respect to Insuring Agreements 1. through 3. above, coverage applies only if, prior to the policy period, no insured listed under Paragraph 1. of Section III – Who Is An Insured and no "responsible insured" knew that the "bodily injury", "property damage" or "cleanup costs" had occurred, in whole or in part. If such a listed insured or "responsible insured" knew, prior to the policy period, that the "bodily injury", "property damage" or "cleanup costs" occurred, then any continuation, change or resumption of such "bodily injury", "property damage" or "cleanup costs" during or after the policy period will be deemed to have been known prior to the policy period.

"Bodily injury", "property damage" or "cleanup costs" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section III – Who Is An Insured or any "responsible insured" authorized by you to give or receive notice of a "pollution condition" or "claim", includes any continuation, change or resumption of the "bodily injury", "property damage" or "cleanup costs" after the end of the policy period.

"Bodily injury", "property damage" or "cleanup costs" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section III – Who Is An Insured or any "responsible insured" authorized by you to give or receive notice of a "pollution condition" or "claim":

- a. Reports all or any part of the "bodily injury", "property damage" or "cleanup costs" to us or any other insurer;
- b. Receives a written or verbal demand or "claim" for damages because of the "bodily injury", "property damage" or "cleanup costs"; or
- c. Becomes aware by any other means that the "bodily injury", "property damage" or "cleanup costs" has occurred or has begun to occur.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. We will have the right and duty to defend the insured against any "suit" seeking those damages to which this insurance applies. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "pollution condition" and settle any "claim" that may result. But:

- a. The amount we will pay for damages is limited as described in Section IV – Limits Of Insurance And Self-Insured Retention Or Deductible; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or supplementary payments.

C. Supplementary Payments

1. We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$500 a day because of time off from work.
 - c. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - d. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 - e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "pollution condition" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as supplementary payments.

We may, at our option, appoint one counsel to defend all of the insureds and indemnitees of the insureds who are or may be involved with respect to such "suit".

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as supplementary payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or supplementary payments, or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

Amounts paid as supplementary payments as described in Paragraphs 1. and 2. above will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Section IV – Limits Of Insurance And Self-Insured Retention Or Deductible.

SECTION II – EXCLUSIONS

This insurance does not apply to:

1. Communicable Disease

"Loss" due to the presence of a communicable disease, which means an illness, sickness, physical condition, or an interruption or disorder of bodily functions, systems, or organs that is transmissible by infection or contagion directly or indirectly through human contact or contact with human fluids, waste or similar agents.

However, this exclusion does not apply to the discharge, dispersal or release of "mold" or legionella.

2. Contractual Liability

"Loss" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. However, this exclusion does not apply to liability for damages:

- a. That the insured would have in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "loss" occurs subsequent to the execution of the contract or agreement.

3. Damage To Property

"Property damage" in any way related to any real property or facility that is or was at any time owned, operated or occupied by, or rented to, you. However, this exclusion does not apply if the real property or facility is operated or occupied by you for the purpose of performing "your work".

4. Damage To Your Product Or Your Work

"Property damage" to "your product" or "your work" or any part of "your product" or "your work". This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

5. Employer's Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of this exclusion 5.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to liability assumed by you under an "insured contract".

6. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of a "responsible insured".

7. Fines And Penalties

Punitive damages, exemplary damages, multiplied damages, fines or penalties.

8. Impaired Property

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

9. Insured Versus Insured

Any "claim" made by or on behalf of an insured against any other insured. However, this exclusion does not apply with respect to "claims" against you by any insured seeking coverage or indemnification pursuant to a written contract or agreement.

10. Intentional Acts

"Loss" arising out of intentional, willful or deliberate:

- a. Injury to persons or property; or
- b. Failure to comply with any permit, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental or public agency or body either before or after the beginning of the policy period.

However, this exclusion does not apply to an insured who did not commit, participate in or have knowledge of any of the acts described above.

11. Known Circumstances

"Loss" caused by, arising out of or in any way related to a "pollution condition", including any subsequent continuation or resumption of or changes in such "pollution condition", that existed prior to the policy period, or that was known to any "responsible insured" at any time before the beginning of the policy period.

12. Nuclear Energy Liability

"Loss":

- a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability;
- b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - (1) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. Resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material":
 - (a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - (b) Has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) The "loss" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material:

- a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
- b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium;
 - (2) Processing or utilizing "spent fuel"; or
 - (3) Handling, processing or packaging "waste";
- c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

13. Other Enterprises

"Loss" arising out of any business enterprise owned, operated or managed by the insured or its parent company or the affiliate, successor or assignee of such company not named in the Declarations.

14. Professional Services

"Loss" arising out of any alleged or actual act, error or omission in the rendering of or failure to render "professional services" by you or any contractor or subcontractor working on your behalf. 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 "pollution condition" which caused the "loss" involved the rendering of or failure to render "professional services".

However, this exclusion does not apply to a "claim" in which you committed an actual or alleged act, error or omission relating to improper or inadequate supervision, direction or control of any subcontractors for which you are legally liable when performing operations on your behalf at a job site.

15. Property Damage To Cargo

"Property damage" to "transported cargo".

16. Property Damage To Conveyances

"Property damage" to any "auto", railcar, train, watercraft or aircraft operated by or on behalf of any insured resulting from a "pollution condition" caused by "transported cargo". However, this exclusion does not apply to any "claim" brought by any "carrier" for "property damage" arising out of the insured's negligence.

17. Vehicles

"Loss" arising out of the ownership, maintenance, use, operation or entrustment to others of any aircraft, "unmanned aircraft", "auto" or watercraft. Use includes "loading or unloading".

However, this exclusion does not apply to:

- a. "Loading or unloading" within the boundaries of any location covered under this policy; or
- b. Insuring Agreement **A.2. Transportation Pollution Liability**, if shown as covered in the Declarations.

18. War

"Loss", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action taken in the hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

19. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

20. Your Product

"Loss" arising out of "your product".

SECTION III – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of "your work".
- b. In the event of your bankruptcy, your trustees, and in the event of your death or incapacity, your legal representatives or executors, but only with respect to each such trustee's, representative's or executor's vicarious liability resulting from "your work".

3. Any organization, other than a partnership, joint venture or limited liability company, you newly acquire or form during the policy period and over which you maintain ownership or majority interest, will qualify as an insured but only with respect to "your work" rendered on or after the acquisition or formation date of such organization. However coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

4. Any client for whom you perform or performed "your work" and with whom you have agreed to provide additional insured status in a written contract or agreement is an insured under this policy, provided the written contract or agreement was executed prior to the:

- a. Commencement of "your work"; and
- b. Date the "pollution conditions" first commenced.

Such client is an insured only with respect to "bodily injury" or "property damage" caused by a "pollution condition" for which the client is liable because of "your work". There is no coverage under this insurance for any "claims" arising out of the sole negligence of your clients.

Any insurance afforded to an insured described in Paragraph 4. above only applies to the extent permitted by law, will not be broader than that which you are required by the contract or agreement to provide for such insured, and is limited to the lesser of the Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement.

Paragraph 4. does not apply to any client specifically named as an additional insured in an endorsement attached to this policy.

SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION OR DEDUCTIBLE

A. Limits Of Insurance

1. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of insureds, "claims" made, or persons or organizations making "claims".
2. The Coverage Form Aggregate Limit is the most we will pay for the sum of all "loss" and supplementary payments arising out of all "pollution conditions" under all Insuring Agreements.
3. Subject to Paragraph 2. above:
 - a. The Each Contractor's Pollution Condition Limit is the most we will pay under Insuring Agreement **A.1.** for the sum of all "loss" and supplementary payments arising out of any one "pollution condition".
 - b. The Each Transportation Pollution Condition Limit is the most we will pay under Insuring Agreement **A.2.** for the sum of all "loss" and supplementary payments arising out of any one "transportation pollution condition".
 - c. The Each Non-Owned Disposal Site Pollution Condition Limit is the most we will pay under Insuring Agreement **A.3.** for the sum of all "loss" and supplementary payments arising out of any one "pollution condition" at a "non-owned disposal site".
 - d. The Each Crisis Management And Emergency Response Limit is the most we will pay under Insuring Agreement **A.4.** for the sum of all "loss" and supplementary payments arising out of any one "pollution condition".
4. Amounts paid as supplementary payments will reduce the Defense Expenses Aggregate Limit shown in the Declarations. Once that limit has been exhausted, amounts paid as supplementary payments will reduce the applicable limits described in Paragraphs 2. and 3. above.

The limits of insurance of this Coverage Form apply separately to each policy period, unless the policy period is extended after issuance for an additional period. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

B. Self-Insured Retention

The following applies only if Self-Insured Retention is selected in the Declarations:

1. You agree to assume the Self-Insured Retention shown in the Declarations. Our obligation to pay damages or supplementary payments under this insurance and the applicable limit shown in the Declarations will apply in excess of the self-insured retention.
2. Regardless of whether or not there is any other insurance, whether or not collectible, applicable to a "claim" or "pollution condition" within the self-insured retention, you must make actual payment of the full self-insured retention before the limits of insurance will apply. Compliance with this clause is a condition precedent for coverage under this insurance. We will make no payments of any type in the event you fail to comply with this clause.
3. You must not incur costs other than adjusting expenses without our written consent in the event of any "claim" or "pollution condition" which appears likely to exceed the self-insured retention.
4. We have the right and duty in all cases to assume control of the investigation, defense and settlement of any "claim" or "pollution condition" to which this insurance applies. When we exercise this right, the following apply:
 - a. You will remain responsible for the cost of all damages and supplementary payments within the self-insured retention;

- b. At our request, you will advance to us any portion of the applicable self-insured retention that we deem reasonable to pay for any "claim" or "pollution condition";
- c. If you have paid to us all or part of the applicable self-insured retention and the total amount of damages and supplementary payments that we pay for that "claim" or "pollution condition" is less than the applicable self-insured retention, then we will reimburse you the amount you paid in excess of the amount we pay; and
- d. We will have the sole and absolute right to settle the "claim" for any amount we deem reasonable, including any amount within the self-insured retention. Although we agree to attempt to advise and consult with you prior to making any settlement, we will have no obligation to obtain your consent or the consent of any other insured, to any settlement we make that requires payment from you of any amount within the self-insured retention. You and any other insured hereby waive any claim or defense against us resulting from our entering into any such settlement without your approval.

C. Deductible

The following applies only if Deductible is selected in the Declarations:

- 1. Our obligation to pay damages for "loss" on your behalf applies only to the amount of damages in excess of the Deductible shown in the Declarations.
- 2. The deductible applies separately to each "pollution condition", and may be applied to supplementary payments, settlements or indemnification.
- 3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against any "claims" seeking those damages; and
 - b. Your duties in the event of a "pollution condition";
 apply irrespective of the application of the deductible.
- 4. At our sole election and option, we may either:
 - a. Pay any part or all of the deductible to effect settlement of any "claim", and upon notification of the action taken, you must promptly reimburse us for that part of the deductible as has been paid by us; or
 - b. Simultaneously upon receipt of notice of any "claim" or at any time thereafter, call upon you to pay or deposit with us all or any part of the deductible, to be held and applied by us as herein provided.
- 5. In the event that you do not promptly comply with Paragraph 4. above, any cost we incur in collection of the deductible including, but not limited to, collection agency fees, attorneys' fees, and interest, will be added to and applied in addition to the deductible without limitation to such costs.
- 6. If the same, related or continuous "pollution condition" results in coverage under more than one Insuring Agreement under this policy, then only the highest Deductible shown in the Declarations of all Insuring Agreements applicable to the "pollution condition" will apply.

SECTION V – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations or increase our liability under this Coverage Form.

2. Duties In The Event Of A Pollution Condition Or Claim

- a. You must see to it that we are notified as soon as practicable in writing of a "pollution condition". To the extent possible, notice must contain:
 - (1) How, when and where the "pollution condition" took place;
 - (2) The names and addresses of any claimants, injured persons and witnesses;
 - (3) The nature and location of any injury or damage arising out of the "pollution condition";
 - (4) The date and details of "your work" that may have caused the "pollution condition";
 - (5) Copies of any contracts that have been entered into by any insured that are related to "your work" performed; and

- (6) Details explaining how the insured first became aware of the "pollution condition".
- b. If a "claim" is made against any insured:
 - (1) You must record and notify us as soon as practicable in writing the specifics of the "claim" and the date received; and
 - (2) You and any other involved insured must:
 - (a) Send us copies as soon as practicable of any demands, notices, summons or legal papers received in connection with the "claim";
 - (b) Authorize us to obtain records and other information;
 - (c) Cooperate with us in the investigation, settlement or defense of the "claim"; and
 - (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our written consent. However, written consent is not required with respect to:
 - (1) "Crisis management costs" that have been reported in accordance with Paragraph a.(3) of Insuring Agreement A.4. Crisis Management Or Emergency Response Costs; or
 - (2) "Emergency response costs" that have been reported and approved by us or our appointed representative by use of the emergency response hotline.

3. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for "loss" we cover under this Coverage Form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all such other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any other insurance, whether primary, excess, contingent or on any other basis, if you are an insured on an insurance policy that applies to "your work" or "completed operations" of "your work" performed at a specific job site and that insurance policy applies to a specific job site;
- (b) Any other valid and collectible insurance available to you covering liability for damages arising out of "your work" or "completed operations" of "your work", including that work for which you have been added as an additional insured by an endorsement, or by definition in a contract or agreement, or by combination thereof;
- (c) Any other valid and collectible insurance available to any person or entity performing functions for others on your behalf as defined in "your work" in this Coverage Form;
- (d) Any valid and collectible project-specific insurance policy, owner's protective insurance policy, owner-controlled insurance policy, contractor-controlled insurance policy, wrap-up policy or similar insurance program under which an insured is covered; or

- (e) Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, covering a:
 - (i) "Transportation pollution condition", if Insuring Agreement **A.2.** Transportation Pollution Liability is shown as covered in the Declarations; or
 - (ii) "Pollution condition" on a "non-owned disposal site", if Insuring Agreement **A.3.** Non-Owned Disposal Sites is shown as covered in the Declarations.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the damages, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the damages in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining damages, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this Coverage Form.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the damages remain, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Form in accordance with our rules, rates, rating plans and minimum premium requirements.
- b. Premium shown as Advance And Deposit Premium in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured shown in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is more than the greater of the earned premium or Minimum Retained Premium shown in the Declarations, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the applications, other materials submitted to us and Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first Named Insured shown in the Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a "claim" is made.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The insured must do nothing after "loss" to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION VI – DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
2. "Bodily injury" means physical injury, sickness, disease, mental anguish or emotional distress sustained by any person, including medical monitoring or death resulting from any of these at any time.
3. "Cargo" means waste, products or materials carried or delivered by a "covered conveyance".
4. "Carrier" means a person or an entity, other than any insured or any subsidiary or affiliate company of any insured, engaged by the insured to transport material by aircraft, "auto" or watercraft, but only if such person or entity is properly licensed to transport such material and in the business of transporting such material.
5. "Claim" means a written request or demand received by any insured or us for money or services including, but not limited to, the institution of "suit" or arbitration proceedings against any insured, seeking damages.
6. "Cleanup costs" means reasonable and necessary expenses incurred in the investigation, evaluation, monitoring, testing, removal, containment, treatment, response, disposal, remediation, detoxification or neutralization of any "pollutants":
 - a. To the extent required by federal, state, local or provincial laws, including but not limited to statutes, rules, ordinances, guidance documents, regulations and all amendments thereto, including state voluntary clean up or risk-based corrective action guidance, governing the liability or responsibilities of the insured; or
 - b. Which have been actually incurred by the government or any political subdivision of the United States of America or any state thereof, or by third parties.

"Cleanup costs" includes "restoration costs".

7. "Completed operations" means "your work" that has been completed. "Completed operations" does not include "your work" that has been abandoned or has not yet been completed. "Your work" will be deemed completed at the earliest of the following times:
 - a. When all work to be performed under the contract has been completed;
 - b. When all of the work to be done at the site has been completed if the contract calls for work at more than one site; or
 - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project."Your work" that may require further service, maintenance, correction, repair or replacement, but is otherwise complete, will be deemed completed.

8. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada; and
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above.

"Coverage territory" does not include military bases or installations not located in Paragraph a. above.

9. "Covered conveyance" means any conveyance operated by or on behalf of an insured used for transporting property.
10. "Crisis management consultant" means a professional firm or consultant that provides crisis management services and has been approved in writing by us, the approval for which will not be unreasonable withheld.
11. "Crisis management costs" means those reasonable and necessary fees and expenses:
 - a. Incurred by you within 90 days after the "crisis management event" is discovered by you, or thereafter as approved by us in writing; and
 - b. For services provided to you by a "crisis management consultant" for the sole purpose of assisting you with:

(1) Managing the media in direct response to a "crisis management event" to which this insurance applies; or

- (2) Minimizing the economic harm to you caused by a "crisis management event" to which this insurance applies by consulting with you with respect to maintaining and restoring your company's public image or reputation.

You must take reasonable steps to minimize "crisis management costs".

12. "Crisis management event" means the public announcement by a third party that a "pollution condition" for which you are legally responsible has caused:

- a. "Bodily injury" involving third parties; or
- b. "Property damage", but only to the extent resulting in actual physical damage to real property owned by third parties;

provided that one of your "executive officers" has proffered, in our sole discretion, a good faith opinion that the public announcement or accusation has caused or is reasonably likely to cause economic harm to, or a material adverse effect on, your company's image or goodwill.

13. "Emergency response costs" means reasonable and necessary costs incurred to mitigate a "pollution condition" constituting an emergency situation whereby in the absence of such mitigation:

- a. "Bodily injury" or "property damage" to third parties is imminent; or
- b. "Cleanup costs" pursuant to environmental law are incurred.

14. "Employee" includes temporary and leased staff working on your behalf and under your direct supervision, but only with respect to "your work".

15. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

16. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

17. "Insured contract" means:

- a. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
- b. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph b. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render "professional services", including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

18. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto a vehicle;
- b. While it is in or on a vehicle; or

c. While it is being moved from a vehicle to the place where it is finally delivered.

19. "Loss" means:

- a. "Bodily injury", "property damage" or "cleanup costs", with respect to Insuring Agreements **A.1.** through **A.3.**; or
 - b. "Crisis management costs" or "emergency response costs", with respect to Insuring Agreement **A.4.**;
- as applicable when shown as covered in the Declarations.

20. "Mold" means any permanent or transient fungus, mold, mildew or mycotoxin or any of the spores, scents or by-products produced or released by fungus.

21. "Natural resource damages" means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America, any state or local government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

22. "Non-owned disposal site" means a location you use for the treatment, storage or disposal of waste or material, provided the "non-owned disposal site":

- a. Is not managed, operated, owned or leased by any insured or any subsidiary or affiliate of any insured;
- b. Is permitted or licensed by the applicable federal, state, local or provincial authorities to accept such waste or material as of the date the waste or material is treated, stored or disposed of at the "non-owned disposal site"; and
- c. Is not listed on a proposed or final Federal National Priorities List or any state or provincial equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of the waste or material at the "non-owned disposal site".

23. "Pollutants" means, but is not limited to, any solid, liquid, gaseous, thermal, biological or radioactive substance, material or matter, irritant or contaminant including smoke, vapors, soot, silt, sedimentation, fumes, acids, alkalis, chemicals and waste.

With respect to Insuring Agreements **A.1.** Contractor's Pollution Liability and **A.4.** Crisis Management And Emergency Response Costs only, "pollutants" includes "mold" and legionella.

24. "Pollution condition" means the discharge, dispersal, seepage, migration, release or escape of "pollutants". With respect to Insuring Agreements **A.2.** Transportation Pollution Liability and **A.4.** Crisis Management And Emergency Response Costs only, if shown as covered in the Declarations, "pollution condition" includes "transportation pollution condition".

25. "Professional services" means those functions performed for others by you or any contractor or subcontractor working on your behalf that are related to your practice as a consultant, engineer, architect, surveyor, laboratory, project or construction manager and as disclosed on the application including, but not limited to, the preparation or approval of maps, drawings, opinions, reports, surveys, designs, specifications or engineering services.

26. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use or diminution in value of that property. All such loss of use or diminution in value will be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use or diminution in value of tangible property that is not physically injured. All such loss of use or diminution in value will be deemed to occur at the time of the "claim"; or
- c. "Natural resource damages".

27. "Responsible insured" means:

- a. Your "executive officer", director, partner, member or manager;
- b. Any insured who has responsibility, in whole or in part, for risk control, risk management, health and safety or environmental affairs, control or compliance; or
- c. Any insured who signed or who has responsibility, in whole or in part, for completing the application on which we relied in issuing this Coverage Form.

28. "Restoration costs" means reasonable and necessary costs incurred by the insured with our consent, which will not be unreasonably withheld or delayed, to restore, repair or replace real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring "cleanup costs". However, such "restoration costs" will not exceed the actual cash value of such property immediately prior to incurring "cleanup costs" or include costs associated with improvements or betterments, ordinance or law.
29. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "cleanup costs" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
30. "Temporary storage" means storage of materials in a locked and secure storage container with clearly posted warning signs for a period of up to 30 days at a premise you own or rent. "Temporary storage" does not include storage of materials at any site at which you are performing "your work".
31. "Transportation pollution condition" means the emission, discharge, dispersal, release or escape of "pollutants" from a "covered conveyance" which occurs beyond the boundaries of a "covered location".
32. "Transported cargo" means the insured's "cargo" after it is moved from the place where it is accepted by or on behalf of an insured for movement into or onto a "covered conveyance", until the "cargo" is moved from the "covered conveyance" to the place where it is finally delivered on behalf of the insured.
- "Transported cargo" also includes the insured's "cargo" during "loading or unloading" to or from a "covered conveyance".
- "Transported cargo" does not include "cargo" at rest for a period longer than 72 hours after it has been accepted on behalf of the insured for movement into or onto a "covered conveyance" but before it reaches the place of final delivery.
33. "Unmanned aircraft" means an aircraft that is not designed, manufactured or modified after manufacture to be controlled directly by a person from within or on the aircraft.
34. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
35. "Your work":
- a. Means:
 - (1) Contracting work or contracting operations as disclosed in the application or specifically endorsed hereon performed by you or on your behalf for others at a location that you do not own, control, rent or occupy other than for the purpose of performing "your work"; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work";
- (2) The providing of or failure to provide warnings or instructions;
- (3) The "completed operations" of "your work"; and
- (4) With respect to Insuring Agreement **A.1. Contractor's Pollution Liability**, the "temporary storage" of asbestos, or any material or substance containing asbestos, asbestos fibers or asbestiform talc that was removed in the course of "your work".



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations may or may not be defined in all Coverage Forms.

All Coverage Forms included in this policy are subject to the following additional conditions:

A. Cancellation Or Nonrenewal

1. This policy may be cancelled by the first Named Insured by surrender thereof to us or any of our authorized representatives or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. If we decide to cancel or not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of cancellation or nonrenewal not less than:
 - a. 10 days prior to cancellation if we cancel for non-payment of premium;
 - b. 30 days prior to cancellation if we cancel for any other reason; or
 - c. 30 days prior to nonrenewal.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy. Notice to or knowledge by any agent or by any other person will not effect a waiver or change in any part of this policy or estop us from asserting any right under the terms of this policy.

C. Choice Of Law

Unless otherwise expressly endorsed in the policy, the laws of New York, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this policy and all of the transactions it contemplates, including, without limitation, its formation, validity, interpretation, construction, performance and enforcement.

D. Examination Of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to 3 years afterward.

E. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

F. Non-Cumulative Shared General Aggregate

The Combined General Aggregate Limit Of Insurance, if any, shown in the Declarations is the most we will pay under all Insuring Agreements for the sum of all "loss", "damages", "defense costs" and supplementary payments, as applicable.

However, this provision does not apply to:

1. Supplementary payments paid under the Commercial General Liability Coverage Form;
 2. "Bodily injury" and "property damage" included in the "products-completed operations hazard"; or
 3. Supplementary payments because of the "products-completed operations hazard",
- unless altered by endorsement issued by us.

G. Notice And Reporting Provisions

In addition to all other duties of the insured in the event of a "pollution condition", "occurrence", offense, act, error or omission, "claim" or "suit", you must report any spill or release immediately.

Notice to your insurance agent or broker does not constitute notice to us, or any other person or entity acting on our behalf, for purposes of the receipt of notice.

H. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

I. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

J. Two Or More Insuring Agreements, Coverage Forms Or Policies Issued By Us

If more than one Insuring Agreement, Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "claim", the aggregate maximum limit of insurance under all of the Insuring Agreements, Coverage Forms or policies will not exceed the highest applicable limit of insurance under any one Insuring Agreement, Coverage Form or policy. This condition does not apply to:

1. Any Insuring Agreement, Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy; or
2. Any Insuring Agreement covering "crisis management costs" or "emergency response costs".



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED FINES AND PENALTIES EXCLUSION

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

Exclusion 7. Fines And Penalties under Section II – Exclusions is replaced by the following:

7. Fines And Penalties

Punitive damages, exemplary damages, multiplied damages, fines or penalties. However, this exclusion does not apply to punitive damages where punitive damages are insurable by law.

All other terms and conditions remain unchanged.

**EVANSTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

- COMMERCIAL EXCESS LIABILITY POLICY
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- SITE POLLUTION AND ENVIRONMENTAL COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. The following is added to the Exclusions section:

This insurance does not apply to:

Terrorism

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is attached, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "cleanup costs", "business interruption expense", "product withdrawal expense", "emergency response costs", "defense expenses" and supplementary payments.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Reinsurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured "loss" in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Form.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

APPLICATION WARRANTY

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
- PROFESSIONAL LIABILITY COVERAGE FORM
- SITE POLLUTION AND ENVIRONMENTAL COVERAGE FORM

The following Common Policy Condition is added:

Application Warranty

You warrant that the information contained in the application for the policy to which this endorsement is attached is true and that it forms the basis of and is incorporated into this policy.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The following is added to the Other Insurance condition:

Other Insurance

This insurance will be primary and not contributory with any other insurance available to any person or organization under any other third party liability policy if required by a written contract, signed by both parties and executed prior to the commencement of operations or "your work".

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following, where indicated by an "X" in the checkbox(es) below:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

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

Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization with whom the Named Insured has agreed, in a written contract executed prior to the "occurrence" or "pollution condition", to waive such rights of recovery because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract with that person or organization.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

MINIMUM EARNED AND MINIMUM RETAINED PREMIUM

This endorsement modifies all Coverage Forms included in the policy:

SCHEDULE

Minimum Earned Premium Percentage:	25%
Minimum Retained Premium Percentage:	100%
Fully Earned Date:	10/8/2021

The following Condition is added and supersedes any provisions to the contrary.

Minimum Earned And Retained Premium

The total policy premium and minimum earned premium(s) due for this policy will be calculated in accordance with the following:

A. Total Policy Premium

The total policy premium is calculated as: The Grand Total premium shown in the Common Policy Declarations, plus any premium adjustment by endorsement, plus any additional premium developed by audit. The premium shown in the Common Policy Declarations as Grand Total is a deposit premium only and is subject to adjustment in accordance with our rules, rates, and premium audit provisions of this policy.

B. Minimum Earned Premium

If this policy is canceled either at your request or due to non-payment of premium, we will retain a minimum earned premium or the short rate earned premium, whichever is greater. The minimum earned premium will be calculated by multiplying the total policy premium, calculated as described in Paragraph A. above, by the Minimum Earned Premium Percentage shown in the Schedule of this endorsement.

However, if this policy remains in effect until the Fully Earned Date shown in the Schedule of this endorsement, the total policy premium, calculated as described in Paragraph A. above, will be fully earned. There will be no return of premium if this policy is canceled at your request or for non-payment of premium on or after the Fully Earned Date shown in the Schedule of this endorsement.

C. Minimum Retained Premium

If this policy was issued on an adjustable basis, the policy also has a minimum amount of premium that applies to the policy period. The minimum retained premium will be calculated by multiplying the total policy premium, calculated as described in Paragraph A. above, by the Minimum Retained Premium Percentage shown in the Schedule of this endorsement.

At the completion of the audit, if the audit premium is:

1. Greater than the total policy premium, calculated as described in Paragraph A. above, the additional premium is due and payable upon notice to you.
2. Less than the total policy premium, calculated as described in Paragraph A. above, we will retain the minimum retained premium or the audit premium, whichever is greater.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMERGENCY RESPONSE HOTLINE

1-855-44CLAIM

(1-855-442-5246)

Markel has established an emergency response hotline for immediate reporting of pollution events or other events requiring emergency response.

Immediate reporting of such events ensures timely notice to us of pollution claims as well as other claims that may require immediate response.

Please use the hotline to notify us immediately of any situation you encounter that may lead to a pollution claim. When calling, identify yourself as a Markel Policyholder.

Using the hotline may help you to fulfill some of your responsibilities to us. Reimbursement of "emergency response costs" is conditioned on timely reporting by use of the emergency response hotline. Please refer to the policy for full details.

CLAIMS REPORTING NOTICE

In addition to the above you must also report in writing any "Occurrence", Offense, Incident, "Claim", or "Suit", to:

Markel - Claims
P.O. Box 2009
Glen Allen, VA 23058-2009

Email: newclaims@markelcorp.com

Fax: (855) 662-7535

PLEASE REFER TO THE POLICY FOR ANY NOTICE AND REPORTING PROVISIONS AND/OR DUTIES IN THE EVENT OF AN "OCCURRENCE, OFFENSE, INCIDENT, "CLAIM" OR "SUIT".



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPECIFIED PERSON(S) OR ORGANIZATION(S)

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Person(s) Or Organization(s):	City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870
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With respect to coverage provided under this endorsement only, Paragraph 4. under Section III – Who Is An Insured is replaced by the following:

4. The Person(s) Or Organization(s) shown in the Schedule of this endorsement is an insured under this policy, provided you have agreed to provide additional insured status in a written contract or agreement that was executed prior to the:
 - a. Commencement of "your work"; and
 - b. Date the "pollution conditions" first commenced.

The Person(s) Or Organization(s) shown in the Schedule of this endorsement is an insured only with respect to "bodily injury", "property damage", or "cleanup costs" caused by a "pollution condition" for which such Persons(s) Or Organization(s) is liable because of "your work". There is no coverage under this insurance for any "claims" arising out of the sole negligence of such Person(s) Or Organization(s).

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- (3) Is limited to the lesser of the Limits Of Insurance shown in the Declarations or the amount required by the written contract or agreement.

All other terms and conditions remain unchanged.

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: OCTOBER 5, 2021

SUBJECT: **PUBLIC HEARING, INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2021-09 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 10.34 (CAMPING AND STORAGE OF PERSONAL PROPERTY) OF TITLE 10 (PEACE, MORALS AND SAFETY) OF THE PLACENTIA MUNICIPAL CODE**

FISCAL
IMPACT: None

SUMMARY:

The City of Placentia may adopt regulations to protect the health, safety, and welfare of the public. Public areas within the City should be accessible and available to residents and the public for their intended uses. Due to recent case law in the Ninth Circuit Court of Appeals, including *Martin v. City of Boise*, 902 F.3d 1031 (9th Cir. 2018), and difficulties enforcing the existing provisions of Chapter 10.34 of the Placentia Municipal Code ("PMC"), the Placentia Police Department and the Community Services Department noted the PMC requires modification to address provisions relating to prohibitions against camping and storage of personal property to both provide safeguards and enable effective enforcement.

City staff have reviewed the current conditions and developed a proposed ordinance to amend Chapter 10.34 to improve enforcement and clarity related to camping and storage of personal property on public property. The proposed ordinance will allow the Police Department to enforce regulations in public parks and public spaces as they relate to camping and storage of personal property. Additional amendments to the PMC address clarity on definitions of terms related to the details of the ordinance. Exceptions include areas so designated by the City for camping and/or storage of personal property.

Staff is recommending that the City Council conduct a public hearing to consider the attached ordinance and obtain public input regarding the proposed code amendments recommended by Staff and then introduce the ordinance for first reading.

RECOMMENDATION:

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

2. b.
Oct. 5, 2021

1. Open the public hearing concerning Ordinance No. O-2021-09; and
2. Receive the staff report and consider all public testimony; and
3. Close the public hearing; and
4. Find that the recommended actions are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-09, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 10.34 (Camping and Storage of Personal Property) of Title 10 (Peace, Morals and Safety) of the Placentia Municipal Code.

DISCUSSION:

The following tables outline the amendments to Chapter 10.34 of the PMC:

• **Section 10.34.020 (Definitions)**

Existing	Amended/Added
<ul style="list-style-type: none"> • Camp – to pitch or occupy camp facilities; to use camp paraphernalia. 	<ul style="list-style-type: none"> • Camp or camping – to pitch or occupy camp facilities and or to use camp paraphernalia for living accommodation or habitation purposes.
<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • City – means City of Placentia, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or re-incorporated form.
<ul style="list-style-type: none"> • Civic Center Plaza – means the public complex located at 401-411 E. Chapman Avenue, Placentia. 	<ul style="list-style-type: none"> • Removed.
<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • Highway – means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel.
<ul style="list-style-type: none"> • Park – means the same as “city park” defined in Section 14.08.010 of this code. 	<ul style="list-style-type: none"> • Removed – incorporated into the definition of “public area”.
<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • Parkway – means the area of the street between the back of the curb and the sidewalk that is typically planted and landscaped.
<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • Personal property – means any and all tangible property, and includes, but it not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, and personal items such as luggage, clothing, and household items.

• **Section 10.34.020 (Definitions) continued**

Existing	Amended/Added
<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • Public area – means all property that is owned, managed, or maintained by the City, and shall include, but not be limited to any public street, building grounds, lot, parcel, park, plaza, or parking lot dedicated to the authorized use and enjoyment of the public.
<ul style="list-style-type: none"> • Street – means and includes all highways, avenues, lanes, alleys, courts, places, squares, sidewalks, parkways, curbs, or other public ways in the City which have been or may have hereafter be dedicated and open to public use, or other public property so designated in any law of this State 	<ul style="list-style-type: none"> • Public street – means and includes but is not limited to any street, road, highway, alley, sidewalk, park, bridge, culvert, drain, and other facilities or areas necessary for construction, improvement, and maintenance of streets and roads.
<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • Roadway – means that portion of a highway improved, designed, or ordinarily used for vehicular travel.
<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • Sidewalk – means that portion of the public right-of-way provided for the primary use of pedestrians along or adjacent to a street.
<ul style="list-style-type: none"> • Store – means to put aside or accumulate for use when needed, to put aside for safekeeping, to place or leave in a location. 	<ul style="list-style-type: none"> • Store or storing – means to put aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a location; which does not include any personal property that clearly has been abandoned or discarded and which clearly has no value.
<ul style="list-style-type: none"> • Not applicable. 	<ul style="list-style-type: none"> • Tent – means any tarp, cover, structure, or shelter, made of any material that is not open on all sides which hinders an unobstructed view behind or into the area surrounded by the tarp, cover or structure or shelter.

• **Section 10.34.030 (Unlawful Camping)**

Existing	Amended/Added
<ul style="list-style-type: none"> • It shall be unlawful for any person to camp, occupy camp facilities or use camp paraphernalia, except as otherwise provided, in the following areas: (1) Any street, (2) any public parking lot or public property areas, improved or unimproved, but not limited to the Civic Center Plaza site, (3) any park, except for camping authorized pursuant to Section 14.08.040 or 14.08.220 of this code. 	<ul style="list-style-type: none"> • It shall be unlawful for any person to camp, erect or occupy camp facilities or use camp paraphernalia in any public area within the City, except as otherwise provided in Section 10.34.050, or as mandated by applicable law.

• **Section 10.34.040 (Storage of Personal Property in Public Areas)**

Existing	Amended/Added
<ul style="list-style-type: none"> • Except as otherwise provided by resolution by the City Council, it is unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas: (1) any park, (2) any street, (3) any public parking lot or public property areas, improved or unimproved, including, but not limited to, the Civic Center Plaza site. 	<ul style="list-style-type: none"> • It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in any public area within the City, except as otherwise provided in Section 10.34.050, or as mandated by applicable law.

The following provisions did not previously exist in Chapter 10.34 of the PMC and are newly added sections:

Section 10.34.050 (Exceptions)

- This chapter does not apply to any person camping, occupying camp facilities, or using camp paraphernalia, or to any person storing personal property, including camp facilities and camp paraphernalia, in any public area designated by the City for such purposes. The

City Council may, by resolution or ordinance, establish one (1) or more specified areas of public property for such purposes

- Absent exigent circumstances relating to immediate threats to the public, health, safety, or welfare, the provisions of this chapter will not be enforced against indigent homeless persons sitting, lying, or sleeping on public property when no alternative shelter is available in accordance with the holding in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031.

Section 10.34.060 (Violations)

- Any violation of this chapter may be prosecuted as a misdemeanor, pursuant to Section 1.08.010 of this code, and may be redressed by any criminal, civil, or other legal remedies that may be available to the City to enforce violations of the Placentia Municipal Code or applicable state codes.

The proposed ordinance amendments will clarify definitions, and address provisions related to camping and storage of personal property in parks and all public spaces within the City. The proposed amendments will enable the Police Department to more effectively enforce provisions of the PMC relating to camping and storage of personal property.

Staff recommends that City Council review and consider the proposed ordinance and introduce for first reading Ordinance No. O-2021-09.

Prepared by:



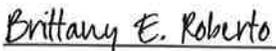
Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



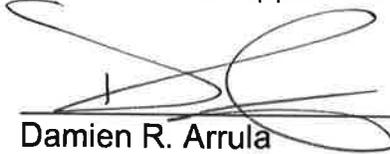
Karen Crocker
Director of Community Services

Reviewed and approved:



Brittany E. Roberto
Deputy City Attorney

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance O-2021-09 amending Chapter 10.34 of the PMC

ORDINANCE NO. O-2021-09

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA, AMENDING CHAPTER 10.34
(CAMPING AND STORAGE OF PERSONAL PROPERTY)
OF TITLE 10 (PEACE, MORALS AND SAFETY) OF THE
PLACENTIA MUNICIPAL CODE**

City Attorney Summary

This Ordinance would amend Chapter 10.34 of the City of Placentia Municipal Code in its entirety relating to the prohibitions against camping and storage of personal property on public property. The Ordinance makes it unlawful for any person to camp, erect or occupy camp facilities or use camp paraphernalia or store personal property in any public area within the City. Exceptions include areas so designated by the City for camping and/or storage of personal property. Absent exigent circumstances, the prohibitions against camping are not intended to be enforced if no alternative shelter is available pursuant to the holding in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031.

A. RECITALS

WHEREAS, the City of Placentia, pursuant to its police power, may adopt regulations to protect the health, safety and welfare of the public (Cal. Const. art. XI, § 7, Cal. Govt. Code § 37100); and

WHEREAS, the City Council of the City of Placentia finds there is currently a well-documented homeless crisis both at the state, county and local level; and

WHEREAS, the City Council of the City of Placentia finds this crisis and resulting unsanitary living conditions have created a resurgence in communicable diseases and other health and safety hazards; and

WHEREAS, the homeless crisis within the City has resulted in an intensification of unsanitary conditions of public property, which conditions constitute a public nuisance, all to the detriment of the public health, safety and welfare; and

WHEREAS, the City Council of the City of Placentia finds that there is an immediate need to amend the prohibitions against camping and storage of personal property on public property to both provide constitutional safeguards and enable effective and timely enforcement of the prohibition against camping and related activity on public property; and

WHEREAS, the City of Placentia, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000

et seq.) and State CEQA Guidelines (Sections 15000 et seq., Title 14 the California Code of Regulations) has determined that this Ordinance is not a “project” pursuant to Public Resources Code Section 21065, and that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378); and

WHEREAS, the City Council recognizes that there is a need to enact the restrictions contained in this Ordinance to preserve and protect the public peace, health, safety and welfare; and

WHEREAS, it is the City Council’s intent to comply with *Martin v. Boise*, 902 F.3d 1031 (9th Cir. 2018), while such case is applicable law within the jurisdiction of the Ninth Circuit Court of Appeals; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

B. ORDINANCE

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

SECTION 1. Recitals. The City Council finds that all the facts, findings, declarations and conclusions set forth in the above Recitals in this Ordinance are true and correct.

SECTION 2. Amendment to Chapter 10.34. Chapter 10.34 (Camping and Storage of Personal Property) of Title 10 (Peace, Morals and Safety) of the Placentia Municipal Code is hereby amended in its entirety to read as follows:

CHAPTER 10.34 CAMPING AND STORAGE OF PERSONAL PROPERTY

- 10.34.010 Purpose.
- 10.34.020 Definitions.
- 10.34.030 Unlawful camping.
- 10.34.040 Storage of personal property in public areas.
- 10.34.050 Exceptions.
- 10.34.060 Violations.

10.34.010 Purpose.

Public areas within the city should be accessible and available to residents and the public at large for their intended uses. The unauthorized use of public areas for camping and the storage of personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or

safety hazard that adversely affects residential and commercial areas. The purpose of this chapter is to maintain public areas in a clean, sanitary and accessible condition, to prevent the misappropriation of public areas for personal use, and to promote the public health and safety by ensuring that public areas remain readily accessible for their intended uses.

10.34.020 Definitions.

The following terms used in this chapter shall have the meanings indicated below:

“Camp” or “camping” means to pitch or occupy camp facilities and/or to use camp paraphernalia for living accommodation or habitation purposes.

“Camp facilities” include, but are not limited to, tents, huts, or temporary shelters.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.

“City” means the city of Placentia, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or re-incorporated form.

“Highway” means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel.

“Parkway” means the area of the street between the back of the curb and the sidewalk that typically is planted and landscaped.

“Personal property” means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, and personal items such as luggage, backpacks, clothing, and household items.

“Public area” means all property that is owned, managed or maintained by the city, and shall include, but not be limited to any public street, building, grounds, lot, parcel, park, plaza or parking lot dedicated to the authorized use and enjoyment of the public.

“Public street” means and includes but is not limited to any street, road, highway, alley, sidewalk, parkway, bridge, culvert, drain, and all other facilities or areas necessary for the construction, improvement, and maintenance of streets and roads.

“Roadway” means that portion of a highway improved, designed or ordinarily used for vehicular travel.

“Sidewalk” means that portion of the public right-of-way provided for the primary

use of pedestrians along or adjacent to a street.

“Store or “storing” means to put aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a location; which does not include any personal property that clearly has been abandoned or discarded and which clearly has no value.

“Tent” means any tarp, cover, structure or shelter, made of any material that is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarp, cover, structure or shelter.

10.34.030 Unlawful camping.

It shall be unlawful for any person to camp, erect or occupy camp facilities or use camp paraphernalia in any public area within the City, except as otherwise provided in Section 10.34.050, or as mandated by applicable law.

10.34.040 Storage of personal property in public areas.

It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in any public area within the city, except as otherwise provided in Section 10.34.050, or as mandated by applicable law.

10.34.050 Exceptions.

A. This chapter shall not apply to any person camping, occupying camp facilities or using camp paraphernalia, or to any person storing personal property, including camp facilities and camp paraphernalia, in any public area designated by the city for such purposes. The city council may, by resolution or ordinance, establish one (1) or more specified areas of public property for such purposes.

B. Absent exigent circumstances relating to immediate threats to the public health, safety, or welfare, the provisions of this chapter will not be enforced against indigent homeless persons sitting, lying, or sleeping on public property when no alternative shelter is available in accordance with the holding in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031. The exception set forth in this subsection B is only valid during the timeframe that the case of *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031 is applicable law within the jurisdiction of the Ninth Circuit Court of Appeals.

10.34.060 Violations.

Any violation of this chapter may be prosecuted as a misdemeanor, pursuant to Section 1.08.010 of this code, and may be redressed by any criminal, civil, or other legal remedies that may be available to the city to enforce violations of the Placentia Municipal Code or applicable state codes.

SECTION 3. CEQA. The City Council of the City of Placentia determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

SECTION 4. Inconsistencies. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on October 5, 2021.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia on October 5, 2021, and adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 2021 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: OCTOBER 5, 2021

SUBJECT: PUBLIC HEARING, INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2021-10 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 13.48 (STOPPING, STANDING, OR PARKING) OF TITLE 13 (VEHICLES AND TRAFFIC) TO THE PLACENTIA MUNICIPAL CODE REGARDING ON-STREET PARKING OF RECREATIONAL VEHICLES AND SLEEPING IN MOTOR VEHICLES

FISCAL
IMPACT: None

SUMMARY:

The Placentia Police Department and the Community Services Department noted that Chapter 13.48 of the Placentia Municipal Code (PMC) requires modification to address provision relating to stopping, standing, or parking of recreational vehicles, recreational apparatuses, and trailers. The proposed ordinance will prohibit the parking of recreational vehicles at all times unless an exception applies. Exceptions include parking recreational vehicles pursuant to permits issued by the Chief of Police or the Director of Community Services or their designees, parking recreational vehicles while patronizing a City business, provided that the vehicle is not left for more than two (2) hours, and parking recreational vehicles to perform emergency repairs.

Additional amendments to the PMC will add a new section to Chapter 13.48, Section 13.48.230, entitled "Sleeping in motor vehicles prohibited," to prohibit sleeping in motor vehicles parked anywhere in the City between 12:00 a.m. and 6:00 a.m., except on private residential property or in bona fide conditions of emergency or in the interest of public safety, and prohibit dwelling, as defined, in any motor vehicle parked on any street, sidewalk, alley, public right-of-way, or any other public property or any private property within the City at any time.

City staff have reviewed the current conditions and developed a proposed ordinance amending Chapter 13.48 to improve enforcement and clarity related to stopping, standing, or parking of recreational vehicles and sleeping and dwelling in motor vehicles.

Staff is recommending that the City Council conduct a public hearing to consider the attached ordinance and obtain public input regarding the proposed code amendments recommended by Staff and then introduce the ordinance for first reading.

2. c.
Oct. 5, 2021

RECOMMENDATION:

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

1. Open the public hearing concerning Ordinance No. O-2021-10; and
2. Receive the staff report and consider all public testimony; and
3. Close the public hearing; and
4. Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-10, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 13.48 (Stopping, Standing, or Parking) of Title 13 (Vehicles and Traffic) to the Placentia Municipal Code regarding on-street parking of recreational vehicles and sleeping in motor vehicles.

DISCUSSION:

The following table outlines the amendments to Chapter 13.48 of the PMC:

- **Section 13.48.190 (Recreational Vehicle Parking)**

Existing	Amended/Added
<ul style="list-style-type: none"> • Defines recreational vehicle as any motor home, travel trailer, park trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy, including, but not limited to, any vehicle described in California Health and Safety Code Section 18010 or successor statute. 	<ul style="list-style-type: none"> • Defines recreational vehicle as a motorhome, travel trailer, truck camper, camping trailer, or other vehicle or trailer, with or without motive power, designed or altered for human habitation for recreational, emergency, or other human occupancy. "Recreational vehicle" specifically includes, but is not limited to: a "recreational vehicle" as defined by California Health and Safety Code Section 18010; a "camp trailer," as defined by California Vehicle Code Section 242; a "fifth wheel travel trailer," as defined by California Vehicle Code Section 324; a "house car," as defined in California Vehicle Code Section 362; a "trailer" as defined in California Vehicle Code Section 630; a "trailer coach," as defined in California Vehicle Code Section 635; a mobile home, as defined by California Vehicle Code Section 396; a "park trailer" as defined in California Health &

	<p>Safety Code Section 18009.3; a “truck camper” as defined in California Health & Safety Code Section 18013.4; a van camper; and/or a van conversion.</p>
<ul style="list-style-type: none"> • Defines recreational apparatus as any device which may be used for camping or recreational purposes and which is not currently registered for operation on public streets, including, but not limited to, a jet-ski, sea doo, wave runners, all-terrain vehicles, motor bikes, camper unit or shell, boat, airplane, glider, off-highway vehicle or other device used for recreational purposes. 	<ul style="list-style-type: none"> • Not applicable.
<ul style="list-style-type: none"> • Defines trailer as any wheeled vehicle designed for carrying persons or property and for being drawn by a motor vehicle, including, but not limited to, a camp trailer, utility trailer, or trailer specially designed to carry motorcycles, airplanes, boats, and/or gliders. 	<ul style="list-style-type: none"> • Defines trailer as any wheeled vehicle designed for carrying property and for being drawn by a motor vehicle, including, but not limited to, utility trailer or trailer specially designed to carry motorcycles, airplanes, boats, and/or gliders. “Trailer” specifically includes, but is not limited to, a “utility trailer” as defined in California Vehicle Code Section 667.
<ul style="list-style-type: none"> • Prohibits recreational vehicle and trailer parking only between the hours of 2 a.m. and 6 a.m., with the following exceptions: (1) RVs parked pursuant to a permit issued by the Police Chief, and (2) commercial vehicle parked as authorized by Section 13.48.200. 	<ul style="list-style-type: none"> • Prohibits parking RVs, recreational apparatus and trailers on streets, alleys or public property in the City at all times unless an exception applies. Exceptions include: (1) permits issued by the Police Chief of Community Services Director or their designees, (2) RVs parked while the driver is patronizing a City business, provided that the RV is left for a period of 2 hours or less, and (3) when an RV is parked due to a mechanical breakdown and the owner, operator or a third party acting at the direction of the owner or operator is actively engaged in making emergency repairs to the vehicle, provided that the RV cannot be parked for such purpose for more than 24 hours.
<ul style="list-style-type: none"> • Types of permits: (1) permits to allow loading, unloading, cleaning, battery-charging, or activity incidental to travel, valid for up to 2 overnight periods, (2) permits for non-City residents to park adjacent to residence being visited, valid for a maximum of 7 days, and no more than 6 such permits may be 	<ul style="list-style-type: none"> • Types of permits: (1) 72-hour permits to permit City residents to load, unload, clean or perform activities incidental to travel. Limit of 12 non-consecutive permits per calendar year per address; (2) weekly permit to allow vehicle to park directly in front of or, if on a corner lot, on the side of, the address of the resident applying for the permit. Limit of 6 non-consecutive

<p>issued to a person or address annually; (3) permits for vehicles where the vehicle is used as the owner's sole means of transportation, valid for 12 month periods; and (4) permits for vehicles that must be kept near the owner's or lessee's residence for medical reasons.</p>	<p>weekly permits per year per address; and (3) daily permit for City park parking lots for out-of-town visitors visiting the City for recreational sporting events.</p>
<ul style="list-style-type: none"> • Permit system allowed anybody to obtain a permit. 	<ul style="list-style-type: none"> • New provisions will only allow 72-hour and weekly permits to be pulled by residents with valid City addresses. Only non-City residents are eligible for daily park parking permits.

The following section did not previously exist in Chapter 13.48 of the PMC and is a newly added sections:

Section 13.48.230 (Sleeping and Dwelling in Motor Vehicles Prohibited)

- It is unlawful for any person to sleep in or on any motor vehicle parked any place in the City, other than upon private residential property, at any time between the hours of 12:00 a.m. and 6:00 a.m., or to dwell and/or live in or on any motor vehicle parked upon any City owned, operated, or maintained street, sidewalk, alley, public right-of-way, or any other public property or any private property within the City at any time.
- This section is not intended to prohibit the use of campers or motor coaches or motor vans for sleeping and/or dwelling purposed where the same are parked in authorized trailer court or campsite within the City.
- As used in this section, "dwell" means to use as a basic residence for shelter, sleeping and/or cooking purposes in lieu of traditional code compliant building structures designed for human habitation.
- Sleeping in a motor vehicle for a limited time, not exceeding four (4) hours, under bona fide conditions of emergency, or in the interest of the public safety, shall not constitute a violation of this section.
- No person shall be cited under this section unless the person engages in conduct prohibited by this section after having been notified by a law enforcement officer that he or she is in violation of the prohibition in this section

The proposed ordinance addresses provisions related to stopping, standing, or parking of recreational vehicles on public property and adds a new section to Chapter of 13.48 of the PMC to address sleeping and dwelling in motor vehicles in public spaces within the City.

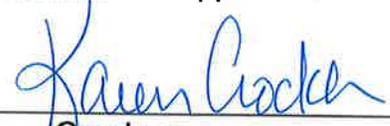
Staff recommends that City Council review and consider the proposed ordinance and introduce for first reading Ordinance No. O-2021-10.

Prepared by:



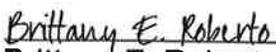
Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



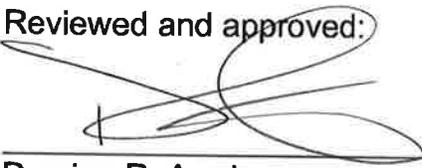
Karen Crocker
Director of Community Services

Reviewed and approved:



Brittany E. Roberto
Deputy City Attorney

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance O-2021-10 amending Section 13.48 of the PMC

ORDINANCE NO. O-2021-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 13.48 (STOPPING, STANDING OR PARKING) OF TITLE 13 (VEHICLES AND TRAFFIC) OF THE PLACENTIA MUNICIPAL CODE REGARDING ON-STREET PARKING OF RECREATIONAL VEHICLES AND SLEEPING IN MOTOR VEHICLES

City Attorney Summary

This Ordinance would amend Section 13.48.190 (Overnight On-Street Parking of Recreational Vehicles, Recreational Apparatus and Trailers) of Chapter 13.48 (Stopping, Standing or Parking) of Title 13 (Vehicles and Traffic) of the Placentia Municipal Code to prohibit the parking of recreational vehicles, recreational apparatus and trailers at all times, unless an exception applies. Exceptions include parking recreational vehicles pursuant to permits issued by the Police Chief or Community Services Director or their designees, parking recreational vehicles while patronizing a City business, provided that the vehicle is not left for more than two (2) hours, and parking recreational vehicles to perform emergency repairs.

This Ordinance would also add a new Section 13.48.230, entitled "Sleeping in Motor Vehicles Prohibited", to Chapter 13.48 to prohibit sleeping in motor vehicles parked anywhere in the City between 12:00 a.m. and 6:00 a.m., except on private residential property or in bona fide conditions of emergency or in the interest of public safety, and prohibit dwelling, as defined, in any motor vehicle parked on any City-owned, operated, or maintained street, sidewalk, alley, public right-of-way, or any other public property or any private property within the City at any time.

A. RECITALS

WHEREAS, the City of Placentia, pursuant to its police power, may adopt regulations to protect the health, safety and welfare of the public (Cal. Const. art. XI, § 7, Cal. Govt. Code § 37100), and thereby is authorized to declare what use and condition constitutes a public nuisance; and

WHEREAS, California Vehicle Code Sections 22507 and 22507.5 empower cities to regulate vehicular parking within their jurisdictions; and

WHEREAS, Section 13.48.190 (Overnight On-Street Parking of Recreational Vehicles, Recreational Apparatus and Trailers) of Chapter 13.48 (Stopping, Standing or Parking) of Title 13 (Vehicles and Traffic) of the Placentia Municipal Code currently prohibits the parking of recreational vehicles, recreational apparatus, and trailers on any public street, highway, roadway, alley or thoroughfare between the hours of 2:00 a.m.

and 6:00 a.m., except with a valid permit issued by the Chief of Police in accordance with Section 13.48.190; and

WHEREAS, public streets in the City of Placentia are frequently used to regularly or routinely park or store certain vehicles built or modified to temporarily or permanently house persons or animals, such as recreational vehicles, campers, trailers, motorhomes, and boats, hereafter referred to collectively, for convenience, as “RVs”; and

WHEREAS, the regular or routine parking and/or storage of RVs on City streets raises public safety concerns, including obstruction of access to rights-of-way, reduced site distance, and reduced visibility, all of which have a detrimental effect on the public health, safety, welfare and quality of life in the City of Placentia; and

WHEREAS, the regular or routine parking and/or storage of RVs creates public health and safety concerns due to the occurrence of illegal discharges of septic waste, wastewater, fuels, trash or garbage from such vehicles into City streets, sewers or storm drains; and

WHEREAS, further restricting the parking of RVs will mitigate the public health and safety concerns associated with the parking of RVs, will increase the availability of parking for City residents and visitors, and will preserve the character of neighborhoods to benefit the health, safety and welfare of City residents; and

WHEREAS, the City desires to further restrict RV parking on City streets pursuant to the City’s police power and the authority granted by Vehicle Code Sections 22507 and 22507.5; and

WHEREAS, the City Council of the City of Placentia finds there is currently a well-documented homeless crisis both at the state, county and local level; and

WHEREAS, the City Council of the City of Placentia finds this crisis and resulting unsanitary living conditions have created a resurgence in communicable diseases and other health and safety hazards; and

WHEREAS, the homeless crisis within the City has resulted in an intensification of unsanitary conditions of public property, including but not limited to persons camping in public places and dwelling in vehicles, which conditions constitute a public nuisance, all to the detriment of the public health, safety and welfare; and

WHEREAS, the City Council of the City of Placentia finds that there is an immediate need to establish a prohibition against sleeping in vehicles to both provide constitutional safeguards and enable effective and timely enforcement of the prohibition against camping and related activity on public property; and

WHEREAS, the City Council of the City of Placentia recognizes that there is a need to enact the restrictions contained in this Ordinance to preserve and protect the public peace, health, safety and welfare; and

WHEREAS, it is the City Council's intent to comply with *Martin v. Boise*, 902 F.3d 1031 (9th Cir. 2018), while such case is applicable law within the jurisdiction of the Ninth Circuit Court of Appeals; and

WHEREAS, the City of Placentia, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA Guidelines (Sections 15000 et seq., Title 14 the California Code of Regulations) has determined that this Ordinance is not a "project" pursuant to Public Resources Code Section 21065, and that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378); and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

B. ORDINANCE

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

SECTION 1. Recitals. The City Council finds that all the facts, findings, declarations and conclusions set forth in the above Recitals in this Ordinance are true and correct.

SECTION 2. Amendment to Section 13.48.190. Section 13.48.190 of Chapter 13.48 (Stopping, Standing or Parking) of Title 13 (Vehicles and Traffic) of the Placentia Municipal Code is hereby amended to read as follows:

Section 13.48.190 Recreational vehicle parking.

(a) Prohibition. Except as set forth in this section, no person shall park or leave standing any recreational vehicle, recreational apparatus or trailer on any public or private street, alley, or public property in the city.

(1) For purposes of this section, a "recreational vehicle" means a motorhome, travel trailer, truck camper, camping trailer, or other vehicle or trailer, with or without motive power, designed or altered for human habitation for recreational, emergency, or other human occupancy. "Recreational vehicle" specifically includes, but is not limited to: a "recreational vehicle" as defined by California Health and Safety Code Section 18010; a "camp trailer," as defined by California Vehicle Code Section 242; a "fifth wheel travel trailer," as defined by California Vehicle Code Section 324; a "house car," as defined in California Vehicle Code Section 362; a "trailer" as defined in California Vehicle Code Section 630; a "trailer coach," as defined in

California Vehicle Code Section 635; a mobile home, as defined by California Vehicle Code Section 396; a "park trailer" as defined in California Health & Safety Code Section 18009.3; a "truck camper" as defined in California Health & Safety Code Section 18013.4; a van camper; and/or a van conversion.

(2) For purposes of this section, "recreational apparatus" means any wheeled vehicle designed for carrying property and for being drawn by a motor vehicle, including, but not limited to, utility trailer or trailer specially designed to carry motorcycles, airplanes, boats, and/or gliders.

(3) For purposes of this section, a "trailer" means any wheeled vehicle designed for carrying property and for being drawn by a motor vehicle, including, but not limited to, utility trailer or trailer specially designed to carry motorcycles, airplanes, boats, and/or gliders. "Trailer" specifically includes, but is not limited to, a "utility trailer" as defined in California Vehicle Code Section 667.

(b) Exceptions. The prohibition set forth in subsection (a) shall not apply:

(1) When a permit has been issued by the chief of police or designee or director of community services or designee pursuant to this section or this code.

(2) When a recreational vehicle is parked or left standing in a legal parking space while the driver of such vehicle patronizes any city business, food establishment, or commercial establishment, provided that the recreational vehicle is parked or left standing for a period not to exceed two (2) hours.

(3) When a recreational vehicle is parked or left standing as a result of a mechanical breakdown and the owner or operator or a third party acting at the direction of the owner or operator, including, but not limited to, a licensed mechanic, is actively engaged in making emergency repairs on the vehicle, provided that the recreational vehicle is parked or left standing for a period not to exceed twenty-four (24) hours.

(c) 72-hour permit. The chief of police or designee may issue a 72-hour recreational vehicle parking permit to city residents for the sole purpose of loading, unloading, cleaning or performing activities incidental to travel. The permit shall only allow the parking of a recreational vehicle directly in front of, or, if the property is on a corner lot, on the side of, the address of the resident applying for the permit. No more than 12 non-consecutive 72-hour permits shall be issued in any calendar year per residential address, with at least one day in between each 72-hour permit issuance.

- (d) Weekly permit. The chief of police or designee may issue weekly recreational vehicle parking permits to city residents. The permit shall only allow the parking of a recreational vehicle directly in front of, or, if the property is on a corner lot, on the side of, the address of the resident applying for the permit. The duration of the permit shall not exceed seven days. No more than six non-consecutive weekly permits shall be issued in any calendar year per residential address, with at least one day in between each weekly permit issuance.
- (e) Daily permit for city park parking lots. The director of community services may issue daily recreational parking permits to out-of-town visitors who are visiting the city for recreational sporting events to allow the parking of such vehicle in a city park parking lot. The permit shall only allow the parking of a recreational vehicle in the city park parking lot at which the sporting event is being held. The duration of the permit shall not exceed the hours for which access has been granted to the park for the sporting event. The permit shall not allow the overnight parking of a recreational vehicle in a city park parking lot. No more than three daily permits shall be issued in any calendar month to any out-of-town visitor. As used in this subsection, "out-of-town visitor" means any person who does not reside in the city.
- (f) One permit per address. No more than one permit per address shall be issued at any time.
- (g) Administrative regulations. The chief of police and director of community services, with approval of the city administrator, shall have the authority to promulgate administrative regulations and an application process for the issuance of permits authorized by this section.
- (h) Fees. The city council may, by resolution, establish fees to defray the cost of processing recreational vehicle parking permits.

SECTION 3. Amendment to Chapter 13.48. Chapter 13.48 (Stopping, Standing or Parking) of Title 13 (Vehicles and Traffic) of the Placentia Municipal Code is hereby amended to add a new Section 13.48.230 to read as follows:

Section 13.48.230 Sleeping and dwelling in motor vehicles prohibited; exception.

It is unlawful for any person to sleep in or on any motor vehicle parked any place in the city, other than upon private residential property, at any time between the hours of 12:00 a.m. and 6:00 a.m., or to dwell and/or live in or on any motor vehicle parked upon any city owned, operated, or maintained street, sidewalk, alley, public right-of-way, or any other public property or any private property within the city at any time. This section is not intended to prohibit the use of campers or motor coaches or motor vans for sleeping and/or dwelling purposes where the same are parked in an authorized trailer court or

campsite within the city. As used in this section, “dwell” means to use as a basic residence for shelter, sleeping and/or cooking purposes in lieu of traditional code compliant building structures designed for human habitation.

Notwithstanding the foregoing, sleeping in a motor vehicle for a limited time, not exceeding four hours, under bona fide conditions of emergency, or in the interest of public safety, shall not constitute a violation of this section.

No person shall be cited under this section unless the person engages in conduct prohibited by this section after having been notified by a law enforcement officer that he or she is in violation of the prohibition in this section.

SECTION 4. CEQA. The City Council of the City of Placentia determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

SECTION 5. Inconsistencies. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 6. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 5th day of October, 2021.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia on October 5, 2021, and adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 2021 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: OCTOBER 5, 2021

SUBJECT: **PUBLIC HEARING, INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2021-11 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 14.08 (PARKS AND PLAYGROUNDS) OF TITLE 14 (PUBLIC PROPERTY) OF THE PLACENTIA MUNICIPAL CODE**

FISCAL
IMPACT: None

SUMMARY:

The Community Services Department and the Placentia Police Department noted the Placentia Municipal Code ("PMC") requires modification to address provisions relating to park hours, the presence of vehicles in City parks after hours, and use of park restrooms. The current hours for City parks are 5:30 a.m. to 10:30 p.m. and are noted in the existing PMC. Due to the late park hours, the City is experiencing an increase of vehicles and people in various parks during overnight hours. Residents throughout the City have expressed concern for the increase in overnight parking and people loitering after hours.

City staff have reviewed the current conditions and developed a proposed ordinance to amend Chapter 14.08 of the PMC to improve enforcement and clarity related to park hours, presence of vehicles in City parks after hours, and use of park restrooms. Staff also conducted a survey of eight (8) nearby cities regarding park hours and six (6) of those cities reported their park hours as sunrise to sunset. The proposed ordinance amends the current provisions of the PMC to update park hours to 5:30 a.m. to 9:00 p.m. This update to park hours will allow for Community Services Department staff and Police Department staff to better monitor the parks and enforce regulations and will align more closely with park hours set by neighboring cities. Additional amendments to the PMC address overnight parking in parks, use of public park restrooms and updates to definitions to clarify the Department name, Commission, public entity, and vehicles. Exceptions are provided for vehicles/individuals being present in parks after hours while attending a City-sponsored or City-approved event or program.

Staff is recommending that the City Council conduct a public hearing to consider the attached ordinance and obtain public input regarding the proposed code amendments recommended by Staff and then introduce the ordinance for first reading.

2. d.
Oct. 5, 2021

RECOMMENDATION:

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

1. Open the public hearing concerning Ordinance No. O-2021-11; and
2. Receive the staff report and consider all public testimony; and
3. Close the public hearing; and
4. Find that the recommended actions are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-11, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 14.08 (Parks and Playgrounds) of Title 14 (Public Property) of the Placentia Municipal Code.

DISCUSSION:

The following tables outline the substantive proposed amendments to Chapter 14.08 of the PMC. Other amendments clarify and update outdated provisions.

- **Section 14.08.10 (Definitions)**

Existing	Amended/Added
<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Commission – refers to the Parks, Arts, and Recreation Commission, as such commission may be renamed from time to time.
<ul style="list-style-type: none"> • RAHS – refers to Recreation and Human Services 	<ul style="list-style-type: none"> • CS Department – refers to the Community Services Department.
<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Public Entity – includes a City, special district, and the State of California.
<ul style="list-style-type: none"> • Vehicle- means any wheeled conveyance, whether motor powered, animal drawn, or self-propelled. The term includes any trailer in tow of any size, kind or description. Exception is made for baby carriages, wheelchairs and vehicles in service of City parks 	<ul style="list-style-type: none"> • Vehicle – refers to “motor vehicle” as such term is defined in California Vehicle Code section 415.

• **Section 14.08.020 (Compliance)**

Existing	Amended/Added
<ul style="list-style-type: none"> • Within limits of, and in certain cases in areas adjacent to, any City owned park, no person shall do any of the acts mentioned in Sections 14.08.030 through 14.08.220 	<ul style="list-style-type: none"> • No person shall enter, be, or remain in any City park or facility unless he or she complies with all applicable regulations set forth in this chapter.

• **Section 14.08.030 (Hours Open to the Public)**

Existing	Amended/Added
<ul style="list-style-type: none"> • No person shall loiter or remain in any public park between the hours of ten-thirty (10:30 p.m.) and five-thirty (5:30 a.m.) of the following day unless written permission to the contrary is granted by the RAHS Department. The Recreation and Parks Commission may also change parks hours if deemed necessary due to excessive vandalism, drugs, alcohol problems, or deviant behavior 	<ul style="list-style-type: none"> • No person shall enter stay, loiter or remain in any City park between the hours of 9:00 p.m. and 5:30 a.m. of the following day, provided, however, that it shall not be violation of this section for a person to be present in a park while attending a City-sponsored or City-approved event or activity that extends beyond the park hours.

• **Section 14.08.040 (Camping in Parks)**

Existing	Amended/Added
<ul style="list-style-type: none"> • No person shall camp or lodge therein, without permission issued by the RAHS Department for special campouts, and/or activities 	<ul style="list-style-type: none"> • No person shall camp in any City park without first obtaining a permit from the CS Department.

• **Section 14.08.080 (Vehicles)**

<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Drive, park and/or allow a vehicle to remain within a City park, including any parking lot therein, during the hours the park is closed to the public pursuant to Section 14.08.030. A vehicle parked in violation of this subsection is subject to citation and/or impoundment. The prohibitions of this subsection shall not apply to vehicles owned by, or providing service pursuant to an agreement with, the City or other public entity or a public utility, and operators thereof, while such vehicle is being used for the official business of that public entity or utility.
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- **Section 14.08.190 (Restrooms)**

Existing	Amended/Added
	No person shall:
<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Occupy a park restroom for more than twenty (20) minutes per hour or at any time during which such facility has been closed to the public. This provision shall not apply to persons maintaining or repairing park restrooms as an employee or contractor of the City or to the use of a park restroom by a person who is disabled within the meaning of the Americans with Disabilities Act and because of that disability requires longer than 20 minutes to use such facility.
<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Use any park restroom to wash any portion of their body other than their hands, arms, neck and face, unless such restroom is equipped with shower facilities. This provision shall not apply to parents or guardians washing their children under five (5) years of age.
<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Disrobe in any park restroom, except in a designated stall or changing area.
<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • Use any place near a tree, in shrubbery or anywhere else in a park as a substitute for the public restrooms.
<ul style="list-style-type: none"> • Not applicable 	<ul style="list-style-type: none"> • The City of Placentia is committed to taking a holistic approach to addressing the causes of, as well as deterring, certain public conduct on public property, including, but not limited to, criminal activity at parks and in park restrooms (This language is included in the recitals of the proposed ordinance)

The proposed ordinance amendments will clarify outdated definitions, update park hours, and address overnight parking of vehicles in City parks including parking lots. The proposed amendments will enable the Police Department to more effectively enforce provisions of the PMC relating to the use of parks, park parking lots and park restrooms.

Staff recommends that City Council review and consider the proposed ordinance and introduce for first reading Ordinance No. O-2021-11.

Prepared by:



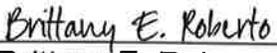
Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



Karen Crocker
Director of Community Services

Reviewed and approved:



Brittany E. Roberto
Deputy City Attorney

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Ordinance O-2021-11 amending Chapter 14.08 of the PMC

ORDINANCE NO. O-2021-11

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA, AMENDING CHAPTER 14.08
(PARKS AND PLAYGROUNDS) OF TITLE 14 (PUBLIC
PROPERTY) OF THE PLACENTIA MUNICIPAL CODE**

City Attorney Summary

This Ordinance would amend provisions of Chapter 14.08 (Parks and Playgrounds) of the City of Placentia Municipal Code relating to definitions, park hours and the presence of vehicles in City parks after hours. The Ordinance revises park hours from 5:30 a.m. to 10:30 p.m. to 5:30 a.m. to 9:00 p.m., but provides an exception if a person is present in a park to attend a City-sponsored or City-approved event or activity that extends beyond park hours. The Ordinance makes it unlawful for any person to drive, park and/or allow a vehicle to remain within a City park during the hours the park is closed to the public, subject to certain exceptions. The Ordinance also makes it unlawful to occupy park restrooms for more than 20 minutes or to use park restrooms to wash any part of a person's body other than their hands, arms, neck and face. The Ordinance also makes certain clarifying changes throughout Chapter 14.08.

A. RECITALS

WHEREAS, the City of Placentia, pursuant to its police power, may adopt regulations to protect the health, safety and welfare of the public (Cal. Const. art. XI, § 7, Cal. Govt. Code § 37100); and

WHEREAS, the City of Placentia is committed to taking a holistic approach to addressing the causes of, as well as deterring, certain public conduct on public property, including, but not limited to, criminal activity at parks and in park restrooms; and

WHEREAS, the City of Placentia desires to modify its park hours based upon input received from the community; and

WHEREAS, the City of Placentia desires to clarify that park hours apply to parking lots at City-owned parks by prohibiting the parking of motor vehicles in City parks while such parks are closed; and

WHEREAS, the City of Placentia desires to make certain clarifying changes throughout Chapter 14.08 (Parks and Playgrounds) of Title 14 (Public Property) of the Placentia Municipal Code; and

WHEREAS, the City of Placentia, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000

et seq.) and State CEQA Guidelines (Sections 15000 et seq., Title 14 the California Code of Regulations) has determined that this Ordinance is not a “project” pursuant to Public Resources Code Section 21065, and that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378); and

WHEREAS, the City Council recognizes that there is a need to enact the restrictions contained in this Ordinance to preserve and protect the public peace, health, safety and welfare; and

WHEREAS, it is the City Council’s intent to comply with *Martin v. Boise*, 902 F.3d 1031 (9th Cir. 2018), while such case is applicable law within the jurisdiction of the Ninth Circuit Court of Appeals; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

B. ORDINANCE

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

SECTION 1. Recitals. The City Council finds that all the facts, findings, declarations and conclusions set forth in the above Recitals in this Ordinance are true and correct.

SECTION 2. Amendments to Chapter 14.08. Sections 14.08.010 (Definitions), 14.08.020 (Limitations), 14.08.030 (Hours Parks Open to Public), 14.08.040 (Camping in Parks), 14.08.050 (Use of Firearms and Fireworks), 14.08.070 (Fires), 14.08.080 (Vehicles), 14.08.090 (Animals—Riding, Driving and Running at Large), 14.08.150 (Soliciting Business—Selling Merchandise or Posting Handbills), 14.08.160 (Public Assemblies and Meetings in or Adjacent to Parks), 14.08.190 (Loitering—Indecent Display), 14.08.200(2) (Playing Games—Use of Recreational Equipment), 14.08.220 (Use of Picnic Facilities) and 14.08.230 (Granting of Permits) of Chapter 14.08 (Parks and Playgrounds) of Title 14 (Public Property) of the Placentia Municipal Code are hereby amended to read as follows:

14.08.010 Definitions.

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

- (1) “Camp” means to establish a site for temporary overnight lodging;
- (2) “City park” or “park” means a park, reservation, playground, recreation

center or any other area in the city, owned or used by the city and devoted to active or passive recreation;

(3) "Commission" refers to the Park, Arts and Recreation Commission, as such commission may be renamed from time to time.

(3) "CS department" refers to the Community Services Department;

(4) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind;

(5) "Public entity" includes a city, county, special district and the State of California.

(6) "Recreation leader" means a person immediately in charge of park area and its activities;

(7) "Vehicle" refers to "motor vehicle" as such term is defined in California Vehicle Code section 415.

14.08.020 Compliance.

No person shall enter, be, or remain in any city park or facility unless he or she complies with all applicable regulations set forth in this chapter.

14.08.030 Hours parks open to public.

No person shall enter, stay, loiter or remain in any city park between the hours of 9:00 p.m. and 5:30 a.m. of the following day, provided, however, that it shall not be violation of this section for a person to be present in a park while attending a city-sponsored or city-approved event or activity that extends beyond park hours.

14.08.040 Camping in parks.

No person shall camp in any park without first obtaining a permit from the CS department.

14.08.050 Firearms; fireworks.

(a) Firearms. No person shall possess any firearm, air gun, slingshot, bow and arrow, crossbow, BB gun, or other regulated or generally prohibited weapon under the California Penal Code, nor shall any person discharge or shoot any firearm, air gun, slingshot, bow and arrow, crossbow, BB gun, or other regulated or generally prohibited weapon under the California Penal Code, within any city park. This restriction does not apply to the display or use of firearms and other weapons as part of a public event approved by the city under a special event permit that specifically authorizes, with appropriate conditions, the display or use of firearms and/or other weapons.

(b) Fireworks. No person shall discharge or cause to be discharged any fireworks within any city park. As used herein, "fireworks" has the meaning set forth in California Health and Safety Code section 12511. This provision does not prevent the holding of fireworks exhibitions or displays in city parks as part of a public event approved by the city under a special event permit that specifically authorizes, with appropriate conditions, fireworks exhibitions or displays.

14.08.070 Fires.

No person shall make fires in any other places than in stoves or pits provided by the city for that purpose without prior approval from the CS department. The fire department may issue special permits for fires in such places or locations as may be deemed safe or which do not interfere with the public welfare provided prior approval has been granted by the CS department. Except for charcoal lighter fluid, flammable or combustible liquids are prohibited from use. In addition, the Uniform Fire Code as adopted in this Municipal Code must be adhered to at all times. Fires are to be fully extinguished before vacating fire area. Fires are to be attended by persons over twenty-one (21) years of age at all times until extinguished.

14.08.080 Vehicles.

No person shall, within any city park:

(1) Drive any vehicle, bicycle or automobile elsewhere than on the roads or drives provided for such purposes unless written permission is granted by the CS department for loading and unloading equipment, portable booths or other items;

(2) Drive or have any truck, wagon, cart or other vehicle carrying goods or employed in carrying goods, merchandise, lumber, machinery, oil, manure, dirt, sand or oil or any article of trade or commerce whatsoever upon any road or drive except with written permission from the CS department;

(3) Fail to comply with all applicable provisions of the state motor vehicle traffic laws in regard to equipment and operation of vehicles together with such regulations as set forth in this chapter and this code;

(4) Fail to obey all traffic officers and recreation leaders, such persons being authorized and instructed to direct traffic whenever and wherever needed in the parks and on the highways, streets or roads immediately adjacent thereto in accordance with the provisions of these regulations and such supplementary regulations as may be issued by the CS department;

(5) Fail to observe all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control and to safeguard life and property;

- (6) Ride or drive a vehicle at a rate of speed exceeding ten (10) miles per hour;
- (7) Park a vehicle in other than an established or designated parking area, and such uses shall be in accordance with the posted directions thereat and with the instructions of any attendant who may be present;
- (8) Drive, park and/or allow a vehicle to remain within a city park, including any parking lot therein, during the hours the park is closed to the public pursuant to Section 14.08.030. A vehicle parked in violation of this subsection is subject to citation and/or impoundment. The prohibitions of this subsection shall not apply to vehicles owned by, or providing service pursuant to an agreement with, the city or other public entity or a public utility, and operators thereof, while such vehicle is being used for the official business of that public entity or utility.
- (9) Leave a vehicle standing or parked at night without lights clearly visible for at least seventy-five (75) feet from both front and rear on any driveway or road area except legally established parking areas;
- (10) Ride any other person on a bicycle;
- (11) Leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available;
- (12) Leave a bicycle lying on the ground or paving, or set against trees, or in any place or position where other persons may trip over or be injured by them;
- (13) Ride a bicycle during the period between thirty (30) minutes after sunset and thirty (30) minutes before sunrise without an attached headlight plainly visible at least two hundred (200) feet in front of, and with a red tail light or red reflector plainly visible at least two hundred (200) feet from the rear of such bicycle.

14.08.090 Animals—Riding, driving and running at large.

- (1) Ride or drive any horse or animal in any city park;
- (2) Land or let loose any animal, reptile or fowl of any kind; provided, that this shall not apply to dogs when led by a leash, not more than six (6) feet long, and, provided further, that the CS department may issue permits for temporary exhibitions of animals, fowls or reptiles under such circumstances as, in its judgment, may warrant such a permit;
- (3) Hitch or fasten any dog or other animal in any city park;
- (4) Permit, either willfully or through failure to exercise due care of control, any dog to defecate or urinate within a public park. The person having custody of any dog shall immediately remove any feces deposited by such dog;

(5) Notwithstanding any other provision of the Placentia Municipal Code, no person shall allow or permit any dog, except guide dogs, service dogs or signal dogs, as the same are defined in California Civil Code Section 54.1, as the same may be amended from time to time hereinafter, on, upon or in any designated athletic fields or playgrounds in any city park. The director of public works is authorized to place such signs or announcements of the provisions of this subsection as is deemed practical or necessary.

14.08.150 Posting handbills.

No person shall post, attach, affix or erect any handbill, notice, sign, paper or advertising device or matter anywhere in any city park without first obtaining a permit from the CS department.

14.08.160 Public assemblies and meetings in or adjacent to parks.

Public meetings in parks and adjacent to parks shall governed by the following regulations:

(1) No person shall hold, conduct or address any assemblage, meeting or gathering of persons, or make or deliver any public speech, lecture or discourse, or conduct or take part in any public debate or discussion in any public park in the city without a written permit granted by the CS department. The CS department is empowered to grant permits authorizing any person, society, association or organization to hold or conduct an assemblage, meeting or gathering of persons to make or deliver any public speech, lecture or discourse at any such assemblage, meeting or gathering of persons for the purpose of the observance of or in commemoration of the anniversary of the declaration of national independence, or for other public celebrations, events or demonstrations of patriotic, municipal or memorial character.

Any permit granted pursuant to the provisions of this section shall specify the time when and the place where such assemblage, meeting or gathering of persons shall be held or conducted and such speech, lecture or discourse shall be made or delivered and shall designate the name of the person, society, association or organization to whom such permit is granted;

(2) The commission may recommend rules and regulations governing the holding of such assemblages, speeches, lectures or debates. The CS department may revoke or suspend permits issued for the holding of the same where the permittee violates or permits any infraction of such rules or regulations or any other law or ordinance;

(3) No company, society or organization of more than twenty-five (25) persons shall hold or conduct any picnic, celebration, parade, service or exercises in any public park without first obtaining written permission from the CS department. No person shall take part in any picnic, celebration, parade, service or exercises held or conducted contrary to the provisions of this section;

(4) No person shall hold, conduct, or address any assemblage meeting or gathering of persons, or make or deliver any public speech, lecture or discourse, or conduct or take part in any public debate or discussion in any public street, highway, road, alley, lane, court, place, trail or drive within two hundred (200) feet of any public park, unless under and by authority of a written permit from the CS department;

(5) The action of the director of the CS department in regard to the granting or denial of permit, its consent or imposition of rules and regulations shall be final; provided, however, that the applicant may, within seven (7) calendar days of the decision of the director of the CS department appeal to the city council in writing. If there is no appeal to the city council in writing within seven (7) calendar days after the decision of the director of the CS department, then the decision of the director of the CS department shall be conclusively final. The written appeal shall be filed with the city clerk;

In the event that there is such an appeal, the city council shall determine the merits of the appeal at its next regularly scheduled meeting following the filing of the appeal. The decision of the city council in such matter shall be final.

14.08.190 Restrooms.

No person shall:

(1) If over eight (8) years of age, enter a restroom set apart for the use of the opposite sex;

(2) Occupy a park restroom for more than twenty (20) minutes per hour or at any time during which such facility has been closed to the public. This provision shall not apply to persons maintaining or repairing park restrooms as an employee or contractor of the city or to the use of a park restroom by a person who is disabled within the meaning of the Americans with Disabilities Act and because of that disability requires longer than 20 minutes to use such facility.

(3) Use any park restroom to wash any portion of their body other than their hands, arms, neck and face, unless such restroom is equipped with shower facilities. This provision shall not apply to parents or guardians washing their children under five (5) years of age;

(4) Disrobe in any park restroom, except in a designated stall or changing area.

(5) Use any place near a tree, in shrubbery or anywhere else in a park as a substitute for the public restrooms.

14.08.200 Playing games—Use of recreational equipment.

(2) Take part in or abet the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins or horseshoes except in such

areas set apart for such forms of recreation. Nor shall any person pitch, putt or drive golf balls within or into any city park. The playing of rough or comparatively dangerous games such as tackle football, hockey, baseball and quoits is prohibited except on the fields and courts or areas provided therefore. Roller-skating, skateboarding and motocross bike riding shall be confined to those areas specifically designed for such pastimes. Dunk tanks, "moon bouncers," etc., shall not be used without first obtaining a permit from the CS department.

14.08.220 Use of picnic facilities.

No person shall:

(1) Picnic or lunch in places other than those designated for that purpose. Recreation leaders shall have the authority to regulate activities in such areas when necessary to prevent congestion. Visitors shall comply with any directions given to achieve this end. Use of city-owned barbeques, grills or similar cooking devices, together with tables and benches shall follow generally the rule of first-come, first-served unless otherwise posted. Permittees shall have first priority for usage of all picnic facilities;

(2) Use any portion of the picnic areas or the buildings or structures therein for any purpose to the exclusion of other persons, nor shall any person use such area and facilities for an unreasonable time if the facilities are crowded, unless a permit has been granted therefor by the CS department;

(3) Leave a picnic area before the fire is completely extinguished and before all trash in the nature of boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If no trash receptacles are available, then refuse and trash shall be carried away from the park area by the picnicker to be properly disposed of elsewhere.

14.08.230 Granting of permits.

(a) A permit shall be obtained from the CS department for special uses of all buildings and parks.

(b) A person seeking issuance of such a permit shall file an application with the CS department no more than six (6) months nor less than ten (10) working days prior to date of usage.

(c) The application shall state:

(1) The name and address of the applicant;

(2) The name and address of the person, persons, corporation or association sponsoring the activity, if any;

- (3) The day and hours for which the permit is desired;
- (4) The park, building or portion thereof for which such permit is desired;
- (5) An estimate of the anticipated attendance;
- (6) Request for special equipment set up, etc., if required;
- (7) The nature of the use;
- (8) Any other information which the CS department finds reasonably necessary to a fair determination as to whether a permit should be issued.

(d) A permittee shall be bound by all park rules and regulations and all applicable Municipal Code sections as though the same were inserted in the permit.

(e) A permittee shall secure necessary permits from the finance department, police department and/or fire department as required.

SECTION 3. CEQA. The City Council of the City of Placentia determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

SECTION 4. Inconsistencies. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Certification. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on October 5, 2021.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2021.

Craig S. Green, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia on October 5, 2021, and adopted at a regular meeting of the City Council of the City of Placentia, held on the ____ day of _____, 2021 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: OCTOBER 5, 2021

SUBJECT: **APPOINTMENT TO THE BLUE RIBBON COMMITTEE FOR THE SENIOR/COMMUNITY CENTER PROJECT FOR COUNCIL DISTRICT ONE**

FISCAL IMPACT: NONE

SUMMARY:

On July 20, 2021, the City Council authorized the formation of a Blue Ribbon Committee (the "Committee") to assist the City in identifying the needs and recommended design components for a proposed Senior/Community Center suggested to be constructed at Tri-City Park.

The Committee is comprised of nine (9) members: one (1) appointed from each of the five (5) City Council districts; one (1) from the Parks, Arts, and Recreation Commission; one (1) from the Senior Advisory Committee; and two (2) City Council Members.

At the September 7, 2021 City Council meeting, the City Council formally appointed two (2) City Council Members; one (1) representative from the Parks, Arts, and Recreation Commission; one (1) representative from the Senior Advisory Committee; and community members from Council Districts two (2), three (3), and five (5).

Council Member Shader (District One) and Mayor Pro Tem Wanke (District Four), elected to provide their recommended appointees at a future Council Meeting. At this time, Council Member Shader is recommending Ms. Grace Carluen to serve on the Blue Ribbon Committee and represent Council District one (1).

This action will approve Councilmember Shader's recommended appointee to serve on the Blue Ribbon Committee.

RECOMMENDATION:

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

Approve the appointment of Ms. Grace Carluen to serve on the Senior/Community Center Blue Ribbon Committee in representation of Council District One (1) per the recommendation of Council Member Shader (District One).

3. a.
Oct. 5, 2021

DISCUSSION:

On July 20, 2021, the City Council authorized the formation of a Blue Ribbon Committee (the "Committee") to assist the City in identifying the needs and to recommend design components for the proposed construction of a Senior/Community Center. The Committee is to be comprised of nine (9) members: one (1) appointed from within each of the five (5) City Council districts; one (1) from the Parks, Arts, and Recreation Commission; one (1) from the Senior Advisory Committee, and two (2) City Council members.

The Committee will be a committee of limited duration and will function with the special purpose of identifying the needs and design components of a proposed Senior/Community Center. As such, the Committee would not be subject to the Brown Act. However, in the interest of transparency and very similar to how the Citizens Fiscal Sustainability Task Force meetings occurred, Staff recommends that the Committee meetings be required to follow the Brown Act. This will require meeting agendas to be posted seventy-two (72) hours in advance and meeting records to be maintained. Staff recommends that the Committee receive customary support from the City, as well as advice and assistance.

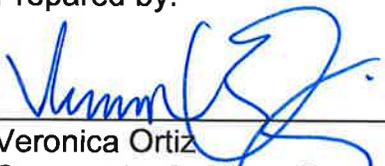
At the September 7, 2021 City Council Meeting, the Council approved the appointment of the following members to serve on the Blue Ribbon Committee:

- Mayor Craig Green (Council Representative)
- Council Member Ward Smith (Council Representative)
- Aaron Mills (Council District 2)
- Jodi Stout-Ward (Council District 3)
- Jo-Anne Martin (Council District 5)
- Tricia Montelongo (Parks, Arts, and Recreation Commission)
- Sheila Jordan (Senior Advisory Committee)

The recommended action will approve the eighth member of the Blue Ribbon Committee and formally appoint Ms. Grace Carluen to represent Council District One (1) per Council Member Shader's recommendation.

Provided the Council approves the recommended action, one (1) vacant seat will remain on the Blue Ribbon Committee to represent Council District Four (4). The remaining member will be appointed at a subsequent City Council Meeting following a recommendation from Mayor Pro Tem Chad Wanke, District Four (4).

Prepared by:



Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



Karen Crocker
Director of Community Services

Reviewed and approved:



Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: OCTOBER 5, 2021

SUBJECT: **ADOPTION OF AN OFFICIAL CITY OF PLACENTIA STYLE GUIDE**

FISCAL

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

SUMMARY:

The City of Placentia has experienced significant growth and change over the last decade. As such, City leadership felt compelled to review the identity and principles that have made Placentia great and to ensure that these attributes are aligned with the City's rich heritage and bright future. To do this, the City's elected officials directed Staff to look into standardizing City logos and seals. Up until this point, the City of Placentia did not have any standardization for how and when logos could be created or used and how the City's communications materials should look. The City's brand identity is our face to the world, so it is essential that it be used correctly and consistently – from business cards to vehicle decals to publications. By doing so, we help solidify our brand in the minds of visitors, residents, and businesses.

This action tonight approves the use of the Style Guide. The Style Guide will be issued internally to Staff to ensure all communications materials are consistent with our community identity. The Style Guide will also be shared with vendors and other stakeholders to ensure Placentia's brand is accurately represented on any external marketing materials.

RECOMMENDATION:

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

1. Review the Style Guide presentation regarding the new City Style Guide as presented by Staff; and
2. Approve the City Style Guide for official use.

DISCUSSION:

Beginning in Fall 2020, a committee of City staff looked at several examples of style guides from other cities to get an idea of what information should be included in the City's Style Guide. The committee then determined that a Style Guide should be created encompassing all communications materials, not just logos.

3. b.
Oct. 5, 2021

A style guide is a document that provides guidelines for the way a brand should be presented. The purpose of a style guide is to make sure that everyone creating content on behalf of the City of Placentia does so to reflect the proper style of the City and ensure brand consistency. The proposed Guide will create cohesion, direction, and clarity for all marketing and communication decisions in the organization. In addition, it will assist with the upkeep of the City website, the look and voice of social media accounts, and will ultimately set the tone for how the agency communicates with the public.

City staff has since created the proposed cohesive brand identity for all City communications. The goal of the Placentia Style Guide is to help unify the City's identity, create a consistent look and feel for all City communications, and provide guidance and direction on City colors, logos, fonts, and marketing and promotional materials. This will boost the City of Placentia's brand recognition and develop trust within the community by representing the City as one voice, one brand, one City.

This would be the initial release of the Style Guide, and it is intended to be a fluid document, which will be updated with future information as necessary. This is only a guide, not a collection of hard and fast rules, especially in cases where professional designers have been retained.

Upon City Council approval, City staff will begin promoting the Style Guide for internal and external use.

Prepared by:



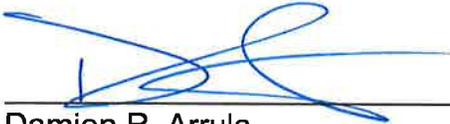
Nicolette Drulias
Communications and Marketing
Management Analyst

Reviewed and approved:



Jeannette Ortega
Assistant to the City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. City of Placentia Style Guide
2. Presentation – City of Placentia Style Guide

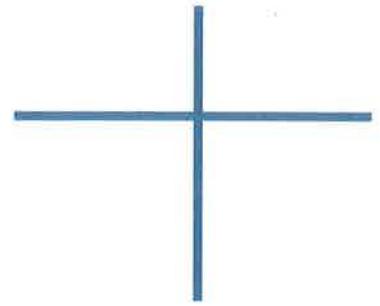


CITY OF PLACENTIA STYLE GUIDE

DRAFT: OCTOBER 2021

ATTACHMENT 1





This official document provides direction on design and graphics for all City of Placentia marketing collateral, communications materials, and products. Guidelines consist of logo placement, color options, appropriate usage, and other design best practices. The policies presented in this style guide must be observed at all times to establish unified messaging and a City brand that is recognizable by all internal and external audiences. Departments are encouraged to share this guide with vendors, staff, and any other appropriate stakeholders. The City Administrator's Office will update this living document with future guidelines as necessary.

Thank you for keeping Placentia on brand.

**Damien R. Arrula
City Administrator**

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PRIMARY COLORS

The primary colors for the City of Placentia are the most important visual elements, apart from the City logo and seal. The primary colors should be used on all City documents and correspondence, including: reports, brochures, flyers, digital banners and graphics, websites, outdoor banners, social media content, and other external-facing materials. Black and white are also recommended for use as primary colors on City materials.

CITY SEAL COLORS

LEAF GREEN

C 90
M 60
Y 100
K 25



EARTH BROWN

C 65
M 85
Y 100
K 45



APPLE GREEN

C 60
M 25
Y 100
K 00



MANDARIN ORANGE

C 00
M 70
Y 100
K 00



ED LOGO COLORS

SKY BLUE

C 50
M 10
Y 00
K 00



NAVEL ORANGE

C 00
M 35
Y 85
K 00



BABY BLUE

C 53
M 00
Y 12
K 00



TAUPE YELLOW

C 05
M 05
Y 25
K 00

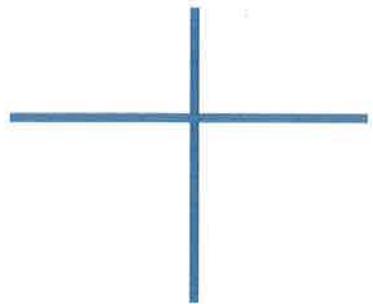


CITY SEAL

The City Seal is the primary logo for the City of Placentia. The City Seal should be used on all city official documents, such as reports, brochures, flyers, digital banners and graphics, outdoor banners, social media content, and other external-facing materials. Only use the City of Placentia Seal in image (.JPG, .PNG, or .TIFF). The City Seal should never be manually recreated or altered. Any changes to the City Seal shall only be made by the City Council.



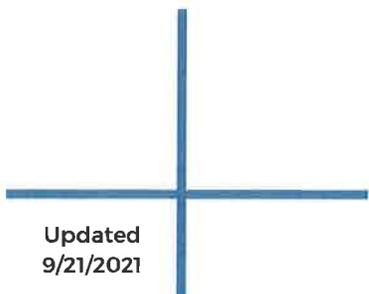
CITY SEAL



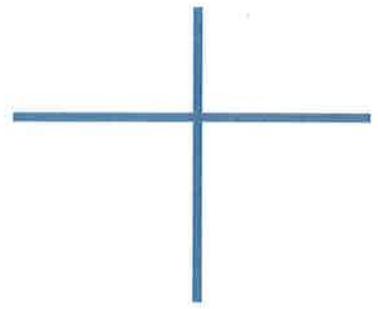
PLACEMENT WITH DEPARTMENT LOGOS

The following applies to documents such as reports, brochure covers, City correspondence, and official notices. On such materials, individual department logos should not appear without the City Seal. All department logos must be placed to the left of the City Seal.

EXAMPLES



CITY SEAL



MISUSE AND READABILITY

The City Seal should never be cut off, distorted, beveled, or have a drop shadow. Modifications to the City Seal of any type are not permitted. The City Seal must be placed to ensure readability and consistency at all times.

EXAMPLES



FONTS

All City materials must use the approved fonts below. The only exception to this standard applies to the main title of a collateral piece, which may have a specific theme or concept, and emails and PowerPoints for readability that can deviate from the approved City fonts.

APPROVED FONTS

Logo Font (limited usage) The Alice typeface has a home town feel that has been modernized with an organic elegance to it. The Alice typeface is perfect for the name Placentia. It's a pleasant looking typeface.

The Alice font is to be used for the logo and unique occasions such as an ornament or a first header message. Over use of this font would negatively impact the uniqueness of the logo.

ALICE
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

Main Display Font (header message) Century Gothic complements Alice because of its strong readability and it has a long history, like Placentia. Century Gothic is a clean, elegant and classic typeface.

CENTURY GOTHIC
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

Century Gothic Regular
Century Gothic Italic
Century Gothic Bold
Century Gothic Bold Italic

Body Copy Font PT Sans is good for small body text and should be used for large amounts of copy and paragraphs when writing letters, designing brochures and other collateral materials that have large amounts of text.

PT SANS
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

PT Sans Regular
PT Sans Italic
PT Sans Bold
PT Sans Bold Italic

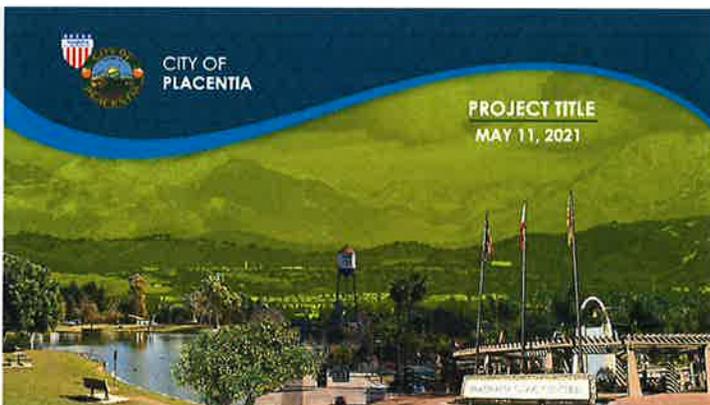
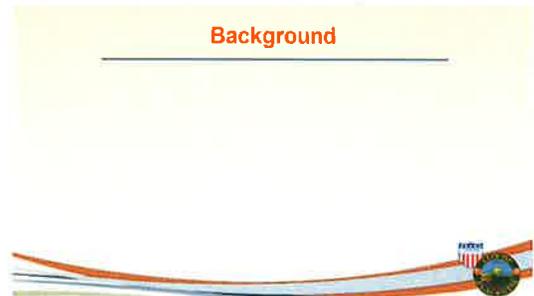
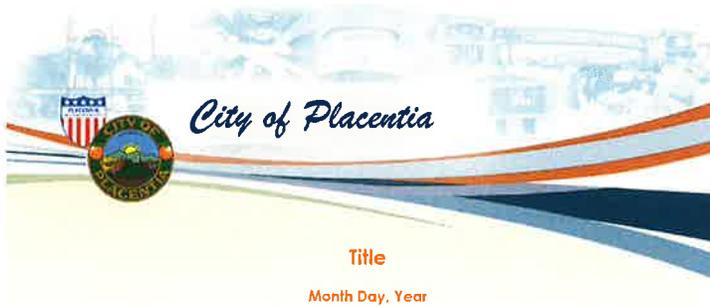
Web/Internet Font (web safe font) Verdana complements all typefaces and should only be used for the internet and social media.

VERDANA
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

Verdana Regular
Verdana Italic
Verdana Bold
Verdana Bold Italic

POWERPOINT

The following PowerPoint templates are provided for use by all City of Placentia departments. These templates are available on the N drive.



Font size: For the headers, use a minimum of 26pt font or larger. For the body, use a minimum of 22pt or up.

Font Name: Century Gothic

Colors: Use dark colors or white, if possible. Or use approved style guide colors.

LETTERHEAD

All City of Placentia departments must use the following letterhead.

The People of the City of Placentia



City of Placentia
12500 East Street, Placentia, CA 92675
City Clerk
City Manager
City Administrator

425 East Street, Placentia, CA 92675

March 2, 2021

Addressee Name
Addressee Address
City, State ZIP

ATTENTION: (Optional)

Dear Addressee:

SUBJECT: (Optional)

Sincerely,

Letter Signer
Title

Attachment: List Attachments

cc: List Copy Recipients

Font Size: 12 pt
Font Name: Arial

MEMOS

All City of Placentia departments must use the following template.



MEMORANDUM

To:

From:

Date:

Subject:

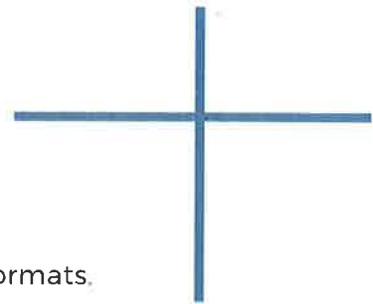
Font Size: 12 pt

Font Name: Arial

City of Placentia | Department | 401 E. Chapman Avenue

Updated
9/21/2021

ENVELOPES



All City of Placentia departments should use the following envelope formats.



CITY OF PLACENTIA
401 East Chapman Avenue
Placentia, CA 92870



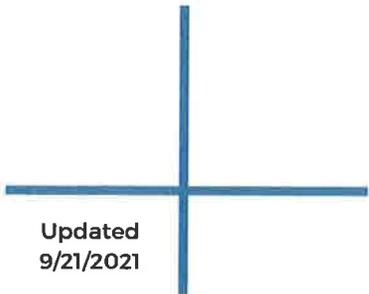
PLACENTIA POLICE DEPARTMENT
401 East Chapman Avenue
Placentia, CA 92870



PLACENTIA FIRE AND LIFE SAFETY
401 East Chapman Avenue
Placentia, CA 92870



401 EAST CHAPMAN AVENUE
PLACENTIA, CALIFORNIA 92870



Updated
9/21/2021

EMAIL SIGNATURES

All City of Placentia departments should adhere to the following email signature format. The background color of an email must be white. Email signatures are required on every email sent. Personal quotes, images, clip art, background colors, and different fonts are not permitted.

You may use a black or blue color font.

All City Employees:

Nichelle Duzick | Communications and Marketing Management Analyst
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92670
Phone: 714.993.8107 | Fax: 714.991-0283 | Email: NDUZICK@PLACENTIA.CA.GOV



Arial Size 9

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Arial Size 7

Police Department:

Joe Connell, Sergeant | Professional Standards Bureau / Press Information Officer
Placentia Police Department | 401 E. Chapman Ave. Placentia, CA 92670
Phone: 714.993-8103 | Fax: 714.996-2798 | Email: JCONNELL@PLACENTIA.CA.GOV



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Fire and Life Safety Department:

J. Ronn Van Gieson | Fire Chief
Fire and Life Safety Department | City of Placentia | 401 E. Chapman Ave. Placentia, CA 92670
Phone: 714.993.8105 | Fax: 714.991-0283 | Email: JGIESON@PLACENTIA.CA.GOV



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Public Safety Communications Center:

Sofiane Acosta Reyes | Public Safety Communications Manager
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92670
Phone: 714.993.8221 | Email: SACOSTA@PLACENTIA.CA.GOV



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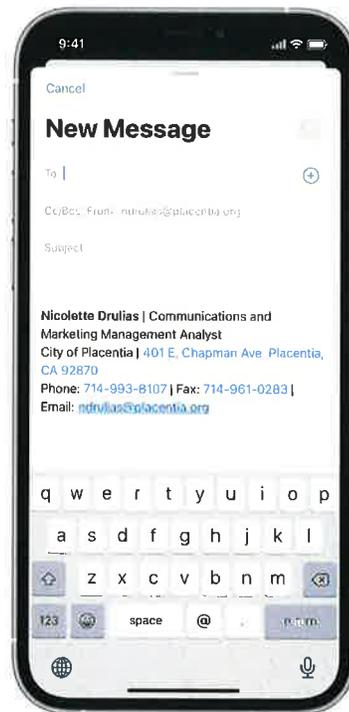
Arial Size 7

EMAIL SIGNATURES

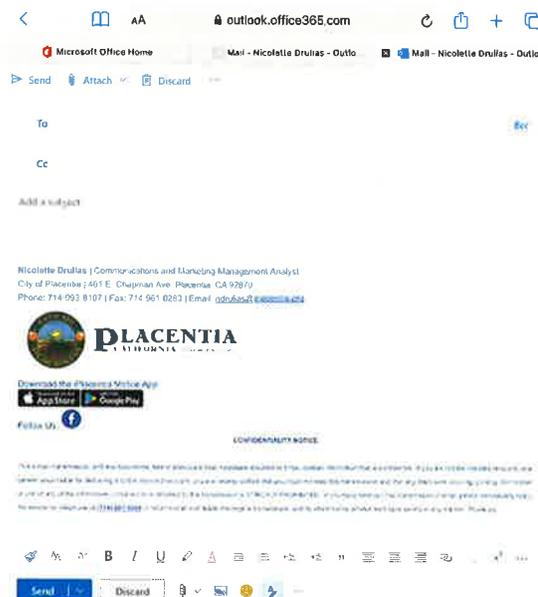
All City of Placentia departments should follow the below formats for signatures on other devices.

EMAIL SIGNATURES FOR OTHER DEVICES

IPAD



IPHONE



OUTLOOK/OFFICE.COM

EMAIL PROFILE PHOTO

All City of Placentia departments should adhere to the following email profile photo standard. Employees have the option of using the City seal, department logos, or having no photo.

APPROVED PHOTOS:



Ortega, Jeannette
To



Damien Arrula
To



Nicolette Drulias
To

NOT APPROVED TO USE:



Nicolette Drulias



Nicolette Drulias



Nicolette Drulias

BUSINESS CARDS

All City of Placentia departments must adhere to the following format for business cards.

GENERAL CITY DESIGN:



Arial Bold Size 10

Arial Size 8

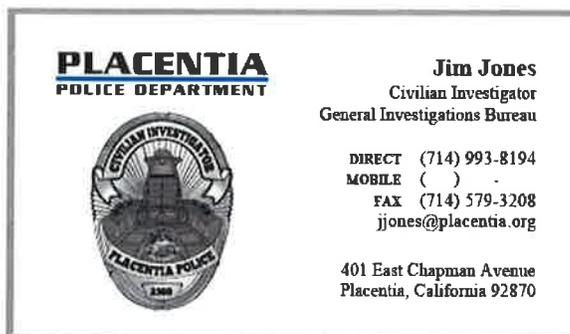
FIRE DEPARTMENT:



Arial Bold Size 10

Arial Size 8

POLICE DEPARTMENT:



Times New Roman Bold Size 11

Direct/Mobile/Fax: Times New Roman Bold Size 6

Numbers: Times New Roman Regular Size 8

Email: Times New Roman Regular Size 8

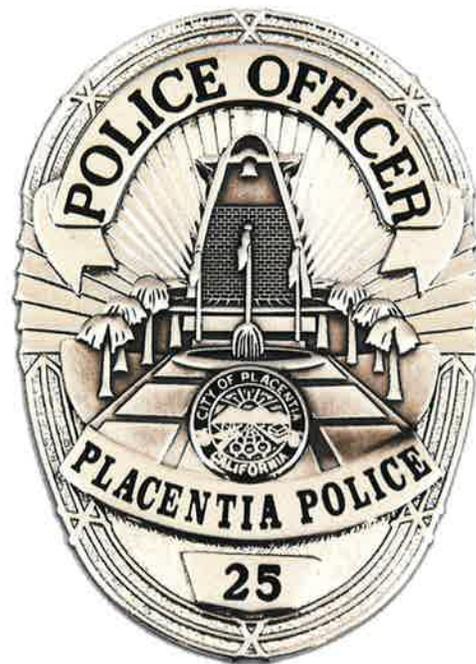
APPAREL

The full-color City Seal, line art City Seal, and *approved* Department logos are approved for use on apparel. The seal/logo should be on the left side of the front of the clothing (shirt, jacket, vest, etc.) and be no larger than 3 inches.



PUBLIC SAFETY BADGES

Police Department and Fire and Life Safety Department badges shall not be changed or altered without approval from the City Administrator. Badge modifications for fundraising efforts must also be pre-approved by the City Administrator.



PUBLIC SAFETY PATCHES

Police, Fire and Life Safety, and Communications Center patches shall not be changed or altered without approval from the City Administrator. Patches created for fundraising efforts must also be pre-approved by the City Administrator.



LOGOS FOR CITY VEHICLES

POLICE VEHICLES:

For marked (black and white) Police Department vehicles, the full-color City Seal must be on the vehicle, and "The People are the City" can be on the back panel or on the door. It should be italicized, in quotes, and using the font "Century Gothic." Any changes to City vehicles must be approved by the City Administrator.



LOGOS FOR CITY VEHICLES

FIRE VEHICLES:

For Fire and Life Safety vehicles, "The People are the City" can be under the Department logo or on a back panel. It should be italicized, in quotes, and using the font "Century Gothic." Any changes to City vehicles must be approved by the City Administrator.



LOGOS FOR CITY VEHICLES

OTHER VEHICLES:

For Public Works and Community Services Department vehicles, "The People are the City" should be under the Department name, italicized, in quotes, and using the font "Century Gothic." Any changes to City vehicles must be approved by the City Administrator.



ADDITIONAL LOGOS APPROVED FOR USE

The below logos have also been approved for use by the City Administrator. Please note: Certain anniversaries may require a new logo or seal, but must be approved by the City Administrator or City Council.

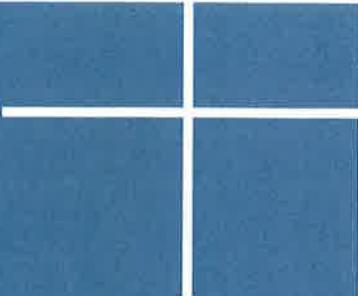


PLACENTIA

CALIFORNIA *A pleasant place to live.*



CITY OF PLACENTIA
COMMUNITY SERVICES DEPARTMENT



**CITY OF PLACENTIA
401 EAST CHAPMAN AVENUE
PLACENTIA, CA 92870**

UPDATED 9/21/2021

ATTACHMENT 1



City of Placentia

Official Placentia Style Guide **City Council Meeting** **October 5, 2021**

ATTACHMENT 2

Style Guide

- This official document provides direction on design and graphics for all City of Placentia marketing collateral, communications materials, and products.
- Guidelines consist of logo placement, color options, appropriate usage, and other design best practices. The policies presented in this style guide must be observed at all times to establish unified messaging and a City brand that is recognizable by all internal and external audiences.
- Departments are encouraged to share this guide with vendors, staff, and any other appropriate stakeholders.
- The City Administrator's Office will update this living document with future guidelines as necessary.



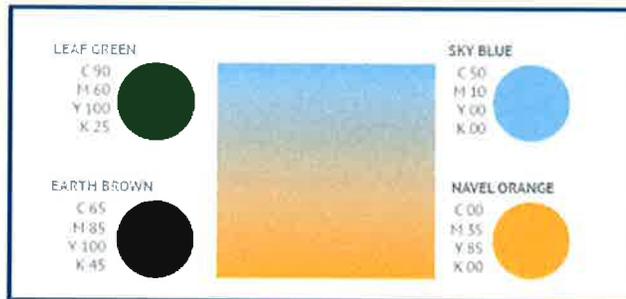
Table of Contents

- Primary Colors
- City Seal
- Fonts
- PowerPoint
- Letterhead
- Memos
- Envelope
- Email Etiquette
- Business Cards
- Apparel
- Public Safety Badges and Patches
- Logos on City Vehicles
- Additional Logos Approved for Use



Primary Colors

- The primary colors should be used on all City documents and correspondence, including reports, brochures, flyers, digital banners and graphics, websites, outdoor banners, social media content, and other external-facing materials. Black and white are also recommended for use as primary colors on City materials.



City Seal

- The City Seal is the primary logo for the City of Placentia. The City Seal should be used on all city official documents, such as reports, brochures, flyers, digital banners and graphics, outdoor banners, social media content, and other external-facing materials. Only use the City of Placentia Seal in image (.JPG, .PNG, or .TIFF). The City Seal should never be manually recreated or altered. Any changes to the City Seal shall only be made by the City Council.



City Seal: Placement with Department Logos

- The following applies to documents such as reports, brochure covers, City correspondence, and official notices. On such materials, individual department logos should not appear without the City Seal. All department logos must be placed to the left of the City Seal.
- Examples:



City Seal: Misuse and Readability

- The City Seal should never be cut off, distorted, beveled, or have a drop shadow. Modifications to the City Seal of any type are not permitted. The City Seal must be placed to always ensure readability and consistency. Examples:



Fonts

- All City materials must use the approved fonts below. The only exception to this standard applies to the main title of a collateral piece, which may have a specific theme or concept, and emails and PowerPoints for readability that can deviate from the approved City fonts.
- Approved fonts include: Alice, Century Gothic, PT Sans, Arial, Times New Roman, and Verdana



PowerPoint

- The following PowerPoint templates are provided for use by all City of Placentia Departments.
- Font size: For the headers, use a minimum of 26pt font or larger. For the body, use a minimum of 22pt or up.
- Font Name: Century Gothic
- Samples:



Letterhead

- All City of Placentia departments must use the following letterhead:
- Font Size: 12 pt
- Font Name: Arial

March 2, 2021

Address Name
Department Address
City, State, ZIP

ATTENTION (Optional)

File Number

SUBJECT (Optional)

Specialty:

Letter Signer
Title

Attachments (Add Attachments)

Cc: (Add Other Recipients)



Memos

- All City of Placentia departments must use the following template:
- Font Size: 12 pt
- Font Name: Arial



MEMORANDUM

To
From
Date
Subject

City of Placentia | Department 1-801 E. 1st Street, Placentia, CA 92679



Envelopes

- All City of Placentia departments must use the following format for envelopes:



Email Signatures

- All City of Placentia departments should adhere to the same email signature format. The background color of an email must be white. Email signatures are required on every email sent. Personal quotes, images, clip art, background colors, and different fonts are not permitted.
- Blue or black font is acceptable.
- The following logos are acceptable for use:



Email Signatures

- For other devices such as cell phone/iPad/Outlook online, all City of Placentia Employees should follow the below format.
- **Blue** or black font is acceptable.

Name | Title

City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870

Phone: | Fax: | Email:



Email Profile Photo

- All City of Placentia departments should adhere to the following email profile photo standard. Employees have the option of using the City seal, department logos, or having no photo.
- Personal photos or any other graphics are not permitted.
- Examples:

APPROVED PHOTOS:

 Ortega, Jeannette
To

 Damien Arrula
To

 Nicolette Drulias
To

NOT APPROVED TO USE:

 Nicolette Drulias

 Nicolette Drulias

 Nicolette Drulias



Business Cards

- All City of Placentia departments should adhere to the following format for business cards:

GENERAL CITY DESIGN:



PLACENTIA
CALIFORNIA

Nicolette Drillas
Management Analyst

401 East Chapman Avenue
Placentia, California 92670
www.placentia.org

Office: (714) 993-8107
Fax: (714) 961-0283
ndrillas@placentia.org

Arial Bold Size 10
Arial Size 8

FIRE DEPARTMENT:



PLACENTIA
FIRE & LIFE SAFETY

J. Pono Van Gleson
Fire Chief

401 East Chapman Avenue
Placentia, California 92670
www.placentia.org

Office: (714) 993-8105
Fax: (714) 961-0283
jvangleson@placentia.org

Arial Bold Size 10
Arial Size 8

POLICE DEPARTMENT:



PLACENTIA
POLICE DEPARTMENT

Jim Jones
Civilian Investigator
General Investigations Bureau

401 East Chapman Avenue
Placentia, California 92670

DIRECT: (714) 993-8193
MOBILE: ()
FAX: (714) 926-3200
jones2@placentia.org

Times New Roman Bold Size 11
Direct/Mobile/Fax: Times New Roman Bold Size 6
Numbers: Times New Roman Regular Size 8
Email: Times New Roman Regular Size 8



Apparel

- The full-color City Seal, line art City Seal, and approved Department logos are approved for use on apparel.
- The seal/logo should be on the left side of the front of the clothing (shirt, jacket, vest, etc.) and be no larger than 3 inches.



Police and Fire Badges

- Police Department and Fire and Life Safety Department badges shall not be changed or altered without approval from the City Administrator.
- Badge modifications for fundraising efforts must also be pre-approved by the City Administrator.



Public Safety Patches

- Police, Fire and Life Safety, and Communications Center patches shall not be changed or altered without approval from the City Administrator.
- Patches created for fundraising efforts must also be pre-approved by the City Administrator.



Logos for City Vehicles

- For marked (black and white) Police Department vehicles, the full-color City Seal must be on the vehicle, and "the People are the City" can be on the back panel or on the door. It should be italicized, in quotes, and using the font "Century Gothic."
- Any changes to City vehicles must be approved by the City Administrator.



Logos for City Vehicles

- For Fire and Life Safety vehicles, "the People are the City" can be under the Department logo or on a back panel. It should be italicized, in quotes, and using the font "Century Gothic."
- Any changes to City vehicles must be approved by the City Administrator.



Logos for City Vehicles

- For Public Works and Community Services Department vehicles, "the People are the City" should be under the Department name, italicized, in quotes and using the font "Century Gothic."
- Any changes to City vehicles must be approved by the City Administrator.



Additional Logos Approved for Use

- The additional logos have also been approved for use by the City Administrator.
- Please note: Certain anniversaries may require a new logo or seal but must be approved by the City Administrator or City Council.



PLACENTIA
Rich Heritage. Bright Future



CITY OF PLACENTIA
COMMUNITY
SERVICES
DEPARTMENT



ATTACHMENT 2

Staff Recommendation

- It is recommended that the City Council take the following actions:
 - Review the Style Guide presentation regarding the new City Style Guide as presented by staff; and
 - Approve the City Style Guide for official use



Questions & Comments



ATTACHMENT 2



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: OCTOBER 5, 2021

SUBJECT: **STUDY SESSION: THE KRAEMER MEMORIAL PARK FOUNTAIN AND PLAZA RESTORATION PROJECT**

FISCAL

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

SUMMARY:

The City Council allocated funds in the Fiscal Year ("FY") 2021-22 Capital Improvement Program ("CIP") Budget to completely renovate the Kraemer Memorial Park Fountain and surrounding plaza area. A presentation outlining the conceptual plans prepared for the fountain and plaza renovations along with a proposal for consideration of a Legacy Brick Program to incorporate into the project is presented to the City Council for its consideration and policy direction.

RECOMMENDATION:

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

1. Receive and file the staff report and presentation, ask any questions of Staff; and
2. Provide Staff with direction whether to proceed with the conceptual project; and
3. If approved, direct Staff to retain a landscape architect to complete the engineered plans specifications and bid documents; and
4. Provide direction to Staff on whether to establish a Legacy Brick Program as part of the proposed conceptual project and return to the City Council at a future meeting to provide more details for consideration of the fountain Legacy Brick Program.

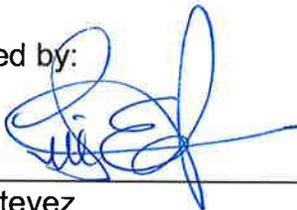
DISCUSSION:

The fountain at Kraemer Memorial Park was dedicated to the City by the Kraemer Family in the mid-1970's. The fountain fell into disrepair in the late 1990's and the City did not have the funds

3. c.
Oct. 5, 2021

to maintain the fountain and keep it operational. In addition to the water features, the fountain included four (4) solid bronze dolphins attached to the top of the fountain along with bronze sculpted fish embedded in the face of the fountain. The dolphins and fish were removed to prevent theft. In recent years, the fountain was converted into a planter with irrigation. The City Council allocated a total of \$607,500 in the FY 2021-22 CIP Budget to fund the cost of renovating the fountain and surrounding plaza space. To that end, Staff engaged the services of a landscape architect with experience in fountain projects to develop conceptual plans to renovate the fountain and plaza. The proposed improvements to the plaza include the installation of new concrete and decorative bricks along with lighting and security improvements, new flag poles, a monument sign, and Americans with Disabilities Act (ADA) improvements to ensure access to the site by the disabled. A potential Legacy Brick Program is also presented to the City Council for its consideration and further policy direction. A detailed presentation outlining the conceptual plans prepared for the fountain and plaza renovations along with the proposed Legacy Brick Program is attached to this agenda report along with the completed conceptual plans.

Prepared by:



Luis Estevez
Deputy City Administrator

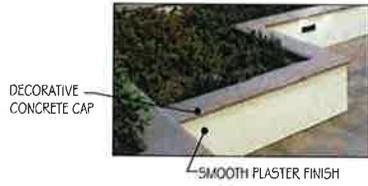
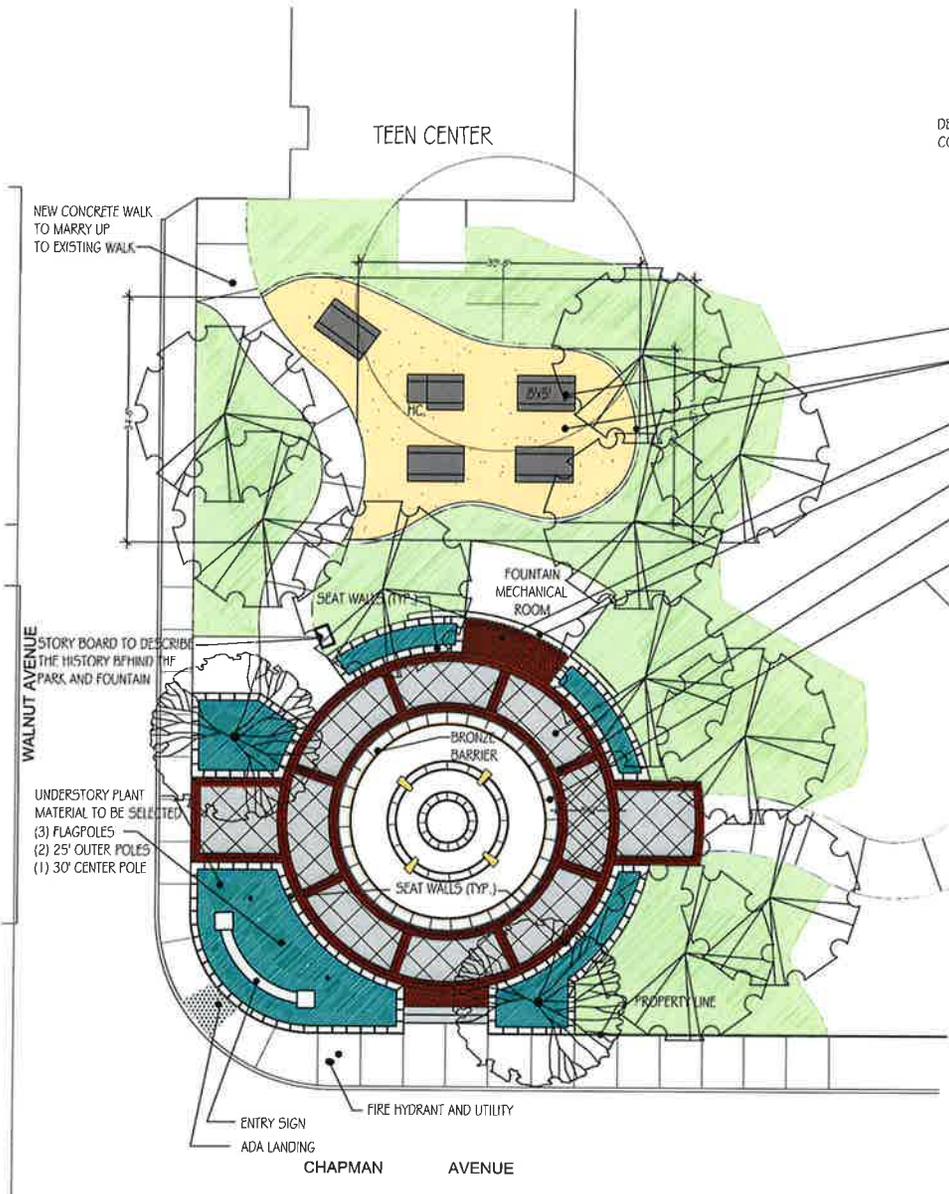
Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Project Conceptual Plans
2. Presentation – Kraemer Park Fountain



SMOOTH PLASTER WALL W/
DECORATIVE CONC. CAP

- (5) PICNIC BENCHES 8x5 W ONE HANDICAP BENCH
- DECOMPOSED GRANITE DECK ENCLOSED W/ 6" CONCRETE CURB
- RED BRICK SET IN A RUNNING BOND PATTERN
- EXISTING TILE WALL TO REMAIN
- 4x4' CONCRETE PAVING COOL GRAY COLOR W/ SAND PAPER FINISH
- DOUBLE HEADER COURSE BANDING OF RED BRICK. (TO BE SELECTED)
- FOUNTAINS DECORATIVE CONCRETE CAP TO MATCH SEAT WALLS AND SIGN.
- NEW CONCRETE WALK TO MARRY UP TO EXISTING WALK. MUST BE HANDICAPPED COMPLIMENT

NOTE:
THERE ARE APPROXIMATELY
2,500 BRICKS THROUGHOUT
PLAZA.



OLEA EUROPEA 'SWAN HILL'
FRUITLESS OLIVE—Multi Trunk



ALBIZIA JULIBRISSEN / SILK TREE—
Multi Trunk



Kraemer Park Fountain Improvements
City of Placentia, CA.

9/2/2021





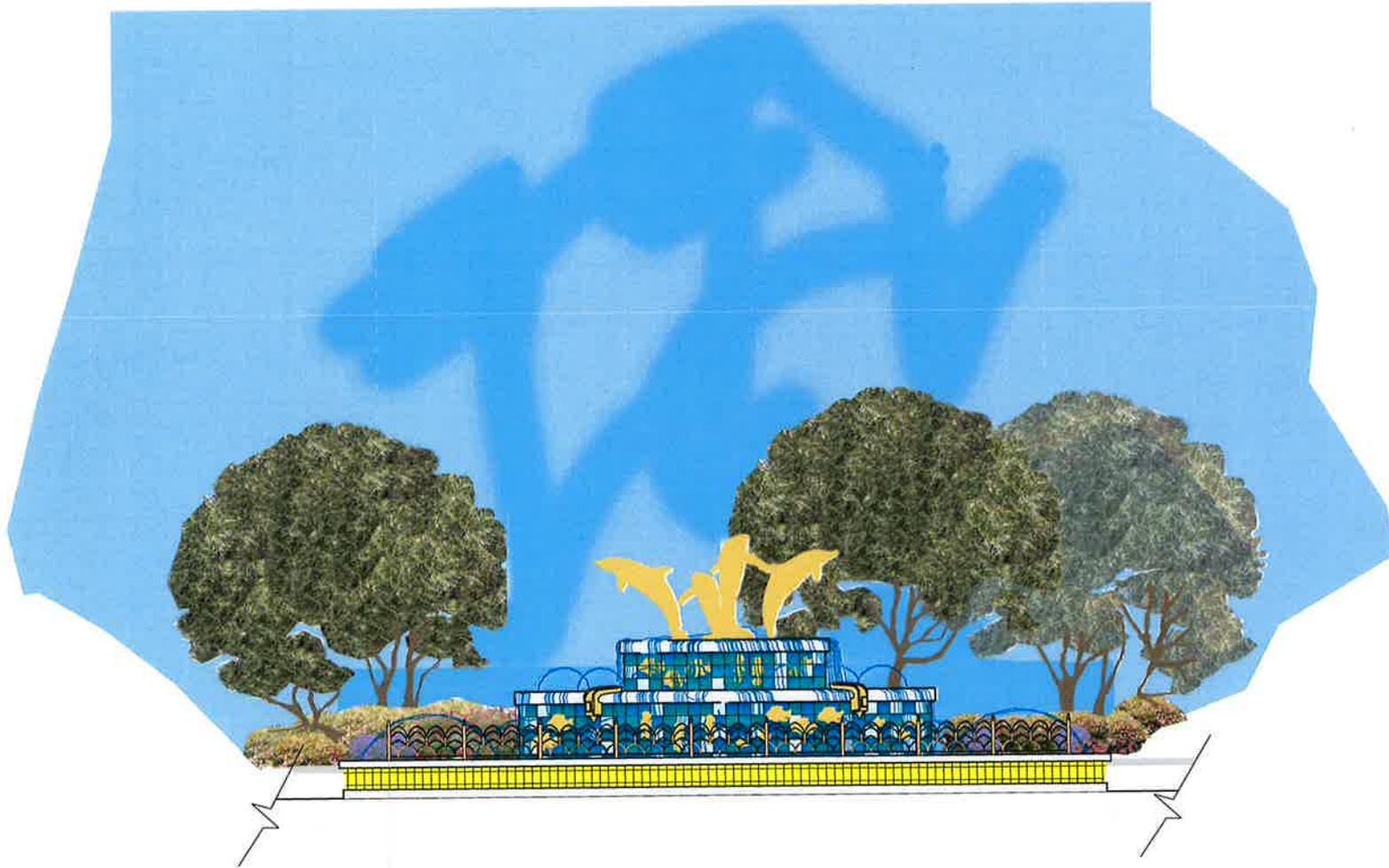
FRONT ELEVATION



**Kraemer Park Fountain Improvements
City of Placentia, CA.**

9/2/2021





FOUNTAIN ELEVATION



**Kraemer Park Fountain Improvements
City of Placentia, CA.**

9/2/2021





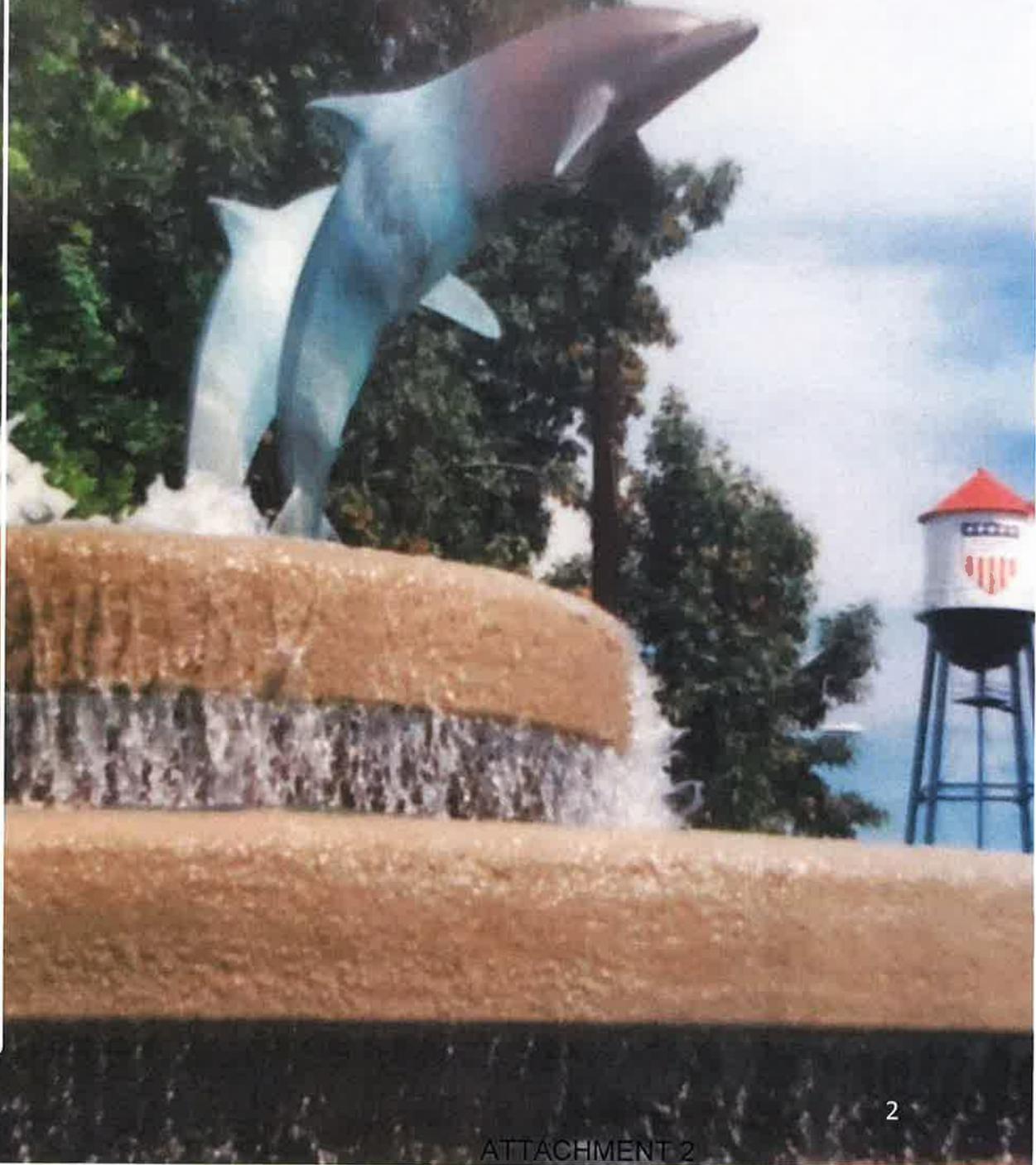
**Kraemer
Memorial Park
Fountain and
Plaza
Restoration
Project**

City Council Study Session
October 5, 2021



Project Background

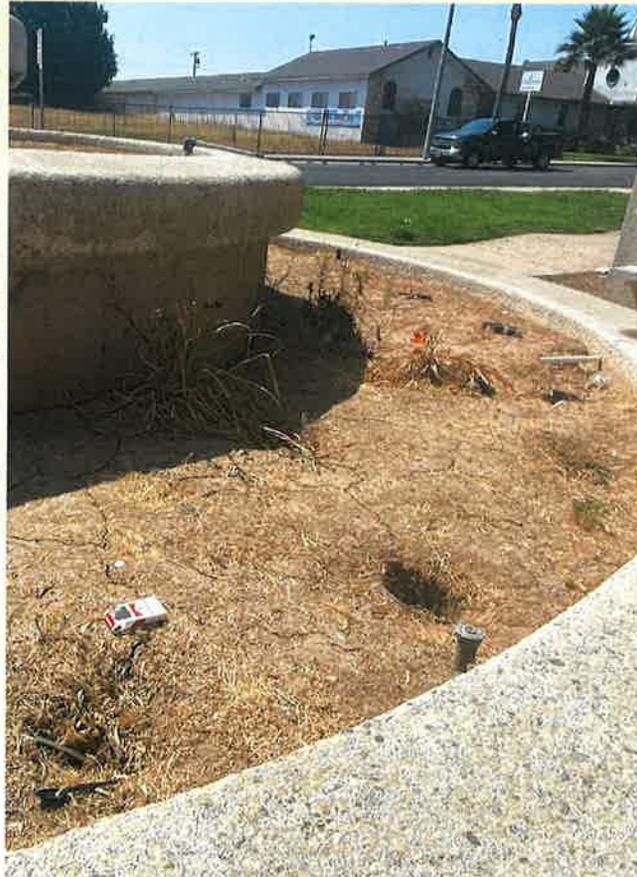
- Fountain donated by the Kraemer family in the mid-1970's and dedicated to Veterans
- The fountain fell into disrepair in the 1990's and has not operated since
- Bronze dolphins and fish in storage at Public Works Yard
- City Council allocated \$607,500 in the FY 2021-22 Budget to restore the fountain and renovate the surrounding plaza space





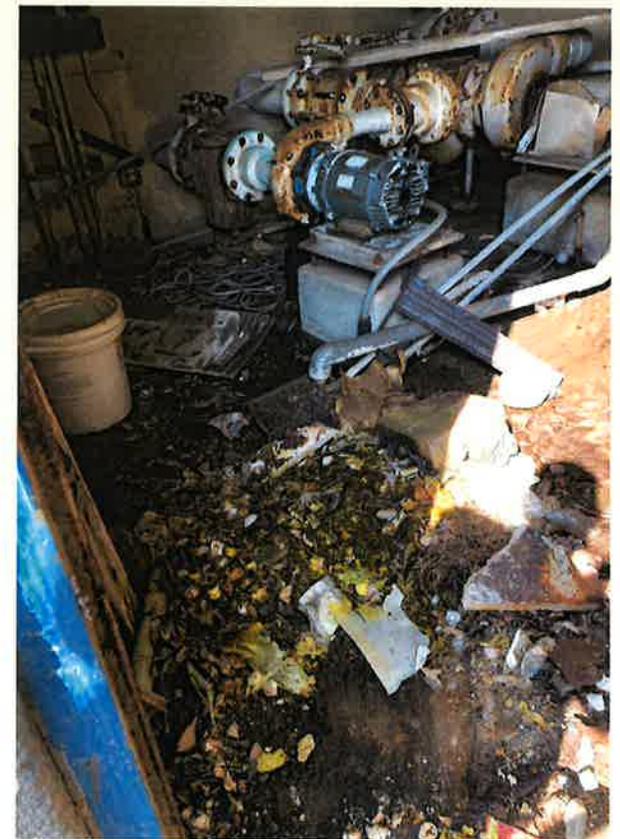
Current Conditions





Current Conditions, Cont.





Current Condition of Pump Equipment



Examples of Public Fountains

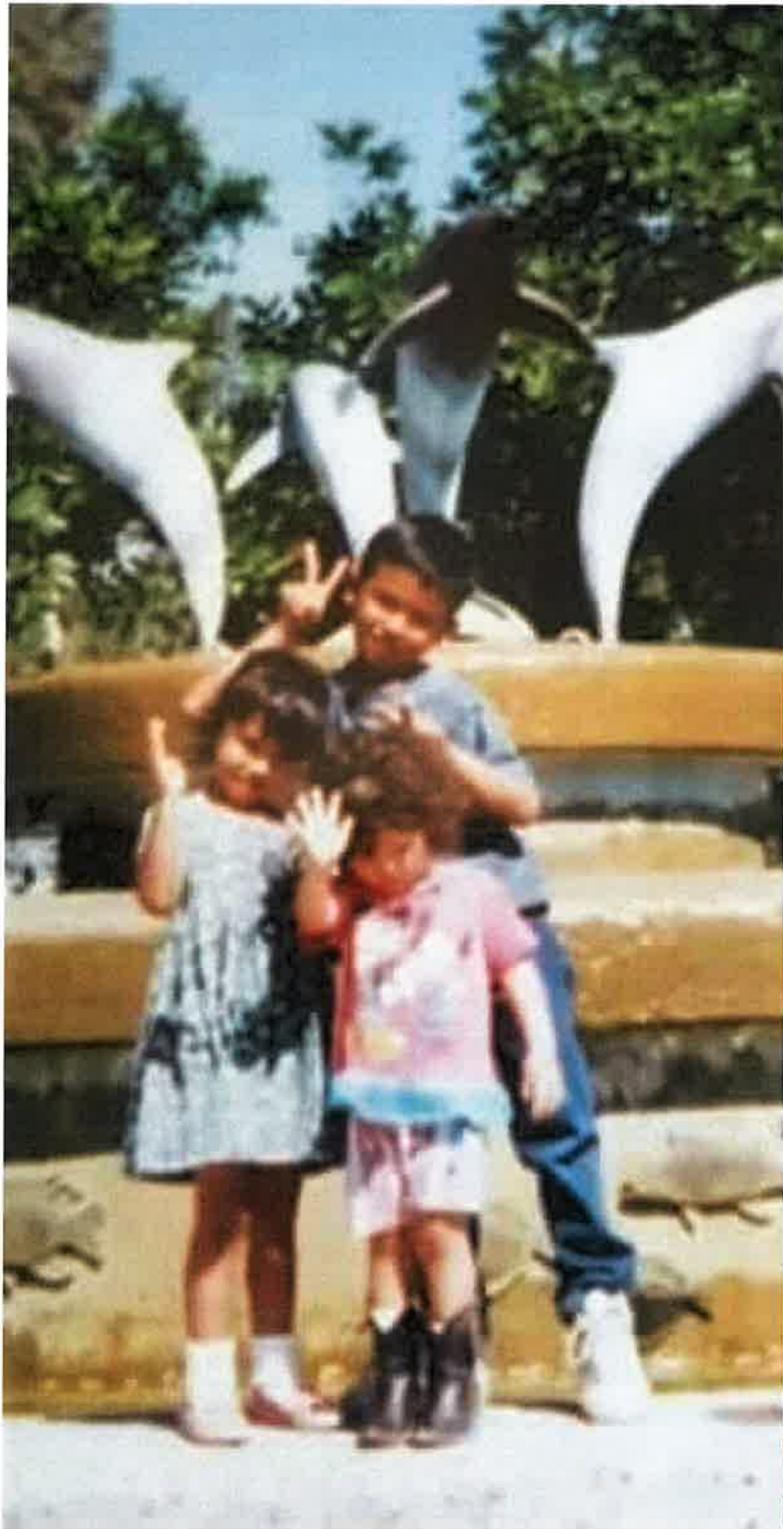


Examples of Public Fountains, cont.



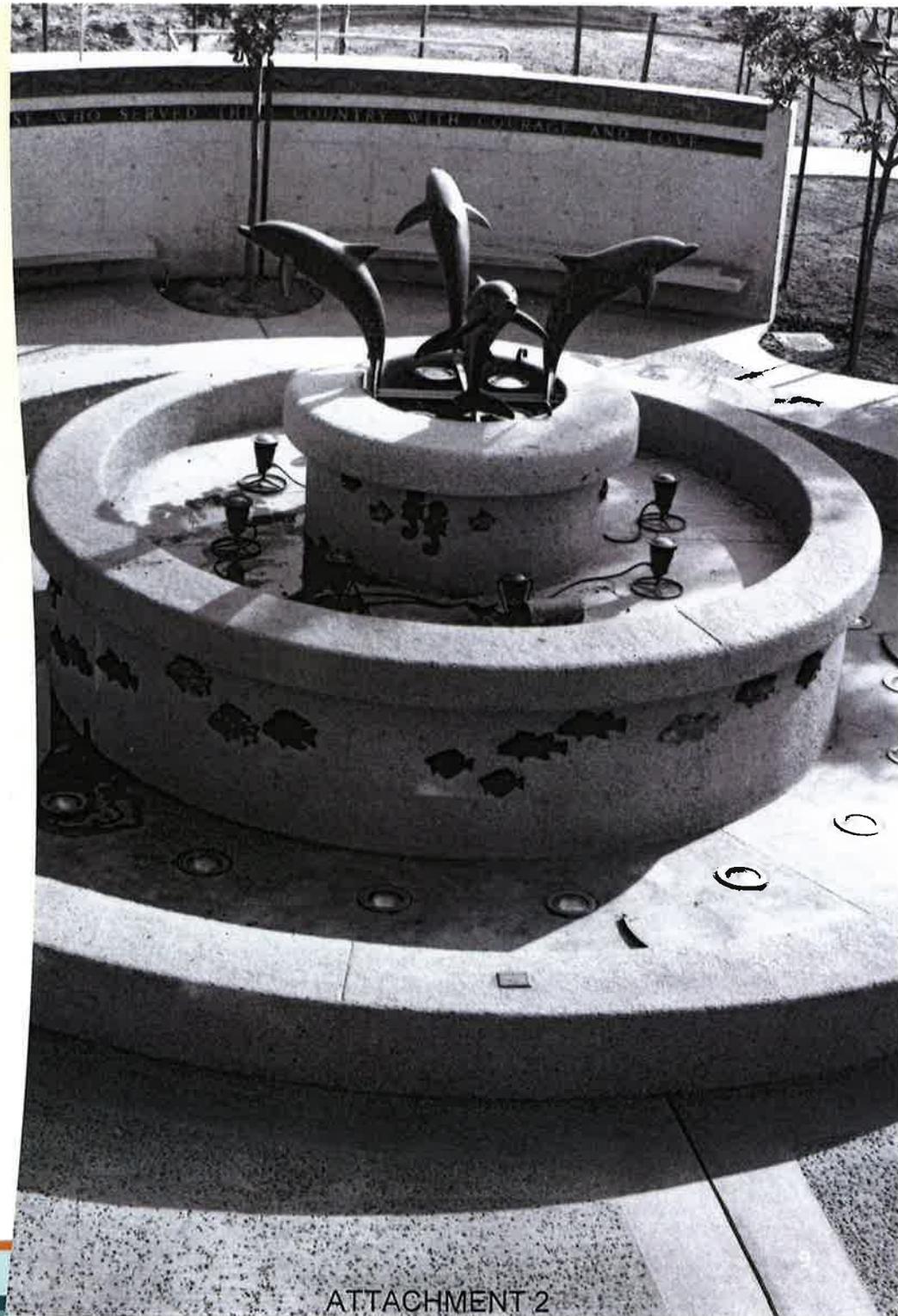
Project Purpose and Opportunities

- Important gateway and point of interest into the City and Chapman Corridor
- Opportunity to integrate community into a Heritage Project
- Fountain is a public asset with a long history of civic pride and sentiment
- Project can create an additional photo destination within the City
- Community branding and economic development opportunities (i.e., scavenger hunt/walking tours)
- Reintroduction of flag poles and acknowledgement of our City's heritage (story boards)
- Provides for needed ADA improvements to improve accessibility to this public asset



Proposed Improvements

- Fountain:
 - Repair and restore fountain operation
 - Decorative tile work
 - Refurbish and reinstall bronze dolphins and fish
 - New LED lighting
 - New eco-friendly fountain pump and filtration system with smart phone administration
 - Decorative barrier
- Plaza Space:
 - ADA-compliant access improvements
 - Decorative raised planter seat walls and landscape
 - New flag poles
 - Picnic area
 - New walkways
 - Decorative park monument sign
 - Decorative hardscape surface
 - Lighting and security improvements to prevent against vandalism/theft



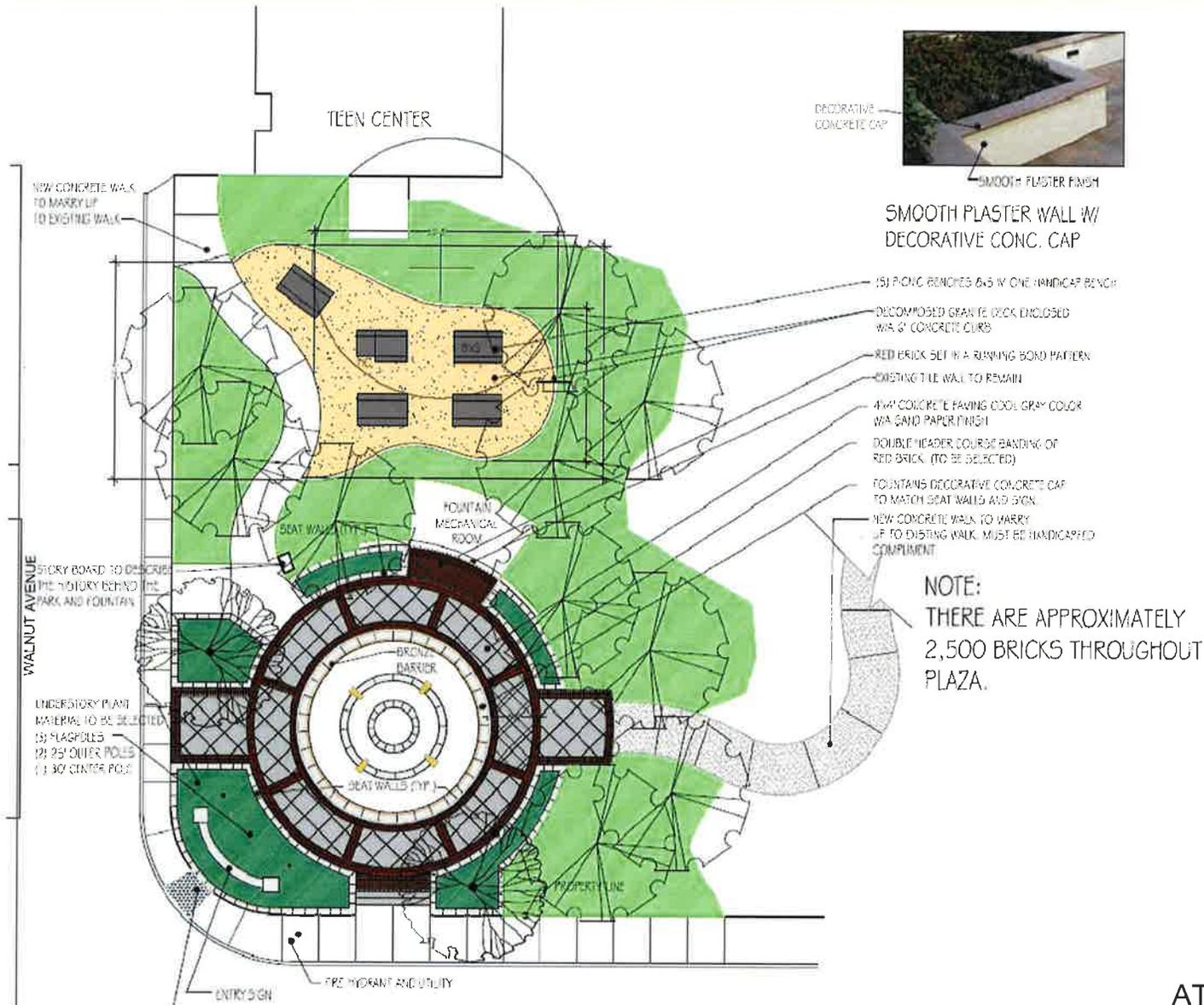


Security

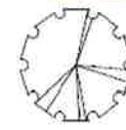
- Installation of CCTV cameras is proposed to prevent theft and vandalism along with new lighting throughout the newly renovated plaza
- Dolphins will be re-welded in place
- Utilize existing City fiber optic drop at adjacent Teen Center to monitor the fountain plaza in real-time



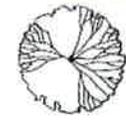
Conceptual Site Plan



SMOOTH PLASTER WALL W/ DECORATIVE CONC. CAP



OLEA EUROPEA 'SWAN HILL' FRUITLESS OLIVE—Multi Trunk

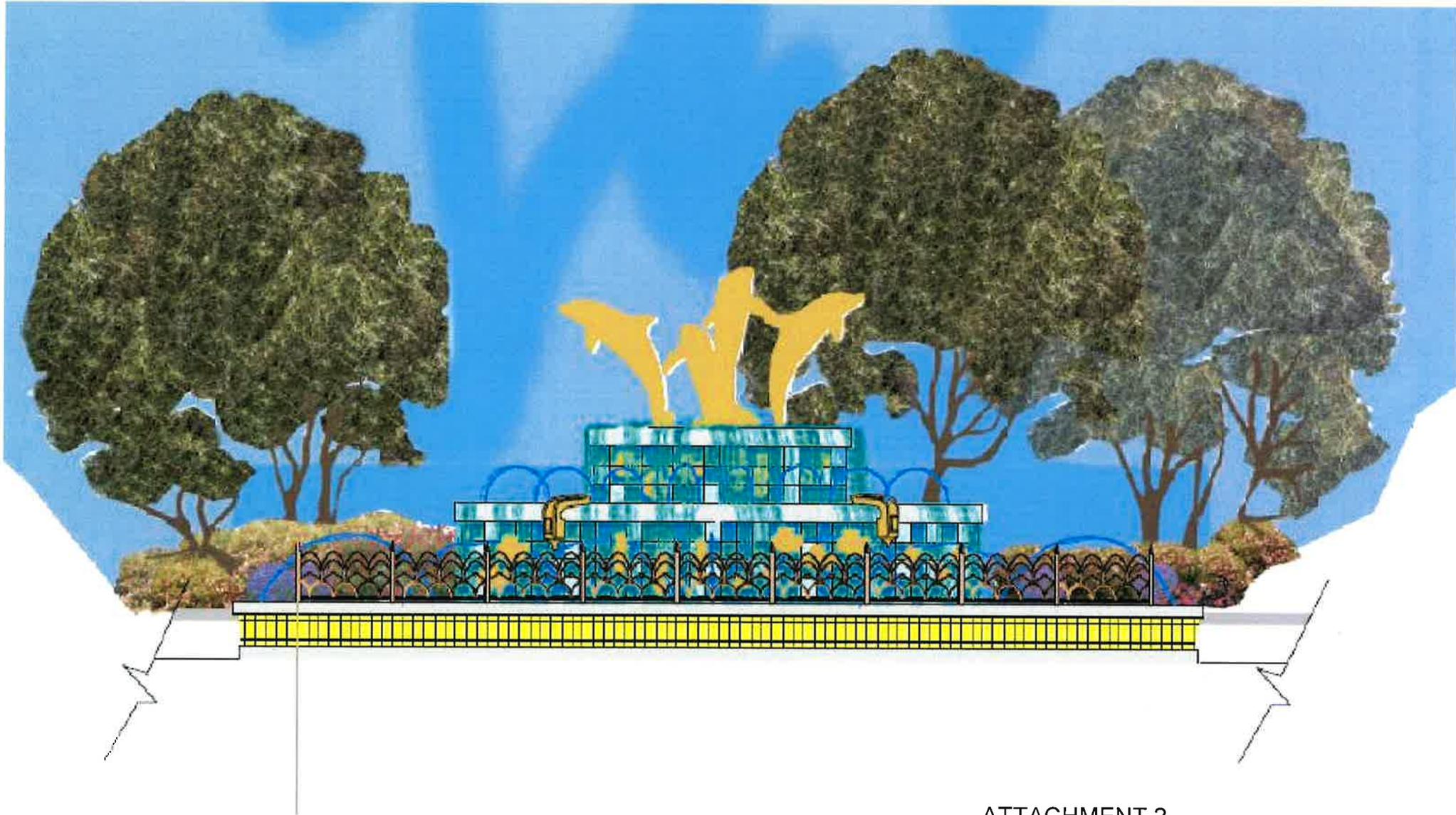


ALBIZIA JULIBRISSSEN / SILK TREE—Multi Trunk

Street-Level Elevation



Pedestrian-Level Elevation



Additional Project Opportunities

- Location for scavenger hunt program – walking tours of local communities
- Existing wall used for historic story boards highlighting the history of the fountain, park and surrounding area
- Create additional seating/shade area adjacent to Teen Center
- Location for photo shoots/special events



Additional Policy Consideration

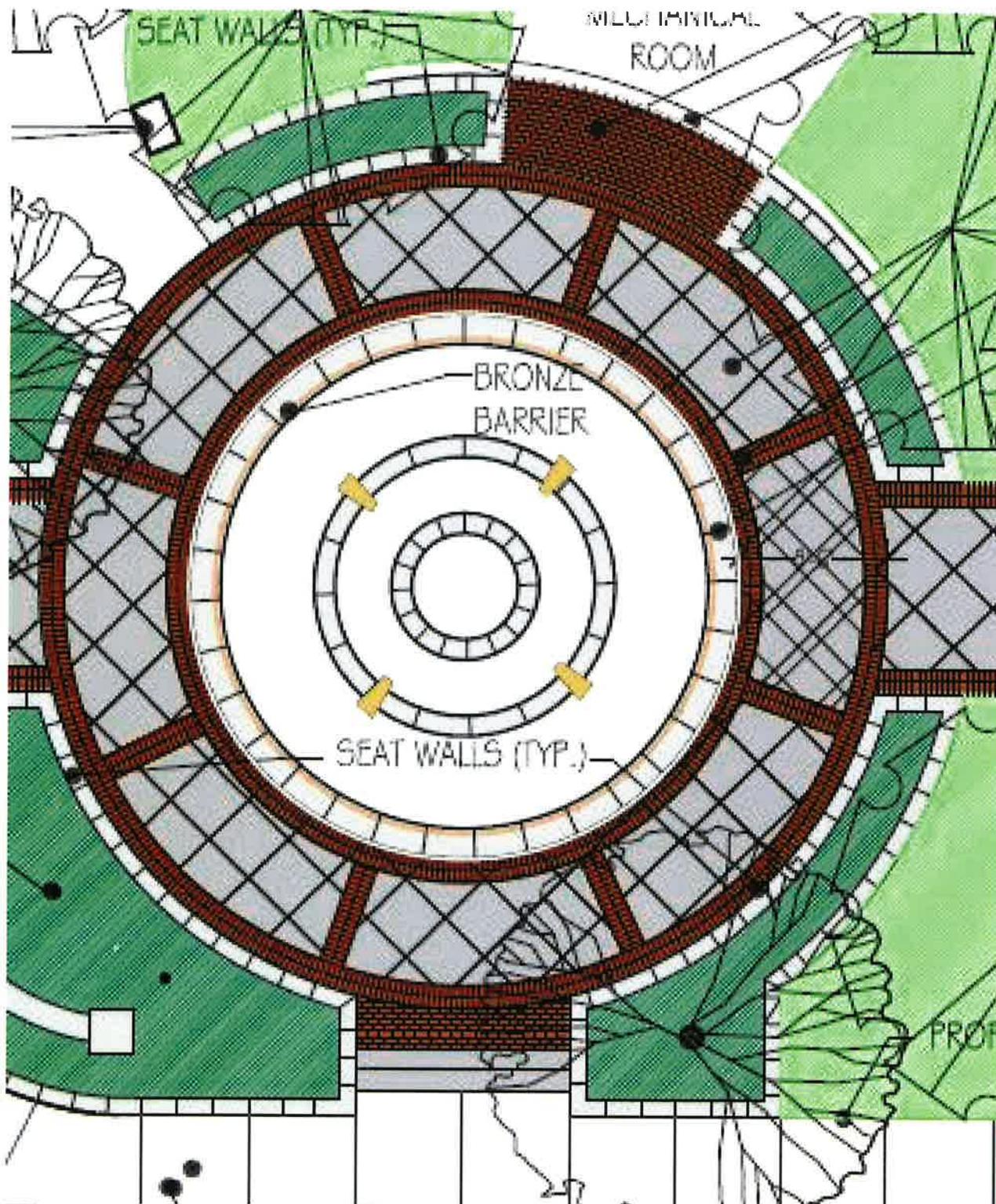




Legacy Brick Program

- Provides Community with an opportunity to participate in this heritage project by purchasing engraved bricks to be installed within fountain plaza hardscape area
- Revenue generated from brick sales may be reinvested in the community as well as offset project costs
- Potential for partnership with a non-profit to administer program





Legacy Brick Placement

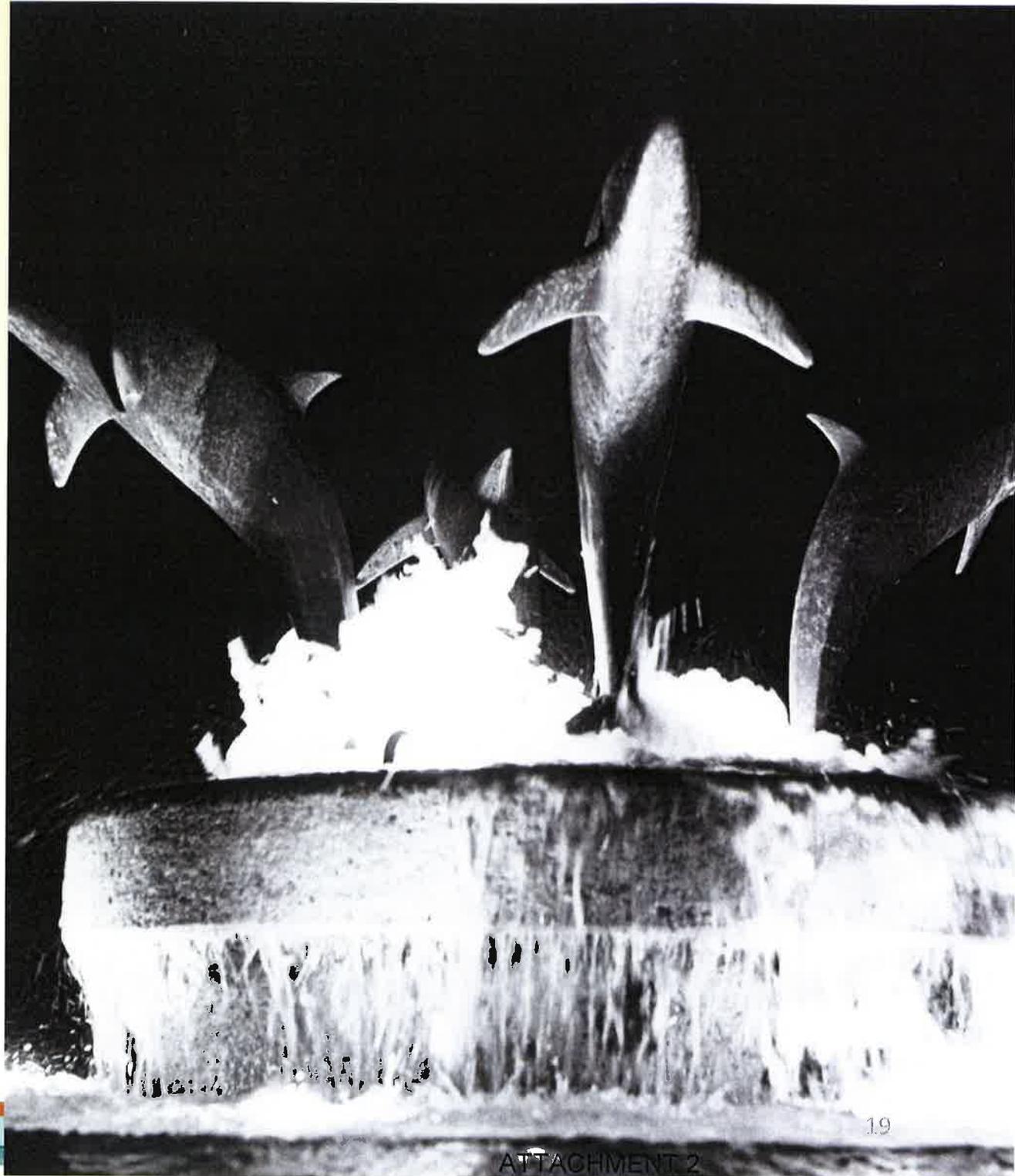


Project Schedule/Next Steps

Description	Date
City Council Study Session on Concept Plans	September 21, 2021
City Council Review and Consideration of Professional Services Agreement for Landscape and Engineering Design	October 5, 2021
City Council Study Session on Legacy Brick Program	October 19, 2021
Project Design Phase	October 2021 – January 2022
Solicit Construction Bids	February 2022
Award Construction Contract	March 2022
Construction Phase	April 2022 – June 2022
Ribbon Cutting	July 2022

Staff Recommendations

1. Receive and file staff presentation; and
2. Determine whether to proceed with conceptual project; and
3. If approved, direct Staff to retain landscape architectural firm to complete project design and construction documents; and
4. Provide direction to Staff on whether to develop a legacy brick program as a part of the project and return to the City Council with a study session to discuss



Questions?

