



Regular Meeting Agenda February 1, 2022

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 had 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

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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

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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.



Regular Meeting Agenda February 1, 2022

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

Mayor Rhonda Shader
District 1

Mayor Pro Tem Chad P. Wanke
District 4

Craig S. Green
Councilmember
District 2

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

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(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 - CLOSED SESSION
February 1, 2022
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

ORAL COMMUNICATIONS:

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

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

1. Pursuant to Government Code Section 54957(b)(1):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Administrator

2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 312 S. Melrose Street
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Party: Damien R. Arrula, City Administrator
Under Negotiations: Price and Terms of Payment

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
February 1, 2022
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Kenneth Curry

PLEDGE OF ALLEGIANCE:

PRESENTATIONS: None

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.g.):

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: January 18, and Special Meeting: January 19, 2022
Recommended Action: Approve

1.c. **City Fiscal Year 2021-22 Register for February 1, 2022**

Check Register

Fiscal Impact: \$ 966,342.60

Electronic Disbursement Register

Fiscal Impact: \$1,037,492.28

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.d. **Contract Change Order No. 2 for Fiscal Year 2021-22 Slurry Seal Project, Project No. 1202**

<u>Fiscal Impact:</u>	Expense:	\$ 568,281.29	Construction Contract Amount
		\$ 42,609.00	Change Order No.1
		\$ 74,152.30	Change Order No.2
		\$ 685,042.59	Total Contract Amount with Change Orders
Budget:		<u>\$ 750,000.00</u>	<u>FY 2021-22 CIP Project Budget</u>
		\$ 250,000.00	Measure U (791202-6740)
		\$ 500,000.00	Measure M (181202-6740)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve Contract Change Order No. 2 with Doug Martin Contracting Company, Inc. in the amount of \$42,609.00.

1.e. **Resolution Authorizing Project List for the 2021 OCTA Pavement Management Relief Funding Program for Local Agencies**

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

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2022-02, a Resolution of the City Council of the City of Placentia, California, which certifies that the City Council has authorized the project list submittal for Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the Orange County Transportation Authority 2021 Pavement Management Relief Funding Program; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.f. **A Resolution Authorizing Persons Holding Certain Designated Positions to Execute Urban Area Security Initiative Grant Documents for and on Behalf of the City of Placentia**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 3) Review and adopt Resolution No. R-2022-03, a Resolution of the City Council of the City of Placentia, California, authorizing persons holding certain designated positions to execute Urban Area Security Initiative Grant documents for and on behalf of the City of Placentia; and
- 4) Authorize the City Administrator and designated persons within the Placentia Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City.

1.g. **Purchase of Permit Tracking/Land Management Software Subscription and Integration, Pending Receipt of Approved Insurance Documents**

Fiscal Impact: Expense: \$ 251,083.32 Software Subscription Purchase And Implementation (5-Year Subscription)

Budget:	<u>Fiscal Years 2022-2024 (1-3 Year Subscriptions)</u>	
	\$ 100,000.00	SB 2 Planning Grant Program (506115-6840)
	\$ 25,724.67	Technology Fund (756201-6840)
	<u>Fiscal Year 2025 (4th Year Subscription)</u>	
	\$ 44,020.87	Technology Fund (756201-6840)
	<u>Fiscal Year 2026 (5th Year Subscription)</u>	
	\$ 45,121.38	Technology Fund (756201-6840)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Master Subscription Agreement with Dude Solutions, Inc. ("DSI"), for permit tracking/land management software and implementation in an amount not-to-exceed \$251,084; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Amendment to City Council Policy No. 370 Regarding the City's Use of Social Media**

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

Recommended Action: It is recommended that the City Council:

- 1) Adopt the amended City Council Policy No. 370 related to the City's use of social media and amend the City's Policy Manual to include said policy.

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 City Council Special meeting on Thursday, February 10, 2022 at 7:00 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:

- Memorandums of Understanding with the PPFMA, PPOA, and PCEA
- Legacy Brick Program
- Resolution Continuing to Authorize Remote Meetings
- Agreement for Rose/Alta Vista Street Resurfacing Project
- SB 619 Resolution
- Amendment to Agreement for On-Call Traffic Control Plan Check Services
- Agreement for Storm Drain Master Plan
- Agreement for Old City Hall Office Renovation Project
- Resolution Initiating Application to OC LAFCO to Annex Hamer Island
- Quarterly Treasurer's Report
- Study Session: Short-Term Rentals

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 February 1, 2022 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on January 27, 2022.

Karen O'Leary
Deputy City Clerk

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 MINUTES
January 18, 2022
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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.

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**1. b.
Feb. 1, 2022**

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

ROLL CALL:

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

ORAL COMMUNICATIONS:

Mayor Shader 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 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 312 S. Melrose Street
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Party: Damien R. Arrula, City Administrator
Under Negotiations: Price and Terms of Payment
2. Pursuant to Government Code Section 54956.9 (d)(4):
CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation
Significant Exposure to Litigation: (1 Case)

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

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

ROLL CALL:

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

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Interim Police Chief Brad Butts; Acting Fire Chief Jason Dobine; Interim Director of Finance Stephen Erlandson; Community Services Supervisor Veronica Ortiz; 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

INVOCATION: Fernando Villicana

PLEDGE OF ALLEGIANCE: Acting Fire Chief Dobine

PRESENTATIONS:

1. **Recognition of Planning Commission Chair Christine Schaefer on Her Retirement**
Presenter: Mayor Shader
Recipient: Christine Schaefer

Mayor Shader presented a plaque to Planning Commission Chair Christine Schaefer in recognition of her years of service to the City. She mentioned Chair Schaefer's leadership and expressed the City Council's and Staff's appreciation. Mrs. Schaefer thanked the City Council for the recognition, discussed her years of public service, and wished the best for the future of the City.

2. **Recognition of Fire Chaplain Fernando Villicana on His Retirement**

Presenter: Mayor Shader
Recipient: Fernando Villicana

Mayor Shader presented a certificate to Fire Chaplain Fernando Villicana and recognized his dedication to the Placentia Fire and Life Safety Department (PFLSD) and to the City of Placentia. Acting Fire Chief Dobine thanked Chaplain Villicana for his service to the PFLSD on behalf of the members of the Department and presented him with a PFLSD helmet.

3. **Presentation to the City of the "Turning Red Tape into Red Carpet Award"**

Presenter: Connor Medina, Government Affairs Manager for the Orange County Business Council
Recipients: City Council and City Administrator

Mayor Shader introduced Connor Medina, Government Affairs Manager for the Orange County Business Council, who presented the City with an award for the City's public/private partnership with Lynch EMS for 911 and advanced life support services. Mr. Medina discussed the City's accomplishments.

CLOSED SESSION REPORT:

City Attorney/Authority Counsel Bettenhausen stated that there were two (2) items on the Closed Session agenda: one (1) real property negotiation and one (1) potential initiation of litigation. The City Council discussed each of those items and provided direction to Staff. He noted that there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced two (2) new City of Placentia employees and recognized a long-term contractor/employee who had accepted a position outside the City.

Administrative Services Office Assistant Kassandra Camacho attended Fullerton College where she studied psychology. She previously worked as a legal clerk for a corporate law firm specializing in workers compensation and has a background in defense law and applied behavior analysis therapy. She aspires to gain her doctorate in psychology to provide therapeutic services for victimized youth.

Building Permit Technician Ulaa (pronounced "oh-la") Mansur obtained her bachelor's and master's in Architecture Engineering from the University of Al Nahrain. Ulaa has 12 years of experience working on small and large scale projects in California and internationally. She is a member of Green Building Team IGBT, an independent group of architects and engineers dealing with sustainability and green building.

City Administrator Arrula recognized the City's Media Services Specialist Eric Lowy and presented him with a Certificate of Appreciation. Eric had recently accepted a full-time position with the City of Nashville, Tennessee, and would be handling all the major broadcasting of their special events. Eric got his start in government working as a VolunTEEN with the City of Yorba Linda and was first employed by the City of Placentia in a part-time capacity in 2010. He also worked for Film ED Academy of the Arts as a video instructor, with the Placentia Yorba Linda Unified School District as a theatre technician, and at LA36 as a camera operator. Eric owned and operated Empire Media Productions, which produced council meetings, public service announcements, training videos, special events highlights, and photography for government agencies.

ORAL COMMUNICATIONS:

Placentia resident Julez Brown discussed street safety in her neighborhood and urged the City Council to approve a stop sign and speed bumps on her street.

City Clerk McKinnell summarized four (4) electronic communications received by the City Clerk's Office from Mark Larsen regarding the proposed Hamer Island annexation; and from Aaron Brown, Herbert Mittelstaedt, and Tristan Brannon regarding the safety of streets in their neighborhood.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Smith welcomed everyone back and wished all a Happy New Year. He stated that the City was preparing for and looking forward to spring and summer programming and events. He invited residents to check the Placentia Palm Quarterly for upcoming classes and events and to reach out to City staff with any questions, concerns, or issues.

Councilmember Green noted that the City Council, City Clerk, and City Treasurer enjoyed serving dinner to the Police and Fire Departments on New Year's Eve. He wished everyone a great 2022.

Councilmember Yamaguchi welcomed everyone back, echoed previous sentiments regarding Planning Commission Chair Christine Schaefer, and thanked her for her years of service. He congratulated Eric Lowy and wished him the best of luck with his new position.

Mayor Pro Tem Wanke thanked Christine Schaefer for her years of service and for her professionalism and wished her the best.

Mayor Pro Tem Wanke announced that the City of Placentia and Republic Services would hold its annual Free Compost Giveaway for residents of Placentia at Tri-City Park on Saturday, February 5, 2022, from 7:30 to 10:30 am (or until the compost runs out). This event provides an opportunity to give back and thank residents for their participation in the City's green waste recycling program. Residents were required to bring their own containers or buckets (no bags please) to receive the loose compost. There would be a limit of 60 gallons per household while supplies last. For more information those interested could contact the City at (714) 993-8148 or Republic Services at (714) 238-3300.

Mayor Shader wished everyone a happy 2022 and noted that she was looking forward to serving as Mayor, celebrating kind people in the community, and caring for the community. In keeping with her Mayor's Theme of *Placentia Clean and Kind*, she invited residents to nominate kind people in the community to be honored at a City Council meeting by emailing her at rshader@placentia.org.

Mayor Shader mentioned that along with spending time with her family and friends over the holiday break, she began planning goals for 2022 and met with each of her fellow City Council Members and the City Administrator. She noted that plans are being made for the City Council Goal Setting Workshop and stressed the importance of the City being proactive in its planning approach. She stated that the City Council always welcomes input from residents.

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

Motion by Green, seconded by Wanke, and carried a (5-0) vote to approve the Consent Calendar items 1.a. through 1.h., 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: December 7, 2021

Recommended Action: Approve

(Approved 5-0, as recommended)

1.c. **City Fiscal Year 2021-22 Register for January 18, 2022**

Check Register

Fiscal Impact: \$4,804,502.22

Electronic Disbursement Register

Fiscal Impact: \$2,306,741.38

Recommended Action: It is recommended that the City Council:

1) Receive and file

(Received and filed, as recommended)

1.d. **Making the Legally Required Findings to Continue 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-2022-01, a Resolution of the City Council of the City of Placentia, California, making the legally required findings to continue to authorize the conduct of remote "telephonic" meetings during the state of emergency.

(Approved 5-0, as recommended)

1.e. **Acceptance of Resignation from the Planning Commission**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Christine Schaefer from the Planning Commission; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancy on the Planning Commission.

(Approved 5-0, as recommended)

1.f. **Contract Change Order No. 2 for Fiscal Year 2020-2021 Roadway Rehabilitation, Project No. 1101, and Crowther Avenue Resurfacing, Project No. 1204**

<u>Fiscal Impact:</u> Expense:	\$ 306,422.79	Contract Change Order No. 2
Budget:	\$ 4,348,859.00	FY 2021-22 Capital Improvement Program Budget

FY 2020-21 Roadway Rehabilitation Project

\$ 4,228,859.00	Total Project Budget
\$ 3,103,600.00	FY 21-22 CIP Budget (791101-6185)
\$ 833,300.00	FY 21-22 CIP Budget (601101-6185)
\$ 152,109.00	FY 21-22 CIP Budget (181101-6185)
\$ 72,750.00	FY 21-22 CIP Budget (481101-6185)
\$ 5,250.00	Reimbursement From Sifi Network (103551-4399)

Crowther Avenue Resurfacing Project

\$ 120,000.00	Total Project Budget
\$ 120,000.00	FY 21-22 CIP Budget (721204-6185)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve Contract Change Order No. 2 with RJ Noble Company, in the amount of \$306,422.79.

(Approved 5-0, as recommended)

1.g. **Award of Construction Contract to Repaint the Bradford Avenue Pedestrian Bridge, Project No. 5204**

<u>Fiscal Impact:</u> Expense:	\$ 85,000	Construction Contract Amount
Budget:	\$ 125,000	Total Project Budget (795204-6850)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Public Works Agreement with Innovation Painting for the Pedestrian Bridge Painting Project in the amount of \$85,000; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the original contract amount, or \$8,500; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.h. **Recognized Obligation Payment Schedule (ROPS 22-23) For July 1, 2022 through June 30, 2023**

Fiscal Impact: RPTTF Funded Non-Admin Obligations: \$1,965,589
RPTTF Funded Administrative Overhead: \$ 151,142
TOTAL ROPS 22-23 Expenditure Request: \$2,116,731

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution RSA-2022-01, a Resolution of the City Council of the City of Placentia, California, acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, approving and adopting the Recognized Obligation Payment Schedule for the period of July 1, 2022 to June 30, 2023 (ROPS 22-23).

(Approved 5-0, as recommended)

2. PUBLIC HEARING:

2.a. **Consideration of an Urgency Ordinance of the City of Placentia, California, Amending Title 22 (Subdivisions) To Create an Urban Lot Split and Amending Title 23 (Zoning) Of the Placentia Municipal Code to Create Two (2) Residential Units per Lot Pursuant to the Implementation of Senate Bill 9**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning Ordinance No. O-2022-01; and
- 2) Receive the Staff Report, consider all Public Testimony, ask any questions of Staff; and
- 3) Close the Public Hearing; and
- 4) Find that adoption of Urgency Ordinance No. O-2022-01 is not a project under the California Environmental Quality Act pursuant to SB 9, and it can be seen with certainty that there is no possibility that the activity in question may have a significant effect upon the environment; and
- 5) Adopt as an urgency measure by 4/5 votes, Urgency Ordinance No. O-2022-01, an Urgency Ordinance of the City of Placentia, California, amending Title 22 (Subdivisions) to create an urban lot split and amending Title 23 (Zoning) of the Placentia Municipal Code to create two (2) residential units per lot pursuant to the implementation of Senate Bill 9; and
- 6) Direct Staff to return to the Planning Commission no later than March 2022 to consider the possible recommendation to the City Council of a non-urgency version of an ordinance designed to comply with Senate Bill 9.

(Approved 5-0, as recommended)

Mayor Shader opened the Public Hearing at 7:31 p.m.

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

City Administrator Arrula gave a brief overview of the item and introduced Director of Development Services Lambert who gave a report on the proposed Urgency Ordinance which would amend Title 22 (Subdivisions) of the Placentia Municipal Code to Create an Urban Lot Split and amend Title 23 (Zoning) to create two (2) residential units per lot pursuant to the implementation of Senate Bill 9.

Mayor Pro Tem Wanke asked for clarification of what constitutes a historic district in California and a brief discussion followed regarding the potential impacts on residents of complying with SB 9.

City Attorney Bettenhausen provided information on the definition of historic districts.

Mayor Shader questioned the spirit of SB 9 and asked how the SB 9 requirements mesh with the City's Regional Housing Needs Assessment (RHNA) requirements. She stated her assumption that Director Lambert and other municipal planning officials would be establishing best practices for cities and that more information and options may be available to the City Council in the coming months.

Mayor Shader closed the public hearing at 7:53 p.m.

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

2.b. **General Plan Amendment No. GPA 2021-01, 2021-2029 Housing Element Update**
Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the public hearing concerning General Plan Amendment No. GPA 2021-01; and
- 2) Receive the staff report and Staff presentation, and consider all public testimony; and
- 3) Consider Planning Commission recommendations from January 11, 2022, and provide direction to Staff regarding strategies for creating additional housing capacity to accommodate the RHNA over the next eight (8) years; and
- 4) Continue the public hearing regarding General Plan Amendment No. GPA 2021-01 (adoption of Housing Element) to March 15, 2022.

(Approved 5-0, to continue the public hearing, as recommended)

Mayor Shader opened the Public Hearing at 7:54 p.m.

City Administrator Arrula gave a brief overview of the item and introduced Director of Development Services Lambert who gave a presentation on the proposed Housing Element update. The presentation included the status of the 2021-2029 Housing Element. Director Lambert introduced Consultant John Douglas from JHD Planning to continue the presentation with a summary and clarification of the purpose of the presentation, the City's Regional Housing Needs Assessment (RHNA) allocation for 2021-2029 and how it could be accommodated, and RHNA key points. Director Lambert continued the presentation with options to accommodate additional housing.

Mayor Shader asked for clarification on which specific RHNA goals were being considered.

Mayor Shader stopped the presentation to inquire about public comment and invite Council Member comments on the first option presented, which was an expansion of the Transit Oriented District (TOD) Zone.

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

Councilmember Yamaguchi expressed support for giving direction on the first proposed option before hearing the complete presentation. He stated that the first option seemed as if it would have the least impact on single-family homes in Placentia and would improve the continuity of the TOD. He expressed concern regarding parking in the TOD and preserving the retail/commercial aspect of the TOD. He expressed support for the expansion of the TOD Zone to fulfill the City's RHNA assessment.

Councilmember Smith supported the expansion of the TOD Zone to fulfill the City's RHNA assessment.

Councilmember Green expressed support for the first option proposed.

Mayor Pro Tem Wanke also expressed his support.

Mayor Shader asked for clarification on how the adoption of the Housing Element update would affect the RHNA assessment and the options being considered.

Director Lambert continued the presentation with the Chapman Corridor current zoning and potential boundaries and districts and explored a potential expansion of higher density adjacent to the Atwood neighborhood and Old Town Placentia.

Mayor Pro Tem Wanke asked for additional clarification on the maps and the potential housing units that may be included in the planning target for each option.

Mayor Shader asked for an explanation of the difference between R-2 and R-3 zoning designations and a brief discussion followed regarding zoning options and RHNA goals.

Mayor Shader called for City Council comments and direction.

Councilmember Smith expressed support for the TOD expansion option and changing selected zoning densities.

Councilmember Green support the TOD expansion and changing selected zoning densities.

Councilmember Yamaguchi voiced reservations regarding changing the zoning density in the Chapman Avenue Corridor and expressed support for upgrading the Baker Street property.

A discussion followed regarding the change in zoning density, parking, other options, and possible future assessments.

Mayor Pro Tem Wanke supported the TOD expansion and the redrawing of Chapman Corridor boundaries.

Mayor Shader supported the TOD expansion, the redrawing of Chapman Corridor boundaries, and changing selected zoning densities.

Mayor Shader asked questions about the Department of Housing and Community Development (HCD) review letter and about the possible consequences of the City's response to the review.

John Douglas answered Council Member's questions and discussed a process called Certification of the Housing Element. A brief discussion followed regarding timelines and deadlines.

Mayor Shader closed the public hearing at 8:51 p.m.

Motion by Green, seconded by Wanke, and carried a (5-0) vote to continue the public hearing to the Regular Meeting of March 15, 2022 at 7:00 p.m., as recommended.

3. REGULAR AGENDA:

3.a. Annual City Council Appointments to Various Intergovernmental Agencies, Associations, and City Subcommittees

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and
- 2) Direct Staff to notify the various intergovernmental agencies, associations, and City subcommittees of the City Council appointments.

(Approved 5-0, as recommended)

Mayor Shader asked if any Council Member wanted to request a change in the previous appointments to various intergovernmental agencies, associations, and City subcommittees.

Mayor Shader asked to be named as the delegate to the Association of California Cities – Orange County with Mayor Pro Tem Wanke as her alternate. Councilmember Green and Mayor Pro Tem Wanke agreed.

Mayor Shader asked that the Citywide Fiber Optic and Smart City Ad-Hoc Committee be renamed the Smart City Ad-Hoc Committee and nominated Councilmember Yamaguchi. Mayor Pro Tem Wanke nominated Mayor Shader and there was City Council consensus.

Mayor Shader called for nominations to the Historic Preservation Ad-Hoc Committee and Councilmember Yamaguchi nominated Councilmember Green. Mayor Shader nominated Councilmember Smith. There was City Council consensus.

Mayor Pro Tem Wanke asked that contact information for the League of California Cities be updated and pointed out that the City Selection Committee is administered by the County of Orange and not League of California Cities. Mayor Shader stated that the City Selection Committee delegate is always the Mayor.

Mayor Shader directed that she be named the delegate to the Orange County City Selection Committee and that Mayor Pro Tem Wanke be named alternate. There was City Council consensus.

Mayor Pro Tem Wanke asked to be replaced as an appointee to the Old Town Parking Ad-Hoc Committee. Councilmember Green agreed to serve on the Old Town Parking Ad-Hoc Committee.

There was City Council consensus to disband the Online Permit Ad-Hoc Committee.

Mayor Pro Tem Wanke expressed his desire to serve on the Yorba Linda Water District/Golden State Water Joint Water Services Committee and Mayor Shader agreed to have Mayor Pro Tem Wanke replace her on the Committee.

City Attorney Bettenhausen reminded the City Clerk's Office to post a Form 806 on the website indicating which appointments pay a stipend to City Council appointees.

Motion by Wanke, seconded by Green, and carried a (5-0, Wanke abstained on the Orange County Sanitation District) vote to approve the list of appointments to various intergovernmental agencies, associations, and City subcommittees as amended.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Smith welcomed Mayor Shader onboard as Mayor for 2022.

Councilmember Green welcomed Mayor Shader back as Mayor.

Councilmember Yamaguchi requested an update from Staff on the City Council Retreat.

Mayor Pro Tem Wanke asked for a public report on the results of traffic surveys of and steps taken in the Hemingway/Faulkner neighborhood.

Mayor Shader requested to agendize a review of the City's Short-Term Rentals program and statistics. She directed Staff to recruit for the Planning Commission vacancy. She asked for a quarterly financial report from the City Treasurer.

City Administrator Arrula noted that a quarterly financial update is tentatively scheduled to be presented at the February 15, 2022 City Council meeting and that the City Council Retreat is tentatively schedule for March 10, 2022.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 9:09 p.m. in memory of Mrs. Barbara Jean Erlandson Church, "The Captain's Wife" and friend of Councilmember Craig Green for over 45 years, to a City Council Special meeting on Wednesday, January 19, 2022 at 5:00 p.m.

Rhonda Shader, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/
Agency Secretary

DRAFT

**PLACENTIA CITY COUNCIL
SPECIAL MEETING MINUTES
January 19, 2022
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue**

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.

CALL TO ORDER: Mayor Shader called the meeting to order at 5:07 p.m.

ROLL CALL:

PRESENT: Councilmember Green, Smith, Yamaguchi, Wanke, Shader
ABSENT: None

ORAL COMMUNICATIONS:

City Clerk McKinnell stated that no members of the public were present to comment, and no public comment had been received electronically.

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

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

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

ROLL CALL:

PRESENT: Councilmember Green, Smith, Yamaguchi, Wanke, Shader

ABSENT: None

STAFF PRESENT: City Attorney Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Director of Development Services Joe Lambert; City Clerk Robert McKinnell; Deputy City Clerk Karen O’Leary

INVOCATION: Sterling Bennett

PLEDGE OF ALLEGIANCE: Mayor Shader

CLOSED SESSION REPORT:

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

1. PUBLIC HEARING:

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

Fiscal Impact: Expense: \$13,887.68 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. 2 to receive Staff and consultant input and public comments regarding the boundaries of potential Council election district maps 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.

City Administrator Arrula gave an overview of the City Council district review process and introduced Consultant Justin Levitt from National Demographics Corporation (NDC) to provide a presentation and answer questions from the City Council and the public. He also introduced Special Legal Counsel Craig A. Steele from RWG Law, who was available to answer questions.

Mayor Shader opened the public hearing at 7:05 p.m.

Demographer Justin Levitt noted that February 3, 2022 was the deadline for public submission of draft maps for Public Hearing No. 3 which would be held on February 10, 2022. He gave a presentation which included an overview of the redistricting process and a timeline, redistricting rules and goals, a demographic summary of existing districts, and copies of draft maps submitted to the City for City Council consideration. He invited the City Council and the public to communicate what they liked about the maps, what parts of each map work, and what parts do not. He asked for direction on eliminating maps, a selection of focus maps, and requests for revisions to existing maps.

ORAL COMMUNICATIONS:

Placentia resident Julie Suchard gave her thoughts on the review of City Council district boundaries and focused on the election cycles for each district and how voters may be affected by changes to the district boundaries.

City Clerk McKinnell stated that no communications had been received electronically by the City Clerk's Office.

Mayor Shader closed the public hearing at 7:25 p.m.

Councilmember Smith thanked the City Clerk's Office for making maps available for all to review. He discussed a comment made by Justin Levitt regarding adjustments necessary on some draft maps to make them compliant with redistricting rules and goals so that they can be considered. He expressed his appreciation for the comments from the public speaker and congratulated the members of the public who were taking the time, energy, and effort to draft and submit maps. He encouraged the public to continue to produce and submit maps and urged the City Council to give appropriate consideration to all submitted maps.

Councilmember Green discussed the necessity to rely on consultants to insure that maps under consideration are in compliance with the rules and goals of redistricting. He thanked everyone who has worked hard on the district boundary review.

Councilmember Yamaguchi thanked all the members of the public who took time to submit draft maps. He asked that it be made clear to the City Council which maps are not in compliance and should not be considered. He asked if the demographers made changes to the public draft maps during their analysis. He requested a report for each map detailing the statistics for residents that would be prevented from voting in their previous election cycle.

Mayor Pro Tem Wanke thanked NDC for all their work on the analysis of the maps and pointed out that anyone drafting a map with the online, interactive tool should review each tab of the tool and consider the number assigned to each district. He noted that several of the maps presented to City Council split the Alta Vista North and South communities and he stressed the importance of keeping those two communities together as a community of interest. He noted parts that he liked about different maps and asked NDC to report on which maps violate federal and/or state law. He stated that he does not like districting and believes it disenfranchises voters and is divisive rather than unifying.

Mayor Shader asked for clarification on NDC's processing and analyzing of the draft maps and gave direction for a revised Public Map No. 3. She asked for clarification on the priority of the redistricting rules and goals and the requirements of the City's Settlement Agreement regarding City Council districts.

Mayor Shader noted that map drawing tools are available on the City's website and blank paper maps are available in the City Clerk's Office along with printed copies of draft maps. She encouraged residents to submit draft maps and to send comments to the City Clerk's Office or to the City Council Members with suggestions and concerns regarding the district boundary review.

City Clerk McKinnell stated that while maps can be submitted anonymously, if an email is sent to the City Clerk's Office identifying a particular map author, Staff may contact the author to suggest changes to assist in complying with the rules and goals so that the map may be considered.

City Attorney Bettenhausen discussed the issue of voter disenfranchisement that may be the result of remapping the City Council districts and noted that the existing City Council district maps are not in compliance with current redistricting rules, goals, and requirements.

ADJOURNMENT:

The City Council adjourned at 7:48 p.m. to a Regular City Council Meeting on Tuesday, February 1, 2022, at 5:30 p.m.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

City of Placentia
Check Register
For 02/01/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					Grand Total:	966,342.60			
<u>Check Totals by ID</u>									
	AP				966,342.60				
	EP				0.00				
	IP				0.00				
	OP				0.00				
					Void Total:	0.00			
					Check Total:	966,342.60			
		<u>Fund Name</u>	<u>Check Totals by Fund</u>						
		101-General Fund (0010)	583,184.21						
		117-Measure U Fund (0079)	6,807.50						
		205-State Gas Tax (0017)	10,903.00						
		208-Scssr Agency Ret Oblg (0054)	2,537.60						
		210-Measure M (0018)	21,772.59						
		211-PEG Fund (0058)	2,946.33						
		225-Asset Seizure (0021)	8,586.98						
		231-Placentia Reg Nav Cent(0078)	133,530.96						
		233-Gen Plan Update Fees (0074)	13,212.50						
		234-Technology Impact Fees (0075)	13.12						
		236-Parks & Rec Impact Fees (0063)	9,504.41						
		239-CW Stormdr Impact Fee (0066)	1,342.36						
		245-Storm Drain Constrction (0025)	2,262.89						
		260-Street Lighting Distrcet (0028)	41,653.15						
		265-Landscape Maintenance (0029)	234.82						
		280-Misc Grants Fund (0050)	28,585.00						
		302-Public Financing Autho(0082)	2,300.00						
		405-Afford Housing In-Lieu (0034)	8,216.25						
		501-Refuse Administration (0037)	12,048.47						
		601-Employee Health & Wlfre (0039)	4,872.18						
		605-Risk Management (0040)	61,233.38						
		701-Special Deposits (0044)	10,594.90						
		Check Total:	966,342.60						

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

1. c.
Feb. 1, 2022

City of Placentia
Check Register
For 01/26/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADAMSON POLICE V007539	PROTAC RAIL MOUNTS	103043-6162 Range Training	AP011422	1,051.54	INV364928		00109954	01/14/2022
MW OH	ADAMSON POLICE V007539	ROMEO CIRCLE DOTS	103043-6162 Range Training	AP011422	1,794.63	INV366758		00109954	01/14/2022
MW OH	ADAMSON POLICE V007539	PEPPERBALL GUNS	213041-6840 Machinery & Equipment	AP011422	4,323.36	INV365503	P12245	00109954	01/14/2022
Check Total:					7,169.53				
MW OH	ALL CITY MANAGEMENT V000005	10/3-16 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP011422	3,718.00	72591	P12137	00109955	01/14/2022
MW OH	ALL CITY MANAGEMENT V000005	10/17-30 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP011422	3,718.00	72997	P12137	00109955	01/14/2022
MW OH	ALL CITY MANAGEMENT V000005	10/31-11/13 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP011422	3,346.20	73307	P12137	00109955	01/14/2022
MW OH	ALL CITY MANAGEMENT V000005	11/14-27 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP011422	1,635.92	73643	P12137	00109955	01/14/2022
MW OH	ALL CITY MANAGEMENT V000005	11/28-12/11 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP011422	3,718.00	73826	P12137	00109955	01/14/2022
Check Total:					16,136.12				
MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-0702-5843		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-0711-6090		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-0715-6206		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	JULY CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-0720-6348		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	AUG CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-0823-7340		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1001-8483		00109956	01/14/2022

City of Placentia
Check Register
For 01/26/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	101.75	21-1006-8629		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1006-8636		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1008-8681		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1013-8824		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1015-8873		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1016-8903		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	101.75	21-1016-8905		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	101.75	21-1017-8922		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-1018-8961		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1019-8982		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	101.75	21-1020-9026		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1024-9132		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-1024-9143		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-1027-9215		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	101.75	21-1027-9248		00109956	01/14/2022

City of Placentia
Check Register
For 01/26/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1028-9251		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1031-9320		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	OCT TOWING SERVICES	103047-6181 Towing Services	AP011422	185.00	21-1031-9329		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	NOV CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-1102-9383		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	NOV CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-1115-9744		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	NOV CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-1117-9835		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	NOV CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-1121-9952		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	NOV CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	185.00	21-1122-9969		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	NOV CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	101.75	21-1122-9972		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	NOV CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	530.00	21-1124-10053		00109956	01/14/2022
MW OH	ANAHEIM FULLERTON V006631	NOV CSUF PD TOWING SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	101.75	21-1125-10076		00109956	01/14/2022
Check Total:					5,682.25				
MW OH	ANTHEM LIFE INSURANCE V000046	JAN LIFE INSURANCE PMT	395083-5163 Life Insurance Premiums	AP011422	5.00	JANUARY 22		00109958	01/14/2022
Check Total:					5.00				
MW OH	AT & T V008736	12/9-1/8 FD2 INTERNET	109595-6215 Telephone	AP011422	53.50	DEC FD2 21		00109959	01/14/2022
MW OH	AT & T V008736	12/10-1/9 KOCH PARK INTERNET	109595-6215 Telephone	AP011422	42.80	DEC KP 21		00109959	01/14/2022

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MW OH	AT & T V008736	12/15-1/14 LMD INTERNET	296561-6215 Telephone	AP011422	42.80	DEC LMD 21		00109959	01/14/2022
				Check Total:	139.10				
MW OH	AT & T MOBILITY V008709	12/8-1/7 IPAD CHARGES	109595-6215 Telephone	AP011422	624.17	X12152021		00109960	01/14/2022
				Check Total:	624.17				
MW OH	B & M LAWN & GARDEN V000127	HEXAGON NUTS	103655-6301 Special Department Expenses	AP011422	12.87	531898		00109961	01/14/2022
				Check Total:	12.87				
MW OH	BARAJAS, PAUL V012121	PYB COACHING DISCOUNT VOUCHER	00000-4340 / 79376-4340 Recreation Programs	AP011422	119.00	2002969.002		00109962	01/14/2022
				Check Total:	119.00				
MW OH	BOA ARCHITECTURE V010118	ADA DESIGN SVS	795101-6185 Construction Services	AP011422	60.00	20-2905-3A	P12190	00109963	01/14/2022
				Check Total:	60.00				
MW OH	CALIFORNIA FORENSIC V000232	OCT PD BLOOD DRAWS	103040-6055 Medical Services	AP011422	812.00	1768	P12138	00109964	01/14/2022
MW OH	CALIFORNIA FORENSIC V000232	NOV PD BLOOD DRAWS	103040-6055 Medical Services	AP011422	812.00	1817	P12138	00109964	01/14/2022
				Check Total:	1,624.00				
MW OH	CARL WARREN & CO V008011	DEC LIABILITY SERVICES	404582-6025 Third Party Administration	AP011422	1,661.00	CWC-2017984		00109965	01/14/2022
				Check Total:	1,661.00				
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	50.00	250 10/7/22		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	50.00	251 10/7/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	25.00	254 10/14/21		00109966	01/14/2022

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MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	25.00	258 10/20/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	125.00	263 10/27/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP011422	25.00	270 11/4/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP011422	25.00	282 11/24/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV CSUF PD LIEN SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	25.00	282 CSUF 11/24		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	135.00	3832 10/22/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	45.00	3833 10/29/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT CSUF PD LIEN SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	45.00	3833 CSUF 10/29		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP011422	90.00	3835 11/12/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV CSUF PD LIEN SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	45.00	3835 CSUF 11/12		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP011422	45.00	3836 11/19/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT CSUF PD LIEN SVS	103047-6183 CSUF PD Reimburse Impound Fees	AP011422	15.00	6447 10/14/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	15.00	64477 10/14/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	15.00	6456 10/27/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP011422	15.00	6457 10/28/21		00109966	01/14/2022

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MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103047-6182 Lien Services	AP011422	15.00	6461 11/3/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES NOV CSUF PD LIEN SVS V005847		103047-6183 CSUF PD Reimburse Impound Fees	AP011422	15.00	6461 CSUF 11/3		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103047-6182 Lien Services	AP011422	30.00	6463 11/4/21		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES NOV CSUF PD LIEN SVS V005847		103047-6183 CSUF PD Reimburse Impound Fees	AP011422	30.00	6463 CUSF 11/4		00109966	01/14/2022
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SERVICES V005847		103047-6182 Lien Services	AP011422	30.00	6475 11/24/21		00109966	01/14/2022
					Check Total:	935.00			
MW OH	COLANTUONO HIGHSMITH DEC LITIGATION CHARGES V009754		101005-6006 Litigation	AP011422	163.29	50571		00109967	01/14/2022
					Check Total:	163.29			
MW OH	COPWARE INC V000172	2022 COPWARE WEB ACCESS	103040-6320 Books & Periodicals	AP011422	395.00	85798		00109968	01/14/2022
					Check Total:	395.00			
MW OH	COUNTY OF ORANGE V008881	PRE-BOOKING, PROPERTY FORMS	103040-6230 Printing & Binding	AP011422	135.20	SH 60573		00109969	01/14/2022
MW OH	COUNTY OF ORANGE V008881	NOV AFIS SERVICES	103040-6290 Dept. Contract Services	AP011422	2,015.00	SH 60515	P12141	00109969	01/14/2022
MW OH	COUNTY OF ORANGE V008881	DEC AFIS SERVICES	103040-6290 Dept. Contract Services	AP011422	2,015.00	SH 60845	P12141	00109969	01/14/2022
MW OH	COUNTY OF ORANGE V008881	JAN AFIS SERVICES	103040-6290 Dept. Contract Services	AP011422	2,015.00	SH 61096	P12141	00109969	01/14/2022
MW OH	COUNTY OF ORANGE V008881	NOV OCATS, CLETS SVS	103043-6099 Professional Services	AP011422	1,104.51	SH 60764	P12142	00109969	01/14/2022
MW OH	COUNTY OF ORANGE V008881	DEC OCATS, CLETS SVS	103043-6099 Professional Services	AP011422	1,104.51	SH 60924	P12142	00109969	01/14/2022

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				Check Total:	8,389.22				
MW OH	DEPARTMENT OF V009290	21/22 WORKERS' COMP ASSESSMENT	404580-5165 Workers' Compensation Claims	AP011422	51,877.97	OSIP 69106A	P12296	00109970	01/14/2022
				Check Total:	51,877.97				
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP011422	119.00	543746		00109971	01/14/2022
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP011422	294.00	543746		00109971	01/14/2022
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	101512-6099 Professional Services	AP011422	192.00	543746		00109971	01/14/2022
MW OH	DEPARTMENT OF JUSTICE V000213	DEC LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP011422	51.00	549702		00109971	01/14/2022
MW OH	DEPARTMENT OF JUSTICE V000213	DEC LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP011422	188.00	549702		00109971	01/14/2022
MW OH	DEPARTMENT OF JUSTICE V000213	DEC LIVESCAN PROCESSING	101512-6099 Professional Services	AP011422	128.00	549702		00109971	01/14/2022
				Check Total:	972.00				
MW OH	DOCHMASCHEWSKY, LUCA V012126	EMT CERT REIMBURSEMENT	103066-6250 Staff Training	AP011422	162.00	092121		00109972	01/14/2022
				Check Total:	162.00				
MW OH	DURATECH USA INC V009370	NETMOTION SUBSCRIPTION	103041-6301 Special Department Expenses	AP011422	850.00	5739		00109973	01/14/2022
				Check Total:	850.00				
MW OH	ENTENMANN-ROVIN CO V000342	PD BADGE	103040-6299 Other Purchased Services	AP011422	155.32	0162055		00109974	01/14/2022
MW OH	ENTENMANN-ROVIN CO V000342	COMMENDATION BARS	103041-6360 Uniforms	AP011422	2,224.70	0162314		00109974	01/14/2022
				Check Total:	2,380.02				
MW OH	ESCOBAR, REBECCA	PYB COACHING DISCOUNT VOUCHER	00000-4340 / 79376-4340	AP011422	119.00	2002970.002		00109975	01/14/2022

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	V012120		Recreation Programs						
				Check Total:	119.00				
MW OH	FACTORY MOTOR PARTS V010842	RADIATOR CAP	103658-6134 Vehicle Repair & Maintenance	AP011422	8.03	102-152862	P12259	00109976	01/14/2022
MW OH	FACTORY MOTOR PARTS V010842	IGNITION WIRE SET	103658-6134 Vehicle Repair & Maintenance	AP011422	40.90	12-4371877	P12259	00109976	01/14/2022
MW OH	FACTORY MOTOR PARTS V010842	MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP011422	73.05	12-4379742	P12259	00109976	01/14/2022
MW OH	FACTORY MOTOR PARTS V010842	LOCKING FUEL CAP	103658-6134 Vehicle Repair & Maintenance	AP011422	19.37	12-4383849	P12259	00109976	01/14/2022
				Check Total:	141.35				
MW OH	FAILSAFE TESTING LLC V012127	ANNUAL LADDER TESTING SVS	103066-6301 Special Department Expenses	AP011422	924.60	11968		00109977	01/14/2022
				Check Total:	924.60				
MW OH	FAIRWAY FORD V000376	EXHAUST VALVE	103658-6134 Vehicle Repair & Maintenance	AP011422	109.78	267241	P12239	00109978	01/14/2022
				Check Total:	109.78				
MW OH	FIFTH AVENUE CLEANERS V010431	DEC PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP011422	547.84	DECEMBER 21		00109979	01/14/2022
MW OH	FIFTH AVENUE CLEANERS V010431	DEC PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP011422	577.37	NOVEMBER 21		00109979	01/14/2022
MW OH	FIFTH AVENUE CLEANERS V010431	OCT PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP011422	591.35	OCTOBER 21		00109979	01/14/2022
				Check Total:	1,716.56				
MW OH	FIREFIGHTERS SAFETY V011346	FD DUTY UNIFORM BUGELS	103066-6360 Uniforms	AP011422	238.71	28662	P12252	00109980	01/14/2022
MW OH	FIREFIGHTERS SAFETY V011346	FD DUTY UNIFORMS & BOOTS	103066-6360 Uniforms	AP011422	516.21	28740	P12252	00109980	01/14/2022
				Check Total:	754.92				

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MW OH	FORENSIC NURSE V009316	11/14, 11/20 SART EXAMS	103040-6099 Professional Services	AP011422	2,000.00	4937		00109981	01/14/2022
					Check Total:	2,000.00			
MW OH	FORTIN LAW GROUP V011875	11/13 LITIGATION COSTS	404582-6006 Litigation	AP011422	328.25	10981		00109982	01/14/2022
					Check Total:	328.25			
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN RETENTION PMT	104101-6185 Construction Services	AP011422	354.15	210823-R	P12196	00109983	01/14/2022
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN RETENTION PMT	184104-6185 Construction Services	AP011422	15,837.60	210823-R	P12196	00109983	01/14/2022
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN RETENTION PMT	664101-6185 Construction Services	AP011422	1,342.36	210823-R	P12196	00109983	01/14/2022
MW OH	G2 CONSTRUCTION INC V009688	CATCH BASIN RETENTION PMT	254101-6185 Construction Services	AP011422	2,262.89	210823-R	P12196	00109983	01/14/2022
					Check Total:	19,797.00			
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Expenses	AP011422	1,936.81	320741A		00109984	01/14/2022
					Check Total:	1,936.81			
MW OH	GREEN, CRYSTAL ANN V012124	FACILITY DEPOSIT REFUND	100000-4385 Facility Rental	AP011422	100.00	2002971.002		00109985	01/14/2022
					Check Total:	100.00			
MW OH	HAWK ANALYTICS V009767	CELLHAWK SUBSCRIPTION	103042-6290 Dept. Contract Services	AP011422	4,995.00	24689		00109986	01/14/2022
					Check Total:	4,995.00			
MW OH	HAZ PARTY RENTALS V000462	VETERANS EVENT RENTALS	103040-6999 Other Expenditure	AP011422	513.80	42636		00109987	01/14/2022
					Check Total:	513.80			
MW OH	HEARTLAND CUSTOMER V012128	PTZ CAMERA REPAIRS	581573-6301 Special Department Expenses	AP011422	1,277.33	HZR100675		00109988	01/14/2022

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				Check Total:	1,277.33				
MW OH	HERC RENTALS INC V010786	STUMP GRINDER RENTAL	103655-6170 Equipment & Tool Rental	AP011422	272.08	32563080-001		00109989	01/14/2022
				Check Total:	272.08				
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP011422	192.74	123720		00109990	01/14/2022
				Check Total:	192.74				
MW OH	INTOXIMETERS INC. V000524	SHIPPING	213041-6840 Machinery & Equipment	AP011422	55.00	695572	P12273	00109991	01/14/2022
MW OH	INTOXIMETERS INC. V000524	ALCO-SENSOR VXL INSTRUMENT	213041-6840 Machinery & Equipment	AP011422	4,470.00	695572	P12273	00109991	01/14/2022
MW OH	INTOXIMETERS INC. V000524	TAX	213041-6840 Machinery & Equipment	AP011422	338.62	695572	P12273	00109991	01/14/2022
MW OH	INTOXIMETERS INC. V000524	TRADE-IN OFFER	213041-6840 Machinery & Equipment	AP011422	-600.00	695572	P12273	00109991	01/14/2022
				Check Total:	4,263.62				
MW OH	JARDON, MARTIN V012077	FACILITY DEPOSIT REFUND	100000-4385 Facility Rental	AP011422	150.00	2002931.002A		00109992	01/14/2022
				Check Total:	150.00				
MW OH	JHD PLANNING LLC V007589	UPDATE HOUSING ELEMENT	749102-6017 Special Studies	AP011422	13,190.00	2 HOUSING	P12117	00109993	01/14/2022
MW OH	JHD PLANNING LLC V007589	UPDATE HOUSING ELEMENT	509102-6017 Special Studies	AP011422	25,000.00	2 HOUSING	P12117	00109993	01/14/2022
				Check Total:	38,190.00				
MW OH	KIM, JANET V012125	FACILITY DEPOSIT REFUND	100000-4385 Facility Rental	AP011422	150.00	2002972.002		00109994	01/14/2022
				Check Total:	150.00				
MW OH	KOA HILLS CONSULTING LLC V011519	01/30-12/15 CONSULTING SVS	796103-6840 Machinery & Equipment	AP011422	1,531.25	8646	P12240	00109995	01/14/2022

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MW OH	KOA HILLS CONSULTING LL V011519	CONSULTING SVS - CARRYOVER	796103-6840 Machinery & Equipment	AP011422	568.75 8694	P12240	00109995	01/14/2022
					Check Total:	2,100.00		
MW OH	KOSMONT COMPANIES V006131	OCT SA SUPPORT SVS	547525-6099 Professional Services	AP011422	2,537.60 1502.9-065	P12299	00109996	01/14/2022
					Check Total:	2,537.60		
MW OH	LAKESHORE LEARNING V000585	TINY TOT CLASSROOM FURNITURE	635103-6840 Machinery & Equipment	AP011422	3,286.39 587878121621	P12271	00109997	01/14/2022
MW OH	LAKESHORE LEARNING V000585	TINY TOT CLASSROOM FURNITURE	637103-6185 Construction Services	AP011422	6,218.02 587947121521	P12271	00109997	01/14/2022
					Check Total:	9,504.41		
MW OH	LANGUAGE NETWORK INC V010775	12/16 TRANSLATION SERVICES	101002-6299 Other Purchased Services	AP011422	155.52 P2092		00109998	01/14/2022
					Check Total:	155.52		
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP011422	21.16 INV544102		00109999	01/14/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP011422	63.08 INV546491		00109999	01/14/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP011422	444.77 INV546526		00109999	01/14/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP011422	236.73 INV546646		00109999	01/14/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103047-6360 Uniforms	AP011422	429.61 INV546653		00109999	01/14/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP011422	522.00 INV546673		00109999	01/14/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP011422	299.28 INV546682		00109999	01/14/2022
MW OH	LN CURTIS & SONS	PD UNIFORMS	103041-6360	AP011422	38.23 INV548602		00109999	01/14/2022

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	V011267		Uniforms						
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP011422	117.48	INV548617		00109999	01/14/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP011422	125.05	INV553246		00109999	01/14/2022
				Check Total:	2,297.39				
MW OH	MATTHEW BENDER & CO IN V000163	2022 CA PENAL CODE BOOKS	103040-6320 Books & Periodicals	AP011422	909.43	28814118		00110000	01/14/2022
				Check Total:	909.43				
MW OH	MINUTEMAN V007449	MILITARY STREET BANNERS	0044-2082 / 50405-2082 Military Banners Program	AP011422	1,072.93	37531		00110001	01/14/2022
				Check Total:	1,072.93				
MW OH	MORENO, ROBERT V011388	PYB COACHING DISCOUNT VOUCHER	00000-4340 / 79376-4340 Recreation Programs	AP011422	119.00	2002968.002		00110002	01/14/2022
				Check Total:	119.00				
MW OH	MOTOROLA SOLUTIONS V010749	800MHZ UPGRADE PMT 3 OF 4	105525-6905 Principal/Bonds/COP's/Leases	AP011422	41,867.53	30779	P12094	00110003	01/14/2022
				Check Total:	41,867.53				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	214.56	68734		00110004	01/14/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	107.17	68739		00110004	01/14/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	73.03	68781		00110004	01/14/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	264.61	68818		00110004	01/14/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	148.84	68822		00110004	01/14/2022
MW OH	OFFICE INDUSTRIES	OFFICE SUPPLIES	103040-6315	AP011422	465.81	68858		00110004	01/14/2022

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	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	10.26	68859		00110004	01/14/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	207.16	68860		00110004	01/14/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	56.47	68860-1		00110004	01/14/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	23.03	68870		00110004	01/14/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP011422	27.70	B68781-1		00110004	01/14/2022
				Check Total:	1,598.64				
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103043-6360 Uniforms	AP011422	112.00	141935		00110005	01/14/2022
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103043-6360 Uniforms	AP011422	32.00	142191		00110005	01/14/2022
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103043-6360 Uniforms	AP011422	40.00	142441		00110005	01/14/2022
				Check Total:	184.00				
MW OH	PETE'S ROAD SERVICE INC V000767	FIRE TRUCK TIRE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP011422	151.54	550734-00		00110006	01/14/2022
				Check Total:	151.54				
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP011422	241.35	C67983		00110007	01/14/2022
				Check Total:	241.35				
MW OH	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PMT	395083-5163 Life Insurance Premiums	AP011422	678.61	124121124000-00		00110008	01/14/2022
MW OH	PRINCIPAL FINANCIAL V000844	JAN LIFE INSURANCE PMT	109595-5110 Life Ins Allocation	AP011422	825.83	124121124000-00		00110008	01/14/2022

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				Check Total:	1,504.44				
MW OH	PRINCIPAL LIFE V008141	JAN DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP011422	1,267.20	JANUARY 22		00110009	01/14/2022
MW OH	PRINCIPAL LIFE V008141	JAN DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP011422	821.70	JANUARY 22		00110009	01/14/2022
				Check Total:	2,088.90				
MW OH	RAMOS, SANTOS VARELA V012123	IMPOUND OVERCHARGE PMT	100000-4410 City Ord Fines (Parking)	AP011422	35.00	120121		00110010	01/14/2022
				Check Total:	35.00				
MW OH	RELIANCE STANDARD LIFE V008214	OCT LIFE INSURANCE PMT	109595-5163 Life Insurance Premiums	AP011422	4,103.06	100121 GL		00110011	01/14/2022
MW OH	RELIANCE STANDARD LIFE V008214	OCT LIFE INSURANCE PMT	109595-5169 STD Ins Premium	AP011422	4,367.25	100121 LTD		00110011	01/14/2022
MW OH	RELIANCE STANDARD LIFE V008214	OCT LIFE INSURANCE PMT	109595-5169 STD Ins Premium	AP011422	4,032.05	10121 STD		00110011	01/14/2022
MW OH	RELIANCE STANDARD LIFE V008214	NOV LIFE INSURANCE PMT	109595-5163 Life Insurance Premiums	AP011422	4,062.09	110121 GL		00110011	01/14/2022
MW OH	RELIANCE STANDARD LIFE V008214	NOV LIFE INSURANCE PMT	109595-5169 STD Ins Premium	AP011422	4,297.32	110121 LTD		00110011	01/14/2022
MW OH	RELIANCE STANDARD LIFE V008214	NOV LIFE INSURANCE PMT	109595-5169 STD Ins Premium	AP011422	3,956.57	110121 STD		00110011	01/14/2022
MW OH	RELIANCE STANDARD LIFE V008214	DEC LIFE INSURANCE PMT	109595-5163 Life Insurance Premiums	AP011422	3,922.91	120121 GL		00110011	01/14/2022
MW OH	RELIANCE STANDARD LIFE V008214	DEC LIFE INSURANCE PMT	109595-5169 STD Ins Premium	AP011422	4,261.94	120121 LTD		00110011	01/14/2022
MW OH	RELIANCE STANDARD LIFE V008214	DEC LIFE INSURANCE PMT	109595-5169 STD Ins Premium	AP011422	3,910.50	120121 STD		00110011	01/14/2022
				Check Total:	36,913.69				
MW OH	RWG LAW	CENSUS REDISTRICTING, ANNEXA	TI101002-6006	AP011422	535.50	235010		00110012	01/14/2022

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	V010776		Litigation						
				Check Total:	535.50				
MW OH	RYDIN DECAL V005931	2022 PARKING PERMITS	103047-6230 Printing & Binding	AP011422	1,576.74	387468		00110013	01/14/2022
				Check Total:	1,576.74				
MW OH	SAGECREST PLANNING AND V010576	DEC PLAN CHECK, BLDG INSECTION	102532-6290 Dept. Contract Services	AP011422	12,520.00	3033	P12134	00110014	01/14/2022
				Check Total:	12,520.00				
MW OH	SAZDANOFF, KRISTA V012122	PYB COACHING DISCOUNT VOUCHER	00000-4340 / 79376-4340 Recreation Programs	AP011422	119.00	2002967.002		00110015	01/14/2022
				Check Total:	119.00				
MW OH	SECURITY DESIGN CONCEPTS V008347	NOV-DEC PLAN REVIEW SVS	102531-6099 Professional Services	AP011422	189.00	21047		00110016	01/14/2022
				Check Total:	189.00				
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	286560-6330 Electricity	AP011422	41,653.15	010322		00110017	01/14/2022
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	296561-6330 Electricity	AP011422	192.02	010322		00110017	01/14/2022
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP011422	13.58	010322		00110017	01/14/2022
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRICAL CHARGES	109595-6330 Electricity	AP011422	20,574.39	010322		00110017	01/14/2022
				Check Total:	62,433.14				
MW OH	SPARKLETTS V000967	DEC FD FILTER FILTER SVS	109595-6301 Special Department Expenses	AP011422	65.64	20551398122521P12265		00110018	01/14/2022
				Check Total:	65.64				
MW OH	STAPLES V012119	OFFICE CHAIRS	109595-6999 Other Expenditure	AP011422	1,074.41	3491199594		00110019	01/14/2022
				Check Total:	1,074.41				

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MW OH	SUPERION LLC V005987	11/28-12/4 BI-TECH UPGRADE SVS	796103-6840 Machinery & Equipment	AP011422	80.00	340284	P12279	00110020	01/14/2022
					Check Total:	80.00			
MW OH	TALX UC eXpress V002944	DEC UNEMPLOYMENT CASE MGMT	404581-6025 Third Party Administration	AP011422	80.00	2051075943		00110021	01/14/2022
					Check Total:	80.00			
MW OH	TANGO TANGO INC V011054	OCT-JAN PD RADIO INTEGRATION	103042-6290 Dept. Contract Services	AP011422	645.00	598		00110022	01/14/2022
MW OH	TANGO TANGO INC V011054	JAN-APR PD RADIO INTEGRATION	103042-6290 Dept. Contract Services	AP011422	645.00	844		00110022	01/14/2022
					Check Total:	1,290.00			
MW OH	THOMPSON, DANIEL J V011347	12/22 SANTA SERVICES	104079-6299 Other Purchased Services	AP011422	250.00	122220211145		00110023	01/14/2022
					Check Total:	250.00			
MW OH	TIME WARNER CABLE V004450	12/22-1/20 EOC SPECTRUM SVS	109595-6215 Telephone	AP011422	625.70	0034466122621		00110024	01/14/2022
MW OH	TIME WARNER CABLE V004450	11/25-1/24 CH SPECTRUM VOICE	109595-6215 Telephone	AP011422	2,491.88	0347700122521		00110024	01/14/2022
MW OH	TIME WARNER CABLE V004450	12/25-1/24 WHITTEN INTERNET	109595-6215 Telephone	AP011422	645.62	0347726122521		00110024	01/14/2022
MW OH	TIME WARNER CABLE V004450	12/26-1/25 PW YARD INTERNET	109595-6215 Telephone	AP011422	645.62	0347858122621		00110024	01/14/2022
MW OH	TIME WARNER CABLE V004450	12/23-1/22 NAV CTR INTERNET	784070-6215 Telephone	AP011422	197.96	0570178122321		00110024	01/14/2022
MW OH	TIME WARNER CABLE V004450	12/14-1/13 WHITTEN CABLE SVS	109595-6215 Telephone	AP011422	119.99	0619546121421		00110024	01/14/2022
MW OH	TIME WARNER CABLE V004450	12/12-1/11 BACKS SPECTRUM SVS	109595-6215 Telephone	AP011422	264.98	0629685121221		00110024	01/14/2022
					Check Total:	4,991.75			

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MW OH	TOWNSEND PUBLIC AFFAIRS V004165	OCT LEGISLATIVE ADVOCACY	101001-6001 Management Consulting Services	AP011422	5,000.00	17611	P12098	00110025	01/14/2022
Check Total:					5,000.00				
MW OH	TRANSUNION RISK & V009317	NOV PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP011422	165.00	49451-202111-1		00110026	01/14/2022
MW OH	TRANSUNION RISK & V009317	DEC PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP011422	190.50	49451-202112-1		00110026	01/14/2022
Check Total:					355.50				
MW OH	TURBO DATA SYSTEMS INC V001238	CITATION PAPER ROLLS	103047-6230 Printing & Binding	AP011422	435.00	36263		00110027	01/14/2022
MW OH	TURBO DATA SYSTEMS INC V001238	OCT PD PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP011422	1,605.06	36184	P12173	00110027	01/14/2022
MW OH	TURBO DATA SYSTEMS INC V001238	NOV PD PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP011422	1,534.98	36393	P12173	00110027	01/14/2022
Check Total:					3,575.04				
MW OH	ULINE V006583	PLASTIC A FRAME SIGNS	109595-6301 Special Department Expenses	AP011422	720.70	142106152		00110028	01/14/2022
Check Total:					720.70				
MW OH	UNIQUE PRINTING V010259	BUSINESS CARDS	103040-6230 Printing & Binding	AP011422	65.25	43349		00110029	01/14/2022
MW OH	UNIQUE PRINTING V010259	WINDOW ENVELOPES	103040-6230 Printing & Binding	AP011422	661.80	43398		00110029	01/14/2022
MW OH	UNIQUE PRINTING V010259	CHRISTMAS CARDS FOR PD	103040-6230 Printing & Binding	AP011422	239.44	43469		00110029	01/14/2022
Check Total:					966.49				
MW OH	UNITED STATES POSTAL V001085	PERMIT 26 POSTAGE	104070-6325 Postage	AP011422	8,700.00	01052022	P12113	00110030	01/14/2022
Check Total:					8,700.00				
MW OH	V & V MANUFACTURING INC V001085	PD BADGE - K9 ACE	103040-6299	AP011422	116.31	54050		00110031	01/14/2022

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	V010393		Other Purchased Services					
MW OH	V & V MANUFACTURING INCD BADGE - SHELLITO V010393		103040-6299 Other Purchased Services	AP011422	125.31 54164		00110031	01/14/2022
				Check Total:	241.62			
MW OH	VERIZON WIRELESS V008735	11/21-12/20 IPAD CHARGES	109595-6215 Telephone	AP011422	395.70 98955132353		00110032	01/14/2022
MW OH	VERIZON WIRELESS V008735	11/21-12/20 PD DEVICES	109595-6215 Telephone	AP011422	4,394.73 9895513251		00110032	01/14/2022
MW OH	VERIZON WIRELESS V008735	11/21-12/20 CA IPAD CHARGES	109595-6215 Telephone	AP011422	38.01 9895513252		00110032	01/14/2022
MW OH	VERIZON WIRELESS V008735	11/21-12/20 COUNCIL IPADS	109595-6215 Telephone	AP011422	220.95 9895513254		00110032	01/14/2022
MW OH	VERIZON WIRELESS V008735	11/21-12/20 KRAEMER STN INTERN	109595-6215 / 21009-6215 Telephone	AP011422	19.01 9895517526		00110032	01/14/2022
MW OH	VERIZON WIRELESS V008735	11/21-12/20 KRAEMER STN INTERN	109595-6215 Telephone	AP011422	19.00 9895517526		00110032	01/14/2022
				Check Total:	5,087.40			
MW OH	WATERLOGIC AMERICAS LLC V010708	NOV PD WATER MACHINE LEASE	103041-6301 Special Department Expenses	AP011422	97.07 1022085		00110033	01/14/2022
MW OH	WATERLOGIC AMERICAS LLC V010708	NOV PD ICE MACHINE LEASE	103041-6301 Special Department Expenses	AP011422	57.10 1057341		00110033	01/14/2022
MW OH	WATERLOGIC AMERICAS LLC V010708	DEC PD WATER MACHINE LEASE	103041-6301 Special Department Expenses	AP011422	102.16 1076303		00110033	01/14/2022
MW OH	WATERLOGIC AMERICAS LLC V010708	DEC PD ICE MACHINE LEASE	103041-6301 Special Department Expenses	AP011422	60.09 1114785		00110033	01/14/2022
				Check Total:	316.42			
MW OH	WEDIN, MATTHEW V011872	FIRE TRAINING REIMBURSEMENT	103066-6250 Staff Training	AP011422	435.00 010422		00110034	01/14/2022
				Check Total:	435.00			

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MW OH	WELLS FARGO VENOR FIN V010076	JAN COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP011422	219.89	5018161056		00110035	01/14/2022
				Check Total:	219.89				
MW OH	WEST COAST ARBORISTS INC V001124	01/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP011422	18,503.00	178509	P12166	00110036	01/14/2022
MW OH	WEST COAST ARBORISTS INC V001124	01/16-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP011422	500.00	178841	P12166	00110036	01/14/2022
MW OH	WEST COAST ARBORISTS INC V001124	01/16-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP011422	10,903.00	178841	P12166	00110036	01/14/2022
MW OH	WEST COAST ARBORISTS INC V001124	01/16-30 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP011422	34,058.00	179995	P12166	00110036	01/14/2022
MW OH	WEST COAST ARBORISTS INC V001124	02/1-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP011422	16,355.00	180458	P12166	00110036	01/14/2022
				Check Total:	80,319.00				
MW OH	WEST COAST LIGHTS & SIRENS V006106	INSTALL OPTICOM IN PD UNITS	796202-6840 Machinery & Equipment	AP011422	4,567.50	21996	P12248	00110037	01/14/2022
				Check Total:	4,567.50				
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Expenses	AP011422	70.03	785070		00110038	01/14/2022
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Expenses	AP011422	127.12	785856		00110038	01/14/2022
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Expenses	AP011422	70.03	788554		00110038	01/14/2022
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Expenses	AP011422	127.12	791790		00110038	01/14/2022
				Check Total:	394.30				
MW OH	YORBA REGIONAL ANIMAL V008472	K9 MEDICAL CARE - CHAMP	103041-6301 Special Department Expenses	AP011422	31.20	978602077		00110039	01/14/2022
MW OH	YORBA REGIONAL ANIMAL	K9 MEDICAL CARE - ACE	103041-6301	AP011422	441.52	978602079		00110039	01/14/2022

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	V008472		Special Department Expenses					
MW OH	YORBA REGIONAL ANIMAL K9 MEDICAL CARE - KYRA V008472		103041-6301 Special Department Expenses	AP011422	430.04 978614156		00110039	01/14/2022
				Check Total:	902.76			
MW OH	LEVY VINICK BURRELL V012112	SEPARATION AGREEMENT PMT	0010-2196 Garnishments W/H	AP011322	37,680.00 121521A		00110040	01/14/2022
				Check Total:	37,680.00			
MW OH	ACCESS INC V012067	06/20-8/29 CASP/ADA CONSULTING	103590-6015 Engineering Services	AP012122	4,810.00 1017	P12291	00110041	01/21/2022
MW OH	ACCESS INC V012067	5/5-7/29 CASP/ADA CONSULTING	103550-6015 Engineering Services	AP012122	4,810.00 1017	P12291	00110041	01/21/2022
				Check Total:	9,620.00			
MW OH	ALLIANCE BUSINESS V011660	JAN FD INTERNET FIBER LINES	109595-6215 Telephone	AP012122	1,318.38 1469310		00110042	01/21/2022
				Check Total:	1,318.38			
MW OH	ANAHEIM SCREEN & GLASSSHOW CASE SLIDING DOORS V010390		103654-6130 Repair & Maint/Facilities	AP012122	1,255.21 40514		00110043	01/21/2022
				Check Total:	1,255.21			
MW OH	AT & T V008736	12/27-1/26 POWELL INTERNET	109595-6215 Telephone	AP012122	0.71 JAN 22		00110044	01/21/2022
MW OH	AT & T V008736	JAN PD YARD INTERNET	109595-6215 Telephone	AP012122	52.08 JAN PD 22		00110044	01/21/2022
				Check Total:	52.79			
MW OH	AT&T V007715	JAN FD1 PHONE CHARGES	109595-6215 Telephone	AP012122	226.02 FD STA1 JAN 22		00110045	01/21/2022
MW OH	AT&T V007715	JAN FD2 PHONE CHARGES	109595-6215 Telephone	AP012122	226.02 FD STA2 JAN 22		00110045	01/21/2022
				Check Total:	452.04			
MW OH	BEAR ELECTRICAL	JULY RESPONSE TS MAINT SVS	103590-6099 / 21009-6099	AP012122	129.50 13467	P12251	00110046	01/21/2022

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	V010997		Professional Services						
MW OH	BEAR ELECTRICAL V010997	JULY RESPONSE TS MAINT SVS	103590-6099 / 21010-6099 Professional Services	AP012122	23.10	13467	P12251	00110046	01/21/2022
MW OH	BEAR ELECTRICAL V010997	JULY RESPONSE TS MAINT SVS	103590-6099 Professional Services	AP012122	3,653.65	13467	P12251	00110046	01/21/2022
MW OH	BEAR ELECTRICAL V010997	AUG RESPONSE TS MAINT SVS	103590-6099 / 21010-6099 Professional Services	AP012122	29.62	13726	P12251	00110046	01/21/2022
MW OH	BEAR ELECTRICAL V010997	AUG RESPONSE TS MAINT SVS	103590-6099 / 21009-6099 Professional Services	AP012122	1,361.43	13726	P12251	00110046	01/21/2022
MW OH	BEAR ELECTRICAL V010997	AUG RESPONSE TS MAINT SVS	103590-6099 Professional Services	AP012122	9,160.63	13726	P12251	00110046	01/21/2022
MW OH	BEAR ELECTRICAL V010997	NOV ROUTINE TS MAINT SVS	103590-6099 / 21012-6099 Professional Services	AP012122	16.65	14369	P12251	00110046	01/21/2022
MW OH	BEAR ELECTRICAL V010997	NOV ROUTINE TS MAINT SVS	103590-6099 / 21011-6099 Professional Services	AP012122	75.00	14369	P12251	00110046	01/21/2022
MW OH	BEAR ELECTRICAL V010997	NOV ROUTINE TS MAINT SVS	103590-6099 / 21010-6099 Professional Services	AP012122	108.00	14369	P12251	00110046	01/21/2022
MW OH	BEAR ELECTRICAL V010997	NOV ROUTINE TS MAINT SVS	103590-6099 / 21009-6099 Professional Services	AP012122	219.38	14369	P12251	00110046	01/21/2022
MW OH	BEAR ELECTRICAL V010997	NOV ROUTINE TS MAINT SVS	103590-6099 Professional Services	AP012122	2,745.97	14369	P12251	00110046	01/21/2022
Check Total:					17,522.93				
MW OH	BEE MAN, THE V000117	12/6 BEE REMOVAL SVS	103654-6130 Repair & Maint/Facilities	AP012122	180.00	116516		00110047	01/21/2022
MW OH	BEE MAN, THE V000117	12/21 BEE REMOVAL SVS	103654-6130 Repair & Maint/Facilities	AP012122	180.00	116571		00110047	01/21/2022
Check Total:					360.00				
MW OH	BORDIN SEMMER LLP V012114	9/14-10/26 LEGAL SERVICES	404582-6006 Litigation	AP012122	943.50	1		00110048	01/21/2022
MW OH	BORDIN SEMMER LLP	11/19-30 LEGAL SERVICES	404582-6006	AP012122	1,147.00	2		00110048	01/21/2022

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	V012114		Litigation						
				Check Total:	2,090.50				
MW OH	CALIFORNIA BUILDING V010984	OCT-DEC BLDG STANDARDS ADMIN	0044-2036 CBCS State Fee	AP012122	415.00	01112022		00110049	01/21/2022
MW OH	CALIFORNIA BUILDING V010984	OCT-DEC BLDG STANDARDS ADMIN	100000-4160 Building Permits	AP012122	-41.50	01112022		00110049	01/21/2022
				Check Total:	373.50				
MW OH	CALIFORNIA DENTAL V008102	FEB DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP012122	735.57	FEBRUARY 22		00110050	01/21/2022
MW OH	CALIFORNIA DENTAL V008102	FEB DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP012122	126.33	FEBRUARY 22		00110050	01/21/2022
				Check Total:	861.90				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP012122	172.35	73067504	P12270	00110051	01/21/2022
				Check Total:	172.35				
MW OH	CARD QUEST INC. V004355	ID BADGES	101512-6301 Special Department Expenses	AP012122	337.76	118133		00110052	01/21/2022
				Check Total:	337.76				
MW OH	CARTER, LISA L V011957	OCT HR CONSULTING SVS	101512-6001 Management Consulting Services	AP012122	11,531.25	LCHR1007	P12242	00110053	01/21/2022
				Check Total:	11,531.25				
MW OH	CCP INDUSTRIES INC V010526	ABSORBAL LITE	103658-6301 Special Department Expenses	AP012122	84.64	IN02853009		00110054	01/21/2022
MW OH	CCP INDUSTRIES INC V010526	MECHANICS DISPOSABLE GLOVES	103658-6301 Special Department Expenses	AP012122	87.75	IN02864146		00110054	01/21/2022
				Check Total:	172.39				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - MANSUR	102532-6315 Office Supplies	AP012122	17.29	ASCS001676		00110055	01/21/2022
				Check Total:	17.29				

City of Placentia
Check Register
For 01/26/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COLLINS + COLLINS LLP V011980	NOV LEGAL SERVICES	404582-6006 Litigation	AP012122	3,269.55	4343582		00110056	01/21/2022
					Check Total:	3,269.55			
MW OH	COMLOCK V003166	LOCKS	103654-6301 Special Department Expenses	AP012122	423.85	834122		00110057	01/21/2022
					Check Total:	423.85			
MW OH	COMMERCIAL AQUATIC V005203	NOV FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP012122	350.40	I21-6522	P12112	00110058	01/21/2022
MW OH	COMMERCIAL AQUATIC V005203	NOV FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP012122	249.60	I21-6522	P12112	00110058	01/21/2022
MW OH	COMMERCIAL AQUATIC V005203	NOV GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP012122	1,100.00	I21-6524	P12112	00110058	01/21/2022
MW OH	COMMERCIAL AQUATIC V005203	NOV WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP012122	1,100.00	I21-6577	P12112	00110058	01/21/2022
MW OH	COMMERCIAL AQUATIC V005203	DEC FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP012122	249.60	I21-7045	P12112	00110058	01/21/2022
MW OH	COMMERCIAL AQUATIC V005203	DEC FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP012122	350.40	I21-7045	P12112	00110058	01/21/2022
MW OH	COMMERCIAL AQUATIC V005203	DEC GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP012122	1,100.00	I21-7047	P12112	00110058	01/21/2022
MW OH	COMMERCIAL AQUATIC V005203	DEC WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP012122	1,100.00	I21-7102	P12112	00110058	01/21/2022
					Check Total:	5,600.00			
MW OH	COMPRESSED AIR V011620	AIR COMPRESSOR MAINT	103066-6301 Special Department Expenses	AP012122	1,722.35	00038929		00110059	01/21/2022
					Check Total:	1,722.35			
MW OH	CRAFCO INC. V009329	COLD PATCH	103652-6132 Repair & Maintenance/Streets	AP012122	614.18	9402624140		00110060	01/21/2022
					Check Total:	614.18			

**City of Placentia
Check Register
For 01/26/2022**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DFS FLOORING INC V000099	DEC CARPET CLEANING	103654-6301 Special Department Expenses	AP012122	709.00	309757-6	P12269	00110061	01/21/2022
					Check Total:	709.00			
MW OH	DIVISION OF THE STATE V008904	Q4 SB1186, SB1379 TAXES	100000-4101 Gross Receipts	AP012122	-2,151.00	01182022		00110062	01/21/2022
MW OH	DIVISION OF THE STATE V008904	Q4 SB1186, SB1379 TAXES	0044-2032 SB 1186 BL State Fee	AP012122	2,390.00	01182022		00110062	01/21/2022
					Check Total:	239.00			
MW OH	EPOWER NETWORK INC V011953	FD GENERATOR MAINT SVS	103654-6290 Dept. Contract Services	AP012122	392.52	29514	P12267	00110063	01/21/2022
					Check Total:	392.52			
MW OH	FACTORY MOTOR PARTS V010842	MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP012122	38.66	101-384577	P12259	00110064	01/21/2022
MW OH	FACTORY MOTOR PARTS V010842	FUEL FILTER, FUEL CAP	103658-6134 Vehicle Repair & Maintenance	AP012122	36.65	102-152867	P12259	00110064	01/21/2022
MW OH	FACTORY MOTOR PARTS V010842	BRAKE LINE KIT	103658-6134 Vehicle Repair & Maintenance	AP012122	135.06	12-4410385	P12259	00110064	01/21/2022
MW OH	FACTORY MOTOR PARTS V010842	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP012122	186.45	12-4410730	P12259	00110064	01/21/2022
					Check Total:	396.82			
MW OH	FAIRWAY FORD V000376	SEPERATOR	103658-6134 Vehicle Repair & Maintenance	AP012122	14.74	267337	P12239	00110065	01/21/2022
MW OH	FAIRWAY FORD V000376	VAPOR CANNISTER	103658-6134 Vehicle Repair & Maintenance	AP012122	290.84	267639	P12239	00110065	01/21/2022
MW OH	FAIRWAY FORD V000376	BRAKE KIT	103658-6134 Vehicle Repair & Maintenance	AP012122	146.06	267687	P12239	00110065	01/21/2022
					Check Total:	451.64			
MW OH	FAST SIGNS OF FULLERTON V011616	DECALS FOR CITY VEHICLES	103658-6301 Special Department Expenses	AP012122	53.67	261-10856		00110066	01/21/2022

**City of Placentia
Check Register
For 01/26/2022**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	53.67				
MW OH	FORTIN LAW GROUP V011875	JUNE LEGAL SERVICES	404582-6006 Litigation	AP012122	132.50	410830004		00110067	01/21/2022
MW OH	FORTIN LAW GROUP V011875	JULY LEGAL SERVICES	404582-6006 Litigation	AP012122	157.50	410843362		00110067	01/21/2022
MW OH	FORTIN LAW GROUP V011875	JULY LEGAL SERVICES	404582-6006 Litigation	AP012122	202.28	410843783		00110067	01/21/2022
MW OH	FORTIN LAW GROUP V011875	JULY LEGAL SERVICES	404582-6006 Litigation	AP012122	336.03	410843787		00110067	01/21/2022
MW OH	FORTIN LAW GROUP V011875	AUG LEGAL SERVICES	404582-6006 Litigation	AP012122	225.58	410858194		00110067	01/21/2022
MW OH	FORTIN LAW GROUP V011875	AUG LEGAL SERVICES	404582-6006 Litigation	AP012122	471.80	410859111		00110067	01/21/2022
MW OH	FORTIN LAW GROUP V011875	SEPT LEGAL SERVICES	404582-6006 Litigation	AP012122	200.18	410870438		00110067	01/21/2022
MW OH	FORTIN LAW GROUP V011875	SEPT LEGAL SERVICES	404582-6006 Litigation	AP012122	200.24	410874122		00110067	01/21/2022
				Check Total:	1,926.11				
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP012122	105.32	020026534		00110068	01/21/2022
				Check Total:	105.32				
MW OH	HAZ PARTY RENTALS V000462	12/16 TABLE,CHAIRS RENTAL	109595-6301 Special Department Expenses	AP012122	1,706.90	42849		00110069	01/21/2022
				Check Total:	1,706.90				
MW OH	HI-WAY SAFETY RENTALS V000459	K-RAIL RENTAL	103652-6170 Equipment & Tool Rental	AP012122	96.00	112605		00110070	01/21/2022
				Check Total:	96.00				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING MATERIALS	103654-6130 Repair & Maint/Facilities	AP012122	215.57	7989634		00110071	01/21/2022

**City of Placentia
Check Register
For 01/26/2022**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	215.57			
MW OH	JV PLUMBING V011345	12/8 PLUMBING SERVICES	103654-6130 Repair & Maint/Facilities	AP012122	291.50 2634		00110072	01/21/2022
MW OH	JV PLUMBING V011345	12/20 PLUMBING SERVICES	103654-6130 Repair & Maint/Facilities	AP012122	167.50 2661		00110072	01/21/2022
				Check Total:	459.00			
MW OH	KEYSER MARSTON V010468	FINANCIAL ANALYSIS UNION APT	340000-6099 Professional Services	AP012122	8,216.25 0036208	P12308	00110073	01/21/2022
				Check Total:	8,216.25			
MW OH	KOA CORPORATION V006654	NOV ENGINEERING DESIGN SVS	181201-6185 Construction Services	AP012122	5,934.99 JC13078-4	P12208	00110074	01/21/2022
				Check Total:	5,934.99			
MW OH	LIEBERT CASSIDY V000597	OCT LITIGATION SERVICES	101005-6006 Litigation	AP012122	1,674.00 207702		00110075	01/21/2022
MW OH	LIEBERT CASSIDY V000597	NOV LITIGATION SERVICES	101005-6006 Litigation	AP012122	4,017.00 209026		00110075	01/21/2022
MW OH	LIEBERT CASSIDY V000597	NOV LITIGATION SERVICES	101005-6006 Litigation	AP012122	5,472.74 209041		00110075	01/21/2022
				Check Total:	11,163.74			
MW OH	LYNCH EMS V011542	JAN PARAMEDIC SVS	101516-6290 Dept. Contract Services	AP012122	83,687.50 22-409	P12171	00110076	01/21/2022
				Check Total:	83,687.50			
MW OH	MARIS LLC V011461	ACCOUNTING TESTING SVS	101512-6099 Professional Services	AP012122	180.00 59697		00110077	01/21/2022
				Check Total:	180.00			
MW OH	MARTIN, ARMANDO V011735	NOV ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP012122	600.00 0001197	P12278	00110078	01/21/2022
				Check Total:	600.00			
MW OH	MC FADDEN-DALE	TOGGLE SWITCH	103658-6301	AP012122	19.18 468411/5		00110079	01/21/2022

City of Placentia
Check Register
For 01/26/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000635		Special Department Expenses						
MW OH	MC FADDEN-DALE V000635	PLIERS	103658-6301 Special Department Expenses	AP012122	20.47	468669/5		00110079	01/21/2022
MW OH	MC FADDEN-DALE V000635	LIQUID SEALER	103654-6301 Special Department Expenses	AP012122	48.93	468941/5		00110079	01/21/2022
Check Total:					88.58				
MW OH	MONTIEL, JOSE V012130	PARKING PERMIT REFUND	100000-4324 Old Town Parking Permit	AP012122	240.00	PERMIT 001		00110080	01/21/2022
MW OH	MONTIEL, JOSE V012130	PARKING PERMIT REFUND	100000-4324 Old Town Parking Permit	AP012122	240.00	PERMIT 022		00110080	01/21/2022
Check Total:					480.00				
MW OH	MUNICIPAL EMERGENCY V011423	SCBA REGULATOR REPAIRS	103066-6301 Special Department Expenses	AP012122	178.42	IN1657439		00110081	01/21/2022
MW OH	MUNICIPAL EMERGENCY V011423	BRUSH JACKETS	103066-6361 Personal Protection Equipment	AP012122	522.00	IN1660072		00110081	01/21/2022
MW OH	MUNICIPAL EMERGENCY V011423	BRUSH JACKETS	103066-6361 Personal Protection Equipment	AP012122	313.20	IN1660693		00110081	01/21/2022
Check Total:					1,013.62				
MW OH	MV CHENG & ASSOCIATES V010389	DEC HR CONSULTING SVS	101512-6099 Professional Services	AP012122	3,195.00	12/31/21	P12286	00110082	01/21/2022
Check Total:					3,195.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP012122	87.18	68902		00110083	01/21/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP012122	13.18	68908		00110083	01/21/2022
Check Total:					100.36				
MW OH	ORANGE COUNTY V007306	DEC PARKING CITATIONS	0044-2038 Parking Fines	AP012122	6,061.00	123121		00110084	01/21/2022
Check Total:					6,061.00				

**City of Placentia
Check Register
For 01/26/2022**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PACIFIC COMPLIANCE V009292	VAPOR RECOVERY TEST FEES	103658-6301 Special Department Expenses	AP012122	1,350.00	6092		00110085	01/21/2022
					Check Total:	1,350.00			
MW OH	PARS V006999	NOV PARS ARS FEES	395083-6025 Third Party Administration	AP012122	837.77	49683		00110086	01/21/2022
MW OH	PARS V006999	NOV PARS REP FEES	395083-6025 Third Party Administration	AP012122	400.00	49825		00110086	01/21/2022
					Check Total:	1,237.77			
MW OH	PATH V011455	DEC NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP012122	133,333.00	800-DEC21	P12131	00110087	01/21/2022
					Check Total:	133,333.00			
MW OH	PRUDENTIAL OVERALL V000836	12/1 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP012122	152.88	62662395	P12167	00110088	01/21/2022
MW OH	PRUDENTIAL OVERALL V000836	12/15 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP012122	152.88	62666334	P12167	00110088	01/21/2022
MW OH	PRUDENTIAL OVERALL V000836	1/5 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP012122	152.88	62672123	P12167	00110088	01/21/2022
					Check Total:	458.64			
MW OH	R F DICKSON CO INC V011193	DEC STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP012122	12,048.47	2511141	P12122	00110089	01/21/2022
					Check Total:	12,048.47			
MW OH	RHA LANDSCAPE V011993	NOV LA PLACITA DESIGN SVS	507911-6185 Construction Services	AP012122	3,585.00	1121032	P12201	00110090	01/21/2022
					Check Total:	3,585.00			
MW OH	SESAC INC V008428	MUSIC PERFORMANCE LICENSE	581573-6290 Dept. Contract Services	AP012122	1,669.00	747215		00110091	01/21/2022
					Check Total:	1,669.00			
MW OH	SITEONE LANDSCAPE V011004	TREE TIES, TRUNK PROTECTORS	103655-6301 Special Department Expenses	AP012122	80.06	11437983-0001		00110092	01/21/2022

**City of Placentia
Check Register
For 01/26/2022**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	80.06				
MW OH	SO CAL LAND MAINTENANCE V011102	15 EXTRA PARK MAINT	104071-6130 Repair & Maint/Facilities	AP012122	4,270.18	9856	P12121	00110093	01/21/2022
MW OH	SO CAL LAND MAINTENANCE V011102	BEC PARK LANDSCAPE MAINT	104071-6130 Repair & Maint/Facilities	AP012122	26,220.57	9883	P12121	00110093	01/21/2022
MW OH	SO CAL LAND MAINTENANCE V011102	IAN PARK LANDSCAPE MAINT	104071-6130 Repair & Maint/Facilities	AP012122	26,220.57	9933	P12121	00110093	01/21/2022
MW OH	SO CAL LAND MAINTENANCE V011102	15 EXTRA PARK MAINT	104071-6130 Repair & Maint/Facilities	AP012122	203.67	9947	P12121	00110093	01/21/2022
				Check Total:	56,914.99				
MW OH	SWRCB V000957	MS4 STORMWATER PERMIT	103593-6257 Licenses & Permits	AP012122	26,498.00	SW-0223091		00110094	01/21/2022
MW OH	SWRCB V000957	WATER DISCHARGE PERMIT	103593-6257 Licenses & Permits	AP012122	3,326.00	WD-0191952		00110094	01/21/2022
				Check Total:	29,824.00				
MW OH	TEAM ONE MANAGEMENT V010070	DEC PARKS JANITORIAL SVS	103655-6290 Dept. Contract Services	AP012122	5,931.25	68	P12264	00110095	01/21/2022
				Check Total:	5,931.25				
MW OH	THE PM GROUP V011358	WINTER QUARTERLY PRINTING	104070-6230 Printing & Binding	AP012122	7,526.77	21-4021-1	P12120	00110096	01/21/2022
MW OH	THE PM GROUP V011358	WINTER QUARTERLY DESIGN	104071-6099 Professional Services	AP012122	1,995.00	21-4021-2	P12120	00110096	01/21/2022
				Check Total:	9,521.77				
MW OH	TIAA COMMERCIAL FINANCE V010867	IAN PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP012122	2,073.98	8645450	P12177	00110097	01/21/2022
				Check Total:	2,073.98				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	IAN LEGISLATIVE ADVOCACY	101001-6001 Management Consulting Services	AP012122	5,000.00	17920	P12098	00110098	01/21/2022
				Check Total:	5,000.00				

**City of Placentia
Check Register
For 01/26/2022**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	TRILLIUM CNG (1720) V007952	DEC CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP012122	55.86	2241751		00110099	01/21/2022
					Check Total:	55.86			
MW OH	US BANK V003824	BOND ADMIN FEES	825525-6030 Trustee Fees	AP012122	2,300.00	6339184		00110100	01/21/2022
					Check Total:	2,300.00			
MW OH	VAZQUEZ, FRANK V011759	50% BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP012122	0.50	B21-1597		00110101	01/21/2022
MW OH	VAZQUEZ, FRANK V011759	50% BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP012122	0.97	B21-1597		00110101	01/21/2022
MW OH	VAZQUEZ, FRANK V011759	50% BLDG PERMIT REFUND	750000-4303 Technology Fee	AP012122	13.12	B21-1597		00110101	01/21/2022
MW OH	VAZQUEZ, FRANK V011759	50% BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP012122	2.50	B21-1597		00110101	01/21/2022
MW OH	VAZQUEZ, FRANK V011759	50% BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP012122	22.50	B21-1597		00110101	01/21/2022
MW OH	VAZQUEZ, FRANK V011759	50% BLDG PERMIT REFUND	100000-4160 Building Permits	AP012122	231.50	B21-1597		00110101	01/21/2022
					Check Total:	271.09			
MW OH	WELLS FARGO VENOR FIN V010076	1/14-2/12 COPIER LEASE	109595-6175 Office Equipment Rental	AP012122	188.36	3691949048		00110102	01/21/2022
					Check Total:	188.36			
					Type Total:	966,342.60			
					Check Total:	966,342.60			

City of Placentia
Electronic Disbursement Register
For 02/01/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 567,008.79

<u>EDR Totals by ID</u>	
AP	0.00
EP	567,008.79
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	31,809.96
501-Refuse Administration (0037)	267,517.62
601-Employee Health & Wlfre (0039)	267,681.21

Void Total: 0.00
EDR Total: 567,008.79

Electronic Disbursement Sub Totals: 567,008.79

ACH Payroll Direct Deposit for 01/28/2022: 470,483.49

Electronic Disbursement Total: 1,037,492.28

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

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Electronic Disbursement Register
For 01/26/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 12/11 PD 12/17	0010-2170 Deferred Comp Payable - ICMA	ACH011222	73.00	PR2101025A		00015483	01/13/2022
EP	ICMA RETIREMENT TRUST V000496	ICMA P/E 12/25 PD 12/31	0010-2170 Deferred Comp Payable - ICMA	ACH011222	73.00	PR2101026A		00015483	01/13/2022
Check Total:					146.00				
EP	CALIFORNIA PUBLIC V006234	FEB MEDICAL INSURANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	ACH012122	160,916.00	10000001668263		00015484	01/21/2022
EP	CALIFORNIA PUBLIC V006234	FEB MEDICAL INSURANCE PREMIUM	95083-5161 Health Insurance Premiums	ACH012122	15,275.11	10000001668263		00015484	01/21/2022
EP	CALIFORNIA PUBLIC V006234	FEB FD MEDICAL INSURANCE PREM	95000-4715 ISF Health Ins Reimbursement	ACH012122	31,610.84	10000001668263		00015484	01/21/2022
EP	CALIFORNIA PUBLIC V006234	JAN FIRE UAL PAYMENT	105525-6906 CalPERS-Fire Term. Principal	ACH012122	29,672.83	JANUARY 22		00015484	01/21/2022
EP	CALIFORNIA PUBLIC V006234	JAN FIRE UAL PAYMENT	105525-6916 CalPERS-Fire Term Interest	ACH012122	1,991.13	JANUARY 22		00015484	01/21/2022
Check Total:					239,465.91				
EP	ALDWIR, MAMOUN E000113	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,295.00	FEBRUARY 22		00015485	02/01/2022
Check Total:					1,295.00				
EP	ANDERSON, MARLA E000071	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015486	02/01/2022
Check Total:					535.78				
EP	ARMSTRONG, JOHN T E000046	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,080.65	FEBRUARY 22		00015487	02/01/2022
Check Total:					1,080.65				
EP	AUDISS, JAY SCOTT E000125	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,745.00	FEBRUARY 22		00015488	02/01/2022
Check Total:					1,745.00				
EP	BABCOCK, CHARLES A	FEB MEDICAL REIMBURSEMENT	395083-5161	ACH020122	312.00	FEBRUARY 22		00015489	02/01/2022

City of Placentia
Electronic Disbursement Register
For 01/26/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000015		Health Insurance Premiums						
				Check Total:	312.00				
EP	BEALS, SHARLENE E000076	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	193.39	FEBRUARY 22		00015490	02/01/2022
				Check Total:	193.39				
EP	BERMUDEZ, ALBERT E000124	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	527.48	FEBRUARY 22		00015491	02/01/2022
				Check Total:	527.48				
EP	BUNNELL, DONALD E000062	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015492	02/01/2022
				Check Total:	535.78				
EP	BURGNER, ARTHUR E000074	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015493	02/01/2022
				Check Total:	535.78				
EP	BUSSE, MICHAEL E000131	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,326.00	FEBRUARY 22		00015494	02/01/2022
				Check Total:	1,326.00				
EP	CHANDLER, JOHN P E000109	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,393.00	FEBRUARY 22		00015495	02/01/2022
				Check Total:	1,393.00				
EP	CHANG, ROBERT E000107	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,290.00	FEBRUARY 22		00015496	02/01/2022
				Check Total:	1,290.00				
EP	COBBETT, GEOFFREY E000007	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015497	02/01/2022
				Check Total:	535.78				
EP	COOK, ARLENE M E000018	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015498	02/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	535.78				
EP	D'AMATO, ROBERT E000056	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	193.39	FEBRUARY 22		00015499	02/01/2022
				Check Total:	193.39				
EP	DAVID, PRESTON E000112	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015500	02/01/2022
				Check Total:	535.78				
EP	DAVIS, CAROLYN E000005	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015501	02/01/2022
				Check Total:	535.78				
EP	DEAN, ANDREW E000135	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,823.00	FEBRUARY 22		00015502	02/01/2022
				Check Total:	1,823.00				
EP	DELOS SANTOS, JAMIE E000045	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	153.53	FEBRUARY 22		00015503	02/01/2022
				Check Total:	153.53				
EP	DICKSON, ROBERTA JO E000011	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	193.39	FEBRUARY 22		00015504	02/01/2022
				Check Total:	193.39				
EP	DOWNEY, CAROL E000082	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015505	02/01/2022
				Check Total:	535.78				
EP	ECKENRODE, NORMAN E000029	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015506	02/01/2022
				Check Total:	535.78				
EP	ESCOBOSA, LILLIAN E000055	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015507	02/01/2022
				Check Total:	535.78				
EP	ESPINOZA, ROSALINDA	FEB MEDICAL REIMBURSEMENT	395083-5161	ACH020122	573.00	FEBRUARY 22		00015508	02/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000016		Health Insurance Premiums						
				Check Total:	573.00				
EP	FRICKE, JUERGEN E000075	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	770.00	FEBRUARY 22		00015509	02/01/2022
				Check Total:	770.00				
EP	FULLER, GLENN H E000081	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	770.00	FEBRUARY 22		00015510	02/01/2022
				Check Total:	770.00				
EP	GALLANT, KAREN E000008	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015511	02/01/2022
				Check Total:	535.78				
EP	GARNER, JO ANN E000047	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015512	02/01/2022
				Check Total:	535.78				
EP	GARNER, KITTY E000080	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	878.44	FEBRUARY 22		00015513	02/01/2022
				Check Total:	878.44				
EP	GRIMM, DENNIS L E000042	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	586.00	FEBRUARY 22		00015514	02/01/2022
				Check Total:	586.00				
EP	HOLTSCLOW, KATHERINE E000121	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	557.02	FEBRUARY 22		00015515	02/01/2022
				Check Total:	557.02				
EP	IRVINE, SUZETTE E000019	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015516	02/01/2022
				Check Total:	535.78				
EP	JENKINS, ROBERT E000084	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	614.88	FEBRUARY 22		00015517	02/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	614.88				
EP	JOHNSON, SHARON E000099	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	193.39	FEBRUARY 22		00015518	02/01/2022
				Check Total:	193.39				
EP	JONES, ROBERT E000053	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	145.65	FEBRUARY 22		00015519	02/01/2022
				Check Total:	145.65				
EP	JUAREZ, JANET E000134	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	145.65	FEBRUARY 22		00015520	02/01/2022
				Check Total:	145.65				
EP	JUDD, TERRELL E000115	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	887.67	FEBRUARY 22		00015521	02/01/2022
				Check Total:	887.67				
EP	KIRKLAND, RICHARD L E000110	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	145.65	FEBRUARY 22		00015522	02/01/2022
				Check Total:	145.65				
EP	LITTLE, DIANE M E000098	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	586.00	FEBRUARY 22		00015523	02/01/2022
				Check Total:	586.00				
EP	LOOMIS, CORINNE E000122	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	563.43	FEBRUARY 22		00015524	02/01/2022
				Check Total:	563.43				
EP	LOWREY, B J E000041	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	312.00	FEBRUARY 22		00015525	02/01/2022
				Check Total:	312.00				
EP	MAERTZWEILER, MICHAEL E000032	MARCH MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015526	02/01/2022
				Check Total:	535.78				
EP	MANNING, VEDA M	FEB MEDICAL REIMBURSEMENT	395083-5161	ACH020122	193.39	FEBRUARY 22		00015527	02/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000063		Health Insurance Premiums						
				Check Total:	193.39				
EP	MILANO, JAMES E000054	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015528	02/01/2022
				Check Total:	535.78				
EP	MILLER, RICHARD E000106	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,124.00	FEBRUARY 22		00015529	02/01/2022
				Check Total:	1,124.00				
EP	OLEA, ARLENE J E000014	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015530	02/01/2022
				Check Total:	535.78				
EP	PALMER, GEORGE E000094	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,145.00	FEBRUARY 22		00015531	02/01/2022
				Check Total:	1,145.00				
EP	PASCARELLA, RICHARD E000129	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,745.00	FEBRUARY 22		00015532	02/01/2022
				Check Total:	1,745.00				
EP	PASCUA, RAYNALD E000114	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,728.00	FEBRUARY 22		00015533	02/01/2022
				Check Total:	1,728.00				
EP	PASPALL, MIHAJLO E000085	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	440.30	FEBRUARY 22		00015534	02/01/2022
				Check Total:	440.30				
EP	PEREZ, ROBERT E000111	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	145.65	FEBRUARY 22		00015535	02/01/2022
				Check Total:	145.65				
EP	PICHON, WALTER E000103	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	232.94	FEBRUARY 22		00015536	02/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	232.94				
EP	PINEDA, MATEO E000127	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	456.06	FEBRUARY 22		00015537	02/01/2022
				Check Total:	456.06				
EP	PISCHEL, STEPHEN E000130	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,026.56	FEBRUARY 22		00015538	02/01/2022
				Check Total:	1,026.56				
EP	POINT, ERIC E000133	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,823.00	FEBRUARY 22		00015539	02/01/2022
				Check Total:	1,823.00				
EP	REDIFER, KIM R E000022	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	770.00	FEBRUARY 22		00015540	02/01/2022
				Check Total:	770.00				
EP	RENDEN, BRIAN E000083	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	917.50	FEBRUARY 22		00015541	02/01/2022
				Check Total:	917.50				
EP	REYES, ROGER T E000024	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015542	02/01/2022
				Check Total:	535.78				
EP	REYNOLDS, MATTHEW E000132	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	563.43	FEBRUARY 22		00015543	02/01/2022
				Check Total:	563.43				
EP	RICE, RUSSELL J E000059	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,393.00	FEBRUARY 22		00015544	02/01/2022
				Check Total:	1,393.00				
EP	RISHER, THOMAS A E000013	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015545	02/01/2022
				Check Total:	535.78				
EP	RIVERA, AIDA	FEB MEDICAL REIMBURSEMENT	395083-5161	ACH020122	193.39	FEBRUARY 22		00015546	02/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000026		Health Insurance Premiums						
				Check Total:	193.39				
EP	ROACH, MICHAEL E000105	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,393.00	FEBRUARY 22		00015547	02/01/2022
				Check Total:	1,393.00				
EP	ROBB, SANDRA E000043	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015548	02/01/2022
				Check Total:	535.78				
EP	ROSE, RICHARD D E000050	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,123.51	FEBRUARY 22		00015549	02/01/2022
				Check Total:	1,123.51				
EP	SALE, LEE R E000031	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015550	02/01/2022
				Check Total:	535.78				
EP	SANCHEZ, LAURA E000058	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	193.39	FEBRUARY 22		00015551	02/01/2022
				Check Total:	193.39				
EP	SCHLIEDER, BEVERLY E000120	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	878.44	FEBRUARY 22		00015552	02/01/2022
				Check Total:	878.44				
EP	SMITH, WARD E000128	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,393.00	FEBRUARY 22		00015553	02/01/2022
				Check Total:	1,393.00				
EP	SOMOYA, JOHN P E000089	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	770.00	FEBRUARY 22		00015554	02/01/2022
				Check Total:	770.00				
EP	SOTO, PHILIP J E000052	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015555	02/01/2022

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	535.78				
EP	SPRAGUE, GARY A E000064	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,393.00	FEBRUARY 22		00015556	02/01/2022
				Check Total:	1,393.00				
EP	STEPHEN, JEFFREY E000119	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,283.16	FEBRUARY 22		00015557	02/01/2022
				Check Total:	1,283.16				
EP	TAYLOR, DAVID M E000088	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	586.00	FEBRUARY 22		00015558	02/01/2022
				Check Total:	586.00				
EP	TAYLOR, LINDA E000126	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	426.56	FEBRUARY 22		00015559	02/01/2022
				Check Total:	426.56				
EP	THOMANN, DARYLL L E000101	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	535.78	FEBRUARY 22		00015560	02/01/2022
				Check Total:	535.78				
EP	TRIFOS, WILLIAM E000104	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	770.00	FEBRUARY 22		00015561	02/01/2022
				Check Total:	770.00				
EP	VALENTINE, THOMAS E000118	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	586.00	FEBRUARY 22		00015562	02/01/2022
				Check Total:	586.00				
EP	VERSTYNEN, WILLIAM E000092	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	145.65	FEBRUARY 22		00015563	02/01/2022
				Check Total:	145.65				
EP	WAHL, KATHLEEN A E000030	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	193.00	FEBRUARY 22		00015564	02/01/2022
				Check Total:	193.00				
EP	WIEST, STEPHEN	FEB MEDICAL REIMBURSEMENT	395083-5161	ACH020122	536.00	FEBRUARY 22		00015565	02/01/2022

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Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000079		Health Insurance Premiums						
				Check Total:	536.00				
EP	WORDEN, LARRY M E000116	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	586.00	FEBRUARY 22		00015566	02/01/2022
				Check Total:	586.00				
EP	YAMAGUCHI, BRIAN E000123	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,393.00	FEBRUARY 22		00015567	02/01/2022
				Check Total:	1,393.00				
EP	ZINN, JOHN E000009	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH020122	1,290.56	FEBRUARY 22		00015568	02/01/2022
				Check Total:	1,290.56				
EP	REPUBLIC WASTE SERVICES V007205	DEC REFUSE COLLECTION SVS	374386-6101 Disposal	ACH012522	267,517.62	676-004670634	P12168	00015569	01/26/2022
				Check Total:	267,517.62				
				Type Total:	567,008.79				
				Check Total:	567,008.79				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: FEBRUARY 1, 2022

SUBJECT: **CONTRACT CHANGE ORDER NO. 2 FOR FISCAL YEAR 2021-22 SLURRY SEAL PROJECT, PROJECT NO. 1202**

FISCAL IMPACT:	EXPENSE: \$568,281.29	CONSTRUCTION CONTRACT AMOUNT
	\$ 42,609.00	CHANGE ORDER NO.1
	\$ 74,152.30	CHANGE ORDER NO.2
	\$685,042.59	TOTAL CONTRACT AMOUNT WITH CHANGE ORDERS
BUDGET:	<u>\$750,000.00</u>	<u>FY 2021-22 CIP PROJECT BUDGET</u>
	\$250,000.00	MEASURE U (791202-6740)
	\$500,000.00	MEASURE M (181202-6740)

SUMMARY:

A Contract Change Order for the 2021-22 Residential Slurry Seal Project covering several unforeseen conditions and extra work is presented to the City Council for its consideration. Doug Martin Contracting Company, Inc. ("Doug Martin"), has been contracted by the City to construct the above-mentioned project. The original scope of work includes sealing approximately 1.66 million square feet of residential streets using 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 pavements striping and legends.

During construction several unforeseen conditions were found that were not included as part of the original scope of work. In addition, these change orders represent additional quantities of curb/gutter replacement and sidewalks due to excessive root intrusions found during construction.

Staff recommends approval for Change Order No. 2, in the amount of \$74,152.30. Change Order No. 1 in the amount of \$42,609.00 was authorized by the City Administrator since it was under his contract limit authority.

RECOMMENDATION:

It is recommended that City Council take the following action:

Authorize the City Administrator to approve Contract Change Order No. 2 with Doug Martin Contracting Company, Inc. in the amount of \$42,609.00.

1. d.
Feb. 1, 2022

DISCUSSION:

On October 5, 2021, the City Council awarded a Construction Contract to Doug Martin for the Fiscal Year ("FY") 2021-22 Slurry Seal Project ("Project") in the amount of \$568,281.29. In addition, the City Council authorized the City Administrator to approve contract change orders for this project up to 10%, or \$56,828.13. The scope of work for the Project entails the placement of approximately 1.66 million square feet of rubberized slurry sealant upon 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 pavements striping and legends.

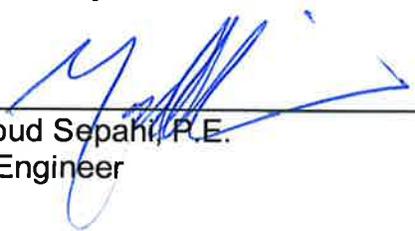
Change Order No.1 in the amount of \$42,609.00 was authorized by the City Administrator since it was under his contract limit authority. Change Order No. 1 covered the cost for removal of 10 large tree roots that were discovered during the sidewalk replacements for the project. These large tree roots were very deep and were not anticipated during the design and bidding of the project. In addition, Change Order No.1 included milling and capping of 2,400 square feet of asphalt concrete pavement, where a sinkhole was discovered at the intersection of Bradford and Madison. This sinkhole was discovered after a severely rusted storm drain corrugated metal pipe collapsed under the heavy weight and vibrations caused by the steam rollers passing over the underground pipe.

Contract Change Order No. 2 is presented for Council consideration and approval and includes milling and capping of 5,655 square feet of existing roadway sections. The original bid included 1,000 square feet of full section pavement replacement; however, during construction it was determined that a 2 inch grind and overlay was a far better application to rehabilitate damaged sections of roadway area in lieu of a 1,000 square feet of full section pavement replacement. In addition, the contractor agreed to do this work utilizing the original bid pricing, which will be less expensive on a per square foot basis than the full section pavement replacement. Additional extraordinary repairs are included in Contract Change Order No. 2 which entails pavement restoration at the intersection of Madison and Bradford where a sinkhole developed due to a collapsed storm drain line and subsequent repair

FISCAL IMPACT:

The cost for Contract Change Order No. 2 amounts \$74,152.30. The revised total construction contract amount is \$685,042.59 and the total budget for this project amounts to \$750,000. As such, sufficient funds exist for the recommended action.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



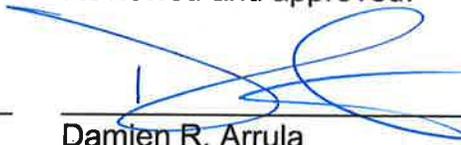
Stephen Erlandson
Interim Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Contract Change Order No. 2

Contract Change Order No. 2

Project Title: FY 2020-21 Residential Slurry Seal Project #1202
Owner: City of Placentia Contractor: Doug Martin Slurry Seal

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

Description of work done, estimate of quantities and prices to be paid.

- 1 This Change Order provides:
 - a) Extra work and credits identified in Exhibit A
74,152.30
 - 2 This Change Order came about from:
 - a)
 - Adjustments to bid item quantities.*
 - 3 Action to be taken:
 - a) The Contractor was directed to provide a lump sum price for this change.
 - 4 Compensation
 - a) Adjustment of Line Items exceeding 25% \$ -
 - b) Extra work \$ 74,152.30
 - d) Credits
- | | |
|--------------|---------------------|
| Total | \$ 74,152.30 |
|--------------|---------------------|
- 5 Contract Time Extension
 - a) 0

In addition to work specified in the bid specifications, this change order includes all extra work, field adjustments and credits. This work is an Contractor initiated change and includes all labor, equipment, materials, and supervision and Administration.

CHANGE TO CONTRACT COST:	CHANGE TO CONTRACT TIME:
Contract Amount: \$ 568,281.29	
Previous CCOs: \$ 42,609.00	
Adjustment of Line Items Exceeding 25%	
Total Extra Work \$ 74,152.30	
Total Field Adjustments	
Total Credits \$ -	
Changes in Line Items: \$ 116,761.30	
Current Contract price: \$ 685,042.59	

Prepared by: _____
Kevin Koura, Public Works Inspector, City of Placentia

Recommended: _____
Masoud Sepahi, City Engineer, City Of Placentia

Recommended: _____
Luis Estevez, Deputy City Administrator, City Of Placentia

Approved by: _____
Damien R. Arrula, City Administrator, City Of Placentia

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal, is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the

Accepted: _____
Doug Martin, Doug Martin Slurry Seal

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

CCO No. 2 Exhibit 'A'

Project Title: FY 2021-21 Residential Slurry Seal Project

Owner: City of Placentia

Contractor: Doug Martin Slurry Seal

No.	Description	#	Type	\$\$/ Hr Rate	Total	Markup	EXTRA
1	Doug Martin provided the City with patching of the pavement at the Madison and Bradford intersection, where a sink-hole developed right after the new pavement installed by RJ Noble. This sink-hole was caused by collapse of an old corrugated metal pipe storm drain. The initial SF was an emergency repair quote. The additional footage added as part of final repair. This item of work pays for an additional 365 SF of new patching, since, the original change order #1 covering this work was an estimate.		365 SF	\$ 6.80	\$ 2,482.00		\$ 2,482.00
2	As part of the sidewalk replacement at 1009 Goldenrod Street, the existing driveway approach had to be replaced, due to excessive root intrusion, found under the sidewalk and the driveway. The roots extended beyond the sidewalk and had to be removed, where they lifted parts of the sidewalk and the driveway. The driveway replacement was not included as part of the scope of work for the project.		85.5 SF	\$ 13.50	\$ 1,154.25		\$1,154.25
3	During the paving work it was noted that two cross-gutters were in need of repair and had to be replaced in order to meet the lines and grades. This was an unforeseen condition, which was not anticipated during design of the project. These cross-gutters are located at Pinehurst and Cherry Hills Streets and they were not included as part of the original scope of work under this contract.		264 SF	\$ 18.00	\$ 4,752.00		\$ 4,752.00
4	The quantities for the Curb/gutter exceeded the numbers on the original bid items and had to be adjusted accordingly.		225 LF	\$ 68.00	\$ 15,300.00		\$ 15,300.00
5	This amount is for additional areas of sidewalk that were added and exceeded initial bid quantities.		104 SF	\$ 9.45	\$ 982.80		\$ 982.80
6	This original bid included 1,000 SF of full pavement section replacement, however, during construction, it was noted that this amount does not cover all of the areas with severe cracks, exceeding over 1,000 SF. In order to provide a homogeneous pavement throughout the entire area, it was decided to perform a 2" mill and cap, in lieu of complete dig-outs. Contractor agreed to do this work utilizing the original bid items, which will save the City extra cost of replacing 4" deep lift replacement.		5655 SF	\$ 8.75	\$ 49,481.25		\$ 49,481.25



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR/ PUBLIC SERVICES AND INFRASTRUCTURE

DATE: FEBRUARY 1, 2022

SUBJECT: **RESOLUTION AUTHORIZING PROJECT LIST FOR THE 2021 OCTA PAVEMENT MANAGEMENT RELIEF FUNDING PROGRAM FOR LOCAL AGENCIES**

FISCAL

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

SUMMARY:

On October 11, 2021, the Orange County Transportation Authority (OCTA) Board of Directors approved the distribution of \$10.931 million of Coronavirus Response and Relief Supplemental Appropriations Act funds to Orange County cities for local street and road rehabilitation and maintenance projects through its newly created 2021 Pavement Management Relief Funding (PMRF) Program. The City of Placentia has been allocated a total of \$200,000 in guaranteed funds to be used towards street maintenance and rehabilitation work. The proposed resolution authorizes a project list to which the funds are to be applied. Staff is proposing to nominate the Fiscal Year ("FY") 2022-23 Street Resurfacing Project as the candidate project to apply these funds against. Staff anticipates starting the final engineering design process for that project in July 2022 with construction beginning in August 2023.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2022-02, a Resolution of the City Council of the City of Placentia, California, which certifies that the City Council has authorized the project list submittal for Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the Orange County Transportation Authority 2021 Pavement Management Relief Funding Program; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1. e.
Feb. 1, 2022

DISCUSSION:

The Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) appropriated funding for Highway Infrastructure Programs to mitigate revenue loss due to the coronavirus pandemic. The Orange County Transportation Authority (OCTA) is authorized by the California Transportation Commission (CTC) to direct the utilization of a portion of these funds for local streets and roads. To that end, OCTA has agreed to provide \$10.931 million to local agencies for street and road rehabilitation and maintenance projects through its newly created 2021 Pavement Management Relief Funding (PMRF) Program.

The PMRF provides funding assistance for the construction portion of street pavement preservation, preventive maintenance, rehabilitation, and reconstruction of local streets. Funds should be utilized upon streets or roads that are classified as Minor Collector or above within the California Road System Map or the National Highway System. The funding will be distributed through a formula based upon population with a \$200,000 minimum guarantee. No local match is required for this program. OCTA has allocated a total of \$200,000 to Placentia.

These federal funds will require CTC approval and programming in the Federal Transportation Improvement Program (FTIP). To utilize the funds, each city must seek approval of an allocation and federal authorization to proceed through Caltrans District 12 Local Assistance. Below is a timeline of the CTC approval process and funding allocations:

- February 28, 2022 – Applications due to OCTA for May CTC meeting
- March 16-17, 2022 – Project list approved at CTC meeting
- May 18-19, 2022 – Project list approved at CTC meeting
- July 1, 2023 – Any CRRSAA funding not obligated will be transferred to OCTA

Upon CTC approval, OCTA will work with the local agencies to ensure that the PMRF projects are programmed in the FTIP. Once the PMRF project has been approved in the FTIP, local agencies will then work directly with Caltrans Local Assistance to process the allocation of funds based upon the project schedule and no later than April 1, 2023.

Staff is recommending that the City apply to utilize the allocated funds from the CRRSA funding for the FY 2022-23 Roadway Rehabilitation Project, the scope of which entails the rehabilitation of several arterial streets identified in the City's pavement management program. The engineering design phase for this project is anticipated to begin in Summer 2022 with construction starting in August 2023.

FISCAL IMPACT:

There is no direct fiscal impact associated with these recommended actions. The PMRF Program does not require matching funds from local agencies and if approved by the City Council, the grant funding will be included in the proposed FY 2022-23 Capital Improvement Program Budget for City Council consideration as part of the annual budget preparation process.

Prepared by:



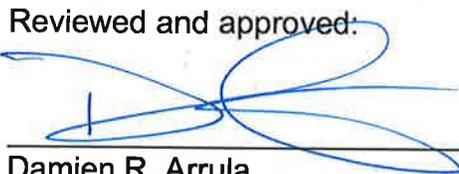
Elsa Robinson
Management Analyst

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution No. R-2022-02 – Pavement Management Relief Program

RESOLUTION NO. R-2022-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA, WHICH CERTIFIES THAT THE
CITY COUNCIL HAS AUTHORIZED THE PROJECT LIST
SUBMITTAL FOR CORONAVIRUS RESPONSE AND
RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF
2021 (CRRSAA) FUNDING THROUGH THE ORANGE
COUNTY TRANSPORTATION AUTHORITY 2021
PAVEMENT MANAGEMENT RELIEF FUNDING
PROGRAM**

WHEREAS, the City of Placentia is being provided \$200,000 in Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the OCTA 2021 Pavement Management Relief Funding (PMRF) Program;

WHEREAS, the City of Placentia is eligible to receive Federal funding through the California Department of Transportation;

WHEREAS, the Orange County Transportation Authority (OCTA) is responsible for the distribution of the CRRSAA funding; and

WHEREAS, OCTA has developed guidelines for administering and distributing CRRSAA funds to eligible local agencies through the 2021 PMRF Program; and

WHEREAS, the City of Placentia is the lead agency for project(s) and will comply with all applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Buy America; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of City of Placentia, that it hereby authorizes the submittal of the following project nomination(s) to OCTA for CRRSAA funding:

Fiscal Year 2022-23 Roadway Rehabilitation Project

APPROVED and ADOPTED this 1st day of February 2022.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 1st day of February 2022 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

2021 Pavement Management Relief Funding (CRRSAA) Project List

District	Administering Local Agency	County	Respective RTPA	Respective MPO	Project Name	Brief Project Description	CRRSAA funding	State Exchange/ SOF Requested (yes/no)	Total Project Cost	Notes
12	City of Placentia	Orange	Orange County Transportation Authority	Southern California Association of Governments	Fiscal Year 2022-23 Roadway Rehabilitation Project	The scope of this project entails the rehabilitation of approximately 1.5 million square feet of arterial roadways including Placentia Avenue and Bradford Avenue.	\$ 200,000.00	No	\$ 3,500,000.00	

CRRSAA - Coronavirus Response and Relief Supplemental Appropriations Act of 2021
 RTPA - Regional Transportation Planning Agency
 MPO - Metropolitan Planning Organization
 SOF - State Only Funds



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM CHIEF OF POLICE

DATE: FEBRUARY 1, 2022

SUBJECT: **A RESOLUTION AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF PLACENTIA**

FISCAL
IMPACT: NONE

SUMMARY:

Whereas, the City of Placentia ("City") regularly accesses funding and training assistance from the Anaheim/Santa Ana Urban Areas Security Initiative (UASI), which serves as a pass-through from the Department of Homeland Security, an Authorized Agent Resolution is required to access grant funding and training opportunities management by the grant recipients. The Authorized Agent Resolution shall designate persons in certain positions to execute documents for and on behalf of the City.

The purpose of this Agenda Report is to designate the positions which will be allowed by the City Council to execute documents on behalf of the City. Persons in the designated positions will be authorized to execute all documents that are associated with the administration of grants and training opportunities awarded to the City or to apply for grants or grant-related activities available to the City's public safety entities.

RECOMMENDATION:

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

1. Review and adopt Resolution No. R-2022-03, a Resolution of the City Council of the City of Placentia, California, authorizing persons holding certain designated positions to execute Urban Area Security Initiative Grant documents for and on behalf of the City of Placentia; and
2. Authorize the City Administrator and designated persons within the Placentia Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City.

1. f.
Feb. 1, 2022

DISCUSSION:

The City has previously applied for and accessed training and funding opportunities through the Anaheim/Santa Ana Urban Area Security Initiative Working Group. The proposed resolution shall delegate signatory authorities to persons holding the positions hereby designated to manage documents and activities associated with the UASI Grant on behalf of the City.

Resolution R-2022-03 designates the following positions to execute documents on behalf of the City: Chief of Police and the Operations Commander/Police Captain in absentia of the Chief of Police.

Prepared by:

Reviewed and approved:

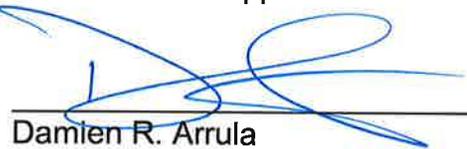


Julie Kennicutt
Senior Management Analyst



Brad Butts
Interim Chief of Police

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Anaheim/Santa Ana Urban Area Security Initiative Agreement
2. Resolution R-2022-03 – UASI Authorization

AGREEMENT

SUB-RECIPIENT: CITY OF PLACENTIA

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2020 Grant Assurances
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2020 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND CITY OF PLACENTIA

THIS AGREEMENT is made and entered into this ___ day of _____ 20___, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and CITY OF PLACENTIA (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2020 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2020 Urban Areas Security Initiative" from the federal Department Of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
https://www.fema.gov/sites/default/files/2020-08/fema_homeland-security-grant-program-nofo_fy-2020.pdf

California Office of Emergency Services "FY2020 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202020%20HSGP%20State%20Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2020 UASI Grant of \$5,056,750 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2020 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF PLACENTIA ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and
- B. CITY OF PLACENTIA, a municipal corporation, 401 E. Chapman Avenue, Placentia, CA 92870

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Richard LaRochelle, Lieutenant
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA. 92805
Phone: (714) 765-3833
Fax: (714) 765-1616
rlarochelle@anaheim.net

- 2. The representative of CITY OF PLACENTIA shall be:

Name: _____

Title: _____

Sub Recipient Name: _____

Sub Recipient Address: _____

City _____ State: _____ Zip: _____

Phone: _____

E-mail: _____

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

- A. Grant Assurances in accordance with section 413C of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 413A12 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 413A4 of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 8/31/2021 and end on 3/31/2023 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2020 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and

condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
 12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2020 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES at <https://www.caloes.ca.gov/CaliforniaSpecializedTrainingInstituteSite/Documents/HSG%20Funds%20Tracking%20Number%20Request%20Form.pdf>. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
- F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2020 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/media-library/assets/documents/32326>.
- G. Any planning paid pursuant to this Agreement shall conform to the guidelines

as listed in FY2020 Homeland Security Grant Program, as set forth above.

- H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2020 Homeland Security Grant Program, as set forth above.

III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.
- B. Definitions:
1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship

between said person and the Contractor.

- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and

administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2020 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2020-0095; and identify the City of Anaheim as the Pass-Through.

3. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

4. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and

construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are Incorporated Into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

6. Telecommunications (2 CFR 200.216)

SUBRECIPIENT will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or

extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2020 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum

on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontractors.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-two (22) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF PLACENTIA have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

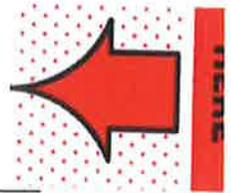
ATTEST:

CITY OF ANAHEIM, a municipal Corporation
of the State of California

By: _____
Theresa Bass
Clerk of the Council

By: _____
Jorge Cisneros
Chief of Police

SUB-RECIPIENT
CITY OF PLACENTIA
DUNS No. 04-0504417



APPROVED AS TO FORM:

By: _____

By: _____
Kristin Pelletier
Sr. Asst. City Attorney

Printed Name _____

Title

APPROVED AS TO FORM

By: _____

Printed Name _____

Title

EXHIBIT A

California Governor's Office of Emergency Services FY2020 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state

- antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);

- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant

- in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
 - (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



EXHIBIT B

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.



Authorized Agent Signature

Address: _____

Printed or Typed Name

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

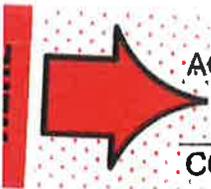
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



AGREEMENT NUMBER: _____

CONTRACTOR/BORROWER/AGENCY _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____

DATE _____

RESOLUTION NO. R-2022-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF PLACENTIA

A. Recitals

(i). WHEREAS, the City of Placentia (the "City") regularly accesses funding and training assistance funded by grants established by the Department of Homeland Security (hereinafter collectively referred to as "Eligible Grants") from the Federal Department of Homeland Security and administered by the Anaheim/Santa Ana Urban Area Security Initiative (ASAUASI); and

(ii). WHEREAS, part of such applications for Eligible Grants, the Anaheim/Santa Ana Urban Areas Security Initiative requires the City to maintain a Resolution with authorization from the City Council, authorizing persons holding specific positions to act on behalf of the City, and designates and/or affirms that the City official executing the grant agreement is authorized to do so.

B. Resolution

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

1. The following City officials are the City's agents for purposes of applying and obtaining Eligible Grants, executing grant agreements and other required documents, and taking any actions necessary to implement such grant agreements and other required documents:

Chief of Police, and the Police Captain – Operations Commander.

APPROVED and ADOPTED this 1st day of February 2022.

Rhonda Shader, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 1st day of February 2022 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: FEBRUARY 1, 2022
SUBJECT: **PURCHASE OF PERMIT TRACKING/LAND MANAGEMENT SOFTWARE SUBSCRIPTION AND INTEGRATION**

FISCAL
IMPACT: EXPENSE: \$251,083.32 SOFTWARE SUBSCRIPTION PURCHASE AND IMPLEMENTATION (5-YEAR SUBSCRIPTION)

BUDGET: FISCAL YEARS 2022-2024 (1-3 YEAR SUBSCRIPTIONS)
\$100,000.00 SB 2 PLANNING GRANT PROGRAM (506115-6840)
\$ 25,724.67 TECHNOLOGY FUND (756201-6840)
FISCAL YEAR 2025 (4TH YEAR SUBSCRIPTION)
\$ 44,020.87 TECHNOLOGY FUND (756201-6840)
FISCAL YEAR 2026 (5TH YEAR SUBSCRIPTION)
\$ 45,121.38 TECHNOLOGY FUND (756201-6840)

SUMMARY:

The 2017 Legislative Housing Package ("Package") included 15 bills initiating new regulations and providing new financial resources aimed at addressing California's housing crisis. The Package provided statewide initiatives and regulations to streamline the approval process for housing development, including the creation of funding for housing. Senate Bill No. 2 (SB 2) imposed a fee upon the recordation of real estate documents to provide funding to support affordable housing. The funds from the first year of the fees would be allocated to local governments via planning grants intended to help jurisdictions accelerate and facilitate housing production. Small sized jurisdictions such as Placentia applied and successfully secured \$160,000 for housing planning grants. Staff successfully proposed and allocated the full \$160,000 to fund two (2) projects: 1) permit tracking/land management software and 2) an update to the City's Housing Element. The grant will be used to fund a portion or all of these projects at the discretion of the City as long as they result in encouraging housing production.

In 2018, the Department embarked on a path to evaluate and acquire tracking/permitting software that will assist in streamlining permitting, planning/zoning inquires, inspections, code enforcement, and increase efficiency and enhance customer service for residents, business owners, and stakeholders. A survey was conducted by City staff of Orange County municipalities

1. g.
Feb. 1, 2022

to determine the number of cities utilizing permit tracking/land management software and identify the software type used for their daily operations. After a thorough multi-departmental review, Staff is recommending the acquisition of the SmartGov platform provided by Dude Solutions.

RECOMMENDATION:

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

1. Approve a Master Subscription Agreement with Dude Solutions, Inc. ("DSI"), for permit tracking/land management software and implementation in an amount not-to-exceed \$251,084; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

A key goal of the Development Services Department ("Department") is to create greater operational efficiency for City staff, property owners, business owners, and stakeholders. Currently, achieving such efficiency is difficult without an automated system to track all stages of a development entitlement and subsequent permit. The lack of automation increases processing timeframes and costs and subjects the department to potential errors by utilizing old, outdated paper processes. In 2018, the Department embarked on a path to evaluate and acquire tracking/permitting software that will assist in streamlining permitting, planning/zoning inquiries, inspections, code enforcement, and increase efficiency and enhance customer service for residents, business owners, and stakeholders.

A survey was conducted by City staff of Orange County municipalities to determine the number of cities utilizing permit tracking/land management software and identify the software type used for their daily operations. City staff attempted to contact a representative of each respective city within Orange County. Of the 34 Orange County cities, 22 successfully responded to the phone survey with those cities identifying use of a tracking/permitting software for their daily operations. Additionally, City staff conducted demonstrations with eight different permit tracking/land management vendors. Staff members from the departments/divisions of Planning, Building, Code Enforcement, Public Works, and Information Technology participated and evaluated each vendor in a series of interactive demonstrations. Utilizing a scorecard that evaluated each vendor in the following areas: (a) technical environment, (b) system features, (c) tracking and appointment features, (d) web interface, (e) reporting tools, (f) document management, (g) GIS functions, and (h) fee calculations, it was determined that DSI's SmartGov platform earned high marks in the noted areas. Although Development Services is leading the effort for permit tracking/land management software, Public Works and other departments will utilize the software.

SmartGov, which is provided by DSI is a cloud-based and mobile enabled platform that maximizes process efficiencies, reduces operating costs, and connects a community with customizable forms and workflows to manage permit processing, business licensing, code enforcement, inspections, and more. Back-end process automation, combined with an intuitive public portal, provides an end-to-end solution that streamlines permit routing flows and simplifies access for citizens,

contractors, and businesses. The platform enables a stronger connection with the community and increases citizen satisfaction, saving time and money by allowing 24/7 online access for residents and contractors to complete processes and check statuses. Furthermore, the platform assists in the simplification of permit routing and tracking for Staff members who can quickly see tasks and approvals pertinent to them. Configurable plan review and permit routing helps efficiency to meet organizational and community demand for scalable development and growth.

FISCAL IMPACT:

Implementation, licensing, and initial purchase costs amount to \$125,724.67 and will be paid from SB 2 funds and the City's Technology Fund to cover the balance of the first three (3) years of the subscription. The balance of the first three (3) years will be paid upfront because SB 2 requires all grantees to complete reimbursement requests from the Department of Housing and Community Development (HCD) by February 28, 2022, for reimbursement by June 20, 2022. The inability to expend the funds will result in the City forfeiting the balance of the \$100,000.00 allocated for permit tracking software. DSI worked with Staff to include the first three (3) years in the initial payment to avoid losing any grant funding. Years 4 and 5 subscriptions will be billed and paid annually. The annual costs for years 4 and 5 will be paid directly from the Technology Fund. The Technology Fund, which is funded through a nominal fee tied to the total cost of a building permit, will provide the ongoing revenue for the SmartGov subscription for years 4 and 5. The total cost for a five-year subscription with DSI's SmartGov permit tracking/land management software will result in a total investment of \$251,084.00.

Prepared by:



Andrew Gonzales
Senior Planner

Reviewed and approved:



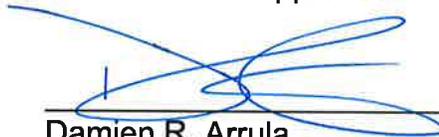
Joseph Lambert
Director of Development Services

Reviewed and approved:



Stephen Elandson
Interim Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. DSI Purchase and Implementation Proposal
2. DSI Master Subscription Agreement



Software for Smarter Operations

PREPARED FOR

City Of Placentia

Andrew Gonzales

Sr. Planner

401 East Chapman Avenue

Placentia, CA 92870

PREPARED BY

Dude Solutions

11000 Regency Parkway, Suite 400

Cary, NC 27518

PUBLISHED ON

October 07, 2021





Q-254277

This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing is based on...

Subscription			
Initial 36 months Subscription			
Item	Start Date	End Date	Investment
SmartGov - Enterprise	12/1/2021	11/30/2024	114,295.15 USD
SmartGov Connector BlueBeam	12/1/2021	11/30/2024	2,857.38 USD
SmartGov Connector ECM-Laserfiche	12/1/2021	11/30/2024	2,857.38 USD
SmartGov Connector Financial	12/1/2021	11/30/2024	2,857.38 USD
SmartGov Connector Merchant	12/1/2021	11/30/2024	2,857.38 USD
Invoice Total:			125,724.67 USD

The Subscription invoice for initial 36 months will be issued upon acceptance of the Order Form. Subsequent Subscription Invoices will be sent annually.

Implementation & Services	
SmartGov Custom Implementation	
Workflow template customization	8,550.00 USD
Fees Configuration	4,037.50 USD
General Config	1,900.00 USD
Map Connector Configuration	950.00 USD
Total:	36,216.38 USD





Parcel Connector Configuration	2,375.00 USD
Portal Configuration	950.00 USD
Virtual Training	4,275.00 USD
Project Management	4,723.88 USD
Existing Merchant Connector Configuration	1,140.00 USD
Laserfische Connector Configuration	2,375.00 USD
Financial Export Connector Configuration	1,900.00 USD
Custom Reports	1,900.00 USD
Blue Beam Connector Configuration	1,140.00 USD
	Total: 36,216.38 USD

Year 4 Subscription - 2.5% Increase			
Item	Start Date	End Date	Investment
Year 4 Total	12/1/2024	11/30/2025	44,020.87 USD
Year 5 Subscription 2.5% Increase			
Item	Start Date	End Date	Investment
Year 5 Total	12/1/2025	11/30/2026	45,121.38 USD
Five Year Total : 251,083.32 USD			

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Placentia and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.





Software for Smarter Operations





Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to City Of Placentia for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Placentia has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Custom Implementation and Features

The Custom Implementation leverages best practices but includes wide flexibility in Dude assisted customization. It is based on our pre-configured settings to streamline your setup but allows full access to modify your final configuration.

With Custom, you get access to the Full Software and your features include:

Feature	Custom
All Modules (Permitting, Licensing, Code Enforcement, Recurring Inspections)	Included
Public Portal	Included
Custom Fee Codes (across all modules)	Included
Custom Fields (across all modules)	Unlimited
Departments associated with Templates and Inspection Types (e.g., Building Safety and Construction, Planning and Zoning, etc.)	Unlimited
156 Standard Reports and Output Documents	Included
Custom Reports and Output Documents	Unlimited (Additional Fee Required)
Pre-configured Inspection Types (109 across all modules)	Included
Pre-configured Submittal Types (140 across all modules)	Included
Pre-configured Workflow Steps (152 across all modules)	Included
Additional Inspection Types	Unlimited (Additional Fee Required)





Feature	Custom
Additional Submittal Types	Unlimited (Additional Fee Required)
Additional Workflow Steps	Unlimited (Additional Fee Required)
Mobile App (Android and iOS)	Included
Pre-configured Templates and Workflow (77 templates across all modules)	Included
Additional Templates and Workflow	Unlimited Unlimited (Additional Fee Required)
Case number formatting	Customized
Users	Unlimited

With Custom you will get access to the following Services:

Service	Custom
Project Management	Per Agreement
Public Portal Configuration	Self-service or Per Agreement
Custom Code References	Included
Custom Condition Setup	Unlimited
Custom Field Configuration	Unlimited
Department Customization	Included
Fee/ Financial Setup	Per Agreement
Jurisdiction Specific Settings (Time zone, Holidays, etc.)	Included
Inspection Types Additions	Per Agreement
Template and Workflow Customization	Per Agreement
Template and Workflow Additions	Per Agreement
User Setup and Security	Included





Please talk with your account representative to determine timing for your Custom Implementation.

Planning, Initial Set Up & System Level Configuration

As part of the General Configuration Dude Solutions will:

- Create your database with our defaults
- Load your users with Dude standard permissions (provided in Dude input sheet)
- Load your Code References/Violation types (provided in Dude input sheet)
- Load up to 20 additional custom attributes/details (not associated with fees)
- Load your logo
- Provide access to 156 reports/output documents (see list)
- Provide ongoing access to our Virtual Classroom Training classes

Workflow Template Customization

CD-WT10 Dude will add up to x10 custom process templates across all modules (Permits/Licensing/Code Enforcement/Recurring Inspections) until your product readiness date or 12 months after purchase whichever comes first.

Financial Setup and Fees Pages

Based on your fee schedule Dude will:

- Setup your fee code calculations
- Load your FMS/GL Codes (provided in Dude input sheet)
- Load your Valuation table (provided in Dude input sheet or ICC table)
- Setup your fixture costs (if needed)
- Load your custom attributes / details as required for your fee calculations

Public Portal Configuration Setup

The Dude will customize your Portal by:

- Linking your logo
- Exposing all permits/business licenses that you want your citizens to have access to
- Will advise on best practices and load your custom verbiage into the available fields
- Provide the access URL to add link to any needed jurisdiction web pages



Parcel Connector Setup

Dude will configure EITHER a Delimited Parcel Job OR ARCGIS Parcel Job on behalf of the customer

- Delimited File – A delimited file may be uploaded to the job at runtime or may be made available to the job via FTP using anonymous access or a username and password. The delimited file option supports a single address for each individual parcel.
- Parcel Layer – A parcel layer must be accessible by URL through an ESRI REST service. A secondary address-only layer may also be provided for parcels that have more than one address. The layer(s) must be publicly accessible and may be secured with a username and password.

The configured parcel job will be available for the customer to run on-demand. If using the ARCGIS option or a delimited file that is accessible via FTP, the job may also be scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.).

Map (GIS) Connector Setup

The Dude will connect to your supported ESRI Map Service secured by a publicly trusted certificate issued by a Certificate Authority.

The clients Map Service must be publicly accessible and require no user authentication of any kind. The Map Service must include a parcel layer with a designated field having parcel numbers that exactly match those provided in the Parcel Connector source data (this layer may be the same as that provided for the Parcel Connector if no authentication is required for access). Support for Feature, Tiled, and Web Map Services is not included.

Custom base maps are not supported. Base maps from the ESRI base map library will be available for use.

Financial Connector Setup

The Dude will customize the configuration of the export to match your financial system input needs. These customizations could include:

- Additional data fields
- Altered order of column information
- Alternate delimiter or fixed width formatting

Merchant Service Connector Setup

The Dude will setup our connector to your merchant vendor (from our authorized list of vendors).



The client will need to provide the relevant linking information for the Dude to complete the setup. These will often include connection URLs, Login IDs, and Transaction Keys.

The Dude cannot get this information on the client's behalf due to security and privacy concerns.

Digital Markup Tool Setup

The Dude will setup our connector to Bluebeam.

Dude will provide training on how to check documents in and out but will not provide training on other Bluebeam software components.

This does NOT include a subscription to Bluebeam or training on how to use the Bluebeam software and this must be purchased separately from that vendor.

- ***Bluebeam Studio Prime is the only edition of Studio that is compatible with the SmartGov integration.***
- ***The SmartGov integration is compatible with all 3 Revu editions***

Laserfiche Setup

The Dude will setup our connector to Laserfiche.

This connector allows file attachments in SmartGov to be stored within an Enterprise Content Management (ECM) system. The Laserfiche integration was built in compliance with Content Management Interoperability Services (CMIS) standards.

Customer must have the Laserfiche CMIS Gateway installed and configured for the desired repository and be able to provide a browser binding URL that SmartGov can reach from the cloud.

There are three Secured Functions that control access to the Laserfiche configuration options:

1. Admin.JurisdictionBlobProvider – Allow user to all Enterprise Content Management (ECM) settings and mappings
2. Admin.JurisdictionBlobProvider.ConfigureCMISConnection – Allow user to configure CMIS connection settings
3. Admin.JurisdictionBlobProvider.ConfigureECMTemplates – Allow user to configure metadata template mappings

Custom Reports



The Dude will build a report that has been designed and scoped by the client and provided as a PDF or Word that represents a version of the final output of the report.

We will do a maximum of 2 revisions. Any additional revisions will require the purchase of an additional custom report.

Virtual Training

The Dude web-based training will train up-to 10 client users in a "train-the-trainer" format.

The training agenda will be agreed upon by the consultant and the client lead and is designed to provide the client team with an interactive experience in the software to facilitate an understanding of the utilized parts of the software.

All attendees must have attended the required Virtual Classroom Trainings (VCT's) prior to attending this training. The consultant and PM will inform you of the classes that are required.

This training can span a 2-week period, provided in 3.5 hour sessions to meet client needs but will not exceed eight sessions. Once the team has been trained on all utilized sections of the software the training is complete.

Change Control Authorization Process

Any changes to the defined scope will require a signed Change Order by the client. This Change Order will outline the additional work required and costs associated with the change. It will also include estimated changes to your launch schedule that must also be approved.



Appendix

Parcel Configuration Setup

Parcel source data (delimited file or parcel layer) must include the following fields, at a minimum:

- Parcel Number
- Primary Situs Address
- Primary Situs City
- Primary Situs State
- Primary Situs Zip Code
- Owner Name
- Owner Street Address
- Owner City populated for USA addresses only
- Owner State populated for USA addresses only
- Owner Zip Code populated for USA addresses only
- International Indicator with a value of "Y" for any owner address outside of the USA
- International line including the full regional equivalent of the city, state and zip code for any owner address outside of the USA

Inclusion of the following additional fields is recommended:

- Parcel center point latitude in decimal degrees
- Parcel center point longitude in decimal degrees

If using a secondary address layer with the ARCGIS Parcel job, the address layer must contain the following fields:

- Parcel Number
- Secondary Situs Address
- Secondary Situs City
- Secondary Situs Zip Code

Inclusion of the following additional fields is recommended for the secondary address layer:

- Address point latitude in decimal degrees
- Address point longitude in decimal degrees

Map (GIS) Connector Setup

The following base maps are currently included (subject to change):

- Imagery
- Imagery Hybrid
- Streets
- Topographic
- Navigation
- Streets (Night)
- Terrain with Labels
- Light Gray Canvas





- Dark Gray Canvas
- Oceans
- National Geographic Style Map
- Open Street Map
- Charted Territory Map
- Community Map
- Navigation (Dark Mode)
- Newspaper Map
- Human Geography Map
- Human Geography Dark Map
- Modern Antique Map
- Mid-Century Map
- Nova Map
- Colored Pencil Map
- Firefly Imagery Hybrid
- USA Topo Maps

Financial Connector Setup

By default, financial extract jobs are pre-configured and the included configuration of the Receipt Extract job will produce a comma-delimited file with the following data points:

- Receipt Number
- Receipt Date
- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid
- Fee Code Name
- Permit/License/Case Number
- Payer Name

The included configuration of the Receipt Extract – FMS/GL Summary job will produce a comma-delimited file with the following data points:

- FMS/GL Code
- Fund
- GL Account
- Fee Amount Paid

The file output of the financial extract may be written to the customer's FTP site, if desired, to facilitate automated external processing of the file. The customer may request the use of an alternate delimiter if a comma is not acceptable.

The financial extract job may be run on demand or scheduled to run on a consistent basis (e.g., daily, weekly, monthly, etc.). Companion reports designed for reconciliation and extract verification are also available.





Blue Beam Connector Configuration

Bluebeam Software is comprised of a document management component, known as Studio, and a client-side application, Revu. Each component has three (3) editions with various features.

Bluebeam Studio is the repository for Bluebeam Projects and Sessions. Only one license/subscription is required for each jurisdiction. It is available in the following editions:

- Bluebeam Studio Prime (**Compatible with SmartGov**) – Cloud-based (allows third party integrations with the Bluebeam Studio API), additional Bluebeam cost
- Bluebeam Studio (**Not Compatible with SmartGov**) – Cloud-based, included with the Bluebeam Revu user license at no additional Bluebeam cost
- Bluebeam Studio Enterprise (**Not Compatible with SmartGov**) – On-Premises

Bluebeam Revu is the client-side software that provides the tools necessary to review and mark up documents. This software must be installed on each client computer that will be used to perform review and mark up tasks. Revu is available in the following editions:

- Revu Standard (**Compatible with SmartGov**) – Standard tool set
- Revu CAD (**Compatible with SmartGov**) – Includes all of the standard tools, along with plugins for 2D and 3D PDF creation
- Revu eXtreme (**Compatible with SmartGov**) – Includes all of the standard tools and CAD plugins, with additional features like Optical Character Recognition (OCR) and batch processes.

The Revu user license includes access to Bluebeam Studio, but Bluebeam Studio is not sufficient for integration with SmartGov. Each SmartGov user that will be checking projects in and out of Bluebeam or performing review and mark up tasks must also be a member of the Bluebeam Studio Prime account.





Proposal terms

- Proposal has been prepared for City Of Placentia ("Subscriber")
- Proposal expires in sixty (60) days

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Master Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-254277 on any applicable purchase order and email to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.





Software for Smarter Operations

Signature

Presented to:

Q-254277

October 07, 2021, 1:48:40 PM

Accepted by:

Printed Name

Signed Name

Title

Date





MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Services (as defined below) provided by Dude Solutions (“DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “ACCOUNT” OR “SUBSCRIBER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

- 1.1 “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Service.
- 1.2 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).
- 1.3 “Account User” means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.
- 1.4 “Affiliate” means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to “control” another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.5 “Subscription Fee” means the fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if applicable the API.
- 1.6 “API” means DSI’s proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI’s sole discretion.
- 1.7 “Beta Services” means DSI Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

1.8 “Confidential Information” means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a third party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a third party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

1.9 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.10 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.11 “Dude Solutions” or “DSI” means Dude Solutions, Inc., Dude Solutions Canada, Inc., Assetic Australia Pty Ltd and Confirm Solutions Limited together with their affiliates, successors and assigns.

1.12 “DSI Data” means all data, information and other content provided by or on behalf of DSI to any of the DSI Services.

1.13 “Implementation, Training and Support Program” or “ITSP” means DSI’s comprehensive implementation, training and support program provided to DSI’s Subscribers with respect to the Service.

1.14 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.15 “Order Form” means DSI’s ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. By entering into an Order Form, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

1.16 "Privacy Policy" means the DSI privacy policy, as amended from time-to-time, which can be viewed at www.dudesolutions.com.

1.17 "Professional Service" means the professional, technical, consulting and/or other services to be performed by DSI that are ordered by Subscriber on an Order Form or provided without charge (if applicable).

1.18 "Service" means DSI's suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components. For avoidance of doubt, Service applies only to Subscriber's production instances and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

1.19 "Subscriber" means the City of Placentia.

1.20 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

1.21 "Subscriber-Hosted Software" means DSI's suite of Software-as-a-Service (SaaS) software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

1.22 "Third Party" means a party other than Subscriber or DSI.

Section 2.0 Use of the Service and API; Proprietary Rights

9.1 DSI Cloud Service; Subscriber-Hosted Software.

(a) DSI Cloud Service. Unless otherwise specified on an applicable Order Form, DSI Service shall be provided as DSI-hosted, cloud Service. DSI grants Subscriber a non-exclusive and non-transferable right to access and use the Service for the Term.

(b) Subscriber-Hosted Software. Where an applicable Order Form sets forth Subscriber-Hosted Software, subject to the provisions of this Agreement, DSI grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the software for the Term. In respect of such Subscriber-Hosted Software:

1. Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order Form (i.e. implementation).
2. Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber

systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

3. Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order Form on which, or in connection with which, the Subscriber-Hosted Service will be used.

(c)

9.2 Use of the Service and API.

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.2 and payment of the Subscription Fees required hereunder), (i) DSI shall permit Subscriber's Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP ("Implementation, Training and Support Program"), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.2 and payment of the Subscription Fees required hereunder), DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber ("Subscriber Applications"). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology. DSI sets and enforces limits on Subscriber use of DSI API (e.g. limiting the number of API requests that may be made or the number of Subscriber uses). Subscriber agrees to, and will not circumvent, DSI's usage guidelines and volume limits as described in DSI's technical documentation or other documentation otherwise made available to Subscriber. Any usage beyond the guidelines and volume limits must obtain DSI's prior express consent from DSI. DSI may modify, amend, change, or deprecate all or part of the API from time-to-time (an "API Modification"). DSI shall use reasonable efforts to provide thirty (30) day notice to Subscriber of any such API Modifications. Any changes to new API functions or changes made for legal reasons will be effective immediately. If Subscriber does not agree to the modification, Subscriber may discontinue use of that API. Subscriber's continued use of the API constitutes acceptance of the modifications.

(c) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Service and API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may

not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users.

(e) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or API to provide any service bureau services or any services on a similar basis; (iv) use the Service or API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or API; (ix) interfere with or disrupt the integrity or performance of the Service, API or the data contained therein; (x) access or use the Service or API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or API or monitor the availability and/or functionality of the Service or API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, API or any DSI data received via API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Services. DSI hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(f) *Additional Service Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall use reasonable efforts to provide thirty (30) days' prior notice of any

such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service or API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(g) *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(h) *Beta Services.* From time to time, DSI may make Beta Service available to Subscribers at no charge. Subscriber may choose to try such Beta Service or not in its sole discretion. Use of the Beta Service is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Service at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Service availability at any time in its sole discretion without notice. NOTWITHSTANDING THE REPRESENTATIONS, WARRANTIES AND DISCLAIMERS IN SECTION 7, BETA SERVICE AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. DSI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICE UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI'S LIABILITY WITH RESPECT TO THE BETA SERVICE PROVIDED SHALL NOT EXCEED \$500.00.

9.3 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to (i) use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Service and (ii) use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the "De-Identified Data") in order to improve the Service and DSI's performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take

commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to natural persons.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

Section 3.0 DSI Responsibilities

9.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services").

9.2 Professional Services. DSI shall provide Professional Services that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement and, if applicable, DSI's Professional Services Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

9.3 Service Levels.

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% of the time for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule such Service maintenance events outside the applicable business hours.

(b) DSI shall use reasonable efforts to ensure the availability of API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes API

(including, without limitation, any such product, application or service developed by Subscriber). Subscriber shall not represent to any Third Party any availability or performance levels with respect to API.

9.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. All data and information provided by Subscriber through its use of the Service is subject to DSI's Privacy Policy, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and may delete or destroy what remains in its possession or control unless prohibited by law.

(a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Services, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. DSI and Subscriber agree that DSI will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection Legislation). DSI will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland, or EEA are processed by DSI, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent DSI processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and DSI agree that Subscriber are each the data exporter and Subscriber's acceptance of this Agreement or applicable Order Form shall be treated as its execution of the standard contract clauses.

Section 4.0 Third Party Interactions

9.1 Relationship to Third Parties. In connection with Subscriber's use of the Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, API and a Third Party provider; (iv) receive additional functionality within the user interface of the Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service.

9.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

Section 5.0 Fees and Payment

9.1 Fees. Subscriber shall pay to DSI all fees specified in Order Forms. All Subscription Fees are non-refundable and non-cancelable, and the Subscription Fee for such Service subscription shall be invoiced upon commencement of the Initial Term of a Service subscription. Thereafter, DSI shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 6.1, Subscriber agrees to pay all fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI promptly of any changes to such information.

9.2 RESERVED.

9.3 Overdue Charges. If any invoiced amount is not received by DSI by the due date, without limiting DSI's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. DSI reserves the right to condition an overdue Account's future subscription renewals and Order Forms on shorter payment terms than those stated herein.

9.4 Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

9.5 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.5, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

9.6 Purchases through Resellers. In the event Subscriber purchases the Services (including any renewals thereof) through an authorized reseller of DSI, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, DSI shall have the right to terminate Subscriber's access to the Service at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and DSI have agreed otherwise in writing.

Section 6.0 Term and Termination

9.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or has been terminated (the "Term"). The initial term of the Service subscription shall be set forth on the Order Form (the "Initial Term"). Thereafter, except as stated on an applicable Order Form, the Service subscription shall automatically renew for additional periods equal to the expiring term or one year, whichever is longer (each, a "Renewal Term") unless either party has provided written notice of its intent to terminate the Service subscription not less than forty-five (45) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

9.2 Termination. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party or (ii) Subscriber becomes the subject of a petition in bankruptcy or other similar proceeding; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. If the Agreement is terminated by Subscriber in accordance with this Section 6.2, DSI will refund any prepaid Subscription Fees covering the remainder of the Term of all Order Forms after the effective date of termination. If the Agreement is terminated by DSI in accordance with this Section 6.2, Subscriber will pay any unpaid fees covering the remainder of the term on all Order Forms to the extent permitted by applicable law. In no event will termination relieve the Subscriber of its obligation to pay any fees payable to DSI for the period prior to the effective date of termination. Without limiting the foregoing, in the event such breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect to suspend Subscriber's access and use of the Service, API and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

9.3 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically and immediately cease, and (ii) subject to Section 3.4, DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

9.4 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2, 3.4, 6.3, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Representations, Warranties and Disclaimers

9.1 Representations. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

9.2 Warranties.

(a) DSI represents and warrants that during the applicable subscription Term that Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.2 (Termination).

(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(c) SERVICE, CONTENT, DOCUMENTATION, STORED DATA AND BETA SERVICE ARE PROVIDED "AS-IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, DOCUMENTATION, STORED DATA OR BETA SERVICES. PARTIES SPECIFICALLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.3 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation or a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

9.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO

THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.

Section 8.0 Confidentiality

9.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) use the Confidential Information solely for a purpose permitted by this Agreement; (ii) use the same degree of care as Receiving Party uses with its own Confidential Information that it uses to protect its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent unauthorized access, reproduction, disclosure, or use of any Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligations no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

9.2 Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information of the Disclosing Party to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

9.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

9.4 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9 Miscellaneous

- a) Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

- b) Publicity. DSI is permitted to: (I) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.
- c) Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.
- d) Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.
- e) Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.
- f) Force Majeure. Subject to the limitations set forth below and except for fees due for Service rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.
- g) Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to DSI at notice@dudesolutions.com. The DSI entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

- i) In the United States and all other domiciles not otherwise mentioned, the DSI entity is Dude Solutions, Inc., a Delaware corporation, notices shall be addressed to 11000 Regency Parkway, Suite 400, Cary, NC 27518, attn: General Counsel, governing law shall be Delaware and the courts with exclusive jurisdiction shall be Delaware without regard to the principles of conflicts of laws, unless otherwise required by applicable law where Subscriber is a public entity.
 - ii) In Canada, the DSI entity is Dude Solutions Canada, Inc., an Ontario corporation, notices shall be addressed to Bay Adelaide Centre, 333 Bay Street, Suite 2400, PO Box 20, Toronto, ON, M5H 2T6 attn: Dude Solutions General Counsel, governing law shall be Ontario and the courts with exclusive jurisdiction shall be Toronto, Ontario, Canada without regard to the principles of conflicts of laws.
 - iii) In the United Kingdom or a country in Europe, the DSI entity is Confirm Solutions Limited, a limited company in England, notices shall be addressed to Central House Unit C Compass Centre North, Chatham Maritime, Chatham, England, ME4 4YG, attn: General Counsel, governing law shall be England and the courts with exclusive jurisdiction shall be London, England without regard to the principles of conflicts of laws.
 - iv) In Australia, New Zealand, a country in Asia or the Pacific region, the DSI entity is Assetic Australia Pty Ltd, a proprietary limited company in Australia, notices shall be addressed to Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, attn: General Counsel, governing law shall be Australia and the courts with exclusive jurisdiction shall be New South Wales, Australia without regard to the principles of conflicts of laws.
- h) Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.
- i) No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.
- j) Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.
- k) Entire Agreement. This Agreement, including any applicable Order Form, is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence

shall be (1) the applicable Order Form, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

- l) Export Compliance. The Service, Professional Service, Content or other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service, Content or other DSI technology in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.
- m) Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connect with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.
- n) Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

City Of Placentia

Dude Solutions, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Attachment A: Insurance Requirements

1. Minimum Scope and Limits of Insurance. DSI shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized 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) Commercial general liability, 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) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Workers' compensation insurance as required by the State of California. DSI 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 arising from work performed by DSI for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(c) 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 claim and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. DSI shall obtain and maintain said E&O liability insurance during the life of this Agreement.

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

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of DSI pursuant to this Agreement; products and completed operations of the DSI; premises owned, occupied or used by the DSI; automobiles leased, hired, or borrowed by the DSI."

(b) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers with respect to liability arising out of activities performed by or on behalf of DSI pursuant to this Agreement. Any other insurance maintained by the City of Placentia, shall be excess and not contributing with the insurance provided by this policy."

(c) 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.

(d) The DSI'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.

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.

4. Certificates of Insurance. DSI 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.

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 DSI may be held responsible for payments of damages to persons or property.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2022

DATE (MM/DD/YYYY)

1/27/2022

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 Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : The Continental Insurance Company	NAIC # 35289
	INSURER B : American Casualty Company of Reading, PA	20427
	INSURER C : Everest National Insurance Company	10120
	INSURER D : Continental Casualty Company	20443
	INSURER E :	
	INSURER F :	

COVERAGES DUDSO02 **CERTIFICATE NUMBER:** 18211778 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	6078704688	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp. \$100/Coll. 1K	Y	N	6078704674	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B 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 <input checked="" type="checkbox"/> N	N/A	6078704691 (CA) 6078704707 (AOS)	11/9/2021 11/9/2021	11/9/2022 11/9/2022	<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 D	Primary E&O/Cyber Excess E&O/Cyber	N	N	CYBP000223-201 652376492	10/2/2021 10/2/2021	10/2/2022 10/2/2022	\$5M \$5M xs \$5M

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 is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Waiver of Subrogation applies per attached endorsement or policy language.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

18211778

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

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	Technology General Liability Extension Endorsement
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It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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4. Broad Knowledge of Occurrence/ Notice of Occurrence
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7. Expected Or Intended Injury – Exception for Reasonable Force
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10. Joint Ventures/Partnership/Limited Liability Companies
11. Legal Liability – Damage To Premises
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15. Personal And Advertising Injury – Discrimination or Humiliation
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17. Property Damage - Elevators
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Technology General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.



Technology General Liability Extension Endorsement

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.



Technology General Liability Extension Endorsement

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
 in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - 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 any inspections, adjustments, tests or servicing that such person or organization 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 such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization 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:
 - (1) the exceptions contained in Subparagraphs **d.** or **f.** above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.



Technology General Liability Extension Endorsement

2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor
 2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
 - a. this **Coverage Part** provides such coverage;
 - b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
 - c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.
2. **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:



Technology General Liability Extension Endorsement

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.



Technology General Liability Extension Endorsement

- 4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
 - a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:
 - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.



Technology General Liability Extension Endorsement

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;



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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

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The Continental Insurance Co.

Insured Name: DUDE SOLUTIONS, INC.

Policy No: 6078704688

Endorsement No:

Effective Date: 10/01/2021



	Technology General Liability Extension Endorsement
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b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** 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 **LIMITS OF INSURANCE**.

- B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protective systems to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

- 6.** Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

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- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a higher Damage to Premises Rented to You Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:
 - (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;
- E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part.**

12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:
 - 7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:
 - (1) \$15,000 unless a different amount is shown here: @@@@@@@@@@@@@@ ; or
 - (2) the amount shown in the Declarations for Medical Expense Limit.
- B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:
 - (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

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(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.



Technology General Liability Extension Endorsement

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

- (1) that the **Insured** would have in the absence of the contract or agreement; or
- (2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
 - (a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph **2.d.** is replaced by the following:
 - d.** The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
- 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the **Contractual Liability** exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.



Technology General Liability Extension Endorsement

17. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:
- This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

- A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and
- B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and



	Technology General Liability Extension Endorsement
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2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.


EXTENDED COVERAGE - BA PLUS - FOR HIRED AND NON-OWNED AUTOS

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

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I. AMENDMENTS TO LIABILITY COVERAGE
A. Amendments to Who Is An Insured

Under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Who Is An Insured** is amended to add the following:

1. Majority Owned Corporations

Any incorporated entity in which you own a majority of the voting stock on the inception date of this Coverage Form is an **insured**, but only if such entity is not an **insured** under any other liability "policy" that provides **auto** coverage.

2. Newly Acquired Organizations



Any organization you newly acquire or form during the policy period, other than a limited liability company, partnership or joint venture, and in which you maintain majority ownership interest is an **insured**, but only if such organization is not an **insured** under any other liability "policy" that provides **auto** coverage. The insurance afforded by this provision:

a. Is effective on the date of acquisition or formation of the organization, and applies until:

- (1) The end of the policy period of this Coverage Form; or
- (2) The next anniversary of this Coverage Form's inception date,

whichever is earlier; and

b. Does not apply to **bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization.

3. Additional Insureds Required By Written Contract

Any person or organization that you are required by written contract to make an additional insured under this insurance is an **insured**, but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an **insured** for Liability Coverage under **SECTION II - WHO IS AN INSURED** of this Coverage Form.

4. Employee-Hired Autos

Any **employee** of yours is an **insured** while operating with your permission an **auto** hired or rented under a contract in that **employee's** name, while performing duties related to the conduct of your business.

With respect to provisions **A.1.** and **A.2.** above, "policy" includes those policies that were in force on the inception date of this Coverage Form, but:

- i. Which are no longer in force; or
- ii. Whose limits have been exhausted.

B. Increased Loss of Earnings Allowance

Under **SECTION II — COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Supplementary Payment** subparagraph **(4)** to delete the \$250. a day limit for loss of earnings and replace it with a \$500. a day limit.

C. Fellow Employee Coverage

Under **SECTION II — COVERED AUTOS LIABILITY COVERAGE**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Fellow Employee**.

II. AMENDMENTS TO PHYSICAL DAMAGE COVERAGE

A. Increased Loss of Use Expense

Under **SECTION III — PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Coverage Extensions** is amended under **Loss of Use Expenses** to delete the maximum of \$600., and replace it with a maximum of \$800.

B. Broadened Electronic Equipment Coverage

Under **SECTION III — PHYSICAL DAMAGE COVERAGE**, the paragraph entitled **Exclusions** is amended to delete paragraphs **5.a** through **5.d.** in their entirety, and replace them with the following:

5. Exclusions **4.c.** and **4.d.** above do not apply to **loss** to any electronic equipment that at the time of **loss** is:



- a. Permanently installed in or upon a covered **auto**, nor to such equipment's antennas or other accessories used with such equipment. A \$100 deductible applies to this provision, and supersedes any otherwise applicable deductible; or
- b. Designed to be operated solely by use of the power from the **auto's** electrical system and is:
 - (1) Removable from a housing unit which is permanently installed in or upon the covered **auto**;
 - (2) An integral part of the same unit housing any electronic equipment described in paragraphs a. or b.(1) above; or
 - (3) Necessary for the normal operation of the covered **auto** or the monitoring of the covered **auto's** operating system.

III. AMENDMENTS TO BUSINESS AUTO CONDITIONS

A. Knowledge of Accident or Loss

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph **a.(4)**:

- (4) If your **employees** know of an **accident** or **loss**, this will not mean that you have such knowledge until such **accident** or **loss** is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

B. Knowledge of Documents

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Duties In the Event of Accident, Claims, Suit, or Loss** is amended to add the following subparagraph **b.(6)**:

- (6) If your **employees** know of documents concerning a claim or **suit**, this will not mean that you have such knowledge until such documents are known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or to an **employee** designated by any of the above to be your insurance manager.

C. Waiver of Subrogation

Under **BUSINESS AUTO CONDITIONS**, the **Loss Condition** entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

D. Unintentional Failure To Disclose Hazards

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Concealment, Misrepresentation or Fraud** is amended to add the following:

Your failure to disclose all hazards existing on the inception date of this Coverage Form shall not prejudice you with respect to the coverage provided by this insurance, provided such failure or omission is not intentional.

E. Primary and Non-Contributory When Required By Contract

Under **BUSINESS AUTO CONDITIONS**, the **General Condition** entitled **Other Insurance** is amended to add the following:



Notwithstanding provisions **5.a.** through **5.d.** above, the coverage provided by this Coverage Form shall be on a primary and non-contributory basis when required to be so by a written contract entered into prior to **accident** or **loss**.

IV. AMENDMENTS TO DEFINITIONS

A. Broadened Bodily Injury

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, mental anguish or mental injury sustained by that person which results as a consequence of the physical injury, sickness or disease.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy 1 unless another expiration date is shown below.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: FEBRUARY 1, 2022

SUBJECT: **AMENDMENT TO CITY COUNCIL POLICY NO. 370 REGARDING THE CITY'S USE OF SOCIAL MEDIA**

FISCAL

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

SUMMARY:

On March 15, 2011, the City Council adopted an administrative policy for social media use that was intended to ensure the proper use of the City's social media technologies by City employees and City Council. Over the past ten (10) years, social media has expanded significantly, as has the City's use and the complexity of available web-based technologies. To ensure the continued proper use of the City of Placentia's Official social media sites by the City Council and City employees, an amended policy is necessary.

Social media sites such as Facebook, Twitter, YouTube, Instagram, and others have created channels for any individual or any organization, including municipal government, to share information, network, socialize, and report on events as they happen. Through social media channels, government agencies have efficient, cost-effective methods to reach citizens directly and encourage instantaneous feedback. While the use of social media provides government agencies various avenues to communicate with citizens, it may also present risk to the City. In consultation with the City Attorney's Office and in an effort to minimize the risks of using social media, an updated policy governing the uses of social media sites has been prepared. This action will amend the previously adopted social media policy to include this new policy related to the use of social media.

RECOMMENDATION:

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

Adopt the amended City Council Policy No. 370 related to the City's use of social media and amend the City's Policy Manual to include said policy.

DISCUSSION:

The popularity of social media has transformed the way in which government agencies communicate. Governmental entities use social media to promote transparency, for citizen

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Feb. 1, 2022

engagement, to understand residents' interests and concerns, and to inform and educate the public. The City of Placentia uses several social media platforms, including Facebook, Twitter, YouTube, and Instagram.

The City Council adopted Policy No. 370 in 2011, however social media and technology has drastically evolved since that time. The updated policy is necessary to address issues such as assigning designated City employees that are preapproved to use the City's official social media accounts, records retention of social media posts, what is permitted to be posted, etc. The use of technology and social media poses particular challenges for the public sector and raises liability concerns, as well as legal issues concerning state and federal laws, such as the Public Records Act and Brown Act. Cities must also be mindful that any forays into social media — whether as an official voice of the City, voice for elected officials, or as personally used by Staff — could create concerns by the City. In some instances, the City could face legal challenges if incorrect, false, or non-public information is posted on a site used officially by the City or personally by employees or elected officials. In other settings, the City may face public records requests that could include content posted to Social media sites upon City and/or personal computers, depending upon who and where the content was posted. If approved, this amended policy will pertain to all social media and networking activities conducted upon behalf of the City of Placentia.

The proposed amended Social Media Policy was prepared in consultation with the City Attorney's Office, with a review of other organizations' policies, as well as input from City staff. Upon City Council approval, the City's Policy Manual will be amended to include the updated Policy No. 370.

Prepared by:



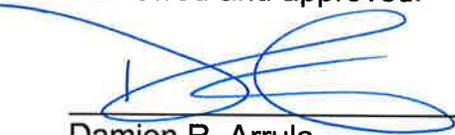
Nicolette Drulias
Communications and Marketing
Management Analyst

Reviewed and approved:



Jeannette Ortega
Assistant to the City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amended Social Media Policy No. 370
2. Original Social Media Policy No. 370 – Adopted March 15, 2011

Purpose:

This document defines the social networking and social media policy for City of Placentia (the "City" or "Agency"). To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, City departments may consider using social media tools to reach a broader audience.

The City of Placentia encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate. The City has an overriding interest and expectation in deciding what is "spoken" on its behalf on social media sites. This policy establishes guidelines for the use of social media by City employees and officials on official City social media accounts.

For purposes of this policy, "social media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, Twitter, YouTube, and Instagram. For purposes of this policy, "comments" include information, articles, pictures, videos or any other form of communicative content posted on a City of Placentia social media site.

Oversight and Enforcement

Employees representing the Agency through social media outlets or participating in social media features on agency websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in agency social media sites, blogs, or other social media features. Information must be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, obscure terminology, excessive emojis or hashtags, or acronyms. Agency employees recognize that the content and messages they post on social media websites are public and may be cited as official Agency statements. Social media should not be used to circumvent other agency communication policies, including news media policy requirements. Agency employees may not publish information on Agency social media sites that includes:

- Confidential information
- Copyright violations
- Profanity, racist, sexist, or derogatory content or comments
- Partisan political views
- Commercial endorsements or SPAM

General Policy

1. The establishment and use by any City department of City social media sites are subject to approval by the City Administrator or his/her designees. All City of Placentia social media sites shall be administered by the City Administrator's Office.

2. The Communications and Marketing Analyst will monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City of Placentia.
3. City social media sites should make clear that they are maintained by the City of Placentia and that they follow the City's Social Media Policy.
4. Wherever possible, City social media sites should link back to the official City of Placentia website for forms, documents, online services, and other information necessary to conduct business with the City of Placentia.
5. The City reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable law. Any content removed based on these guidelines must be retained by the Communications and Marketing Analyst for a reasonable period of time, including the time, date and identity of the poster, when available.
6. These guidelines must be displayed to users or made available by hyperlink.
7. The City will approach the use of social media tools as consistently as possible, enterprise wide.
8. The City of Placentia's website at www.placentia.org will remain the City's primary and predominant internet presence.
9. All City social media sites shall adhere to applicable federal, state and local laws, regulations and policies.
10. City social media sites are subject to the California Public Records Act. Any content maintained in a social media format that is related to City business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure.
11. Comments on topics or issues not within the jurisdictional purview of the City of Placentia may be removed.
12. Employees representing the City government via City social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.
13. This Social Media Policy may be revised at any time.
14. Records of these social media sites are maintained with Archive Social.

Comment Policy

The City of Placentia's social media sites serve as limited public forum and all content published is subject to monitoring. By posting or commenting on the City of Placentia's

social media sites, users agree to the terms of use of the City of Placentia's social media comment policy as provided herein.

1. As a public entity the City must abide by certain standards to serve all its constituents in a civil and unbiased manner.
2. The intended purpose behind establishing City of Placentia social media sites is to disseminate information from the City, about the City, to its citizens.
3. The City of Placentia social media sites are intended to be "family friendly," and, as such, the City asks that users please keep their comments clean by following the rules set forth in this policy. Please note that the City utilizes the automatic content filtering features available on various social media sites. Such features/settings may automatically hide a comment from view if profanity is used in the post.
4. Comments containing any of the following inappropriate forms of content shall not be permitted on City of Placentia social media sites and are subject to removal and/or restriction by the Communications and Marketing Analyst or his/her designees:
 - a. Comments not related to the original topic, including random or unintelligible comments;
 - b. Profane, obscene, or pornographic content and/or language;
 - c. Content which violates the right to privacy, including but not limited to, content that contains personal identifying information or sensitive personal information;
 - d. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, sexual preference, or national origin;
 - e. Defamatory or personal attacks;
 - f. Threats to any person or organization;
 - g. Comments in support of, or in opposition to, any political campaigns or ballot measures;
 - h. Solicitation of commerce, including but not limited to advertising of any business or product for sale;
 - i. Conduct in violation of any federal, state or local law;
 - j. Encouragement of illegal activity or comments intended to incite violence;
 - k. Information that may tend to compromise the safety or security of the public or public systems; or
 - l. Content that violates a legal ownership interest, such as a copyright, of any party;
 - m. Harassment or content which constitutes and/or facilitates;
 - n. Repetitive and/or duplicative content;
 - o. Comments which may reasonably interfere with, inhibit, or compromise law enforcement investigations, police tactics, police responses to incidents and/or the safety of police staff and officers;
 - p. Posts or comments that contain external links.

5. The City does not allow information intended to compromise the safety or security of the public or public systems. Users may participate at their own risk, taking personal responsibility for their comments, username, and any information provided.
6. A comment posted by a member of the public on any City of Placentia social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the City of Placentia, nor do such comments necessarily reflect the opinions or policies of the City of Placentia.
7. The City of Placentia reserves the right to deny access to City of Placentia social media sites for any individual, who violates the City of Placentia's Social Media Policy, at any time and without prior notice.
8. Departments shall monitor their social media sites for comments requesting responses from the City and for comments in violation of this policy.
9. Only the Communications and Marketing Analyst or his/her designees shall respond to comments or messages on official City social media pages. All comments from City social media pages should be posted from the City account, never from a personal account.
10. When a City of Placentia employee responds to a comment, in his/her capacity as a City of Placentia employee, the employee's name and title should be made available, and the employee shall not share personal information about himself or herself, or other City employees.
11. All comments posted to any City of Placentia Facebook site are bound by Facebook's Statement of Rights and Responsibilities, located at <http://www.facebook.com/terms.php>, and the City of Placentia reserves the right to report any violation of Facebook's Statement of Rights and Responsibilities to Facebook with the intent of Facebook taking appropriate and reasonable responsive action.
12. Comments posted to the City of Placentia social media sites will be monitored and inappropriate content as defined herein above may be removed as soon as practically possible and without prior notice.
13. By posting or commenting on the City of Placentia social media sites, users agree to the City's terms of use. Users participate by their own choice, taking personal responsibility for their comments, username, and any information provided therein.
14. If users need to contact the Placentia Police Department, please call the Department's front desk at (714) 993-8164, or, if it is an emergency, call 911 and ask for assistance. While comments posted on the City's social media sites are monitored, posting comments is neither recommended nor an acceptable way to contact the Placentia Police Department for assistance or immediate service.

Public Records Law

The City of Placentia's social media sites are subject to applicable public records laws. Any content maintained in a social media format related to agency business, including communication posted by the Agency and communication received from citizens, is a public record. The Communications and Marketing Analyst maintaining the site is responsible for responding completely and accurately to any public records request for social media content.

Records Retention

Social media sites contain communications sent to or received by the Agency and its employees, and such communications are therefore public records. Records retention requirements apply regardless of the form of the record (for example, digital text, photos, audio, and video). The Communications and Marketing Analyst maintaining a site shall preserve records pursuant to the relevant records retention schedule for the required retention period in a format that preserves the integrity of the original record and is easily accessible. Furthermore, retention of social media records shall fulfill the following requirements:

- Social media records are captured in a continuous, automated fashion throughout the day to minimize a potential loss of data due to deletion and/or changes on the social networking site.
- Social media records are maintained in an authentic format (i.e. ideally the native technical format provided by the social network, such as XML or JSON) along with complete metadata.
- Social media records are archived in a system that preserves the context of communications, including conversation threads and rich media, to ensure completeness and availability of relevant information when records are accessed.
- Social media records are indexed based on specific criteria such as date, content type, and keywords to ensure that records can be quickly located and produced in an appropriate format for distribution (e.g. PDF).
- Each employee who administers one or more social networking sites on behalf of the Agency has self-service, read-only access to search and produce relevant social media records to fulfill public information and legal discovery requests as needed.

Internal Policy

PERSONAL USE BY CITY EMPLOYEES

1. All City employees may have personal Social Media sites.
2. City employees shall not share work related information and/or information related to City business on personal Social Media sites and shall avoid

mixing their professional information with their personal information or opinions.

3. City employees shall not use their City e-mail account or password in conjunction with a personal Social Media site, nor shall a City employee be compelled as a condition of employment to disclose to the City their username and password for personal Social Media sites. Nothing herein precludes the City, as an employer, from requiring or requesting a City employee to disclose a username, password, or other method for the purpose of accessing an employer-issued electronic device and/or any employer-issued Social Media or e-mail account.
4. City employees, unless specifically authorized by the City to do so, are not authorized to speak on behalf of the City and shall not post comments or opinions without also clarifying that the information being presented is on their personal behalf and it does not represent the position of the City.
5. The following guidance is for City employees who decide to have a personal Social Media site or who comment on posts about official City business:
 - State your name and, if relevant, role, when discussing City business;
 - Use a disclaimer such as: "The postings on this site are my own and don't reflect or represent the opinions of the City for which I work."
6. City employees who are authorized to speak on behalf of the City shall identify themselves by (1) Full Name; (2) Title; (3) Department; and (4) Contact Information, when posting or exchanging information of Social Media forums, and shall address only issues within the scope of their specific authorization.

PROFESSIONAL USE BY CITY EMPLOYEES

1. Designated City Employees that comment on the City's Social Media sites in their personal and/or professional capacity are bound by the Comment Policy of the City of Placentia's Social Media Policy, stated herein.
2. All official City-related communication through Social Media outlets shall remain professional in nature and be conducted in accordance with the City's communications policy, practices, and expectations.
3. Employees must not use official City Social Media sites to conduct private commercial transactions or to engage in private business activities.
4. City employees should be mindful that inappropriate usage of official City Social Media sites, can be grounds for disciplinary action. If Social Media

sites are used for official City business, the entire City site, regardless of any personal views, is subject to best practices guidelines, and standards.

5. Only individuals authorized by the City may publish content to an official City Social Media sites. Employees representing the City through social media outlets or participating in social media features on City websites must maintain a high level of ethical conduct and professional decorum. Failure to do so is grounds for revoking the privilege to participate in City Social Media sites, blogs, or other social media features.
6. Information must be presented following professional standards for good grammar, spelling, brevity, clarity and accuracy, and avoid jargon, excessive hashtags and emojis, obscure terminology, or acronyms.
7. City employees recognize that the content and messages they post on social media websites are public and may be erroneously cited as official City statements. Social media should not be used to circumvent other City communication policies, including news media policy requirements.
8. Employees representing the City government via City Social Media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.

SOCIAL MEDIA USE BY CITY'S PUBLIC OFFICIALS

1. Public officials that comment on the City's social media sites and/or on private non-city social media sites in their personal and/or official capacity are bound by the Comment Policy of the City of Placentia's Social Media Policy and to each and every policy applicable to City employees, stated herein.
2. While elected officials and City Council-appointed board, committee and commission members may maintain and use personal web pages and websites, blogs, and social networking sites, their status as elected/appointed officials requires that the content of any postings on those sites not be in violation of existing City by-laws, policies, directives, rules, or regulations.
3. The City's image as a professional organization is critical to maintaining the respect of its constituents. Although the City recognizes that elected/appointed officials may choose to express themselves by posting personal information upon social media platforms or by making comments on sites hosted by other persons, groups, or organizations, this right of expression should not interfere with the operation of the City. That is, although the City acknowledges its officials have the First Amendment right to free speech, the right is not absolute when involving matters of official City business, issues, or concerns.

4. If a public official conducts any City business or communication as an elected or appointed official from a personal account, or an account created for a City board/committee/commission that is not administered by a City employee, the City-related communications may be considered a public record subject to the California Public Records Act, found at Government Code sections 6250 *et seq.* When presented with a Public Records Act request, the official must produce responsive public records maintained on the official's personal servers and devices; and/or, after a reasonable search, affirm that the official is not in possession of any such responsive public records on personal devices or personal servers.
5. Officials should exercise caution with respect to comments they post, particularly those concerning the City and the business of the City.
6. All officials are expected and required to conduct themselves in a manner consistent with the City's policies and standards of conduct.
7. Officials must not reveal any confidential or privileged information about the City, its constituents, or its contractors. Officials must be particularly careful to protect against the inadvertent disclosure of confidential information.
8. Officials should be honest and accurate when posting information or news, and should quickly correct any mistakes, misstatements and/or factual errors in content upon discovery. Officials should not post or share information known to be false or unconfirmed rumors about the City, its employees, constituents, officials, suppliers, vendors, contractors, or any other entities or individuals.
9. Officials should never represent themselves as a spokesperson for the City Administration, any City department, the City Council, or a City board or committee, unless the official has been designated to serve as a spokesperson.
10. Because the posting of content, including simply "liking" or reacting to a post from another official, regarding City-related matters by a public official could inadvertently result in the violation of the Open Meetings Law, officials should consult the Open Meetings Law Guide provided to them by the City Clerk's Office and/or contact the City Attorney's Office for guidance before posting about meetings, conferences, sub-committee meetings, or the work of the public body, or any commission, board, or committee.
11. Officials are expressly prohibited from using social media to engage in any activity or conduct that violates federal, state, or local law (e.g., to circumvent election or campaign requirements, software or data piracy, child pornography, etc.)

12. Officials are prohibited from using social media to engage in any activity that constitutes a conflict of interest.
13. Officials must be mindful that members of the public who may appear before boards, commissions, or committees come from all walks of life. Public comments, in any forum, that contain racial slurs, express bigotry toward a group based on race, religion, national origin, sexual orientation, gender, gender identity or any other legally protected classification may be considered conduct unbecoming.
14. Appointed and elected board/committee members are strongly encouraged to consider the potential impact of social media statements prior to posting. The City strives to be professional in its operations and processes. Posts that express favoritism and/or bias for or against any individual or group of individuals (e.g., based upon race, gender, national origin, sexual orientation, political affiliation, etc.), reflect poorly on the public official, as well as the City and its residents. Further, comments suggesting such treatment can expose the City to liability and legal costs.
15. Elected and appointed officials should be cautious in using official City-provided head shot photographs on personal social media sites. Elected and appointed officials choosing to use official City-provided head shots on personal social media sites should tailor communications on those sites accordingly.
16. A public official that violates the City's policies and/or by such conduct invites claims or suits or other liability unto the City may be subject to censure; and the City may pursue all remedies available under the law.

REGISTERING A NEW PAGE

All City social media sites shall be (1) approved by the City Administrator; (2) published using approved Social Media platform and tools; and (3) administered by the Communications and Marketing Analyst or his/her designee.

DEREGISTERING AN EXISTING PAGE

If a social media page is no longer of use, (1) notify the Communications and Marketing Analyst, (2) ensure records have been archived according to agency guidelines, (3) unpublish and delete page.

ACKNOWLEDGEMENT OF RECEIPT OF POLICY NO. 370

POLICY NO. 370 SOCIAL MEDIA POLICY

This statement acknowledges that I have received, read and understand the Agency's guidelines for using Social Media. I acknowledge, and fully understand the terms of this policy and agree to abide by them.

Print Name and Department

Signature *Date*

SOCIAL MEDIA POLICY

PURPOSE

The City of Placentia has a business need to augment traditional communication methods with the use of social media channels. This need primarily stems from public demand and the rapid growth of social media use by other local, state and federal government entities as an indication that social media can be used effectively to enhance constituent communications. The use of social media presents opportunity and risk to the City. In general the City supports the use of social media technology to enhance communication, collaboration and information exchange to meet business mission and goals.

For the purpose of this policy social media applications shall include, but are not limited to, blogs, microblogs, wikis, RSS feeds, podcasts, discussion forums and social networking websites.

Messages and content posted on social media platforms may constitute speech on behalf of the City, but such speech takes place on a non-City venue. Therefore, the City Council finds and intends that speech posted on social media platform venues by City representatives, and comments by the public posted on social media platform venues in response, do not create a public forum or limited public forum on any portion of the City's websites, equipment or other such City property.

A. Usage

The City of Placentia's website (<http://www.placentia.org>) shall be the City's primary and predominant internet presence. Use of social media shall only serve as an enhancement to the City's official website. Therefore, information and communications should be organized in a manner that avoids the posting of duplicative or conflicting information.

Social media sites created on behalf of the City of Placentia must first be approved by the City Administrator's Office and appropriate Department Head.

1. Only those authorized by the City Administrator or their Department Head to speak on behalf of the City and convey information regarding City programs, projects, policies or any other such City business on social media platforms may communicate on the City's behalf on the subject of City matters on any social media platform. This includes initiating statements on, or responding to comments received from, various social media outlets in any manner that members of the public might perceive as a statement on behalf of the City of Placentia.

2. City employees wishing to express their personal points of view on a social media platform may only do so on their own time and are prohibited from utilizing City-owned equipment or technology to participate in social media platforms. If, on their own time and equipment, a City employee comments about a City matter or issue on a social media platform, they should identify themselves as being affiliated with the City and clearly indicate that their opinions and statements are their own and are not the representations of the City of Placentia. City employees shall follow the City of Placentia Social Media Guidelines.

3. All use of social media by any City department on behalf of the City of Placentia must be approved by the City Administrator's Office and comply with the following:
 - a. Representatives of the City of Placentia utilizing social media shall, at all times, conduct themselves in an appropriate and professional manner.

 - b. No City employee shall host a blog on any City-owned equipment or website without prior, written consent from the City Administrator and Department Director.

 - c. Social media platforms may be accessed from City equipment by City employees only for purposes of work performed in the scope of their employment.

 - d. City departments are responsible for establishing, publishing and updating their pages on social networking websites. It is the responsibility of each to ensure that their content is accurate and current.

 - e. When City departments create pages on social networking sites, all new urls must be shared with the City Administrator's Office. Login information, including user identification information and passwords should be provided to the Department Director and the City Administrator's Office. Passwords must be secure.

 - f. All social media accounts must be set up with a City email account. Social media accounts must be identified as belonging to the City of Placentia.

- g. When possible, social networking comments and content should contain web links directing the viewer to the City of Placentia's official website for more information.
- h. When creating pages or adding content to social media sites, departments should always provide a link to the City of Placentia website.
- i. All social networking websites and pages must include the following disclaimer:

The City of Placentia's use of external social media websites is provided as a public service. As such, the City of Placentia disclaims liability for any and all ads, videos, promoted content or comments accessible from any external web page. The responsibility for external content or comments rests with the organizations or individuals providing them and do not constitute an endorsement by the City of Placentia.

- j. No City employee may change the content or add new content to wikis or similar sites on behalf of the City of Placentia that relates to City matters including, but not limited to, City projects, programs and policies.

B. Records Retention, Confidential Information

The City of Placentia encourages the use of social media to promote increased transparency and efficiency in communicating information to the public. City of Placentia correspondence and other records related to transaction of the public's business constitute public records that may be subject to the California Public Records Act, even when transmitted through social media platforms. Departments should maintain records retained in the ordinary course of business consistent with their department's standard records retention schedule.

Some information in City records is confidential, or subject to privileges or exemptions under the California Public Records Act, City ordinances, or state or federal laws. Confidential information, or information exempt from disclosure under the California Public Records Act, shall not be conveyed through social media platforms.

Examples of information that City representatives shall not convey through social media platforms include, but are not limited to:

- Attorney-client privileged information;
- Records concerning pending litigation;

- Preliminary drafts, notes and memos not retained in the ordinary course of business;
- Certain information on business license or permit applications;
- Personal identifying information of individuals who file code enforcement complaints; and
- Personal information of City of Placentia's employees not subject to disclosure under the California Public Records Act or other state or federal laws (such as home addresses, phone numbers, medical and confidential employment information).

C. Ethical Conduct

No City representative shall participate in any social media activity on behalf of the City of Placentia that:

1. Promotes or exhibits hate, bias, discrimination, "adult-oriented" material or material not suitable for viewing by persons of all ages, or material with libelous or otherwise defamatory content;
2. Advocates the agenda or position of a political party, candidate for elected office, ballot initiative, or campaign or fundraising websites of holders for candidates for political office (whether elected or appointed);
3. Posts communications that expressly advocate the approval or rejection of a clearly identified ballot measure or candidate certified to appear on the local ballot;
4. Violates a City of Placentia Policy.
5. Violates any federal or state or local privacy, copyright, trademark, records retention, accessibility or other laws, regulations, policies or standards including but not limited to the First Amendment and the California Public Records Act.

D. Enforcement

1. The City Administrator's Office will monitor all departments' social media efforts to ensure that content adheres to this policy, is consistent with all logo usage and style guidelines, and furthers the communication or marketing goals of the City.
2. Any violation of this policy may result in removal of the department's content from the social media outlets. The City Administrator's Office has the sole authority to determine what information or pages shall be removed.

3. This policy covers the following forms of social media outlets and any other form of social media, new media or Gov 2.0 communication:

Blogs

The word blog is a shortened version of the term web log. Blogs are user-generated websites where entries are made in journal style and appear in reverse chronological order. Blogs provide commentary or news on particular subjects, such as local events. They usually contain text, images and links to other sites. Blogs typically allow visitors to provide comments in an interactive format.

Discussion Forums

A discussion forum (also known as a discussion group, discussion board, message board, or online forum) is a general term for any online "bulletin board" where users can leave messages and view responses to those messages.

Social Networking Websites

Social networking websites focus on the building and verifying of online social networks for whatever purpose. Social networks connect people with all different types of interests. Members communicate by voice, chat, instant message, videoconference and blogs, and the service typically provides a way for members to contact friends of other members.

A. Facebook

Facebook serves as a useful tool for the City of Placentia to inform the public about City events, refer them to the City website and dispense information in a timely manner. Guidelines:

- Each department must classify itself as 'government' and identify itself as a department of the City of Placentia.
- A link to the City's official website (<http://placentia.org>) must be included on the Info Page.
- All City department pages should include other City department pages in their "favorites" section.
- The Comments Section must contain the following disclaimer:

Comments are monitored and the City of Placentia reserves the right to remove inappropriate comments, including those that contain obscene language or "adult-oriented" content, threaten or

defame any person or organization, violate the legal ownership interest of another party, support or oppose specific political candidates or ballot propositions, promote illegal activity, promote commercial services or products or are not topically related to the particular posting.

- Facebook pages represent the City. Thus, style and design of the Facebook pages shall be consistent to the City branding. Departments must use proper grammar. Slang, jargon, excessive abbreviations shall be avoided.
- Facebook applications must serve a business purpose and first be approved by the City Administrator's Office.
- Each department is responsible for archiving its Facebook page. An electronic copy of page content shall be periodically saved to a City Server.

B. Twitter

Twitter serves as a useful tool for the City to communicate information directly to their Twitter followers in 140 characters or less. Guidelines:

- Twitter should only be used as a means to quickly disseminate brief and concise communication. For more-in-depth information, followers should be directed to the City website (<http://placentia.org>).
- Each department is responsible for the archiving of its Twitter posts. Departments shall periodically save an electronic copy of the list of followers and reply messages to the City Server.

C. Photo-Sharing Websites

Photo sharing refers to the publishing or transfer of digital photos online, enabling users to share them with others (whether publicly or privately). This functionality is provided through websites and applications that facilitate the upload and display of images. Please note: All copyright and fair use laws apply.

D. Video-Sharing Websites

Video sharing refers to websites or software programs that enable users to distribute video clips. Some services may charge a fee, but most do not. Please note: All copyright and fair use laws apply.

E. Wikis

A wiki is a website that allows visitors to add, remove, edit and change content. It also allows for linking among any number of pages. Please note: No City representative shall directly change the content or add new content to wikis on behalf of the City of Placentia that relates to matters including, but not limited to, City projects, programs and policies. If a representative discovers incorrect information on any wiki, a correction should be suggested in the website's comments section.

F. Podcasts

A podcast is an audio or video broadcast that has been converted to an MP3 file or other audio or video file format for playback in a digital player or computer.

G. RSS Feeds*

RSS (Really Simple Syndication) is the acronym used to describe the de facto standard for the syndication of Web content. Users of RSS content use software programs called "feed readers" or "feed aggregators." Users can subscribe to feeds by entering links to the feeds into a reader program. The reader then checks the user's subscribed feeds to see if any have new content since the last time it checked. If so, the content is retrieved and sent to the user.

ACKNOWLEDGEMENT OF RECEIPT OF POLICY NO. 370

POLICY NO. 370 SOCIAL MEDIA POLICY

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Print Name

Signature *Date*

Department