



Regular Meeting Agenda March 7, 2023

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 Ward L. Smith
District 5

Mayor Pro Tem Jeremy B. Yamaguchi
Councilmember
District 3

Kevin Kirwin
Councilmember
District 2

Rhonda Shader
Councilmember
District 1

Chad P. Wanke
Councilmember
District 4

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Phone: (714) 993-8117
Fax: (714) 961-0283
Email:
administration@placentia.org
Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
March 7, 2023
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

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 54956.9(d)(4)
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Potential Initiation of Litigation
(1 case)

3. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: Damien Arrula, City Administrator
Alice Burnett, Director of Human Resources
Employee Organizations: Placentia City Employees Association (PCEA)
Placentia Firefighters Association (PFA)
Placentia Police and Fire Management Association (PPFMA)
Placentia Police Officers Association (PPOA)
Unrepresented Employees

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
March 7, 2023
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Firefighter Spencer Brandon

PRESENTATIONS:

- a. **Recognition of 2023 Miss Placentia and Miss Placentia’s Outstanding Teen Titleholders**
Recipients: Miss Placentia 2023 Paige Williams, and Miss Placentia’s Outstanding Teen 2023 Ireland Mercado
Presenters: Mayor Smith and Miss Placentia/Miss Yorba Linda Co-Executive Director Shannon Galipault

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.f.):

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve

1.b. **City Fiscal Year 2022-23 Registers for March 7, 2023**

Check Register

Fiscal Impact: \$2,725,609.01

Electronic Disbursement Register

Fiscal Impact: \$ 566,882.28

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.c. **A Resolution of the City Council of the City of Placentia, California Proclaiming the Termination of the Local Emergency Declared on March 16, 2020**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
- 2) Adopt Resolution No. 2023-12, A Resolution of the City Council of the City of Placentia, California, Proclaiming the Termination of the Local Emergency Declared on March 16, 2020.

1.d. **Approval of Professional Services Agreement with California Yellow Cab for Senior Transportation Services**

Fiscal Impact:

FY 2022-23

Expense:	\$ 40,800	(184071-6401 & 194071-6401)
Revenue:	\$ 32,640	OCTA Measure M Funding (184071-4092)
	\$ 8,160	Air Quality Management District Funds (194071-4092)

FY 2023-24 to FY 2024-25

Expense:	\$326,400	(184071-6401 & 194071-6401)
Revenue:	\$261,120	OCTA Measure M Funding (184071-4092)
	\$ 65,280	Air Quality Management District Funds (194071-4092)

Recommended Action: It is recommended that the City Council:

- 1) Approve a two (2) year Professional Services Agreement with California Yellow Cab for senior transportation services from the date that the agreement is fully executed in a not-to-exceed annual amount of \$163,200 with the option to extend for three (3) additional one-year terms; and
- 2) Authorize the City Administrator to approve the eligible contract term extensions for three (3) additional one-year terms, based on contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$179,520 per year; and
- 3) Adopt Resolution No. R-2023-13, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2022-23 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 4) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.e. **Amendment No. 5 to Professional Services Agreement with Dennis Grubb and Associates, LLC. for Fire Prevention/Fire Marshal Services for Placentia Fire and Life Safety Department**

Fiscal Impact:

Expense:	\$75,000	Department Contract Services (102532-6290)
Revenue:	\$75,000	Fire Plan Check Revenues (102532-4163)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 5 to the Professional Services Agreement with Dennis Grubb and Associates LLC. to increase the compensation from \$250,000 to \$325,000; and

- 2) Approve Resolution No. R-2023-11, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2022-23 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.f. **Reject all Bids Received for Phase II Construction of the Placentia Public Safety Center Project, Project No. 5213, and Authorize Re-Bidding of Project**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Reject all bids received for Phase II construction of the Placentia Public Safety Center and authorize return of the bid bonds; and
- 2) Authorize staff to solicit new bids for Phase II construction of the Placentia Public Safety Center.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Update to Policy No. 344 Governing Travel and Meeting Allowances**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the proposed updates to Policy No. 344 governing Travel and Meeting Allowances for city staff and elected officials and incorporating Policy No. 346 into Policy No. 344; and
- 2) Following any input from the City Council, adopt the updated Policy No. 344.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, March 21, 2023 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

- Approval of Tentative Tract Map 19183: 1952 and 1958 E. Veterans Way
- PSA for Architectural Design Service for City Hall Renovation Project
- PSA for Old Town Placentia Streetscape Improvement Project
- Citywide Lease for Printers/Copiers
- Annual Housing Report
- Acceptance of Resignation of M. Chadha from the Heritage Festival Committee

CERTIFICATION OF POSTING

I, Carole M. Wayman, 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 March 7, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on March 2, 2023.

Carole M. Wayman
Deputy City Clerk

City of Placentia
Check Register
For 03/07/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 2,726,229.01

Check Totals by ID

AP	2,726,229.01
EP	0.00
IP	0.00
OP	0.00

Void Total:	620.00
Check Total:	2,725,609.01

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	753,030.94
117-Measure U Fund (0079)	33,308.00
208-Scssr Agncy Ret Oblg (0054)	1,018.76
209-State Gas Tax - RMRA (0060)	663,498.99
210-Measure M (0018)	663,498.98
225-Asset Seizure (0021)	1,488.56
227-Explorer Grant NOC (0076)	96.35
228-NOC-Public Safety Grant(0061)	2,308.89
231-Placentia Reg Nav Cent(0078)	177,817.99
233-Gen Plan Update Fees (0074)	12.00
234-Technology Impact Fees (0075)	7.00
240-Sewer Construction (0024)	1,512.78
249-TOD District CFD (0080)	56.03
260-Street Lighting Distret (0028)	47,899.52
265-Landscape Maintenance (0029)	5,834.35
275-Sewer Maintenance (0048)	78,101.72
280-Misc Grants Fund (0050)	194,933.20
282-CalRecycle Grant (0083)	56,000.00
401-City Capital Projects (0033)	2,978.36
405-Afford Housing In-Lieu (0034)	8,590.00
501-Refuse Administration (0037)	3,736.12
601-Employee Health & Wlfre (0039)	24,339.41
605-Risk Management (0040)	5,239.54
701-Special Deposits (0044)	301.52

Check Total: 2,725,609.01

1.b.
March 7, 2023

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

City of Placentia
Check Register
For 03/01/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	CAVENAUGH & ASSOCIATES V012231	PD DUI COURSE REGISTRATION	213041-6250 Staff Training	AP021323	620.00	ALVAREZ03062		00126176	02/17/2023
Check Total:					620.00				
Type Total:					620.00				
Void Total:					620.00				

City of Placentia
Check Register
For 03/01/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AFTERMATH SERVICES LLC V009949	1/26 BIO-HAZARD CLEANING SERV	103043-6099 Professional Services	AP021323	925.00	JC2023-6163		00126160	02/17/2023
Check Total:					925.00				
MW OH	ALL AMERICAN ASPHALT V000067	DEC CONSTRUCTION SVS	601201-6740 Infrastructure - Streets	AP021323	663,498.99	1201-3	P12550	00126161	02/17/2023
MW OH	ALL AMERICAN ASPHALT V000067	DEC CONSTRUCTION SVS	181201-6740 Infrastructure - Streets	AP021323	663,498.98	1201-3	P12550	00126161	02/17/2023
MW OH	ALL AMERICAN ASPHALT V000067	DEC CONSTRUCTION SVS	331201-6740 Infrastructure - Streets	AP021323	2,978.36	1201-3	P12550	00126161	02/17/2023
MW OH	ALL AMERICAN ASPHALT V000067	DEC CONSTRUCTION SVS	481201-6740 Infrastructure - Streets	AP021323	35,000.00	1201-3	P12550	00126161	02/17/2023
Check Total:					1,364,976.33				
MW OH	AMAZON CAPITAL SERVICE V012336	ENGINE MICROPHONE COVERS	103066-6134 Vehicle Repair & Maintenance	AP021323	98.00	13QV-6XQD-		00126162	02/17/2023
MW OH	AMAZON CAPITAL SERVICE V012336	OFFICE SUPPLIES	103066-6315 Office Supplies	AP021323	13.41	13QV-6XQD-		00126162	02/17/2023
MW OH	AMAZON CAPITAL SERVICE V012336	OFFICE SUPPLIES	103650-6315 Office Supplies	AP021323	11.28	1G71-R6XX-		00126162	02/17/2023
Check Total:					122.69				
MW OH	ANAHEIM SCREEN & GLASS V010390	TEMPERED GLASS INSTALLATION	103654-6130 Repair & Maint/Facilities	AP021323	819.97	41309		00126163	02/17/2023
Check Total:					819.97				
MW OH	AT & T V008736	2/1-28 PD YARD INTERNET SVS	109595-6215 Telephone/Internet	AP021323	63.49	FEB 2023A		00126164	02/17/2023
MW OH	AT & T V008736	1/27-2/26 POWELL BLDG INTERNET	109595-6215 Telephone/Internet	AP021323	53.50	FEB 2023		00126164	02/17/2023
Check Total:					116.99				
MW OH	AT&T	DEC-JAN PHONE CHARGES	296561-6215	AP021323	73.89	020723		00126165	02/17/2023

City of Placentia
Check Register
For 03/01/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004144		Telephone/Internet						
MW OH	AT&T V004144	DEC-JAN PHONE CHARGES	109595-6215 Telephone/Internet	AP021323	564.04	020723		00126165	02/17/2023
MW OH	AT&T V004144	DEC-JAN PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP021323	12.34	020723		00126165	02/17/2023
Check Total:					650.27				
MW OH	AT&T V007715	1/17-2/16 FD 1 PHONE SERVICE	109595-6215 Telephone/Internet	AP021323	277.92	FD STA 1 FEB		00126166	02/17/2023
MW OH	AT&T V007715	1/17-2/16 FD 2 PHONE SERVICE	109595-6215 Telephone/Internet	AP021323	277.92	FD STA 2 FEB		00126166	02/17/2023
Check Total:					555.84				
MW OH	AT&T V011189	PD CELL PHONE TRACKING SERVICE	03042-6290 Dept. Contract Services	AP021323	350.00	451927		00126167	02/17/2023
Check Total:					350.00				
MW OH	AUDI NORTH OC V012263	JAN VEHICLE REBATE PROGRAM	102534-6363 Resident Vehicle Rebate Prog	AP021323	1,500.00	JANUARY 2023		00126168	02/17/2023
Check Total:					1,500.00				
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE EQUIPMENT	103655-6840 Machinery & Equipment	AP021323	2,422.17	582583		00126169	02/17/2023
Check Total:					2,422.17				
MW OH	BARNES & THORNBURG LLP V012464	JAN LEGAL SERVICES	101005-6005 Legal Services	AP021323	10,000.00	3059505	P12768	00126170	02/17/2023
MW OH	BARNES & THORNBURG LLP V012464	JAN LEGAL SERVICES	101005-6005 Legal Services	AP021323	556.00	3059505	P12768	00126170	02/17/2023
Check Total:					10,556.00				
MW OH	BRENNAN ESTIMATING V011259	FEB FIRE AND SECURITY ALARM	103654-6127 Alarm Monitoring	AP021323	360.00	9583	P12660	00126171	02/17/2023

City of Placentia
Check Register
For 03/01/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	360.00				
MW OH	BUCHALTER V012337	JAN LITIGATION SERVICES	101005-6006 Litigation	AP021323	5,807.00	1189506	P12753	00126172	02/17/2023
				Check Total:	5,807.00				
MW OH	BUTTS, BRAD V002941	JAN FASSTRAK REIMBURSEMENT	103040-6301 Special Department Expenses	AP021323	299.65	JANUARY 23		00126173	02/17/2023
				Check Total:	299.65				
MW OH	CALIFORNIA DENTAL V008102	DEC DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP021323	988.06	DEC 2022		00126174	02/17/2023
MW OH	CALIFORNIA DENTAL V008102	DEC DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP021323	126.33	DEC 2022		00126174	02/17/2023
MW OH	CALIFORNIA DENTAL V008102	FEB DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP021323	126.33	FEB 2023		00126174	02/17/2023
MW OH	CALIFORNIA DENTAL V008102	FEB DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP021323	1,125.09	FEB 2023		00126174	02/17/2023
MW OH	CALIFORNIA DENTAL V008102	JAN DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP021323	991.25	JAN 2023		00126174	02/17/2023
MW OH	CALIFORNIA DENTAL V008102	JAN DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP021323	126.33	JAN 2023		00126174	02/17/2023
MW OH	CALIFORNIA DENTAL V008102	MAR DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP021323	126.33	MARCH 2023		00126174	02/17/2023
MW OH	CALIFORNIA DENTAL V008102	MAR DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP021323	1,058.17	MARCH 2023		00126174	02/17/2023
				Check Total:	4,667.89				
MW OH	CALIFORNIA FORENSIC V000232	JAN PD BLOOD DRAWS	103040-6055 Medical Services	AP021323	1,386.00	2184	P12498	00126175	02/17/2023
				Check Total:	1,386.00				
MW OH	CITY OF BREA	BUSINESS CARDS	101511-6315	AP021323	20.36	ASR0000169		00126177	02/17/2023

**City of Placentia
Check Register
For 03/01/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000125		Office Supplies					
MW OH	CITY OF BREA V000125	FD BUSINESS CARDS	103065-6315 Office Supplies	AP021323	82.88 ASR0000185		00126177	02/17/2023
MW OH	CITY OF BREA V000125	BUSINESS CARDS- NUGARAY	103550-6230 Printing & Binding	AP021323	18.12 ASR0000186		00126177	02/17/2023
MW OH	CITY OF BREA V000125	BUSINESS CARDS - GRIGGS, FIN	102020-6301 Special Department Expenses	AP021323	30.04 ASR0000187		00126177	02/17/2023
Check Total:					151.40			
MW OH	COMLOCK V003166	DOOR REPAIR MATERIALS	103654-6301 Special Department Expenses	AP021323	470.75 842225		00126178	02/17/2023
MW OH	COMLOCK V003166	DOOR REPAIR MATERIALS	103654-6301 Special Department Expenses	AP021323	780.21 842247		00126178	02/17/2023
MW OH	COMLOCK V003166	KEYS, RINGS, LOCKS	103654-6301 Special Department Expenses	AP021323	204.38 842270		00126178	02/17/2023
Check Total:					1,455.34			
MW OH	COMMERCIAL AQUATIC V005203	JAN GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP021323	1,265.00 869829	P12490	00126179	02/17/2023
MW OH	COMMERCIAL AQUATIC V005203	JAN WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP021323	1,265.00 869830	P12490	00126179	02/17/2023
MW OH	COMMERCIAL AQUATIC V005203	JAN FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP021323	402.96 869831	P12490	00126179	02/17/2023
MW OH	COMMERCIAL AQUATIC V005203	JAN FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP021323	287.04 869831	P12490	00126179	02/17/2023
Check Total:					3,220.00			
MW OH	DATA TICKET INC. V006119	JAN CODE CITATION PROCESSING	102533-6290 Dept. Contract Services	AP021323	769.00 147841		00126180	02/17/2023
Check Total:					769.00			
MW OH	DEPARTMENT OF JUSTICE	JAN LIVE SCAN PROCESSING	101512-6099	AP021323	211.00 634461		00126181	02/17/2023

City of Placentia
Check Register
For 03/01/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000213		Professional Services						
MW OH	DEPARTMENT OF JUSTICE V000213	JAN LIVE SCAN PROCESSING	0044-2053 DOJ Livescan	AP021323	64.00	634461		00126181	02/17/2023
MW OH	DEPARTMENT OF JUSTICE V000213	JAN LIVE SCAN PROCESSING	0044-2054 FBI Livescan	AP021323	34.00	634461		00126181	02/17/2023
				Check Total:	309.00				
MW OH	DFS FLOORING INC V000099	JAN CARPET CLEANING SVS	103654-6301 Special Department Expenses	AP021323	709.00	309757-19	P12465	00126182	02/17/2023
				Check Total:	709.00				
MW OH	DOGTEAMPRO LLC V012163	K9 SOFTWARE SUBSCRIPTION	103041-6136 Software Maintenance	AP021323	599.94	INV-0279		00126183	02/17/2023
				Check Total:	599.94				
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP021323	61.18	102-180658	P12506	00126184	02/17/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP021323	32.07	102-180689	P12506	00126184	02/17/2023
				Check Total:	93.25				
MW OH	FAIRWAY FORD V000376	JAN VEHICLE REBATE PROGRAM	102534-6363 Resident Vehicle Rebate Prog	AP021323	2,000.00	JANUARY 2023		00126185	02/17/2023
				Check Total:	2,000.00				
MW OH	FASTSIGNS V007748	RECRUITMENT EVENT SIGNAGE	101515-6301 Special Department Expenses	AP021323	2,809.85	261-16090		00126186	02/17/2023
				Check Total:	2,809.85				
MW OH	FEDEX V000394	SHIPPING	102020-6325 Postage	AP021323	77.51	8-028-25126		00126187	02/17/2023
MW OH	FEDEX V000394	SHIPPING	109595-6325 Postage	AP021323	106.42	8-028-25126		00126187	02/17/2023

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				Check Total:	183.93				
MW OH	FIDELITY SECURITY LIFE V008132	NOV EYEMED VISION INSURANCE	395000-4740 ISF Employee Optical Costs	AP021323	2,589.01	165502310		00126188	02/17/2023
MW OH	FIDELITY SECURITY LIFE V008132	NOV EYEMED VISION INSURANCE	395083-5164 Optical Insurance Premiums	AP021323	1,133.71	165502310		00126188	02/17/2023
MW OH	FIDELITY SECURITY LIFE V008132	DEC EYEMED VISION INSURANCE	395083-5164 Optical Insurance Premiums	AP021323	1,133.71	165543484		00126188	02/17/2023
MW OH	FIDELITY SECURITY LIFE V008132	DEC EYEMED VISION INSURANCE	395000-4740 ISF Employee Optical Costs	AP021323	2,641.23	165543484		00126188	02/17/2023
MW OH	FIDELITY SECURITY LIFE V008132	JAN EYEMED VISION INSURANCE	395000-4740 ISF Employee Optical Costs	AP021323	2,856.26	165587897		00126188	02/17/2023
MW OH	FIDELITY SECURITY LIFE V008132	JAN EYEMED VISION INSURANCE	395083-5164 Optical Insurance Premiums	AP021323	1,141.53	165587897		00126188	02/17/2023
MW OH	FIDELITY SECURITY LIFE V008132	FEB EYEMED VISION INSURANCE	395083-5164 Optical Insurance Premiums	AP021323	1,141.53	165631834		00126188	02/17/2023
MW OH	FIDELITY SECURITY LIFE V008132	FEB EYEMED VISION INSURANCE	395000-4740 ISF Employee Optical Costs	AP021323	2,704.26	165631834		00126188	02/17/2023
				Check Total:	15,341.24				
MW OH	FOREMOST PROMOTIONS V010678	PROMOTIONAL PPD PENS	503040-6301 / 233001-6301 Special Department Expenses	AP021323	1,010.29	711115		00126189	02/17/2023
				Check Total:	1,010.29				
MW OH	FORENSIC NURSE V009316	DV EXAM	103040-6099 Professional Services	AP021323	500.00	5343		00126190	02/17/2023
				Check Total:	500.00				
MW OH	FRANCHISE TAX BOARD V000404	P/E 2/4 PD 2/10	0010-2196 Garnishments W/H	AP021323	228.46	PR2301003		00126191	02/17/2023
				Check Total:	228.46				
MW OH	GALLS LLC	EXPLORER UNIFORMS	103041-6360	AP021323	209.16	023034520		00126192	02/17/2023

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	V000438		Uniforms						
MW OH	GALLS LLC V000438	PD UNIFORMS - IRVINE	103041-6360 Uniforms	AP021323	211.77	023299629		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - IRVINE	103041-6360 Uniforms	AP021323	246.61	023299638		00126192	02/17/2023
MW OH	GALLS LLC V000438	FD UNIFORMS	103065-6360 Uniforms	AP021323	9.96	023377498		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - IRVINE	103041-6360 Uniforms	AP021323	47.52	023391071		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - IRVINE	103041-6360 Uniforms	AP021323	9.23	023391072		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - VILLEGAS	103041-6360 Uniforms	AP021323	65.40	023431212		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - VILLEGAS	103041-6360 Uniforms	AP021323	70.33	023431213		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - RODRIGUEZ	103043-6360 Uniforms	AP021323	129.17	023431218		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - RUBALCAVA	103047-6360 Uniforms	AP021323	161.51	023431224		00126192	02/17/2023
MW OH	GALLS LLC V000438	EXPLORER UNIFORMS	103041-6360 Uniforms	AP021323	104.70	023431225		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - PINA	103041-6360 Uniforms	AP021323	502.95	023431230		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - RODRIGUEZ	103043-6360 Uniforms	AP021323	129.17	023431237		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - PINA	103041-6360 Uniforms	AP021323	233.28	023431243		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - LEMUS	103041-6360 Uniforms	AP021323	88.36	023431244		00126192	02/17/2023

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MW OH	GALLS LLC V000438	EXPLORER UNIFORMS	103041-6360 Uniforms	AP021323	479.31	023431248		00126192	02/17/2023
MW OH	GALLS LLC V000438	EXPLORER UNIFORMS	103041-6360 Uniforms	AP021323	59.35	023431252		00126192	02/17/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - TORRES	103043-6360 Uniforms	AP021323	80.75	023431281		00126192	02/17/2023
MW OH	GALLS LLC V000438	EXPLORER UNIFORMS	103041-6360 Uniforms	AP021323	20.42	023431285		00126192	02/17/2023
Check Total:					2,858.95				
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Expenses	AP021323	1,792.80	330414A		00126193	02/17/2023
Check Total:					1,792.80				
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	296561-6335 Water	AP021323	589.77	020723		00126194	02/17/2023
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	109595-6335 Water	AP021323	3,575.41	020723		00126194	02/17/2023
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	109595-6335 Water	AP021323	9,814.67	021323		00126194	02/17/2023
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	109595-6335 / 21010-6335 Water	AP021323	291.55	021323		00126194	02/17/2023
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	296561-6335 Water	AP021323	4,190.00	021323		00126194	02/17/2023
Check Total:					18,461.40				
MW OH	GRIFFITH, CHELSIE V012175	RECORDS MEETING SUPPLIES REIMB	03040-6325 Postage	AP021323	41.63	012323		00126195	02/17/2023
Check Total:					41.63				
MW OH	HERC RENTALS INC V010786	TAMALE FEST LIGHT TOWERS RENT	104075-6299 Other Purchased Services	AP021323	1,492.37	33373563-001	P12772	00126196	02/17/2023

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MW OH	HERC RENTALS INC V010786	TAMALE FESTIVAL GENERATOR	104075-6299 Other Purchased Services	AP021323	12,376.18	33384831-001	P12772	00126196	02/17/2023
MW OH	HERC RENTALS INC V010786	TAMALE FEST FORKLIFT RENTAL	104075-6299 Other Purchased Services	AP021323	430.39	3372073-001	P12772	00126196	02/17/2023
Check Total:					14,298.94				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING MATERIALS	103654-6130 Repair & Maint/Facilities	AP021323	23.59	8704191		00126197	02/17/2023
Check Total:					23.59				
MW OH	HOUSTON & HARRIS PCS INC	INDIAN SEWER CLEANING SVS	484356-6120 R & M/Sewer & Storm Drain	AP021323	38,498.33	23-25048	P12579	00126198	02/17/2023
Check Total:					38,498.33				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP021323	624.44	0009364785-001	P12634	00126199	02/17/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP021323	237.43	0009373174-001	P12634	00126199	02/17/2023
Check Total:					861.87				
MW OH	JACOB GREEN & ASSOCIATES	8 LEADERSHIP DEVELOPMENT	101512-6250 Staff Training	AP021323	5,000.00	2188	P12659	00126200	02/17/2023
MW OH	JACOB GREEN & ASSOCIATES	AN PROFESSIONAL COACHING SVS	109595-6999 Other Expenditure	AP021323	1,400.00	2189	P12719	00126200	02/17/2023
Check Total:					6,400.00				
MW OH	JDF CONSTRUCTION INC V012471	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP021323	100.00	30-22-192		00126201	02/17/2023
Check Total:					100.00				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0010-2131 Employer PARS/ARS Payable	AP021323	773.22	PR2301003		00126202	02/17/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0010-2131 Employer PARS/ARS Payable	AP021323	872.02	PR2301003		00126202	02/17/2023

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MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0010-2131 Employer PARS/ARS Payable	AP021323	500.75	PR2301003		00126202	02/17/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0029-2131 Employer PARS/ARS Payable	AP021323	17.77	PR2301003		00126202	02/17/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0037-2131 Employer PARS/ARS Payable	AP021323	215.64	PR2301003		00126202	02/17/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0037-2131 Employer PARS/ARS Payable	AP021323	73.54	PR2301003		00126202	02/17/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0048-2131 Employer PARS/ARS Payable	AP021323	102.57	PR2301003		00126202	02/17/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0048-2131 Employer PARS/ARS Payable	AP021323	52.53	PR2301003		00126202	02/17/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0054-2131 Employer PARS/ARS Payable	AP021323	52.53	PR2301003		00126202	02/17/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 2/4 PD 2/10	0054-2131 Employer PARS/ARS Payable	AP021323	4.50	PR2301003		00126202	02/17/2023
Check Total:					2,665.07				
MW OH	KEYSER MARSTON V010468	JAN REAL ESTATE ADVISORY BAKER	42534-6099 Professional Services	AP021323	8,590.00	0037546	P12732	00126203	02/17/2023
Check Total:					8,590.00				
MW OH	KIM, SHIN V012468	REFUND FIRE INSPECTION	100000-4163 Fire Plan Check/Permit	AP021323	346.00	F23-011A		00126204	02/17/2023
Check Total:					346.00				
MW OH	KOA HILLS CONSULTING LLC V011519	030-2/2 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP021323	1,618.75	9661	P12541	00126205	02/17/2023
Check Total:					1,618.75				
MW OH	KOSMONT TRANSACTIONS V011935	JAN PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP021323	3,254.88	2201.6-011	P12532	00126206	02/17/2023

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				Check Total:	3,254.88				
MW OH	LYNCH EMS V011542	FEB 911 EMT SERVICES	101516-6290 Dept. Contract Services	AP021323	86,198.12	23-2909	P12477	00126207	02/17/2023
				Check Total:	86,198.12				
MW OH	MC FADDEN-DALE V000635	FACILITY MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP021323	36.74	504470/5		00126208	02/17/2023
MW OH	MC FADDEN-DALE V000635	FACILITY MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP021323	159.14	504624/5		00126208	02/17/2023
MW OH	MC FADDEN-DALE V000635	FACILITY MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP021323	216.30	505036/5		00126208	02/17/2023
MW OH	MC FADDEN-DALE V000635	FACILITY MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP021323	39.33	505281/5		00126208	02/17/2023
				Check Total:	451.51				
MW OH	MEJIA, FRANCIS V012377	BLDG PERMIT CANCEL REFUND	50%740000-4302 General Plan Update Fee	AP021323	12.00	B23-1002		00126209	02/17/2023
MW OH	MEJIA, FRANCIS V012377	BLDG PERMIT CANCEL REFUND	50%750000-4303 Technology Fee	AP021323	7.00	B23-1002		00126209	02/17/2023
MW OH	MEJIA, FRANCIS V012377	BLDG PERMIT CANCEL REFUND	50%0044-2030 Strong Motion Fees/Res.	AP021323	0.52	B23-1002		00126209	02/17/2023
MW OH	MEJIA, FRANCIS V012377	BLDG PERMIT CANCEL REFUND	50%102532-4160 Building Permits	AP021323	233.50	B23-1002		00126209	02/17/2023
MW OH	MEJIA, FRANCIS V012377	BLDG PERMIT CANCEL REFUND	50%0044-2036 CBSC State Fee	AP021323	0.50	B23-1002		00126209	02/17/2023
MW OH	MEJIA, FRANCIS V012377	BLDG PERMIT CANCEL REFUND	50%0044-2049 Health & Safety Collection	AP021323	2.50	B23-1002		00126209	02/17/2023
				Check Total:	256.02				
MW OH	MMASC V008471	MMASC MEMBERSHIP - E. ROBINSON	03550-6255 Dues & Memberships	AP021323	90.00	6422		00126210	02/17/2023

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				Check Total:	90.00				
MW OH	MORENO, MARCELINO V010861	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP021323	100.00	2003395.002		00126211	02/17/2023
				Check Total:	100.00				
MW OH	MSW CONSULTANTS INC V010789	3 YRS SUBSCR MINERVA SOFTWARE	335593-6365 Computer Software	AP021323	56,000.00	577	P12764	00126212	02/17/2023
				Check Total:	56,000.00				
MW OH	NAPA AUTO PARTS V011456	MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP021323	228.34	088733		00126213	02/17/2023
MW OH	NAPA AUTO PARTS V011456	REPAIR KITS	103658-6134 Vehicle Repair & Maintenance	AP021323	356.38	088967		00126213	02/17/2023
				Check Total:	584.72				
MW OH	NEXTECH SYSTEMS INC V010337	RECTANGULAR RAPID FLASHING	103652-6310 Street Signs	AP021323	7,805.02	INV1677	P12720	00126214	02/17/2023
				Check Total:	7,805.02				
MW OH	NV5 INC V011256	JAN ENGINEERING DESIGN SVS	105207-6850 Building & Facilities	AP021323	4,777.50	312130	P12648	00126215	02/17/2023
MW OH	NV5 INC V011256	JAN ENGINEERING DESIGN SVS	105209-6850 Building & Facilities	AP021323	4,777.50	312130	P12648	00126215	02/17/2023
				Check Total:	9,555.00				
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6137 Repair Maint/Equipment	AP021323	515.56	69624		00126216	02/17/2023
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP021323	322.23	69653		00126216	02/17/2023
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP021323	324.61	69772		00126216	02/17/2023
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP021323	260.96	69791		00126216	02/17/2023

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MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP021323	456.67	69828		00126216	02/17/2023
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP021323	18.60	B69822-2		00126216	02/17/2023
Check Total:					1,898.63				
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/4 PD 2/10	0010-2176 PCEA/OCEA Assoc Dues	AP021323	414.40	PR2301003		00126217	02/17/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/4 PD 2/10	0029-2176 PCEA/OCEA Assoc Dues	AP021323	8.44	PR2301003		00126217	02/17/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/4 PD 2/10	0037-2176 PCEA/OCEA Assoc Dues	AP021323	1.16	PR2301003		00126217	02/17/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/4 PD 2/10	0048-2176 PCEA/OCEA Assoc Dues	AP021323	14.55	PR2301003		00126217	02/17/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 2/4 PD 2/10	0054-2176 PCEA/OCEA Assoc Dues	AP021323	0.35	PR2301003		00126217	02/17/2023
Check Total:					438.90				
MW OH	ORANGE COUNTY SHERIFF'S PD V009715	MENTAL HEALTH CRISIS REG	213041-6250 Staff Training	AP021323	90.00	DREW022723		00126218	02/17/2023
Check Total:					90.00				
MW OH	ORANGE COUNTY V007306	OCT-DEC ANIMAL CARE SVS	103045-6280 Animal Control Services	AP021323	96,225.02	AC2390048	P12508	00126219	02/17/2023
Check Total:					96,225.02				
MW OH	PATH V011455	JAN NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP021323	177,336.00	800-0123	P12570	00126220	02/17/2023
Check Total:					177,336.00				
MW OH	PBK-WLC ARCHITECTS V012022	JAN PSC ARCHITECTURAL DESIGN	105213-6850 Building & Facilities	AP021323	8,367.50	000000000015	P12649	00126221	02/17/2023
Check Total:					8,367.50				

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MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 2/4 PD 2/10	0010-2176 PCEA/OCEA Assoc Dues	AP021323	35.89	PR2301003		00126222	02/17/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 2/4 PD 2/10	0029-2176 PCEA/OCEA Assoc Dues	AP021323	0.73	PR2301003		00126222	02/17/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 2/4 PD 2/10	0037-2176 PCEA/OCEA Assoc Dues	AP021323	0.10	PR2301003		00126222	02/17/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 2/4 PD 2/10	0048-2176 PCEA/OCEA Assoc Dues	AP021323	1.25	PR2301003		00126222	02/17/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 2/4 PD 2/10	0054-2176 PCEA/OCEA Assoc Dues	AP021323	0.03	PR2301003		00126222	02/17/2023
Check Total:					38.00				
MW OH	PLACENTIA LIBRARY V012214	2023 AUTHOR'S LUNCHEON SPONSOR	103040-6301 / 233001-6301 Special Department Expenses	AP021323	520.00	AL2302		00126223	02/17/2023
Check Total:					520.00				
MW OH	PRIORITY DISPATCH CORP V011406	DISPATCH SYSTEM LICENSE	101515-6137 Repair Maint/Equipment	AP021323	4,800.71	SIN251532		00126224	02/17/2023
Check Total:					4,800.71				
MW OH	PRUDENTIAL OVERALL V000836	2/1 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP021323	159.00	62780635	P12480	00126225	02/17/2023
Check Total:					159.00				
MW OH	PSYCHOLOGICAL V009259	JAN PD PRE-EMPL PSYCH EVAL	101512-6099 Professional Services	AP021323	440.00	526089		00126226	02/17/2023
MW OH	PSYCHOLOGICAL V009259	JAN FD PRE-EMPL PSYCH EVAL	101512-6099 Professional Services	AP021323	1,980.00	526090		00126226	02/17/2023
Check Total:					2,420.00				
MW OH	QUENCH USA V012472	FEB PD WATER, ICE MACHINE RENT	103041-6301 Special Department Expenses	AP021323	170.80	INV05292529		00126227	02/17/2023
Check Total:					170.80				

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MW OH	SAGECREST PLANNING AND JAN PLANNING SERVICES V010576		102531-6099 Professional Services	AP021323	10,220.00	3977	P12603	00126228	02/17/2023
				Check Total:	10,220.00				
MW OH	SANTIAGO ROOFING V001614	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP021323	100.00	30-22-179		00126229	02/17/2023
				Check Total:	100.00				
MW OH	SO CAL GAS V000909	JAN-FEB GAS CHARGES	109595-6340 Natural Gas	AP021323	816.12	021323		00126230	02/17/2023
				Check Total:	816.12				
MW OH	SO CAL LAND MAINTENANCE V011102	FEB PARK LANDSCAPE MAINT	104071-6130 Repair & Maint/Facilities	AP021323	26,220.57	10506	P12528	00126231	02/17/2023
				Check Total:	26,220.57				
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	109595-6330 Electricity	AP021323	13,987.56	020723		00126232	02/17/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP021323	177.02	020723		00126232	02/17/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP021323	87.61	020723		00126232	02/17/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	286560-6330 Electricity	AP021323	47,899.52	020723		00126232	02/17/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRICAL CHARGES	296561-6330 Electricity	AP021323	32.57	020723		00126232	02/17/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRIC CHARGES	296561-6330 Electricity	AP021323	31.10	021323		00126232	02/17/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRIC CHARGES	109595-6330 Electricity	AP021323	4,701.59	021323		00126232	02/17/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRIC CHARGES	800000-6330 Electricity	AP021323	56.03	021323		00126232	02/17/2023

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					Check Total:	66,973.00			
MW OH	SOUTHERN CALIFORNIA V012325	FD E2 REPAIRS	103066-6137 Repair Maint/Equipment	AP021323	1,164.05	OC22250		00126233	02/17/2023
					Check Total:	1,164.05			
MW OH	SOUTHWEST LIFT & V010959	ROTARY LIFT REPAIR	103658-6134 Vehicle Repair & Maintenance	AP021323	724.00	11289		00126234	02/17/2023
MW OH	SOUTHWEST LIFT & V010959	EMERGENCY MAINTENANCE	103658-6134 Vehicle Repair & Maintenance	AP021323	2,879.25	11375	P12682	00126234	02/17/2023
MW OH	SOUTHWEST LIFT & V010959	SHIPPING CHARGES	103658-6134 Vehicle Repair & Maintenance	AP021323	17.19	11375	P12682	00126234	02/17/2023
					Check Total:	3,620.44			
MW OH	STERICYCLE V000905	JAN SHREDDING SERVICE	374386-6299 Other Purchased Services	AP021323	423.43	8003299016		00126235	02/17/2023
					Check Total:	423.43			
MW OH	THE HARTFORD V012278	DEC LIFE, STD, LTD INSURANCE	109595-5163 Life Insurance Premiums	AP021323	4,126.90	120550001736		00126236	02/17/2023
MW OH	THE HARTFORD V012278	DEC LIFE, STD, LTD INSURANCE	109595-5169 STD Ins Premium	AP021323	5,858.40	120550001736		00126236	02/17/2023
MW OH	THE HARTFORD V012278	DEC LIFE, STD, LTD INSURANCE	109595-5169 STD Ins Premium	AP021323	3,587.13	120550001736		00126236	02/17/2023
MW OH	THE HARTFORD V012278	JAN LIFE , STD, LTD INSURANCE	109595-5169 STD Ins Premium	AP021323	6,078.93	120553229024		00126236	02/17/2023
MW OH	THE HARTFORD V012278	JAN LIFE , STD, LTD INSURANCE	109595-5169 STD Ins Premium	AP021323	3,722.15	120553229024		00126236	02/17/2023
MW OH	THE HARTFORD V012278	JAN LIFE , STD, LTD INSURANCE	109595-5163 Life Insurance Premiums	AP021323	4,546.94	120553229024		00126236	02/17/2023
MW OH	THE HARTFORD V012278	FEB LIFE , STD, LTD INSURANCE	109595-5163 Life Insurance Premiums	AP021323	4,170.17	120558847892		00126236	02/17/2023

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MW OH	THE HARTFORD V012278	FEB LIFE, STD, LTD INSURANCE	109595-5169 STD Ins Premium	AP021323	6,146.55	120558847892		00126236	02/17/2023
MW OH	THE HARTFORD V012278	FEB LIFE, STD, LTD INSURANCE	109595-5169 STD Ins Premium	AP021323	3,763.55	120558847892		00126236	02/17/2023
					Check Total:	42,000.72			
MW OH	THOMSON REUTERS - WESTJAN PD SOFTWARE SERVICES V009649		103042-6290 Dept. Contract Services	AP021323	378.22	847775583		00126237	02/17/2023
					Check Total:	378.22			
MW OH	UNIQUE PRINTING V010259	PD UNIFORM EMBROIDERY	103041-6360 Uniforms	AP021323	81.56	44769		00126238	02/17/2023
					Check Total:	81.56			
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 2/4 PD 2/10	0010-2126 Employee PARS/ARS W/H	AP021323	1,573.93	PR2301003		00126239	02/17/2023
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 2/4 PD 2/10	0010-2131 Employer PARS/ARS Payable	AP021323	1,573.93	PR2301003		00126239	02/17/2023
					Check Total:	3,147.86			
MW OH	ADMINSURE V004980	JAN WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP022423	4,536.00	15814		00126240	02/23/2023
					Check Total:	4,536.00			
MW OH	ALL CITY MANAGEMENT V000005	1/22-2/4 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP022423	4,298.41	83125	P12461	00126241	02/23/2023
					Check Total:	4,298.41			
MW OH	AMERICAN OFFICE V009212	CUBICLE PARTITION WALL	103654-6130 Repair & Maint/Facilities	AP022423	573.56	3181		00126242	02/23/2023
					Check Total:	573.56			
MW OH	ASSOCIATION OF V010659	2023 AGENCY MEMBERSHIP	101001-6255 Dues & Memberships	AP022423	11,317.50	3257		00126243	02/23/2023

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				Check Total:	11,317.50				
MW OH	BAEZ, JO V012233	INTERVIEW PANEL MEALS	101512-6301 Special Department Expenses	AP022423	33.07	020923		00126244	02/23/2023
				Check Total:	33.07				
MW OH	BOB HALL AND ASSOCIATES V011422	RECRUITMENT SERVICES	101512-6099 Professional Services	AP022423	12,000.00	1148	P12785	00126245	02/23/2023
				Check Total:	12,000.00				
MW OH	CALIBRE PRESS V010854	PD TRAINING REG	213041-6250 Staff Training	AP022423	1,182.94	71117		00126246	02/23/2023
				Check Total:	1,182.94				
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP022423	711.63	22-612		00126247	02/23/2023
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP022423	311.62	22-630		00126247	02/23/2023
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP022423	322.50	22-654		00126247	02/23/2023
MW OH	CALIFORNIA STATE V006510	SEPT CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP022423	37.50	22-675		00126247	02/23/2023
				Check Total:	1,383.25				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP022423	315.73	73549924	P12556	00126248	02/23/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP022423	317.76	73552527	P12556	00126248	02/23/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP022423	319.80	73552528	P12556	00126248	02/23/2023
				Check Total:	953.29				
MW OH	CFCIA V012473	CFCIA MEMBERSHIP - FLOOD	103042-6255 Dues & Memberships	AP022423	25.00	2023 FLOOD		00126249	02/23/2023

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MW OH	CFCIA V012473	2023 CFCIA MEMBERSHIP - REVARD	103042-6255 Dues & Memberships	AP022423	25.00	2023 REVARD		00126249	02/23/2023
					Check Total:	50.00			
MW OH	CHARTER COMMUNICATIONS V012479	SABLE UTILITY RELOCATION	105213-6850 / 229999-6850 Building & Facilities	AP022423	1,780.82	CHTR48234		00126250	02/23/2023
					Check Total:	1,780.82			
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Expenses	AP022423	51.20	842286		00126251	02/23/2023
					Check Total:	51.20			
MW OH	COUNTY OF ORANGE V008881	JAN AFIS SERVICES	103040-6290 Dept. Contract Services	AP022423	1,956.00	SH 64611	P12530	00126252	02/23/2023
					Check Total:	1,956.00			
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP022423	63.12	EILEY022323		00126253	02/23/2023
					Check Total:	63.12			
MW OH	ENTERPRISE FLEET V003312	FEB PD VEHICLE LEASE PMT	103041-6165 Vehicle Rental	AP022423	3,477.19	FBN4667299	P12531	00126254	02/23/2023
MW OH	ENTERPRISE FLEET V003312	FEB PD VEHICLE LEASE PMT	103042-6165 Vehicle Rental	AP022423	6,457.63	FBN4667299	P12531	00126254	02/23/2023
					Check Total:	9,934.82			
MW OH	FLOOD, KARI V011921	PD TRAINING PARKING, FUEL	213041-6250 Staff Training	AP022423	72.50	FLOOD012023		00126255	02/23/2023
					Check Total:	72.50			
MW OH	GOMEZ, ROSIE V008922	PD TRAINING MEALS	213041-6250 Staff Training	AP022423	80.00	GOMEZ022423		00126256	02/23/2023
					Check Total:	80.00			
MW OH	GREAT WESTERN	LA PLACITA PLAYGROUND EQUIP.	507911-6760	AP022423	182,001.86	220596	P12779	00126257	02/23/2023

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	V010635		Infrastructure - Parks						
				Check Total:	182,001.86				
MW OH	HALO CONFIDENTIAL V011712	JAN PD BACKGROUND CHECKS	103040-6290 Dept. Contract Services	AP022423	7,375.00	0206	P12503	00126258	02/23/2023
				Check Total:	7,375.00				
MW OH	HEALTHPOINTE MEDICAL V010713	JAN EMPLOYEE PHYSICALS	101512-6099 Professional Services	AP022423	2,387.00	30601-3974950		00126259	02/23/2023
				Check Total:	2,387.00				
MW OH	HR GREEN PACIFIC INC V010735	DEC CONST MGMT & INSPECTION	791201-6740 Infrastructure - Streets	AP022423	30,508.00	159388	P12548	00126260	02/23/2023
				Check Total:	30,508.00				
MW OH	JARAMILLO, YVETTE V012107	FACILITY DEPOSIT REFUND	104071-4385 Facility Rental	AP022423	150.00	2003402.002		00126261	02/23/2023
				Check Total:	150.00				
MW OH	KOA HILLS CONSULTING LLC V011519	2023-12 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP022423	1,181.25	9666	P12541	00126262	02/23/2023
				Check Total:	1,181.25				
MW OH	LAWSON, DEON JAMELL V012395	FACILITY DEPOSIT REFUND	104071-4385 Facility Rental	AP022423	150.00	2003401-002		00126263	02/23/2023
				Check Total:	150.00				
MW OH	LEAGUE OF CALIFORNIA V000565	2023 AGENCY MEMBERSHIP	101001-6255 Dues & Memberships	AP022423	19,549.00	643486		00126264	02/23/2023
				Check Total:	19,549.00				
MW OH	MAACO COLLISION REPAIR V012042	COLLISION REPAIR	103658-6134 Vehicle Repair & Maintenance	AP022423	1,758.93	7366	P12754	00126265	02/23/2023
				Check Total:	1,758.93				
MW OH	MC FADDEN-DALE	FACILITY REPAIR SUPPLIES	103654-6301	AP022423	66.82	505366/5		00126266	02/23/2023

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	V000635		Special Department Expenses						
				Check Total:	66.82				
MW OH	MIDAMERICA V008972	Q3 401A FEES	395083-6025 Third Party Administration	AP022423	110.00	MAR0000022007		00126267	02/23/2023
				Check Total:	110.00				
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP022423	260.96	69853		00126268	02/23/2023
				Check Total:	260.96				
MW OH	PARS V006999	DEC PARS ARS FEES	395083-6025 Third Party Administration	AP022423	775.24	52429		00126269	02/23/2023
MW OH	PARS V006999	DEC PARS REP FEES	395083-6025 Third Party Administration	AP022423	400.00	52552		00126269	02/23/2023
				Check Total:	1,175.24				
MW OH	PLACEWORKS V012423	CHAPMAN CORRIDOR REGULATOR	509104-6017 Special Studies	AP022423	11,401.05	80980	P12708	00126270	02/23/2023
				Check Total:	11,401.05				
MW OH	PRINCIPAL FINANCIAL V000844	MARCH LIFE INSURANCE PMT	395083-5163 Life Insurance Premiums	AP022423	390.40	124121338000-		00126271	02/23/2023
MW OH	PRINCIPAL FINANCIAL V000844	MARCH LIFE INSURANCE PMT	109595-5110 Life Ins Allocation	AP022423	1,156.54	124121338000-		00126271	02/23/2023
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PMT	109595-5110 Life Ins Allocation	AP022423	1,156.54	FEB 23		00126271	02/23/2023
MW OH	PRINCIPAL FINANCIAL V000844	FEB LIFE INSURANCE PMT	395083-5163 Life Insurance Premiums	AP022423	496.44	FEB 23		00126271	02/23/2023
				Check Total:	3,199.92				
MW OH	PRINCIPAL LIFE V008141	FEB DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP022423	2,158.20	02012023		00126272	02/23/2023

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				Check Total:	2,158.20				
MW OH	PRUDENTIAL OVERALL V000836	2/8 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP022423	163.29	62782682	P12480	00126273	02/23/2023
				Check Total:	163.29				
MW OH	PULSE POINT FOUNDATION V012469	PULSE POINT IMPLEMENTATION SVS	03066-6290 Dept. Contract Services	AP022423	10,000.00	12297	P12781	00126274	02/23/2023
				Check Total:	10,000.00				
MW OH	QUESADA, CATHY ANN V012476	FACILITY DEPOSIT REFUND	104071-4385 Facility Rental	AP022423	150.00	2003398.002		00126275	02/23/2023
				Check Total:	150.00				
MW OH	RUIZ, CATHERINE V012477	FACILITY DEPOSIT REFUND	104071-4385 Facility Rental	AP022423	150.00	2003403.002		00126276	02/23/2023
				Check Total:	150.00				
MW OH	SAZDANOFF, KRISTA V012122	PYB REFUND	104071-4340 / 79348-4340 Recreation Programs	AP022423	119.00	2003404.002		00126277	02/23/2023
				Check Total:	119.00				
MW OH	SPARKLETTS V000967	FEB SR CTR WATER SVS	109595-6301 Special Department Expenses	AP022423	141.46	14974536-020123		00126278	02/23/2023
				Check Total:	141.46				
MW OH	TALX UC eXpress V002944	12/1-2/28 UNEMPLOYMENT MGMT	404581-6025 Third Party Administration	AP022423	703.54	2053820665		00126279	02/23/2023
				Check Total:	703.54				
MW OH	TOTUM CORP V010229	DEC PSC - CONST INSPECTION SVS	105213-6850 / 229999-6850 Building & Facilities	AP022423	13,680.00	206003	P12762	00126280	02/23/2023
				Check Total:	13,680.00				
MW OH	TRAFFIC MANAGEMENT V008463	WORM GEAR STRAPS	103652-6301 Special Department Expenses	AP022423	764.40	939234A		00126281	02/23/2023

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				Check Total:	764.40				
MW OH	TRILLIUM CNG (1720) V007952	JAN CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP022423	132.59	23198855		00126282	02/23/2023
				Check Total:	132.59				
				Type Total:	2,473,063.62				
				Check Total:	2,473,063.62				

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MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/04/2023 PD 02/10/20	0054-2188 Health Care SSA	PY23003	8.35	2178131A		00017036	02/28/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/04/2023 PD 02/10/20	0010-2188 Health Care SSA	PY23003	1,137.18	2178131A		00017036	02/28/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/04/2023 PD 02/10/20	0037-2188 Health Care SSA	PY23003	10.57	2178131A		00017036	02/28/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/04/2023 PD 02/10/20	0048-2188 Health Care SSA	PY23003	36.35	2178131A		00017036	02/28/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/04/2023 PD 02/10/20	0050-2188 Health Care SSA	PY23003	0.00	2178131A		00017036	02/28/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/04/2023 PD 02/10/20	0054-2190 Dependent Care SSA	PY23003	15.63	2178131A		00017036	02/28/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/04/2023 PD 02/10/20	0048-2190 Dependent Care SSA	PY23003	4.17	2178131A		00017036	02/28/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 02/04/2023 PD 02/10/20	0010-2190 Dependent Care SSA	PY23003	421.86	2178131A		00017036	02/28/2023
Check Total:					1,634.11				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0021-2195 PERS Uniform	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0010-2195 PERS Uniform	PY23003	24.88	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0061-2195 PERS Uniform	PY23003	1.04	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0073-2195 PERS Uniform	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0048-2195 PERS Uniform	PY23003	0.84	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0050-2195 PERS Uniform	PY23003	0.00	PR2301003		00017037	02/28/2023

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0029-2195 PERS Uniform	PY23003	0.06	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0010-2140 Employee PERS W/H	PY23003	108,233.87	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0078-2140 Employee PERS W/H	PY23003	214.29	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0078-2140 Employee PERS W/H	PY23003	0.47	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0076-2140 Employee PERS W/H	PY23003	23.79	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0050-2140 Employee PERS W/H	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0037-2140 Employee PERS W/H	PY23003	1,274.57	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0037-2140 Employee PERS W/H	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0024-2140 Employee PERS W/H	PY23003	792.67	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0029-2140 Employee PERS W/H	PY23003	455.93	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0029-2140 Employee PERS W/H	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0076-2140 Employee PERS W/H	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0058-2140 Employee PERS W/H	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0061-2140 Employee PERS W/H	PY23003	1,490.65	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC	PERS PE 02/04 PD 02/10	0050-2140	PY23003	0.00	PR2301003		00017037	02/28/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010053		Employee PERS W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0054-2140 Employee PERS W/H	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0054-2140 Employee PERS W/H	PY23003	420.87	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0048-2140 Employee PERS W/H	PY23003	2,005.45	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0048-2140 Employee PERS W/H	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0048-2145 Employee PERS Payback W/H	PY23003	4.40	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0054-2145 Employee PERS Payback W/H	PY23003	12.94	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0029-2145 Employee PERS Payback W/H	PY23003	2.59	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0010-2145 Employee PERS Payback W/H	PY23003	220.71	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0037-2145 Employee PERS Payback W/H	PY23003	18.11	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0010-2150 Survivor Benefit Package	PY23003	144.65	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0076-2150 Survivor Benefit Package	PY23003	0.04	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0062-2150 Survivor Benefit Package	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0061-2150 Survivor Benefit Package	PY23003	0.93	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0021-2150 Survivor Benefit Package	PY23003	0.00	PR2301003		00017037	02/28/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0024-2150 Survivor Benefit Package	PY23003	0.93	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0048-2150 Survivor Benefit Package	PY23003	3.25	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0029-2150 Survivor Benefit Package	PY23003	1.17	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0037-2150 Survivor Benefit Package	PY23003	2.09	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0054-2150 Survivor Benefit Package	PY23003	0.48	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0050-2150 Survivor Benefit Package	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0058-2150 Survivor Benefit Package	PY23003	0.00	PR2301003		00017037	02/28/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 02/04 PD 02/10	0073-2150 Survivor Benefit Package	PY23003	0.00	PR2301003		00017037	02/28/2023
Check Total:					115,351.67				
MW OH	CALIFORNIA STATE V004813	P/E 02/04/2023 PD 02/10/2023	0010-2196 Garnishments W/H	PY23003	2,196.90	2301003		00017038	02/28/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/04/2023 PD 02/10/2023	0029-2196 Garnishments W/H	PY23003	9.23	2301003		00017038	02/28/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/04/2023 PD 02/10/2023	0029-2196 Garnishments W/H	PY23003	0.00	2301003		00017038	02/28/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/04/2023 PD 02/10/2023	0037-2196 Garnishments W/H	PY23003	69.23	2301003		00017038	02/28/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/04/2023 PD 02/10/2023	0037-2196 Garnishments W/H	PY23003	0.00	2301003		00017038	02/28/2023
MW OH	CALIFORNIA STATE V004813	P/E 02/04/2023 PD 02/10/2023	0048-2196 Garnishments W/H	PY23003	46.15	2301003		00017038	02/28/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	P/E 02/04/2023 PD 02/10/2023	0048-2196 Garnishments W/H	PY23003	0.00	2301003		00017038	02/28/2023
Check Total:					2,321.51				
MW OH	EMPLOYMENT V010052	P/E 02/04/2023 PD 02/10/2024	0010-2135 Calif Income Tax W/H	PY23003	31,354.27	2301003		00017039	02/28/2023
MW OH	EMPLOYMENT V010052	P/E 02/04/2023 PD 02/10/2024	0024-2135 Calif Income Tax W/H	PY23003	191.42	2301003		00017039	02/28/2023
MW OH	EMPLOYMENT V010052	P/E 02/04/2023 PD 02/10/2024	0029-2135 Calif Income Tax W/H	PY23003	105.61	2301003		00017039	02/28/2023
MW OH	EMPLOYMENT V010052	P/E 02/04/2023 PD 02/10/2024	0037-2135 Calif Income Tax W/H	PY23003	419.89	2301003		00017039	02/28/2023
MW OH	EMPLOYMENT V010052	P/E 02/04/2023 PD 02/10/2024	0048-2135 Calif Income Tax W/H	PY23003	571.64	2301003		00017039	02/28/2023
MW OH	EMPLOYMENT V010052	P/E 02/04/2023 PD 02/10/2024	0054-2135 Calif Income Tax W/H	PY23003	122.04	2301003		00017039	02/28/2023
MW OH	EMPLOYMENT V010052	P/E 02/04/2023 PD 02/10/2024	0061-2135 Calif Income Tax W/H	PY23003	287.55	2301003		00017039	02/28/2023
MW OH	EMPLOYMENT V010052	P/E 02/04/2023 PD 02/10/2024	0076-2135 Calif Income Tax W/H	PY23003	20.16	2301003		00017039	02/28/2023
MW OH	EMPLOYMENT V010052	P/E 02/04/2023 PD 02/10/2024	0078-2135 Calif Income Tax W/H	PY23003	71.78	2301003		00017039	02/28/2023
Check Total:					33,144.36				
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0010-2110 Federal Income Tax W/H	PY23003	73,836.45	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0024-2110 Federal Income Tax W/H	PY23003	384.06	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0076-2110 Federal Income Tax W/H	PY23003	44.14	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE	FED/MED/SS PE 02/04 PD 02/10	0078-2110	PY23003	151.23	2301003		00017040	02/28/2023

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For 03/01/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0054-2110 Federal Income Tax W/H	PY23003	299.34	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0061-2110 Federal Income Tax W/H	PY23003	390.24	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0048-2110 Federal Income Tax W/H	PY23003	1,351.88	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0029-2110 Federal Income Tax W/H	PY23003	220.13	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0037-2110 Federal Income Tax W/H	PY23003	974.41	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0054-2115 Employee Medicare W/H	PY23003	40.85	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0024-2115 Employee Medicare W/H	PY23003	71.85	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0048-2115 Employee Medicare W/H	PY23003	204.18	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0029-2115 Employee Medicare W/H	PY23003	47.68	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0037-2115 Employee Medicare W/H	PY23003	126.69	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0061-2115 Employee Medicare W/H	PY23003	69.24	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0078-2115 Employee Medicare W/H	PY23003	22.11	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0076-2115 Employee Medicare W/H	PY23003	4.11	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0010-2115 Employee Medicare W/H	PY23003	10,495.62	2301003		00017040	02/28/2023

**City of Placentia
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For 03/01/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0010-2120 Employer Medicare Payable	PY23003	10,495.62	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0076-2120 Employer Medicare Payable	PY23003	4.11	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0078-2120 Employer Medicare Payable	PY23003	22.11	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0054-2120 Employer Medicare Payable	PY23003	40.85	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0061-2120 Employer Medicare Payable	PY23003	69.24	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0037-2120 Employer Medicare Payable	PY23003	126.69	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0029-2120 Employer Medicare Payable	PY23003	47.68	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0048-2120 Employer Medicare Payable	PY23003	204.18	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0024-2120 Employer Medicare Payable	PY23003	71.85	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0010-2125 Employee Social Sec W/H	PY23003	18.60	2301003		00017040	02/28/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 02/04 PD 02/10	0010-2130 Employer Soc Sec Payable	PY23003	18.60	2301003		00017040	02/28/2023
				Check Total:	99,853.74				
MW OH	WASHINGTON STATE V011597	P/E 02/04/2023 PD 02/10/2023	0010-2196 Garnishments W/H	PY23003	240.00	2301003		00017041	02/28/2023
				Check Total:	240.00				
				Type Total:	252,545.39				
				Check Total:	252,545.39				

City of Placentia
ACH Check Register
For 03/07/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 44,632.13

Check Totals by ID

AP	44,632.13
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 44,632.13

Fund Name

Check Totals by Fund

101-General Fund (0010)	43,155.46
208-Scssr Agency Ret Oblg (0054)	195.80
227-Explorer Grant NOC (0076)	11.53
228-NOC-Public Safety Grant(0061)	88.00
231-Placentia Reg Nav Cent(0078)	50.00
265-Landscape Maintenance (0029)	75.81
275-Sewer Maintenance (0048)	695.17
501-Refuse Administration (0037)	360.36

Check Total: 44,632.13

ACH Payroll Direct Deposit for 02/17/2023: 522,250.15

Electronic Disbursement Total: 566,882.28

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

City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MISSION SQUARE 100091 V012393	ICMA P/E 02/04/2023 PD 02/10/2	0010-2170 Deferred Comp Payable - ICMA	ACH23003	7,147.17	PR2301003		00017031	02/28/2023
Check Total:					7,147.17				
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/04/2023 PD 02/10/2	0010-2170 Deferred Comp Payable - ICMA	ACH23003	31,396.23	301387-PY003		00017032	02/28/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/04/2023 PD 02/10/2	0029-2170 Deferred Comp Payable - ICMA	ACH23003	75.81	301387-PY003		00017032	02/28/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/04/2023 PD 02/10/2	0037-2170 Deferred Comp Payable - ICMA	ACH23003	360.36	301387-PY003		00017032	02/28/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/04/2023 PD 02/10/2	0048-2170 Deferred Comp Payable - ICMA	ACH23003	695.17	301387-PY003		00017032	02/28/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/04/2023 PD 02/10/2	0054-2170 Deferred Comp Payable - ICMA	ACH23003	195.80	301387-PY003		00017032	02/28/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/04/2023 PD 02/10/2	0076-2170 Deferred Comp Payable - ICMA	ACH23003	8.40	301387-PY003		00017032	02/28/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 02/04/2023 PD 02/10/2	0078-2170 Deferred Comp Payable - ICMA	ACH23003	50.00	301387-PY003		00017032	02/28/2023
Check Total:					32,781.77				
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA P/E 02/04/2023 PD 02/10/2	0010-2178 Placentia Police Assoc Dues	ACH23003	800.00	2301003		00017033	02/28/2023
Check Total:					800.00				
MW OH	PLACENTIA POLICE V000839	PPMA P/E 02/04/2023 PD 02/10/2	0010-2180 Police Mgmt Assn Dues	ACH23003	665.76	2301003		00017034	02/28/2023
Check Total:					665.76				
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/04/2023 PD 02/10/2	0076-2178 Placentia Police Assoc Dues	ACH23003	3.13	2301003		00017035	02/28/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/04/2023 PD 02/10/2	0062-2178 Placentia Police Assoc Dues	ACH23003	0.00	2301003		00017035	02/28/2023

**City of Placentia
Check Register
For 03/01/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/04/2023 PD 02/10/2	0061-2178 Placentia Police Assoc Dues	ACH23003	88.00	2301003		00017035	02/28/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/04/2023 PD 02/10/2	0061-2178 Placentia Police Assoc Dues	ACH23003	0.00	2301003		00017035	02/28/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/04/2023 PD 02/10/2	0050-2178 Placentia Police Assoc Dues	ACH23003	0.00	2301003		00017035	02/28/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/04/2023 PD 02/10/2	0021-2178 Placentia Police Assoc Dues	ACH23003	0.00	2301003		00017035	02/28/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 02/04/2023 PD 02/10/2	0010-2178 Placentia Police Assoc Dues	ACH23003	3,146.30	2301003		00017035	02/28/2023
Check Total:					3,237.43				
Type Total:					44,632.13				
Check Total:					44,632.13				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: EMERGENCY AND HEALTH SERVICES MANAGER

DATE: MARCH 7, 2023

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA PROCLAIMING THE TERMINATION OF THE LOCAL EMERGENCY DECLARED ON MARCH 16, 2020**

FISCAL
IMPACT: NONE

SUMMARY:

On March 16, 2020, The Placentia City Council passed Proclamation P-2020-1 declaring a local emergency. Section D of the Proclamation states "The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency and shall terminate the local emergency at the earliest possible date that conditions warrant." The Placentia City Council passed Resolution R-2020-11 to ratify the proclamation. The City Council reaffirmed the local emergency multiple times since that date. Due to the end of the State's declared emergency on February 28, 2023, the time has come to terminate the local emergency as well.

RECOMMENDATION:

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

1. Determine this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and
2. Adopt Resolution No. 2023-12, A Resolution of the City Council of the City of Placentia, California, Proclaiming the Termination of the Local Emergency Declared on March 16, 2020.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

1.c.
March 7, 2023

DISCUSSION:

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency as part of the State of California's (State's) response to the then developing COVID-19 crisis. The action was intended to help preserve available medical resources and prevent the catastrophic failure of the hospital system due to an anticipated surge in COVID-19 cases.

On March 16, 2020, in response to these actions and pursuant to Government Code section 8550 et seq., including Section 8558(c), the City Manager, acting in his lawful capacity as Director of Disaster Services, proclaimed the existence of Local Emergency in response to guidance from the state about controlling the spread of the coronavirus. The action also enabled the City to access federal and state resources and recoup some of the City funds spent responding to the pandemic.

The Placentia City Council ratified the Proclamation of Local Emergency by adopting Resolution No. R-2020-11 on March 17, 2020. The Council's action also authorized the City's Director of Emergency Services to take certain actions to protect the health and safety of the community and stated that the local emergency would remain in effect until it is terminated by proclamation of the City Council.

Proposed Termination of Local Emergency

In early April of 2022, Governor Newsom announced the state's intention to move beyond its Blueprint for a Safer Economy and fully reopen the California economy on June 15, 2022 provided that: there is sufficient vaccine supply for all Californians aged 16 years and older, who desire to be immunized, and the State's hospitalization rate remains stable and low. As of June 15, 2021, those conditions have been met and all sectors, have been permitted to return to normal business operations, with no capacity limits or social distancing required.

Staff has prepared Resolution No. 2023-12, which, if adopted, would terminate the local emergency declared on March 16, 2020, effective March 07, 2023. This action would also repeal all related emergency ordinances and orders, including those related to outdoor dining and the emergency duties and powers afforded the City Administrator, in his capacity as director of emergency services, set forth in Resolution No. 2020-11, emergency ordinances, and Placentia Municipal Code Section 11.12.020(a)(1).

Except as provided above, the community would notice no other changes if the local emergency were terminated because the City's facilities, parks, and playgrounds have been fully reopened, and all capacity limits at other City facilities, such as the libraries, were lifted on June 15, 2021.

FISCAL IMPACT:

There is no immediate fiscal impact related to the adoption of Resolution No. 2023-12. However, it remains unclear if the termination of the local emergency will in any way limit the City's access to additional funds from federal or state resources or reimbursements related to the pandemic.

ENVIRONMENTAL REVIEW:

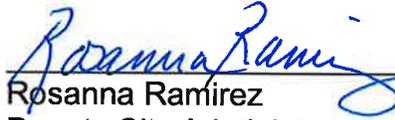
Steff recommends the City Council find this action is not subject to the California Environmental Quality act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Prepared by:



Patrick Powers
Emergency and Health Services Manager

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Proclamation No. P-2020-01
2. Resolution No. R-2020-11
3. Resolution No. R-2023-12

PROCLAMATION NO. P-2020-01

A PROCLAMATION BY THE MAYOR OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE CHAIRMAN OF THE DISASTER COUNCIL OF THE CITY OF PLACENTIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Placentia Municipal Code Section 11.12.020(a)(1) empowers the City Administrator to request the Mayor, Acting as Chairman of the Disaster Council of the City of Placentia, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Administrator and Chairman of the Disaster Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States. United States citizens, residents, and their immediate family members who were in China during the 14-day period preceding their entry into the United States are permitted entry but are redirected to one of 11 airports where the CDC has quarantine stations to undergo health screening. Depending on their health and travel history, they will have some level of restrictions on their movements for 14 days from the time they left China. On February 29, 2020, the President expanded restrictions to include all aliens who were physically present within the Islamic Republic of Iran during the 14-day period preceding their entry or attempted entry into the United States, with additional restrictions being imposed on travel from Europe as of March 11, 2020; and

WHEREAS, as of March 12, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning

that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Placentia has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Placentia is a densely populated city within Orange County, which is the sixth largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Placentia and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Administrator, as the City's Director of Emergency Services, has the power to request the Mayor, acting as Chairman of the City's Disaster Council, to declare a local emergency as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1).

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the Mayor, acting as Chairman of the Disaster Council of the City of Placentia as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Section 11.12.020 of the Placentia Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Placentia Emergency Plan in Title 11 of the Placentia Municipal Code.
- D. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency and shall terminate the local emergency at the earliest possible date that conditions warrant.
- E. That the City of Placentia orders that, within the boundaries of the City of Placentia, the Public Health Experts' recommendations shall be deemed mandatory.
- F. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Placentia; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 16th day of March 2020.



Ward Smith, Mayor
Chairman of Disaster Council, Placentia



Damien R. Arrula, City Administrator
Director of Emergency Services



Christian Bettenhausen, City Attorney

ATTEST:



Robert McKinnell, City Clerk

RESOLUTION NO. R-2020-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, RATIFYING PROCLAMATION NO. P-2020-01 DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, Placentia Municipal Code Section 11.12.020(a)(1) empowers the City Administrator to request the Mayor, Acting as Chairman of the Disaster Council of the City of Placentia, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Administrator and Chairman of the Disaster Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange

declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States. United States citizens, residents, and their immediate family members who were in China during the 14-day period preceding their entry into the United States are permitted entry, but are redirected to one of 11 airports where the CDC has quarantine stations to undergo health screening. Depending on their health and travel history, they will have some level of restrictions on their movements for 14 days from the time they left China. On February 29, 2020, the President expanded restrictions to include all aliens who were physically present within the Islamic Republic of Iran during the 14-day period preceding their entry or attempted entry into the United States, with additional travel restrictions being imposed on travel from Europe on March 11, 2020; and

WHEREAS, as of March 12, 2020, the WHO reported that, to date, there are 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Public Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted

if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, *inter alia*, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Placentia has the power to impose measures to promote social distancing including but not limited to limitations on public events within the City of Placentia; and

WHEREAS, state and local public health officials may, as they deem necessary in the interest of public health, issue orders limiting attendance at public assemblies, conferences, or other mass events, which will cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS, Placentia is a densely populated city within Orange County, which is the sixth largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Placentia and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, on March 16, 2020 the City Administrator, as the City's Director of Emergency Services, and the Mayor, as the Chairman of the City's Disaster Council, declared a local emergency as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1). A true and correct copy of Proclamation NO. 2020-01 is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of Placentia as follows:

- A. The City Administrator's Proclamation of Local Emergency No. 2020-01 dated March 16, 2020, and orders contained therein, is hereby ratified.
- B. As contemplated in the Emergency Services Act contained in Government Code Section 8550, et seq., including Section 8558(c), and Title 11 of the Placentia Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- C. The area of the City which is endangered/imperiled is the entire City.
- D. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Placentia emergency plan.
- E. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

F. That a copy of this resolution and the emergency proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Placentia; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PASSED, APPROVED AND ADOPTED this 17th day of March 2020.



Ward L. Smith, Mayor

ATTEST:



Robert S. McKinnell, City Clerk



STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Placentia, held on the 17th day of March 2020 by the following vote:

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



Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:



Christian L. Bettenhausen, City Attorney

PROCLAMATION NO. P-2020-01

A PROCLAMATION BY THE MAYOR OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE CHAIRMAN OF THE DISASTER COUNCIL OF THE CITY OF PLACENTIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Placentia Municipal Code Section 11.12.020(a)(1) empowers the City Administrator to request the Mayor, Acting as Chairman of the Disaster Council of the City of Placentia, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Administrator and Chairman of the Disaster Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States. United States citizens, residents, and their immediate family members who were in China during the 14-day period preceding their entry into the United States are permitted entry but are redirected to one of 11 airports where the CDC has quarantine stations to undergo health screening. Depending on their health and travel history, they will have some level of restrictions on their movements for 14 days from the time they left China. On February 29, 2020, the President expanded restrictions to include all aliens who were physically present within the Islamic Republic of Iran during the 14-day period preceding their entry or attempted entry into the United States, with additional restrictions being imposed on travel from Europe as of March 11, 2020; and

WHEREAS, as of March 12, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning

that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Placentia has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Placentia is a densely populated city within Orange County, which is the sixth largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Placentia and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Administrator, as the City's Director of Emergency Services, has the power to request the Mayor, acting as Chairman of the City's Disaster Council, to declare a local emergency as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1).

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the Mayor, acting as Chairman of the Disaster Council of the City of Placentia as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Section 11.12.020 of the Placentia Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Placentia Emergency Plan in Title 11 of the Placentia Municipal Code.
- D. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency and shall terminate the local emergency at the earliest possible date that conditions warrant.
- E. That the City of Placentia orders that, within the boundaries of the City of Placentia, the Public Health Experts' recommendations shall be deemed mandatory.
- F. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Placentia; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 16th day of March 2020.


Ward Smith, Mayor
Chairman of Disaster Council, Placentia


Damien R. Arrula, City Administrator
Director of Emergency Services


Christian Bettenhausen, City Attorney

ATTEST:


Robert McKinnell, City Clerk

RESOLUTION NO. R-2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, TERMINATING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, as part of the State of California's response to address the global COVID-19 outbreak, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in which he identified concerns that "the number of persons requiring medical care may exceed locally available resources," "local authority is inadequate to cope with the threat posed by COVID-19," and that "conditions of Government Code section 8858(b), relating to the declaration of a State of Emergency, have been met," among other findings ("State of Emergency"); and

WHEREAS, on March 16, 2020 the City Administrator, as the City's Director of Emergency Services, and the Mayor, as the Chairman of the City's Disaster Council, declared a local emergency as authorized by Government Code section 8630 and Placentia Municipal Code section 11.12.020(a)(1). A true and correct copy of Proclamation NO. 2020-01 is attached hereto and incorporated herein by this reference; and

WHEREAS, on March 17, 2020, the Placentia City Council ratified the Proclamation of Local Emergency by adopting Resolution No. 2020-11, which identified "conditions of extreme peril to the safety and persons and property have arisen due to the potential introduction of COVID-19 to Placentia and Orange County.", and

WHEREAS, the conditions justifying the declaration of the state of emergency no longer exist.

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

The State of Emergency relating to the COVID-19 Global Pandemic that the City declared on March 16, 2020 is hereby terminated effective March 7, 2023.

PASSED, APPROVED AND ADOPTED this 7th day of March, 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of the City of Placentia, held on the 7th day of March 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF COMMUNITY SERVICES
DATE: MARCH 7, 2023
SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CALIFORNIA YELLOW CAB FOR SENIOR TRANSPORTATION SERVICES**

FISCAL
IMPACT:

FY 2022-23

EXPENSE	\$40,800	(184071-6401 & 194071-6401)
REVENUE	\$32,640	OCTA Measure M Funding (184071-4092)
	\$ 8,160	Air Quality Management District Funds (194071-4092)

FY 2023-24 to FY 2024-25

EXPENSE:	\$326,400	(184071-6401 & 194071-6401)
REVENUE:	\$261,120	OCTA Measure M Funding (184071-4092)
	\$ 65,280	Air Quality Management District Funds (194071-4092)

SUMMARY:

Previous to the COVID-19 pandemic, the City provided transportation services to the Senior Center Monday through Friday for seniors in the community. The Senior Mobility Program (SMP) also included additional trips for seniors throughout Orange County. The City funds this program through a grant agreement with the Orange County Transportation Authority ("OCTA") in which OCTA provides 80% of the annual operating cost and the balance is provided through Air Quality Management District ("AQMD") grant funds.

In December 2022, the City issued and publicly released a Request for Proposals ("RFP") to reinstate senior transportation services. The City received two (2) proposals for these services. After a thorough review of the bid proposals received, Staff recommends that the City Council award a Professional Services Agreement to California Yellow Cab ("CYC"), based upon their response to the requirements of the RFP, their qualifications, and their experience in providing these types of services.

This action will award a two-year agreement to CYC in a not-to-exceed annual amount of \$163,200 with the option to extend for three (3) additional one-year terms, based upon contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual

1.d.
March 7, 2023

contract amount of \$179,520. Additionally, this action will approve Resolution No. R-2023-13 to add the grant revenues and expenditures to the Fiscal Year 2022-2023 budget.

RECOMMENDATION:

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

1. Approve a two (2) year Professional Services Agreement with California Yellow Cab for senior transportation services from the date that the agreement is fully executed in a not-to-exceed annual amount of \$163,200 with the option to extend for three (3) additional one-year terms; and
2. Authorize the City Administrator to approve the eligible contract term extensions for three (3) additional one-year terms, based on contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$179,520 per year; and
3. Adopt Resolution No. R-2023-13, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2022-23 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

Previous to the COVID-19 pandemic, the City provided transportation services to the Senior Center Monday through Friday for seniors in the community. The Senior Mobility Program (SMP) also included additional trips for seniors throughout Orange County. The City funds this program through a grant agreement with the Orange County Transportation Authority ("OCTA") in which OCTA provides 80% of the annual operating cost and the balance is provided through Air Quality Management District ("AQMD") grant funds.

Keolis Transit Services, LLC. ("Keolis") was the contracted service provider of the senior transportation service, prior to the COVID-19 pandemic and held an agreement with the City through June 30, 2022. The City halted senior transportation services in March 2020 in order to comply with the Statewide Stay-at-Home orders. The City intended to resume transportation services following the relaxation of the Statewide Stay-at-Home orders utilizing services from Keolis as the existing contracted provider.

However, in May 2020, the City received notice, that due to the COVID-19 pandemic, Keolis would no longer support services for senior transportation in Orange County and would be shutting down their local operations. Placentia and six (6) other nearby Orange County agencies were affected by Keolis' termination of local services. Keolis requested early termination of the contract with the City for transportation services. Due to the pandemic and the termination of the contract with Keolis, the City was not able to reinstate senior transportation services. Given these circumstances, OCTA halted senior transportation allocation payments to the City and withheld funds with the agreement that funds will be dispersed upon reinstatement of services. The current funds withheld at OCTA and belonging to the City, total \$165,000.

Per program guidelines, following relaxation of the Stay-at-Home Orders, the City released a Request for Proposals (RFP) to hire a new transportation contractor and reinstate services. The RFP was released three (3) separate times over the course of two (2) years. The City did not receive any responses to the RFP during this timeframe, which caused an unanticipated further delay in the reinstatement of services.

In December 2022, the City once again released the RFP for senior transportation services. On January 12, 2023, the City received two (2) proposals to provide daily transportation services for seniors in the community. The following table provides the bid amount received from the contractors:

Contractor	Proposal Amount
California Yellow Cab	Daily Average Rate: \$ 600.00
American Transportation Inc.	Daily Average Rate: \$1,074.00

After review of the proposals received, California Yellow Cab ("CYC") is the most qualified and cost-efficient vendor to provide senior transportation services to the City. Staff recommends the City Council award a two (2) year contract to California Yellow Cab for a not-to-exceed annual amount of \$163,200. If the contract is approved, California Yellow Cab will provide these services under a Professional Services Agreement beginning April 3, 2023.

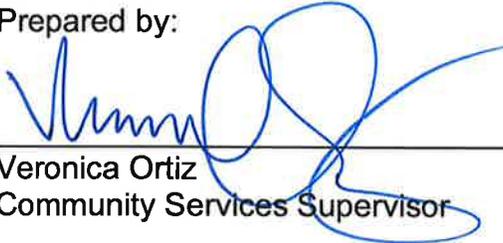
Prior to the COVID-19 pandemic the City provided an average of over 4,000 trips per fiscal year for seniors from their homes to the Senior Center and to other locations throughout Orange County in accordance with the SMP. The City intends to offer the program in the same format as previously offered and anticipates a similar number of yearly trips. The services provided beyond the base bid would include additional in-County trips for seniors to be determined on an as-needed basis and offered as funding permits.

FISCAL IMPACT:

The agreement with CYC is for a not-to-exceed annual amount of \$163,200 per year. The term of the agreement is for two (2) years with the option to extend for three (3) additional one-year terms, based upon contractor performance and at the discretion of the City, in an amount not-to-exceed 110% of the annual contract amount of \$179,520 per each additional year should the contract be extended.

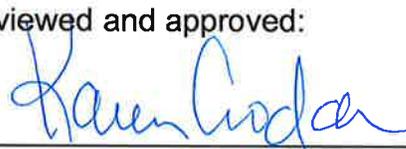
The CYC agreement includes providing the vehicles, drivers (qualified and specifically trained), gas, maintenance, dispatch services, and insurance. The City funds this program through a grant agreement with the Orange County Transportation Authority ("OCTA") in which OCTA provides 80% of the annual operating cost and the balance is provided through Air Quality Management District ("AQMD") grant funds. The current funds withheld at OCTA and belonging to the City, total \$165,000. The City shall use all the currently withheld funds from OCTA and the newly allocated grant funds that will be dispersed in Fiscal Year 2023-2024, to provide services through the term of the contract. Given, that the program is funded utilizing grant funds from the OCTA and AQMD, no general fund dollars will be used for these services. Should the City Council approve the Professional Services Agreement with CYC and Resolution No. R-2023-13, a budget amendment will be made to reflect the grant expenditures and revenues in the Fiscal Year 2022-2023 operating budget under Miscellaneous Grant Funds and AQMD. Additional funding associated for the remainder of the contract, shall be identified during the regular budget preparation process.

Prepared by:



Veronica Ortiz
Community Services Supervisor

Reviewed and approved:



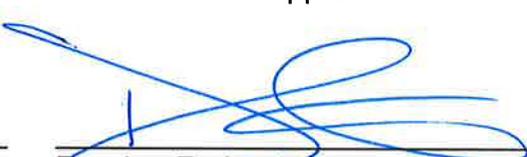
Karen Crocker
Director of Community Services

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with California Yellow Cab
2. Resolution No. R-2023-13

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
CALIFORNIA YELLOW CAB FOR SENIOR TRANSPORTATION**

THIS AGREEMENT is made and entered into this 3rd day of April, 2023, by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and California Yellow Cab (Cabo Yellow, Inc) a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to Provide Transportation services for Placentia's Senior Services Program as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other

information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Three Hundred Twenty Six Thousand Four Hundred Dollars (\$ 326,400.00) or One Hundred Sixty Three Thousand Two Hundred Dollars (\$163,200) per year.

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on April 3, 2025. This contract is eligible for three (3) one (1) year extensions, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the

possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:

California Yellow Cab
520 W. Dyer Road
Santa Ana, CA 92707
Tel: 714-427-2555 Ext. 112
Fax: 714-438-0405
Attn: Tim Conlon

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8232
Fax: 714-961-0283
Attn: Karen Crocker

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise

asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other

projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

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

order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien Arrula, City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Tim Conlon

Date: February 27, 2023

Signature

Tim Conlon - President

Name and Title

33-0723354

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Karen Crocker, Director of Community Services

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



Senior Mobility Program
City of Placentia

January 1, 2023

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TAB #1



California Yellow Cab

520 West Dyer Road Santa Ana, California 92707
714.427.2555 www.CaliforniaYellowCab.com

(714)444-4444

(949)444-4444

(657)444-4444

January 1, 2023

Felipe Zambrano, Community Services Coordinator
City of Placentia
401 E Chapman Ave,
Placentia, CA 92870

Hello Mr. Zambrano,

Cabco Yellow Inc., dba California Yellow Cab (CYC) would kindly like to express interest in providing transportation services to the City of Placentia. The proposal shall remain valid for a period of not less than 180 days from the date of submittal.

In business since 1995, CYC has a long history of providing transportation services that go far beyond the traditional forms of taxicab services. Early in the company's history, we identified underserved segments of Orange County's population and sought to craft an on-demand service option for those affected by the challenges of public transportation. Today, CYC remains the largest and most adaptive taxicab fleet in the county, providing seniors and paratransit passengers the opportunity to get where they need to go, without doing so according to a bus schedule.

We are confident that at CYC we have the dedicated drivers and representatives to complete all tasks. In addition, our drivers not only are professional, but they will treat seniors with respect, help them in and out of the vehicle if permitted, have patience, and drive cautiously at all times.

Currently, we are contractors to numerous senior transportation programs in the county including the City of Fullerton, Cypress, La Habra, Fountain Valley, Laguna Woods, San Clemente, Laguna Hills, Orange, Yorba Linda, Garden Grove, Laguna Niguel and others.

CYC is delighted to have the opportunity to submit this Proposal to you and we welcome the opportunity to continue to meet the transportation needs of seniors in your fine City.

Sincerely,

Tim Conlon
President

520 W Dyer Road, Santa Ana, CA 92707

T714.427.2555 X112

tconlon@cayellow.com

Company Summary

Legal Name of Company:

Cabco Yellow, Inc.

Db Name of Company:

California Yellow Cab

520 W. Dyer Road

Santa Ana, Ca 92707

www.CaliforniaYellowCab.com

Dispatch Phone Numbers:

(714)444-4444

(949)444-4444

(657)444-4444

(877)935-5692

Name and Title of Person Completing Proposal: Tim Conlon, President

P (714)427-2555 Ext. 112

F (714)438-0405

tconlon@cayellow.com

Employer Identification Number:

33-0723354

Statement of Ownership:

Cabco Yellow, Inc. is a California S-Corp,

Wholly owned by William Rouse

Years in Business:

Since 1995; 25+ years

Failures or Refusals to Complete Any Contracts:

None

Arbitrations, lawsuits, settlements, etc. in the last 5 years

There is no pending litigation or arbitration for Cabco Yellow Inc., other than that related to normal operational vehicle accident activity which has resulted in routine litigation, which is being addressed by our company's insurance carrier. Additionally, there are no other conditions – including those identified above – that Cabco Yellow believes would impede on the company's ability to service the program.

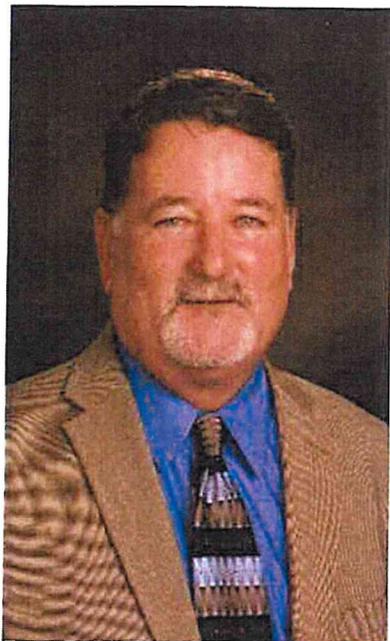
Financial Interests in Other Lines of Business:

DriveU San Diego, Long Beach Yellow Cab, Administrative Services Company

Orange County Taxi Administration Program (OCTAP) Permit:

#17

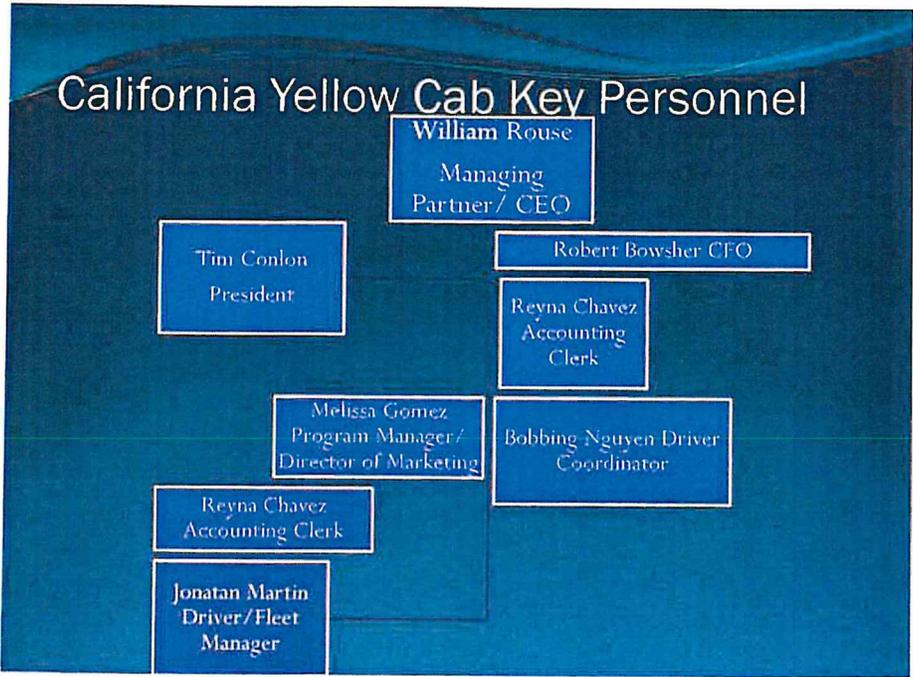
Key Personnel



Tim Conlon- Mr. Conlon had served as the General Manager responsible for the day-to-day operations of California Yellow Cab (CYC) since the company's inception in 1995. As the company's current President, Mr. Conlon's responsibilities include supervision of mechanical staff, vehicle inspections, securing proper vehicle permits and registrations, and administering risk management functions. Mr. Conlon has a bachelor's degree from California Polytechnic University and will remain the primary contact for the City of Placentia with a high commitment for this assignment, available throughout the program's duration.



Melissa Gomez- As the Director of Marketing since January 2017, Ms. Gomez is responsible for ensuring our company meets program guidelines and outcome objectives according to the highest standards of service. Ms. Gomez is also the Program Manager managing existing relationships and leading in handling service issues and/or complaint resolutions relevant to the programs in Orange County. Ms. Gomez has a long history in the transportation sector as a Project Manager ensuring seniors receive the best service possible and are transported in a safe and timely manner. Ms. Gomez received a Bachelor's degree from California State University San Bernardino and Master's degree in Communications from California Baptist University.



Key Personnel Statement: President Tim Conlon, Director of Marketing/Program Manager Melissa Gomez, and Driver Manager Jonatan Martin will be available to the extent proposed for the duration of the project and acknowledge that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of the City.

TIMOTHY CONLON

President

EDUCATION

Mount San Antonio College

California Polytechnic University, Pomona

PROFESSIONAL *California Yellow Cab, 1996 to Present*

President / General Manager responsible for the day-to-day operations of the Company including driver hiring and training, supervision of mechanical staff, vehicle inspections, securing proper vehicle permits and registrations, administering risk management functions.

West Coast Transportation Network, 1994-1996

Series of progressively responsible positions from, dispatcher, accident investigator, office manager, general manager.

GMS Imports, 1990-1994

Regional Sales Manager for a furniture importer for the Western United States. Responsible for merchandising and marketing new lines and implementing and conducting sales training for affiliates.

Conlon Tire, Inc., 1972-1990

President and General Manager of family owned business until sold in 1990. Series of progressively responsible positions including, marketing

and advertising director, merchandising coordinator, customer service and human resources director.

AFFILIATIONS Santa Ana Chamber of Commerce

ACHIEVEMENTS Newport Beach Chamber of Commerce

AWARDS Lions International, Past Committee Chairperson

While Cabco Yellow Inc. will utilize over 150 independent contractor drivers and our experienced call center staff for the day to day operations of this program, it will be the responsibility of the President, Tim Conlon, with help of Program Manager, Melissa Gomez to coordinate these efforts. Mr. Conlon will communicate with City staff regarding complaint resolutions, accident investigations, and any other issues or concerns relevant to the success of this program. Tim Conlon will bring over (15) years of passenger transportation experience in Orange County to this program. Mr. Conlon has been the primary contact for several similar programs, including the OCTA – Senior Nutrition Program and Senior Dial a Taxi Program. This experience, coupled with a sincere desire to serve this segment of the County’s population will make him an excellent manager of this program

MELISSA GOMEZ

Riverside, CA ■ 951-255-4367 ■ melissa@cayellow.com

EDUCATION

Riverside City College, 2009

California State University San Bernardino, 2014

California Baptist University, 2016

PROFESSIONAL

California Yellow Cab, January 2017 to Present

Director of Marketing and Program Manager who drives company through innovative strategic planning, interactive marketing, and sales promotion.

In addition to being Marketing Director also the Program Manager that ensures all program guidelines are being met, passengers are transported at a timely and safely manner and ensures there are high levels of customer service being emphasized. Skilled at analyzing customer needs to develop high standard customer service and problem solver who adapts to change and exceeds expectations under any circumstances. Ms. Gomez currently oversees all our senior mobility programs along with many other private and public programs throughout Orange County.

Mission Inn Foundation, August 2016- December 2016

Intern: Oversaw the planning and execution of logistics and operations for events through private meetings and conferences. Worked with event sponsors and vendors on all aspects of planning events. Assisted in

achieving business objectives with demanding timeframes and negotiated contracts with vendors and service providers.

Happy Taxi, February 2012- January 2017

Supervising Dispatcher and Paratransit Driver

When starting with Happy Taxi answered routine employee and recruitment related questions such as appropriate documentation submission and application status. Assisted in scheduling interviews and training times/dates for candidates. Provided training and orientation for new staff and routed customer orders in a timely manner. When needed would transport seniors or paratransit members to and from their residence to senior centers, medical, shopping, and/or personal appointments. Also, generated invoices and responded to customers with inquiries and/or complaints.

Scope of Work & Proposed Operational System for City of Placentia

California Yellow Cab - CYC - proposes to establish a toll-free telephone number for use by the Senior Mobility Program (SMP) patrons in the City of Placentia. By using this number, program participants may call for on-demand service with the expectation of a cab arriving at the pick-up address within sixty (60) minutes, during program service hours. The phone number will automatically identify the caller as a program participant, and the participant would then only need to provide basic trip information along with their SMP I.D. number.

In addition to routine on-demand service, program participants may use the same phone number with the same identifying protocols for reservation service when possible, up to two weeks in advance. This can provide CYC dispatch with the ability to pre-route these trips to select drivers.

Reporting and Billing

Documentation and reporting on the part of CYC is managed via our proprietary digital-dispatch system. In addition to monthly trip data and invoicing, highly detailed electronic records are kept in our archiving, and can be accessed and placed into a report in as little as twenty-four hours. Information submitted, stored and readily available for any reporting purposes include rudimentary dispatch data like passengers' names, pick-up locations, destinations, dates and times of travel, passenger ID number, and additional contact information. Additionally, this data includes GPS "ping"

information from the cabs themselves that provide accurate data on the route taken during a trip, vehicle speed, performance standards data, records of customer contact including audio recordings of every call to or from a customer, and event records for each trip like times of pickups and drop offs.

Complaints and Incidents

All complaints will be reviewed by the Project Manager within 24 hours. From there, a remedy for the issue would be offered in addition to the City being contacted as to the status of the issue within 48 hours. Appropriate action would be taken to ensure the complaint does not arise again in any area of our operations.

We view incidents between drivers and passengers as among the most serious of problems that can occur in a program like this. CYC is a *service* business, and therefore any incident that may occur is not acceptable. Once a report of an incident is received, the Field Operations Supervisor will be charged with obtaining the details of the incident and following up. A detailed report of any accident, injury, or any dispute will be completed and provided to the City.

Per our routine day-to-day operations, any and all accidents receive the immediate attention of CYC accident investigators. These individuals are charged with rapidly responding to an accident scene. They use the appropriate reporting protocols to complete a formal investigation report that includes interviews of affected parties, measurements of the scene and photographs of the incident and the surroundings.

CYC was one of the first taxicab companies in the U.S. to electronically archive all trip data and continues to do so as a matter of routine, for three years so as to permit rapid forwarding of this data upon request.

Detailed itemization of trip data is included in the monthly invoicing. An accounting of ridership, in a line-by-line format is provided so as to aid in auditing and oversight of the program.

Experience

CYC has been in the Seniors and Paratransit transportation business since its inception some twenty plus years ago (1995), and is the current service contractor for seniors' programs in the cities of Yorba Linda, Fullerton, Cypress, Laguna Hills, Laguna Woods, La Habra, Orange, Garden Grove, Rancho Santa Margarita and others. Additionally, we are the primary contractor for John Wayne Airport, a franchise in the City of Anaheim and

Has a number of independent private care organizations, all requiring ADA compliance and driver Sensitivity Training programs.

Of particular note are the twelve years' experience servicing the 25,000 seniors residing in Laguna Woods with a consistent sub 1% complaint record.

As the John Wayne Airport (JWA) contractor, we are continually challenged to innovate and update our fleet and methods for accommodating the traveling public. What we learn from our operations at JWA are modern fleet protocols, advanced customer service methods, situational awareness training for our staff and drivers, and skills is

handling seniors, developmentally disadvantaged and varying cultural expectations.

These advances are incorporated into our street-fleet driver training programs and help ensure consistency throughout our fleet.

Fleet and Maintenance

CYC has a diverse fleet consisting of conventional sedans, 6-passenger minivans, and ADA compliant wheelchair-access vans. The average age of the CYC fleet is 4 years.



All of our taxicabs undergo a rigorous maintenance program, designed to ensure safe and dependable transportation for passengers. Records of inspections and maintenance logs are kept by our company as a permanent record for the vehicles. These records are available for City staff review upon request.

The heart of our vehicle maintenance program called *Preventive Safety and Maintenance Inspection* (PSMI). This program is designed to identify and correct any and potential vehicle issues before they become a more serious problem.

Monthly Safety Inspections

Every cab in our fleet is inspected approximately every 30 days, to check for any vehicle malfunctions or unsafe conditions including, but not limited to:

- Headlights, tail lights, brake lights, interior lights, and turn signals
- Steering
- Windshield wipers
- Tires
- Oil, transmission fluid, etc.
- Warning lights on display
- Body, windshield or interior damage
- Leakage of any fluids
- Horn
- Mirrors
- Double-check the hood to ensure both latches are fastened securely
- **Wheelchair Vehicles: hand rails, wheelchair tie-downs (manual or power), internal and exterior lighting, operation of ramp/lift, etc.**

If any malfunction or damage is observed, the vehicle is not driven.

Interval PMSI Inspections

PMSI inspections are conducted at 6,000-mile intervals. The vehicle's engine oil and filter are changed at each inspection, and the brakes are inspected and adjusted, if necessary. Every 30,000 miles, each vehicle undergoes a more thorough PMSI, which includes items not specifically addressed in the preceding inspections.

Automated Maintenance Tracking System

Our company uses an automated driver and vehicle maintenance tracking system which proactively monitors every driver and vehicle in the fleet and records the mileage of

each vehicle weekly. Critical driver and vehicle in the fleet and records the mileage of each vehicle weekly. Critical driver data tracked by our system includes:

- Driver license and expiration
- Norton Medical expiration (drug screening)
- OCTPA driver permits and expiration
- H6 infractions

Critical vehicle data tracked includes:

- Vehicle registration and expiration
- Vehicle mileage (weekly) and preventative maintenance required
- OCTAP permits and expiration

The program also contains a history of the vehicles' previous inspections. Based upon all of this information, the program will sort the entire fleet and will identify the vehicles that will be coming due for an inspection within the next week, as well as identifying which inspection is due. This information is then conveyed to the Scheduling and Dispatch Department to ensure that the required vehicles are available for the Maintenance Department on the day that they are requested.

All CYC cabs are professionally washed on a weekly basis and drivers are required to maintain a clean and tidy vehicle at all times. All cabs are randomly inspected in the field. Any dirty or foul smelling vehicles are removed from service right away, and re-inspected for corrections before being returned to service.

California Yellow Cab has been taking the following steps to protect both the seniors and drivers from the spread of the Covid-19 virus. Although it is not guaranteed that

they will not be exposed, studies have shown that if followed there will be a greatly decreased likelihood of contracting the virus.

Every Three Days

- Vehicle is disinfected at the main office
- Complete thorough cleaning of all interior surfaces
- Restock of all required supplies

Start of Each Day

- Driver will check supply inventory of masks, gloves, and disinfecting wipes
- Wipe down of all interior surfaces
- Safely dispose of any used cleaning supplies or protective equipment

After Each Passenger

- Using the disinfecting wipes and while wearing gloves they will wipe down passenger area. Specifically, any area of contact; door handles, window controls, credit card processor, headrest, etc. **Note:** While we encourage the wearing of facial coverings by all passengers and will make them available for drivers to offer those passengers that do not have them it is still a personal choice that each passenger will make for themselves (unless the City requires all passengers to wear one).

Most CYC cabs are distinct and identical in appearance with a black lower 1/3rd panel and a yellow upper body. Identifying decals are in black, white or silver, and the decals

are arranged in the same position on all vehicles with the California Yellow Cab logo on the front.

Insurance Requirements

Since our vehicles can hold a maximum of 6 riders our automobile liability insurance coverage is with a limit of not less than \$1,000,000 each accident.

Operations Base in Santa Ana

Owned by us, our base has approximately 2600 sq. feet of office space and more than 5000 sq. feet of logistics and maintenance facilities, we employ six full-time staff members in our administrative offices and contract with a dozen more on-site fleet-maintenance technicians and specialists in our independently owned and operated service facility.

All scheduled and unscheduled maintenance, with the exception of certain bodywork and machine shop work, is performed here. Our maintenance facility is fully equipped to easily perform maintenance ranging from routine oil changes to complete driveline and chassis rebuilds. Our shop meets all local zoning requirements and possesses the equipment and is staffed by highly trained and certified technicians.

Driver Training & Policies

All drivers with California Yellow Cab (CYC) are independent contractors, as is the case with all cab companies in the County.

All applicants must be able to produce the following:

- An Excellent Driving Record
 - Current, valid California Driver's License
 - Verified ten-year (H6) driving record with no more than two moving violations within the previous three years, and ZERO serious violations such as reckless driving, or driving while under the influence of drugs or alcohol
- OCTAP Taxi Driver Permit
 - Pass a drug and alcohol screening initially, annually, and randomly
 - Be Live Scan fingerprinted with the Orange County Sheriff's Department
 - Successfully pass a State and Federal background check
 - Provide proof of legal residency
 - Be placed on the DMV *Pull-Notice* program
 - Be photographed with copies placed into their permanent OCTAP record

Only after successfully producing the above will a prospective driver be considered for a Lease under the CYC livery.

CYC uses a driver training program comprised of a four-module training platform called *Operations, Safety, Service and Review (OSSR)*. OSSR focuses much more in-depth on customer service, fare collection policies and sensitivity training for providing rides to

seniors and individuals with disabilities. Encompassing some 30 hours of classroom and on-the-road training, and typically presented over a 3-day training period.

Training occurs before the driver is leased a vehicle, annually and refresher trainings are available every six months. If there is an update or changes to program guidelines trainings are conducted right away to ensure all drivers understand and follow the new guidelines.

All of the seniors programs we service have asked that our drivers wear a white shirt with dark trousers and dark-color shoes. Drivers have the option of participating or not, but if they elect to participate, they must adhere the programs' requirements.

Drug and Alcohol Policy

CYC is dedicated in providing safe, dependable, and efficient transportation services to our customers. Our safety-sensitive employees' and affiliate's use of illegal drugs and misuse of alcohol poses a significant risk to public safety, as well as the employee's and affiliate's health and wellbeing, and can cause loss of efficiency, productivity, or a disruptive work environment. CYC's drug and alcohol policy is intended to comply with all applicable State and Federal regulations governing workplace anti-drug use and alcohol misuse programs in the transportation industry. They include DOT 49 CFR Part 40 as amended, ("Procedures for Transportation Workplace Drug and Alcohol Testing Programs"); FTA 49 CFR Part 655 ("Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations"); DOT 49 CFR Part 29 ("Drug-Free Workplace Act of 1988"); and CA Govt. Code Section 8350 et. Seq. ("Drug-Free Workplace Act of 1990"). The policy incorporates the requirements of above regulations for safety-sensitive

employees and others when so noted (this policy is available at any time). Drivers undergo an FTA Drug test initially (pre-employment) and must be enrolled in a random pool.

Experience

California Yellow Cab (CYC) is aware of the scope of work and all the tasks that the City of Placentia requires. The following information includes references and current clients:

2004-Present

City of Laguna Woods

Yolie Trippy, Deputy City Clerk

24264 El Toro Road, Laguna Woods, CA 98263

T949-639-0561 ytrippy@cityoflagunawoods.com

Senior Mobility Program for Laguna Woods' residents. Non-emergency Medical Transportation is available for any non-emergency medical trips beginning or ending in Laguna Woods (within Orange County and Long Beach VA). Seniors may use the services in Laguna Woods for social, personal care, and shopping transportation.

2012-Present

City of Orange

Katherine Connaghan, Executive Director

170 S Olive St, Orange, CA 92866

T714-538-9633 katherine@orangeseniorcenter.org

SMP for residents of Orange. Transportation is provided for non-emergency medical appointments, pharmacy, grocery store, and senior center trips.

2012-Present

City of Mission Viejo

Fran Aihara, Recreation & Community Services

24932 Veterans Way, Mission Viejo, CA 92692

T949-470-3062 faihara@cityofmissionviejo.org

SMP for residents of Mission Viejo. Transportation is provided for non-emergency medical appointments, John Wayne Airport, pharmacy, grocery store, and senior center trips.

2012-Present

City of Laguna Hills

Kayle McDonald, Administrative Assistant

T949-707-2681 kmcdonald@lagunailsca.gov

24035 El Toro Road, Laguna Hills, CA 92653

SMP for residents of Laguna Hills. Transportation is provided for non-emergency medical appointments, John Wayne Airport, pharmacy, grocery store, and senior center trips.

2017-Present

City of Lake Forest

Vicky Blethen, Recreational Manager

T949-461-3453 VBlethen@lakeforestca.gov

100 Civic Center Dr, Lake Forest, CA 92630

SMP for residents of Lake Forest. Transportation is provided for non-emergency medical appointments, shopping, social, personal care and senior center trips.

TAB #2

Equipment/Safety Violations

NONE

TAB #3



California Yellow Cab

520 West Dyer Road Santa Ana, California 92707
714.427.2555 www.CaliforniaYellowCab.com

(714)444-4444

(949)444-4444

(657)444-4444

January 1, 2023

Felipe Zambrano, Community Services Coordinator
City of Placentia
401 E Chapman Ave,
Placentia, CA 92870

Hello Mr. Zambrano,

Our vehicles are not inspected by the State of California Highway Patrol (CHP). All of Cabco's vehicles are either a sedan or minivan (maximum of 6 passengers) and are inspected by OCTA.

Sincerely,

Tim Conlon
President
520 W Dyer Road, Santa Ana, CA 92707
T714.427.2555 X112
tconlon@calyellow.com

TAB #4

Exhibit G
Reference Form
Senior Mobility Program RFP No. CS-22-01

Proposer is required to provide a minimum of three (3) references where services of a similar size and nature were performed within the past three (3) years. This will enable the City to judge the responsibility, experience, skill, and business standing of the Proposer references.

Agency Name: SMP- CITY OF ORANGE Contact Name: KATHERINE CONNAGHAN
 Address: 170 S OLIVE STREET, ORANGE, CA 92866 Phone Number: 714-538-9633
 Email: katherine@orangeseiorcenter.org
 Dollar Value of Contract: \$130,000.00 Contract Dates: JULY 1, 2021 TO JUNE 30, 2026
 Requirements of Contract: TRANSPORTATION SERVICES FOR SENIORS TO /FROM THEIR RESIDENT AND THE ORANGE SENIOR CENTER, SHOPPING CENTERS, AND MEDICAL FACILITIES.

Agency Name: SMP-CITY OF LAGUNA NIGUEL Contact Name: MARY RUIZ
 Address: 24602 ALISO CREEK RD, LAGUNA NIGUEL, CA 92677 Phone Number: 949-425-5153
 Email: mrui@citvoflagunaniguel.org
 Dollar Value of Contract: \$99,750.00 Contract Dates: JULY 1, 2022 TO JUNE 30, 2027
 Requirements of Contract: TRANSPORTATION SERVICES FOR SENIORS TO /FROM THEIR RESIDENCE AND SEA COUNTRY SENIOR & COMMUNITY CENTER, SELECTED GROCERY STORES, AND MEDICAL FACILITIES.

Agency Name: SMP- CITY OF GARDEN GROVE Contact Name: BRENDA BAUTISTA
 Address: 11300 STANFORD AVE, GARDEN GROVE, CA 92840 Phone Number: 714-741-5423
 Email: brendab@ggcity.org
 Dollar Value of Contract: \$205,000.00 Contract Dates: JUNE 11, 2019 TO JUNE 30, 2024
 Requirements of Contract: SINCE 2014-TRANSPORTATION SERVICES FOR SENIORS TO /FROM THEIR RESIDENCE AND H. LOUIS LAKE SENIOR CENTER, SHOPPING CENTERS, AND MEDICAL FACILITIES.

TAB #5

**Exhibit H
Proposal Form
Senior Mobility RFP No. CS-22-01**

Name of Agency: CABCO YELLOW INC., DBA CALIFORNIA YELLOW CAB

Type of Agency: TRANSPORTATION SERVICES

Agency Address: 520 W DYER ROAD, SANTA ANA, CA 92707

Agency phone: 714-427-2555 Email: TCONLON@CAYELLOW.COM

Item Number:	Description:	Unit Cost:	Extended Cost:
1	Single, \$3.50 per mile (\$3.50/mi) rate for a maximum capacity of 5 (five) Passenger	1	
2	Minimum rate of \$20.00 per trip, per participant	1	
3			
4			

In submitting this Proposal, Respondent agrees to comply with the terms and conditions illustrated in this RFP. Proposals shall include all costs, fees, licenses, equipment, drivers, services, insurance, fuel, tolls, etc. and shall have no hidden costs. City will not incur any additional costs above the Contractor's Proposal price.

Total Proposal Amount:

Sixty-five thousand dollars
(In words)

Dollars: \$65,000.00

Signature: 

Date: 01/10/2023

Printed Name and Title:

TIM CONLON, PRESIDENT

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
All entities as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Additional Premium: \$300

Other Insurance-subject to all terms and provisions of the policy, insurance as provided by this endorsement shall be deemed primary and noncontributory, but only with respect to work performed by or on behalf of the named insured in connection with the described project

**ADDITIONAL REMARKS SCHEDULE**

AGENCY San Diego-Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED Cabco Yellow, Inc. dba California Yellow Cab 520 W. Dyer Rd Santa Ana, CA 92707
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Vehicle Schedule Continued

2014 Toyota 959 VIN JTDKN3DP6E3053021
 2014 Toyota 964 VIN JTDZN3EU9EJ004717
 2015 Toyota 965 VIN JTDKN3DU6F0411209
 2014 Toyota 968 VIN JTDKN3DU3E1828604
 2014 Toyota 969 VIN JTDKN3DU1E1176121
 2016 Toyota 974 VIN JTDKARFU1G3003826
 2014 Toyota 976 VIN JTDZN3EU9E3292422
 2016 Toyota 977 VIN JTDKBRFU5G3510385
 2017 Toyota 980 VIN JTDKN3DU3F0478124
 2016 Toyota 981 VIN JTDZN3EU5GJ041153
 2016 Toyota 982 VIN JTDKARFU0G3516825
 2017 Toyota 986 VIN JTDKBRFU2H3042942
 2015 Toyota 988 VIN JTDKN3DU6F1894114
 2017 Toyota 989 VIN JTDKBRFU6H3030891
 2017 Toyota 990 VIN JTDZN3EU6HJ057623
 2015 Toyota 998 VIN JTDKN3DU1F1940609
 2017 Dodge 1600 VIN 2C4RDGCG9HR774438
 2018 Dodge 1601 VIN 2C4RDGBG0JR256564
 2015 Dodge 1602 VIN 2C7WDGBG1FR642827
 2015 Dodge 1603 VIN 2C7WDGBG3FR614818
 2014 Dodge 1604 VIN 2C4RDGEG8ER337264
 2015 Dodge 1605 VIN 2C4RDGBGXFR643226
 2015 Dodge 1606 VIN 2C4RDGCG9FR566654
 2018 Dodge 1607 VIN 2C4RDGCG0GR276871
 2018 Dodge 1609 VIN 2D4RN4DG6BR732183
 2015 Dodge 1611 VIN 2C4RDGBG9FR686276
 2018 Dodge 1621 VIN 2C4RDGBG0JR347480
 2018 Dodge 1622 VIN 2C4RDGBG2JR308308
 2018 Dodge 1623 VIN 2C4RDGBG2JR151346
 2018 Dodge 1624 VIN 2C4RDGBG0JR347477
 2018 Dodge 1625 VIN 2C4RDGBG0JR231714
 2018 Dodge 1626 VIN 2C7WDGBG1JR216712
 2018 Dodge 1627 VIN 2C4RDGBG8JR231718
 2018 Dodge 1628 VIN 2C7WDGBG0JR243240
 2018 Dodge 1629 VIN 2C7WDGBG3JR216727
 2018 Dodge 1630 VIN 2C4RDGBG2JR166235
 2016 Dodge 1631 VIN 2C7WDGBG8GR313690
 2016 Dodge 1632 VIN 2C4RDGCG0GR321033
 2015 Dodge 1633 VIN 2C7WDGBG6FR703492
 2014 Dodge 1634 VIN 2C4RDGCG3ER349339
 2015 Dodge 1635 VIN 2C4RDGCG1FR533406
 2015 Dodge 1636 VIN 2C4RDGCG7ER128858
 2015 Dodge 1665 VIN 2C4RDGCG0FR593063
 2015 Dodge 1668 VIN 2C4RDGCG4FR658707
 2015 Chrysler 1673 VIN 2C4RC1BG1FR627402
 2016 Dodge 1675 VIN 2C4RDGCG9GR358226
 2014 Dodge 1679 VIN 2C7WDGBG1ER432212
 2013 Dodge 1681 VIN 2C4RDGBG0DR750637
 2014 Dodge 1686 VIN 2C4RDGBG2FR568862
 2015 Dodge 1690 VIN 2C7WDGBGXFR686065



ADDITIONAL REMARKS SCHEDULE

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2012 Dodge 1691 VIN 2C4RDGBG6CR264963
2022 Hyundai 2020 VIN KM8KN4AE8NU083457
2021 Tesla 2021 VIN 5YJYGDEE6MF304239
2021 Tesla 2022 VIN 5YJYGDEE6MF183146
2022 Hyundai 2024 VIN KM8KM4AE1NU068057

Vehicle Schedule as of 10/26/22

2015 Toyota 104 VIN JTDKN3DUXF0460560
2014 Toyota 106 VIN JTDKN3DUXE0381890
2014 Toyota 108 VIN JTDKN3DP4E3062848
2013 Toyota 109 VIN JTDKN3DPXD3043915
2014 Toyota 115 VIN JTDKN3DU4F0477242
2014 Toyota 119 VIN JTDZN3EU1EJ014609
2013 Toyota 120 VIN JTDZN3EU4D3259519
2016 Toyota 125 VIN JTDZN3EU1GJ045183
2014 Toyota 140 VIN JTDKN3DUXE1744702
2014 Toyota 141 VIN JTDKN3DU5E1740900
2014 Toyota 142 VIN JTDKN3DU2E0387926
2014 Toyota 145 VIN JTDKN3DU1E1753627
2014 Toyota 149 VIN JTDKN3DU8E1782476
2015 Toyota 153 VIN JTDKN3DU1F0446014
2014 Toyota 154 VIN JTDKN3DU5E1832881
2014 Toyota 155 VIN JTDKN3DU5E0372935
2015 Toyota 159 VIN JTDKN3DU1F1876135
2014 Toyota 225 VIN JTDKN3DU6ED373219
2014 Toyota 226 VIN JTDKN3DU2E1753474
2013 Toyota 228 VIN JTDKN3DU1D5640185
2014 Toyota 230 VIN JTDKN3DU1E1765311
2014 Toyota 235 VIN JTDKN3DU3E1781736
2014 Toyota 237 VIN JTDKN3DU0E0391957
2014 Toyota 240 VIN JTDKN3DU0D5697798
2013 Toyota 242 VIN JTDKN3DU8D1635220
2013 Dodge 254 VIN 2C4RDGCG2DR684980
2014 Dodge 265 VIN 2C4RDGBG9ER473407
2014 Dodge 268 VIN 2C4RDGBG8ER375078
2014 Dodge 269 VIN 2C4RC1BG1ER435881
2016 Dodge 276 VIN 2C4RDGCG9GR137158
2010 Toyota 299 VIN JTDKN3DU4A0227296
2014 Toyota 301 VIN JTDZN3EUXE3304190
2015 Toyota 302 VIN JTDKN3DU0F0450278
2015 Toyota 303 VIN JTDKN3DU4F0411001
2014 Toyota 304 VIN JTDKN3DU5F0394869
2015 Toyota 305 VIN JTDKN3DU3F0430252
2011 Toyota 387 VIN JTDKN3DU3B0253227
2015 Toyota 411 VIN JTDKN3DU3F0471917
2015 Toyota 415 VIN JTDKN3DU6F0476741
2015 Toyota 416 VIN JTDKN3DU8F0482864
2017 Toyota 423 VIN JTDKARFU3H3039910
2022 Toyota 428 VIN 5TDGZRAH3NS559706
2019 Dodge 429 VIN 2C4RDGCG1KR690332



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2014 Toyota 430 VIN 5TDZK3DCXES515213
 2015 Dodge 431 VIN 2C4RDGBG5FR635194
 2021 Toyota 432 VIN 5TDKRKECXMS017291
 2012 Dodge 433 VIN 2C4RC1BG2CR249900
 2015 Chrysler 434 VIN 2C4RC1BG3FR589882
 2022 Toyota 435 VIN 5TDKRKEC3NS103625
 2019 Toyota 436 VIN 5TDYZ3DC2KS968065
 2016 Toyota 437 VIN 5TDDK3DC2GS142682
 2017 Honda 439 VIN 5FNRL5H67HB010106
 2019 Dodge 440 VIN 2C4RDGBG8KR751337
 2014 Toyota 450 VIN JTDKN3DU7E1753681
 2017 Toyota 451 VIN JTDKBRFU6H3035380
 2013 Toyota 452 VIN JTDZN3EU6D3263457
 2016 Toyota 453 VIN JTDZN3EUXGJ045957
 2019 Toyota 454 VIN JTDKARFU8K3087247
 2022 Toyota 455 VIN JTDKAMFU9N3162481
 2018 Hyundai 456 VIN KMHCG65LC8JU073816
 2017 Toyota 457 VIN JTDKBRFU9H3043652
 2012 Toyota 458 VIN JTDZN3EU1C3018421
 2022 Toyota 459 VIN 4T1G11AK9NU065605
 2016 Toyota 460 VIN JTDKBRFU2G3022351
 2016 Toyota 461 VIN JTDZN3EU3GJ046156
 2017 Toyota 462 VIN JTDZN3EU8HJ060913
 2012 Toyota 463 VIN JTDKN3DU3C1597653
 2015 Toyota 464 VIN JTDKN3DU7F0461746
 2015 Toyota 465 VIN JTDKN3DUF0454017
 2015 Toyota 466 VIN JTDZN3EU8FJ020831
 2015 Toyota 467 VIN JTDZN3EU5FJ026957
 2013 Toyota 468 VIN JTDKN3DU5D1666182
 2013 Toyota 469 VIN JTDZN3EU7D3188669
 2016 Toyota 470 VIN JTDZN3EU9GJ053466
 2014 Toyota 471 VIN JTDZN3EU7EJ006742
 2014 Honda 472 VIN 1HGCR2F56EA181495
 2017 Toyota 473 VIN JTDZN3EU5HJ067754
 2016 Toyota 474 VIN JTDZN3EUXGJ047742
 2014 Toyota 475 VIN JTDKN3DU8E0363601
 2014 Toyota 476 VIN JTDZN3EU4EJ008528
 2017 Toyota 477 VIN JTDZN3EU0HJ057147
 2018 Toyota 478 VIN JTDKBRFU4J3069999
 2015 Toyota 479 VIN JTDZN3EU8FJ019582
 2015 Toyota 480 VIN JTDKN3DU5F1922145
 2014 Toyota 481 VIN JTDZN3EU1E3327339
 2016 Toyota 482 VIN JTDZN3EU7GJ047326
 2019 Toyota 483 VIN JTDKARFP6K3104900
 2017 Toyota 484 VIN JTDKBRFU1H3577101
 2021 Toyota 485 VIN 4T1G31AK6MU556819
 2016 Toyota 486 VIN JTDZN3EU6GJ049469
 2015 Toyota 487 VIN JTDKN3DU4F1879336
 2014 Toyota 488 VIN JTDKN3DUXF0442561
 2014 Toyota 489 VIN JTDKBRFU3H3043548



ADDITIONAL REMARKS SCHEDULE

AGENCY San Diego-Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED Cabco Yellow, Inc. dba California Yellow Cab 520 W. Dyer Rd Santa Ana, CA 92707
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2013 Toyota 490 VIN JTDZN3EU4D3273887
 2016 Toyota 491 VIN JTDNKBRFUXG3019486
 2017 Toyota 492 VIN JTDKBRU5H3053921
 2015 Toyota 493 VIN JTDKN3DU3F1998317
 2016 Toyota 494 VIN JTDKBRFUXG3524363
 2012 Toyota 495 VIN 4T1BD1FK6CU056402
 2014 Nissan 496 VIN 1N4AL3AP6EN230389
 2019 Honda 497 VIN 7FARW1H50KE025131
 2017 Toyota 498 VIN JTDKBRFUXH3579817
 2015 Hyun 499 VIN 5NPE24AFXFH242879
 2020 Toyota 500 VIN 4T1G11AK1LU958056
 2015 Mazda 501 VIN JM1GJ1U57F1208614
 2017 Hyundai 502 VIN 5NPE24AF5HH493716
 2013 Toyota 503 VIN JTDKARFU8G3502977
 2013 Toyota 504 VIN 2T3WFREV7DW024153
 2015 Toyota 505 VIN JTDZN3EU1FJ024249
 2016 Toyota 506 VIN JTDZN3EU6GJ048760
 2015 Toyota 507 VIN JTDZN3EU0GJ049094
 2016 Toyota 508 VIN JTDZN3EU1GJ051985
 2014 Honda 509 VIN 19XFB5F52EE000634
 2022 Toyota 510 VIN JTDKAMFU4N3182511
 2015 Toyota 511 VIN JTDZN3EU4FJ018350
 2022 Toyota 512 VIN JTDKAMFU3N3157017
 2017 Toyota 513 VIN JTDZN3EU6HJ055967
 2015 Toyota 514 VIN JTDKN3DU6F0451015
 2015 Toyota 515 JTDZN3EU1FJ029256
 2019 Toyota 516 JTDKARFU9K3086740
 2012 Ang 598 VIN 523MF1B61CM101434
 2014 Toyota 600 VIN JTDZN3EU4E3295356
 2013 Dodge 601 VIN 2C4RDGCG1DR582490
 2014 Toyota 609 VIN JTDZN3EU7E3326289
 2014 Dodge 613 VIN 2C4RDGBG0ER275671
 2013 Toyota 614 VIN JTDZN3EU7D3228703
 2012 Dodge 618 VIN 2C4RDGEG9CR281252
 2012 Toyota 621 VIN JTDZN3EU4C3020857
 2014 Dodge 625 VIN 2C4RDGCG3ER474180
 2014 Toyota 628 VIN JTDZN3EU6EJ004867
 2014 Dodge 629 VIN 2C4RDGCGXER103811
 2014 Toyota 630 VIN JTDZN3EU2EJ005532
 2014 Dodge 631 VIN 2C4RDGBG9ER229630
 2014 Toyota 633 VIN JTDZN3EU5EJ008571
 2013 Toyota 634 VIN JTDZN3EU2D3270521
 2015 Toyota 636 VIN JTDZN3EU5FJ024416
 2014 Toyota 637 VIN JTDZN3EU8E3335650
 2014 Toyota 638 VIN JTDZN3EU6EJ007459
 2014 Dodge 639 VIN 2C4RDGCG9ER390350
 2014 Dodge 640 VIN 2C7WDGBG3ER467737
 2013 Dodge 641 VIN 2CRDGCXDR543655
 2013 Toyota 642 VIN JTDZN3EU7D3269509
 2014 Toyota 645 VIN JTDZN3EU9EJ015510



ADDITIONAL REMARKS SCHEDULE

AGENCY San Diego-Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED Cabco Yellow, Inc. dba California Yellow Cab 520 W. Dyer Rd Santa Ana, CA 92707
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2014 Toyota 646 VIN JTDZN3EU1EJ000497
 2014 Dodge 650 VIN 2C4RDGEGXER276161
 2012 Toyota 652 VIN JTDZN3EU8C3033076
 2014 Chrysler 654 VIN 2C4RC1BG2ER442922
 2014 Toyota 655 VIN JTDZN3EU4E3317288
 2014 Toyota 659 VIN JTDZN3EU9EJ009206
 2015 Dodge 660 VIN 2C4RDGCGXFR641359
 2013 Toyota 661 VIN JTDZN3EU6D3225534
 2014 Toyota 663 VIN JTDZN3EU9E3332935
 2013 Toyota 664 VIN JTDZN3EU7D3279005
 2014 Toyota 665 VIN JTDZN3EU9E3331445
 2015 Dodge 667 VIN 2C4RDGCG6FR635669
 2014 Toyota 668 VIN JTDZN3EU0E3296925
 2014 Toyota 669 VIN JTDZN3EU6EJ003461
 2014 Toyota 670 VIN JTDZN3EUXEJ003754
 2014 Dodge 671 VIN 2C4RDGBG4ER166565
 2014 Toyota 672 VIN JTDZN3EU9E3354224
 2012 Toyota 673 VIN JTDZN3EU8C3125093
 2013 Toyota 674 VIN JTDZN3EU8D3249690
 2013 Toyota 675 VIN JTDZN3EU1D3240023
 2015 Toyota 678 VIN JTDZN3EU6FJ018351
 2015 Toyota 684 VIN JTDZN3EU9FJ019140
 2015 Toyota 690 VIN JTDZN3EU9FJ019588
 2010 Nissan 708 VIN 1N4AL2AP7AN439127
 2015 Toyota 709 VIN JTDZN3EU3FJ019473
 2014 Toyota 710 VIN JTDZN3EU4E3334549
 2014 Toyota 711 VIN JTDZN3EU4EJ010599
 2015 Toyota 712 VIN JTDZN3EU6FJ018480
 2015 Toyota 713 VIN JTDZN3EU6FJ019676
 2014 Toyota 715 VIN JTDZN3EU9E3313754
 2016 Toyota 716 VIN JTDZN3EU0HJ062848
 2015 Toyota 717 VIN JTDKN3DUF0406803
 2015 Toyota 718 VIN JTDKN3DU5F0398419
 2012 Toyota 719 VIN JTDZN3EU6C3032721
 2017 Toyota 727 VIN 4T1BF1FK6HU815261
 2013 Dodge 730 VIN 2C4RDGCG2DR553712
 2016 Dodge 737 VIN 2C4RDGCG4GR356805
 2014 Dodge 750 VIN 2C4RDGCG2ER119811
 2014 Dodge 756 VIN 2C4RDGCG4ER128767
 2013 Ford 762 VIN 1FADP5CUXDL555296
 2014 Dodge 764 VIN 2C4RDGCG5ER154262
 2014 Dodge 773 VIN 2C4RDGGBGXER175688
 2015 Dodge 780 VIN 2C4RDGGBG4ER355278
 2013 Dodge 903 VIN 2C4RDGGBG8DR791503
 2014 Dodge 904 VIN 2C4RDGGBG4ER471225
 2017 Toyota 907 VIN 5TDKZ3DC3HS804614
 2015 Chrysler 908 VIN 2C4RC1BG5FR716177
 2016 Dodge 909 VIN 2C4RDGCG4GR311413
 2016 Dodge 910 VIN 2C4RDGEG5GR168002
 2016 Dodge 912 VIN 2C4RDGBG0GR131587

**ADDITIONAL REMARKS SCHEDULE**

AGENCY San Diego-Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED Cabco Yellow, Inc. dba California Yellow Cab 520 W. Dyer Rd Santa Ana, CA 92707
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2016 Dodge 913 VIN 2C4RDGBGXGR367180
 2013 Dodge 919 VIN 2C4RDGCG0DR738390
 2015 Dodge 922 VIN 2C4RDGBG6FR640176
 2015 Dodge 923 VIN 2C4RDGBG0FR576135
 2017 Dodge 933 VIN 2C4RDGCG4HR749074
 2015 Chrysler 934 VIN 2C4RC1BG3FR730935
 2016 Dodge 937 VIN 2C4RDGBG8GR347185
 2014 Toyota 942 VIN JTDZN3EU1EJ010950
 2017 Toyota 947 VIN JTZDN3EU6HJ065396
 2016 Toyota 950 VIN JTDZN3EUXGJ048535
 2016 Toyota 954 VIN JTDKARFU3G3020546
 2015 Toyota 956 VIN JTDZN3EU7FJ018200

RESOLUTION NO. R-2023-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2022-23 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2022-23 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2022-23, Resolution No. R-2023-XX, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Measure M	Community Programs	Community Services	184071-6401	\$4,440	Expense
Measure M	Community Programs	Community Services	184071-4092	\$4,440	Revenue
Air Quality Management District	Community Programs	Community Services	194071-6401	\$8,160	Expense
Air Quality Management District	Community Programs	Community Services	194071-4092	\$8,160	Revenue

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 7TH DAY OF MARCH 2023.

Ward L. Smith, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 7TH day of March 2023 by the following vote:

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

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: FIRE CHIEF

DATE: MARCH 7, 2023

SUBJECT: **AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH DENNIS GRUBB AND ASSOCIATES, LLC. FOR FIRE PREVENTION/FIRE MARSHAL SERVICES FOR PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT**

FISCAL

IMPACT: EXPENSE: \$75,000 – Department Contract Services (102532-6290)
REVENUE: \$75,000 – Fire Plan Check Revenues (102532-4163)

SUMMARY:

On June 4, 2019, the City Council voted to establish the Placentia Fire & Life Safety Department (PFLSD). As part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department, which includes taking steps to ensure that buildings within city limits are regularly inspected for fire safety. On October 4, 2021, a Professional Services Agreement (PSA) was executed with Dennis Grubb and Associates, LLC (DGA) to provide the PFLSD with various fire prevention related services including, but not limited to, fire plan review, fire prevention inspections, and acting as the City's Fire Marshal.

The PSA with DGA originally included a two (2) year contract term with the contract amount of \$24,500 which was approved under the purview of the City Administrator's signature authority. DGA began fire prevention services in January 2022, and due to the backlog of inspections due within the City, as well as taking over other Fire preventative responsibilities, PFLSD required an increase in the contract to \$50,000 in March 2022, to \$100,000 in May 2022, \$150,000 in July 2022, and \$100,000 in September 2022.

However, the backlog still exists and PFLSD has since hired an in-house Fire Marshal and expects to have a Fire Prevention Specialist on board by the end of July 2023. Therefore, in order to continue providing timely inspection and fire preventions services, PFLSD is recommending to increase the amended contract amount with DGA to an additional \$75,000, bringing the contract total to \$325,000, as specified in Amendment 5 (Attachment 1).

1.e.
March 7, 2023

RECOMMENDATION:

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

1. Approve Amendment No. 5 to the Professional Services Agreement with Dennis Grubb and Associates LLC. to increase the compensation from \$250,000 to \$325,000; and
2. Approve Resolution No. R-2023-11, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2022-23 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Ensure that Public Safety Continues to be a High Priority, under Objective 2.8 which is to endeavor to maintain and improve Fire Department compliance.

DISCUSSION:

Fire prevention services are an integral part of a full-service municipal fire department. The State of California determines that certain businesses require fire inspections as part of their ongoing operations. The PFLSD was not initially set up to independently begin these inspections or review fire plans without utilizing the services of an experienced consultant. When the initial contract was drafted, several fire prevention agencies were contacted to submit proposals, and ultimately Dennis Grubb and Associates, LLC was awarded a contract due to their pricing and record of excellent service within Orange County. Ultimately, we were provided with a team of people to review fire plans and to inspect local businesses in Placentia.

The aforementioned contract will continue to fulfill the temporary role until such time as the PFLSD is able to recruit an in-house Fire Prevention Specialist. Ultimately, the goal is to have DGA support in-house PFLSD staff on an "as needed" basis until such time as PFLSD can complete the backlogged inspections for the City.

To continue their support during this divisional stand up period, Staff recommends increasing the contract award by \$75,000 to allow DGA to provide the needed fire inspection support services. No other changes to the agreement are proposed, nor is the rate of compensation paid under the existing terms of the agreement.

FISCAL IMPACT:

The fiscal impact of the proposed contract amendment is \$75,000. This impact will be offset by an updated Fire Fee Schedule which has been designed to recover at least 80% of the inspection and permit fees.

Accordingly, an updated fee schedule, will be submitted for Council review this spring for fire prevention and inspection services and will recover the costs of eligible plan checks and fire inspections. To date, the City has collected over \$156,000 in fire plan reviews and has invoiced local businesss for \$16,000 for annual fire inspection services this fiscal year.

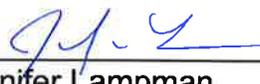
Prepared by:


Amanda Horner
Fire Marshal

Reviewed and approved:


Jason Dobine
Fire Chief

Reviewed and approved:


Jennifer Lampman
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administrator

Attachments:

1. Amendment No. 5 to Professional Services Agreement with Dennis Grubb and Associates
2. Resolution R-2023-11
3. Amendment No. 4 to Professional Services Agreement with Dennis Grubb and Associates
4. Amendment No. 3 to Professional Services Agreement with Dennis Grubb and Associates
5. Amendment No. 2 to Professional Services Agreement with Dennis Grubb and Associates
6. Amendment No. 1 to Professional Services Agreement with Dennis Grubb and Associates
7. Original Professional Services Agreement with Dennis Grubb and Associates

**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB AND ASSOCIATES, LLC**

This Amendment No. 5 (“Amendment”) to Professional Services Agreement is made and entered into effective the 7th day of March, 2023 by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Dennis Grubb and Associates, LLC, a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective October 26, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). Due to a large backlog of work to be completed, on March 1, 2022 the Parties executed Amendment No. 1 to increase CONSULTANT’S compensation from \$24,500.00 to \$50,000.00. The Parties executed Amendment No. 2 on May 3, 2022 to increase the CONSULTANT’S compensation from \$50,000.00 to \$100,000.00. The Parties executed Amendment No. 3 on July 19, 2022 to increase the CONSULTANT’S compensation from \$100,000.00 to \$150,000.00 and executed Amendment No. 4 to increase the CONSULTANT’S compensation from \$150,000 to \$250,000 on September 20, 2022. The parties now seek to increase CONSULTANT’S compensation from \$250,000 to \$325,000.00 to continue to address the large backlog of work to be completed.

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

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

B. Amendment to Agreement.

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000.00).

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 5 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 4 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 5 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 5 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
Dennis Grubb, Consultant

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2023-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2022-23 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2022-23 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2022-23, via Resolution No. R-2022-43, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Plan Check Services	Expenditures related to contract services	Fire & Life Safety	102532-6290	\$57,542	Expense
Plan Check Revenue	Revenue related to contract services	Development Services	102532-4160	\$57,542	Revenue

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 7th DAY OF MARCH 2023.

Ward L. Smith, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 7TH day of March 2023 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

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB AND ASSOCIATES, LLC**

This Amendment No. 4 (“Amendment”) to Professional Services Agreement is made and entered into effective the 20th day of September, 2022, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Dennis Grubb and Associates, LLC, a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective October 26, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). Due to a large backlog of work to be completed, on March 1, 2022 the Parties executed Amendment No. 1 to increase CONSULTANT’S compensation from \$24,500.00 to \$50,000.00. The Parties executed Amendment No. 2 on May 3, 2022 to increase the CONSULTANT’S compensation from \$50,000.00 to \$100,000.00. The Parties executed Amendment No. 3 on July 19, 2022 to increase the CONSULTANT’S compensation from \$100,000.00 to \$150,000.00. The parties now seek to increase CONSULTANT’S compensation from \$150,000 to \$250,000.00 to continue to address the large backlog of work to be completed.

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

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

B. Amendment to Agreement.

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 4 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and

supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 4 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 4 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 4 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
Dennis Grubb, Consultant

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB AND ASSOCIATES, LLC**

This Amendment No. 3 ("Amendment") to Professional Services Agreement is made and entered into effective the 19th day of July, 2022, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and Dennis Grubb and Associates, LLC, a California corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") effective October 26, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A."

(ii). Due to a large backlog of work to be completed, on March 1, 2022 the Parties executed Amendment No. 1 to increase CONSULTANT'S compensation from \$24,500.00 to \$50,000.00. The Parties executed Amendment No. 2 on May 3, 2022 to increase the CONSULTANT'S compenstation from \$50,000.00 to \$100,000.00. The parties now seek to increase CONSULTANT'S compensation from \$100,000 to \$150,000.00 to continue to address the large backlog of work to be completed.

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

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

B. Amendment to Agreement.

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred Thousand Dollars (\$150,000.00).

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 3 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No

amendment or other modification of the Agreement, as modified by this Amendment No. 3 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 3 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 3 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

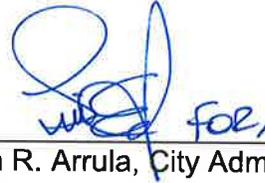
By:



Dennis Grubb, Consultant

CITY OF PLACENTIA

By:



Damien R. Arrula, City Administrator

ATTEST:

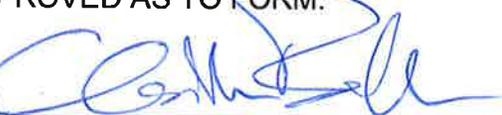
By:



Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By:



Christian L. Bettenhausen, City Attorney

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB AND ASSOCIATES, LLC**

This Amendment No. 2 (“Amendment”) to Professional Services Agreement is made and entered into effective the 3rd day of May, 2022, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Dennis Grubb and Associates, LLC, a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective October 26, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). Due to a large backlog of work to be completed, on March 1, 2022 the Parties executed Amendment No. 1 to increase CONSULTANT’S compensation from \$24,500.00 to \$50,000.00. The parties now seek to increase CONSULTANT’S compensation from \$50,000 to \$100,000.00 to continue to address the large backlog of work to be completed.

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

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

B. Amendment to Agreement.

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00).

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 2 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No.

2 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 2 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 2 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

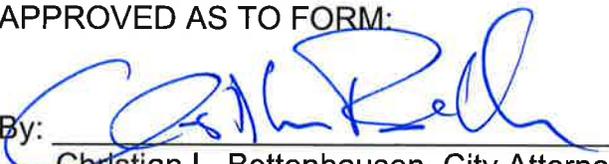
By: 
Dennis Grubb, Consultant

By: 
Damien R. Arrula, City Administrator

ATTEST:

By: 
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: 
Christian L. Bettenhausen, City Attorney

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB AND ASSOCIATES, LLC**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 1st day of March, 2022, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Dennis Grubb and Associates, LLC, a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective October 26, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). Due to a large backlog of work to be completed, the Parties now seek to amend the Agreement to increase CONSULTANT’S compensation from \$24,500.00 to \$50,000.00.

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

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

B. Amendment to Agreement.

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

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed Fifty Thousand Dollars (\$50,000.00).

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: 
Dennis Grubb, Consultant

By: 
Damien R. Arrula, City Administrator

ATTEST:

By: 
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: 
Christian L. Bettenhausen, City Attorney

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an Injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

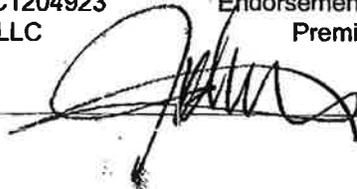
Job Description

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/1/2022	Policy No. QWC1204923	Endorsement No. 0
Insured	DENNIS GRUBB AND ASSOCIATES LLC		Premium \$ 500
Insurance Company	Sequoia Insurance Company		

Countersigned by _____



**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
DENNIS GRUBB AND ASSOCIATES, LLC**

THIS AGREEMENT is made and entered into this 26th day of October, 2021 (Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and Dennis Grubb and Associates, LLC, a California corporation (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide fire plan check, inspection, and prevention services related to fire and life safety, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Twenty-Four Thousand Five Hundred Dollars (\$24,500.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on October 26, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

The Consultant reserves and has the right of canceling this Agreement for any reason. The Consultant shall provide a written notification to the City a minimum of 30 calendar days prior to the termination this agreement.

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Dennis Grubb and Associates,
LLC
6560 Van Buren Blvd., Ste. B
Riverside, CA 92503
Tel: (951) 772-0007
Attn: Dennis Grubb

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8135
Fax: (714)961-0283
Attn: Fire Chief

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

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

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

hereunder for the term of this Agreement.

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

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

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

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

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this

Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

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

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

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

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

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

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

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

6.24. Severability. If any provision of this Agreement is determined by a court of

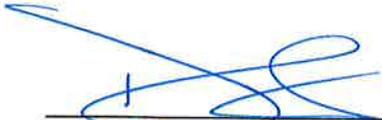
competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based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

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

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

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

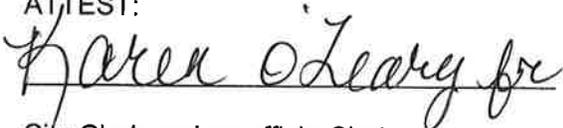
CITY OF PLACENTIA,
A municipal corporation



Damien Arrula, City Administrator

Date: 12/1/21

ATTEST:



City Clerk and ex-officio Clerk
of the City of Placentia

Date: 12/1/21

CONSULTANT



Signature

Date: 10/26/21

Dennis J. Grubb, Owner
Name and Title

20-8680376
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



Christian L. Bettenhausen, City Attorney

Date: 11/17/21

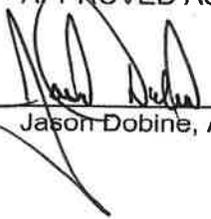
APPROVED AS TO INSURANCE:



Rosanna Ramirez, Risk Management

Date: 11/18/21

APPROVED AS TO CONTENT:



Jason Dobine, Acting Fire Chief

Date: 10.27.20th 2021

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



Dennis Grubb and Associates, LLC

Assisting Cities Build Safe Communities

June 6, 2021

Placentia Fire Department
Attn: Chief Van Gieson
401 E. Chapman
Placentia, CA. 92870

Subject: Contract Adjustment

Dear Chief Van Gieson,

Dennis Grubb & Associates, LLC (DGA) is pleased to submit this proposal to provide professional Fire Plan Review and Inspection Services to Placentia Fire Department. This proposal outlines all the elements that make DGA a high-quality solution to the Placentia Fire Department's needs, including our experienced personnel and our range of Fire Prevention services.

The following characteristics make Dennis Grubb & Associates, LLC uniquely qualified to service the Placentia Fire Department:

- Experienced plan review and inspections with specific technical skills in fire code application
- DGA specializes exclusively in fire life safety plan review and inspections
- Training experience for both the public and private sectors
- Electronic plan review capability utilizing Bluebeam software
- We are a *local* firm whose associates are well-versed in local, regional and state policies and practices
- Associates possess core business skills including strong verbal & written communication skills, professionalism & teamwork, proficiency in MS Office, Outlook, Windows and a variety of fire prevention software packages
- Competitive fees
- Excellent references (upon request)

6560 Van Buren Blvd, Ste B, Riverside, CA. 92503
(800) 975-7395 * (951)772-0007

DGA Qualifications

Our associates each have over 20+ years of direct fire plan review and inspection experience working directly with Public Fire Agencies

DGA possess the certifications and qualifications required and are highly experienced in the use and content of all California Building Standards Codes (DGA resumes can be provided upon request)

All associates are proficient in:

- Fire Sprinklers
- Fire Alarm and Monitoring Systems
- Underground Water Supply
- Fire Pumps
- Special, clean agent system
- Commercial Cooking fire protection
- High Piled Storage
- Above and Below Ground Tank Storage
- Refueling Station
- Hazardous Material
- Combustible Dust
- Battery Systems
- Compressed Gas Systems (Medical, Industrial)
- Chemical Classification
- Fire service related architectural requirements

Scope of Work

- Pick up and drop off plans at Placentia Fire Department or use a courier/mail service (at the expense of DGA) within the stated turnaround time.
- Verify plan compliance with adopted state & local codes/ordinances including updates
- Communicate corrections with applicant and Placentia Fire Department as directed
- Stamp plans in a manner as directed by the Placentia Fire Department.
- Be available for phone calls or in-person meetings with Placentia Fire Department as needed
- Assist with adopting and administering the Fire Code as needed.
- Conducting fire life safety inspections of new construction and limited annual inspections for complex facilities.
- Inspections for public firework display inspections.
- Responding to public Fire Code inquires.
- Plan review to ensure compliance with all applicable codes.
- Provide input to the Planning Department for new development and provide project specific conditions as applicable.

- Review and provide response to Fire Code alternate means & methods/practical difficulty requests after consultation with the Fire Chief.
- Provide engine company training in Fire Code/Standards related inspections.
- Provide guidance documents and standards to assist residents/businesses with understanding Fire Code requirements.
- Other duties as needed and agreed to between DGA and the Placentia Fire Department.

To fulfill the scope of work, DGA will provide the Placentia Fire Department a Senior Fire Inspector one day a week for 8 hours. DGA will coordinate with Placentia Fire Department the date and time of all inspections. In the event the new construction inspection workload exceeds the capacity of the single inspector, DGA will provide an additional inspector as the DGA's schedule and workload allows.

Plan Turnaround Plan Review Times:

- Initial review – 10 city business days from time of receipt
- Resubmittals – 7 city business days from time of receipt

Fees:

Plan Review

DGA fees are based on a flat fee. The fee is for the first and second plan check and includes the plan review, administrative work, and shipping. If additional review/s are required there is a flat fee per submittal (outlined below):

FD Access	\$370
Alarm System	\$330
Sprinkler System – TI	\$295
Sprinkler – TI with calculations	\$350
Sprinkler System – New	\$490
Additional Riser/Floor Control in Same Building	\$170
Underground	\$475
Fire Pump	\$530
Standpipe System	\$250
Engineered System (H&D, Clean Agent, etc) per System	\$270
Special System/ Process (HPS, AST, UST, Spray Booth etc.) ea	\$380
Hazardous Material Disclosure	\$840
Architectural- TI	\$375
Architectural- New	\$580
Architectural – New ≥ 4-story or R-1/R-2 with more than 50 units	\$710

Development Review (CUP, Tract Map, Etc.)	\$370
Revision	\$220
Additional Reviews (Past 2 nd)	\$220
Expedite Plan Check (per submittal)	\$200
Time & Material (Hourly Rate)	\$120

Inspections

Field Inspection/Training/Site Visits are charged at \$100 per hour, with a one-hour minimum + .5 Hr per day for travel which covers cost of mileage). Early or after hours or weekend inspections will be charged a minimum of four-hour minimum + .5 hr for travel.

Inspection Scheduling (Option)

DGA offers an option for new construction inspection scheduling at \$30 per day

I look forward to working with Placentia Fire Department. Should you have any questions or need additional information you can contact me directly at (951) 218-5482.

Sincerely,



Dennis J. Grubb, CFPE
President

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2021

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

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

PRODUCER LOU GRANDE P.O. BOX 147 NORCO, CA 92860	CONTACT NAME: KARRIE MANRIQUEZ PHONE (A/C, No, Ext): 951-737-2682 E-MAIL ADDRESS: LOU@LOUGRANDE.COM	FAX (A/C, No): 951-736-1875
	INSURER(S) AFFORDING COVERAGE	
INSURED DENNIS J GRUBB 4680 MILLBROOK AVE RIVERSIDE, CA 92509	INSURER A: State Farm Mutual Automobile Insurance Company	NAIC # 25178
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		4399936-F08-75B	06/08/2021	06/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to automobiles owned, leased, hired, or borrowed by the Consultant.

CERTIFICATE HOLDER PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT CITY OF PLACENTIA 401 E. CHAPMAN AVE PLACENTIA, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2021

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

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

PRODUCER WILLHITE INSURANCE AGENCY, INC 6117 BROCKTON AVENUE, STE 206 RIVERSIDE, CA 92506	CONTACT NAME: JOHN WILLHITE PHONE (A/C, No, Ext): 951-682-8297 E-MAIL ADDRESS: johnw@willhiteinsurance.com	FAX (A/C, No): 951-682-7297
	INSURER(S) AFFORDING COVERAGE	
INSURED DENNIS GRUBB AND ASSOCIATES 6560 VAN BUREN BLVD. STE. B RIVERSIDE, CA 92503	INSURER A: THE HARTFORD INSURANCE COMPANY	
	INSURER B: SEQUOIA INSURANCE COMPANY	
	INSURER C: LLOYDS OF LONDON INSURANCE CO	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		83SBANX2247	01/13/2021	01/13/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QWC1148262	04/01/2021	04/01/2022	<input 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	PROFESSIONAL LIABILITY	Y		PSJ0028842707	03/17/2021	03/17/2022	OCCURRENCE 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF PLACENTIA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED WITH RESPECTS TO: LIABILITY ARISING OUT OF ACTIVITIES PERFORMED BY OR ON BEHALF OF THE CONSULTANT PURSUANT TO ITS CONTRACT WITH THE CITY; PRODUCTS AND COMPLETED OPERATIONS OF THE CONSULTANT; PREMISES OWNED, OCCUPIED OR USED BY THE CONSULTANT; AUTOMOBILES OWNED, LEASED, HIRED, OR BORROWED BY THE CONSULTANT.

CERTIFICATE HOLDER CITY OF PLACENTIA 401 E. CHAPMAN AVE PLACENTIA, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE JOHN WILLHITE
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Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorization granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Declarations page, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read "ARH", with a wavy line extending to the right.

Authorized Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.

DECLARATIONS

POLICY NUMBER: PSJ0028842707

UNIQUE MARKET REFERENCES: B087520C9N5051
B087520C9N5053

THE INSURED: Dennis Grubb and Associates

ADDRESS: 6560 Van Buren Boulevard, #B
Riverside, CA 92503
US

THE UNDERWRITERS: Underwritten by certain underwriters at Lloyd's and other insurers

THE INCEPTION DATE: 00:01 Local Standard Time on 17 Mar 2021

THE EXPIRY DATE: 00:01 Local Standard Time on 17 Mar 2022

TOTAL PAYABLE: USD4,373.00

Broken down as follows:

 Premium: USD4,023.00

 Policy Administration Fee: USD350.00

BUSINESS ACTIVITIES: Fire and Compliance Code Consulting Services

CHOICE OF LAW: California

SERVICE OF SUIT: Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104-1520

LEGAL ACTION: Worldwide

TERRITORIAL SCOPE: Worldwide

US CLASSIFICATION: Surplus Lines

SURPLUS LINES BROKER: Licence No. : 0705050
2002 E McFadden Ave, Suite 100
Santa Ana
92705

RETROACTIVE DATE(S):

 Professional Liability: 17 Mar 2021

 General Liability: 17 Mar 2021, in respect of **INSURING CLAUSE 3 (SECTION F only)**

OPTIONAL EXTENDED REPORTING PERIOD: 12 months for 100% of applicable annualized premium

CLAIMS MANAGER: CFC Underwriting Limited
Please report all new claims to:
newclaims@cfcunderwriting.com

WORDING: Professions (US) v3.1

ENDORSEMENTS: Complaints Notice (USA)
U.S. Terrorism Risk Insurance Act of 2002 As Amended
Not Purchased Clause



Premium	\$4,023.00
Carrier-fee	\$ 350.00
Broker -fee	\$ 250.00
Stamp Fee	\$ 10.93
State Tax	\$ 131.19
Total	\$4,765.12

DECLARATIONS

INSURING CLAUSE 1: PROFESSIONAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability: USD1,000,000 in the aggregate

SECTION A: ERRORS AND OMISSIONS

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION B: BREACH OF CONTRACT

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION C: SUB-CONTRACTOR VICARIOUS LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION D: CONTINGENT BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION E: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION F: POLLUTION LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION G: REGULATORY COSTS AND FINES

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**

Deductible: USD2,500 each and every claim, including **costs and expenses**



SECTION H: DISHONESTY OF EMPLOYEES

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

SECTION I: PAYMENT OF WITHHELD FEES

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD2,500	each and every claim, including costs and expenses

INSURING CLAUSE 2: CYBER AND PRIVACY

NO COVER GIVEN

INSURING CLAUSE 3: COMMERCIAL GENERAL LIABILITY

ALL SECTIONS COMBINED

Aggregate limit of liability:	USD2,000,000	in the aggregate
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SECTION A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION B: PERSONAL AND ADVERTISING INJURY

Limit of liability:	USD1,000,000	each and every claim, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION C: PRODUCTS AND COMPLETED OPERATIONS LIABILITY

Aggregate limit of liability:	USD1,000,000	in the aggregate, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses

SECTION D: TENANTS' LEGAL LIABILITY

Aggregate limit of liability:	USD250,000	in the aggregate, including costs and expenses
Deductible:	USD1,000	each and every claim, including costs and expenses



SECTION E: MEDICAL EXPENSES

Limit of liability: USD5,000 each and every claim
Deductible: USD0 each and every claim

SECTION F: EMPLOYEE BENEFITS LIABILITY

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**
Deductible: USD1,000 each and every claim, including **costs and expenses**

SECTION G: NON-OWNED AND HIRED AUTOMOBILE LIABILITY

Limit of liability: USD1,000,000 each and every claim, including **costs and expenses**
Deductible: USD2,500 each and every claim, including **costs and expenses**

SECTION H: LIABILITY FOR DAMAGE TO HIRED OR LEASED AUTOMOBILES

Limit of liability: USD50,000 each and every claim, including **costs and expenses**
Deductible: USD2,500 each and every claim, including **costs and expenses**

INSURING CLAUSE 4: COMMERCIAL PROPERTY

NO COVER GIVEN

INSURING CLAUSE 5: BUSINESS INTERRUPTION

NO COVER GIVEN

INSURING CLAUSE 6: LOSS MITIGATION

Aggregate limit of liability: USD1,000,000 in the aggregate, including **costs and expenses**
Deductible: USD0 each and every claim, including **costs and expenses**

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: USD100,000 in the aggregate, including **costs and expenses**
Deductible: USD0 each and every claim, including **costs and expenses**

INSURING CLAUSE 8: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability: USD100,000 in the aggregate, including **costs and expenses**
Deductible: USD0 each and every claim, including **costs and expenses**



OUR REGULATORY STATUS

CFC Underwriting Limited is authorised and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively, the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN - USA

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If you remain dissatisfied after we have considered your complaint and provided our response, you may have the right to refer your complaint to the Department of Insurance in your State for review.

You will be provided with further information about your complaint escalation rights to the Department of Insurance in your State by us on receipt of your complaint.

The existence of this complaints procedure does not affect your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.



DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

The information we collect and use includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at enquiries@cfcunderwriting.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfcunderwriting.com/privacy>



U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE

ATTACHING TO POLICY NUMBER: PSJ0028842707
THE INSURED: Dennis Grubb and Associates
WITH EFFECT FROM: 17 Mar 2021

This **CLAUSE** is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended, as summarized in the disclosure notice.

It is hereby noted that **we** have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and **you** have declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this Policy.

All other terms, **CONDITIONS** and **EXCLUSIONS** of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5390 (Amended)
09 January 2020

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**

SECTION II ADDITIONAL INSURED ENDORSEMENT



Policy No.: 4399936-F08-75B

Named Insured: **DENNIS GRUBB & ASSOCIATES LLC**

Additional Insured (include address): _____

CITY OF PLACENTIA
401 E. CHAPMAN AVENUE
PLACENTIA, CA 92870

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of your work performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a suit brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

- Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: 83SBANX2247 THE HARTFORD INSURANCE CO.

COMMERCIAL GENERAL LIABILITY

NAMED INSURED: DENNIS GRUBB & ASSOCIATES

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS – ONGOING AND COMPLETED OPS**

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

Name of Person or Organization: CITY OF PLACENTIA

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

PRIMARY INSURANCE AND NON CONTRIBUTORY CLAUSE

Such insurance as is afforded by this policy is primary insurance and non-contributing coverage for "ongoing" and "completed operations". No other insurance of the Additional Insureds will be called upon to contribute to a loss.

Such Insurance as is afforded by this policy for the additional insured shown in the schedule of this endorsement shall apply as primary insurance and will not seek contribution from any other insurance maintained by such additional insured for "ongoing" and "completed" operations.

WAIVER OF SUBROGATION

General Liability Insurance and Workers Compensation policy shall include a WAIVER OF SUBROGATED ENDORSEMENT whereby the subcontractor waives any right or claim to be subrogated on payment of loss or otherwise to any claim against the contractor or owner and waves any right against contractor or owner.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

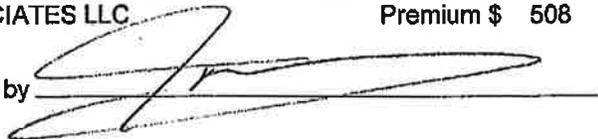
Job Description

Any person or organization as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/1/2021	Policy No. QWC1148262	Endorsement No. 0
Insured	DENNIS GRUBB AND ASSOCIATES LLC		Premium \$ 508
Insurance Company	Sequoia Insurance Company		

Countersigned by





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MARCH 7, 2023

SUBJECT: **REJECT ALL BIDS RECEIVED FOR PHASE II CONSTRUCTION OF THE PLACENTIA PUBLIC SAFETY CENTER PROJECT, PROJECT NO. 5213, AND AUTHORIZE RE-BIDDING OF PROJECT**

FISCAL
IMPACT: NONE

SUMMARY:

The City has broken ground on the Placentia Public Safety Center which is being delivered in two separate project phases. The project was phased in order to advance construction of the new police evidence and storage space ahead of the main building so that the City could complete that portion of the project before the lease expires on its rented facility. In addition to breaking ground on Phase I of the project, the City has also approved contracts for the new shooting range equipment as well as the prefabricated engineered Butler Building that will serve as the new evidence and property storage facility.

The current runaway inflationary environment has dramatically increased construction costs at a pace not seen in two generations. Contractors, vendors and specialty subcontractors are raising prices faster than most entities can match and the high demand for construction services has not softened. The City solicited competitive bids from pre-qualified contractors to construct Phase II of this project. A total of three (3) bids were received and the low bid submitted by P.H. Hagopian Contractor, Inc., far exceeds the estimate previously prepared for this project. Given the significant project cost increase, Staff recommends that the City Council reject all bids received for Phase II of this project and authorize the City to solicit new bids.

Ahead of soliciting new bids, Staff will develop an updated pre-qualification package to attract the interest of a larger pool of contractors to bid on this project. Staff received notification on February 21, 2023, that the low bidder for Phase 2 of the project is planning to close its business as of March 10, 2023. Staff will work with the construction management team to solicit separate bids to complete the tenant improvements and final utility connections for the Butler Building so that facility can operate as a stand-alone building in time for the transition from the City's leased facility. By separating the tenant improvement and utility work from the Phase II construction package and widening the pool of potential bidders the City can ensure that every effort has been made to test the market place to maximize value and potentially reduce the project cost with more

1.f.
March 7, 2023

competitive bids. In addition, Staff will prepare an updated project funding plan to cover the project cost increases with options for the City Council to consider. The updated project funding plan will be presented to the City Council along with a recommended construction contract based on new bids and bond funding package in April for its consideration.

RECOMMENDATION:

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

1. Reject all bids received for Phase II construction of the Placentia Public Safety Center and authorize return of the bid bonds; and
2. Authorize staff to solicit new bids for Phase II construction of the Placentia Public Safety Center.

STRATEGIC PLAN STATEMENT:

This item conforms to Strategic Plan Goal 5, Implement Public Infrastructure to Meet Community Needs, and Objective 5.4, Construct the Placentia Public Safety Center.

DISCUSSION:

On March 1, 2022, the City Council selected a preferred project alternative for the Placentia Public Safety Center and directed Staff to finalize the construction drawings and bid documents to construct this facility. The new 18,000+ square foot facility will primarily house the Police Department's evidence and property storage operations and shooting range as well as a new public safety communications center and emergency operations and training center. The City currently leases a light industrial/commercial building for property and evidence storage.

The new facility will consist of a manufactured steel Butler Building that will be used for property and evidence storage and the main building that includes the shooting range which will be constructed with CMU block. Since the City's lease for its existing property and evidence building is set to expire in December 2023, the project will need to be phased to allow the construction of the Butler Building to proceed first so that it can be completed prior to the expiration of the City's current lease. Phase I construction is already underway and entails demolition, grading, subsurface utility work, and the footings and slab for the Butler Building. Phase II construction will entail the construction of the main building as well as the tenant improvements for the Butler Building and final utility connections under a separate construction contract. This project delivery methodology will allow the City to construct the building foundation and footings and allow the Butler Building to be erected as a stand-alone effort. This will expedite the completion and occupancy of the newly constructed evidence and property storage building before the City's current lease expires. Construction of the main building will occur concurrently and continue into mid-2024. Staff anticipates beginning operations in that portion of the facility late in June 2024.

Given the complexity of constructing an essential public safety facility, the project team issued a public prequalification questionnaire to the contracting community ahead of soliciting formal bids for construction to ensure that only qualified contractors with experience in building similar facilities would submit a bid for this project. Only three (3) contractors submitted qualification packages and were prequalified for Phase II construction and were subsequently asked to submit competitive bids.

On February 1, 2023, the City received three (3) bids from the prequalified contractors to construct Phase II. The following table provides the total bid amounts received from each contractor:

Contractor	Bid Amount
P.H. Hagopian Contractor, Inc.	\$11,653,000
Bernards Bros. Inc.	\$11,693,000
Swinerton	\$13,172,033

The architect's estimate for Phase II amounts to \$7,960,121. Current inflationary pressure and continued strong demand for construction has continued to push costs upwards but given the wide disparity between the architect's estimate and the low bid received, Staff recommends that the City Council reject all bids and authorize soliciting new bids. In addition, Staff was notified on February 21, 2023, that Hagopian will be closing their business as of March 10, 2023. Accordingly, Staff will develop and issue a revised prequalification package with the goal of attracting a larger pool of potential contractors to bid on this project in an effort to maximize value and potentially reduce the cost for this project phase.

In addition, Staff will work with the project team to solicit separate bids to complete the tenant improvements and final utility connections for the Butler Building so that facility can operate as a stand-alone building, and property storage operations can begin in time for the transition from the City's leased facility. By separating the tenant improvement and utility work from the Phase II construction package and widening the pool of potential bidders the City can be assured that every effort has been made to test the market place, maximize value and potentially reduce the project cost with more competitive bidding. Staff will prepare a new project funding package for the City Council's consideration at the same time it presents a recommended Phase II construction contract and bond package in April 2023.

FISCAL IMPACT:

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

Prepared by:

Masoud Sepahi

Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:

Luis Estevez

Luis Estevez
Deputy City Administrator

Reviewed and approved:

DA

Damien R. Arrula
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: MARCH 7, 2023

SUBJECT: **UPDATE TO POLICY NO. 344 GOVERNING TRAVEL AND MEETING ALLOWANCES**

FISCAL
IMPACT: NONE

SUMMARY:

It is necessary for the City's elected, appointed officials and employees to be well informed regarding current developments in local government. Relevant training, conferences, meetings sponsored by local government associations, professional societies, training specialists, universities and colleges, provide such information. City Officials are encouraged to attend and participate in conferences, meetings, etc., dealing with subject matter appropriate to their respective functions in the City government. Funding for staff development is included in the annual budget for this purpose.

Policy No. 344 was last updated in 1984 and needs updating to reflect changes in the travel industry and city processes regarding payment of travel expenses. In addition, Policy No. 346, Travel: Conference Attendance (Appointed Officials) covers the same information as Policy No. 344 and is proposed to be incorporated into Policy No. 344.

RECOMMENDATION:

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

1. Review the proposed updates to Policy No. 344 governing Travel and Meeting Allowances for city staff and elected officials and incorporating Policy No. 346 into Policy No. 344; and
2. Following any input from the City Council, adopt the updated Policy No. 344.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal # 7: Enhance Employee Development, specifically Objective 7.2, Enhance Training and Development Opportunities for Staff.

3.a.
March 7, 2023

DISCUSSION:

The City's elected and appointed officials and employees must remain informed and up to date on legislation and industry trends potentially impacting the City as well as advocate for the economic interests of the City whenever possible. To do so, it is often necessary to attend training and conferences at too great a distance from the City of Placentia for an individual to travel to/ from within their regular workday.

The current travel policy, No. 344 was last updated in 1984 and has become obsolete in its stated per diem rates, modes of travel and city processes for the processing and repayment of travel expenses and needs updating to reflect current travel and city practices. In addition, a separate policy, No. 346 outlined the process for appointed officials to request approval for travel to conferences. The information contained in this policy is redundant and is proposed to be incorporated into the updated Policy No. 344, thereby eliminating Policy No. 346.

The proposed updates to Policy No. 344 provide guidance on the following topics:

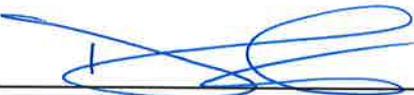
- Who is covered by the policy (Elected and Appointed Officials and all City Staff)
- What travel or training related expenses will be reimbursed by the City
- What expenses are unauthorized
- Process for acquiring advanced approval for travel
- Use of IRS per diem and mileage reimbursement rates for the specific travel destination
- Preferred method of payment for travel expenses

Prepared by:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Policy No. 344- Travel and Meeting Allowances UPDATED
2. Policy No. 344- Travel and Meeting Allowances CURRENT VERSION
3. Policy No. 346-Travel: Conference Attendance (Appointed Officials) CURRENT VERSION
4. Travel Policy Update PowerPoint Presentation

TRAVEL AND MEETING ALLOWANCES

It is necessary for the City's elected, appointed officials and employees to be well informed regarding current developments in local government. Relevant training, conferences, meetings sponsored by local government associations, professional societies, training specialists, universities and colleges, provide such information. City Officials are encouraged to attend and participate in conferences, meetings, etc., dealing with subject matter appropriate to their respective functions in the City government. Funding for staff development is included in the annual budget for this purpose.

To facilitate attendance and participation, the City Administrator shall be responsible for reviewing available information on conferences and meetings and recommend, in the annual preliminary budget, those that should be attended by City officials. In turn, said recommendations shall be reviewed by the City Council by the adoption of the annual budget.

This policy establishes procedures to ensure uniform and fair payment of expenses while traveling on City business. The policy applies to all full and part time City Staff as well as elected and appointed officials. It is the responsibility of each employee and/or representative of the City of Placentia to be fiscally responsible and consider the financial impact of their choices while attending training and/or traveling on behalf of the city.

GENERAL REQUIREMENTS

These requirements apply to all City-paid travel:

1. ADVANCE APPROVAL

Payment for out-of-town travel will be authorized only after advance approval has been given. Specific approval authority for each category is outlined in later portions of this policy. A standard travel and meeting expense form is to be used by all individuals requesting authorization to travel. The form contains information describing the funds requested, authorization to travel, and accounting for funds expended following completion of travel. City staff will seek advance approval from their Department Head and/or City Administrator; the City Administrator shall seek approval from the Mayor; elected officials will seek advance approval from the Mayor; and the Mayor shall seek advance approval from the City Administrator and/or by vote of the City Council.

2. LODGING

The cost of lodging accommodations for approved conferences; seminars or meetings will be paid directly by the City, either by check or City credit card, or employee personal credit card for reimbursement after return from travel.

Hotel and motel charges shall be based on single occupancy rates. The City will not pay for or reimburse employees for lodging expenses incurred for additional guests. In instances where conference hotels are filled, the employee should attempt to secure comparable rates at the nearest hotel.

Pre-conference lodging will be allowed for travel requiring extensive travel time and must be identified in the travel request, supported by a copy of the conference schedule and approved by the Department Head and/or City Administrator. Note: Starting time is for actual conference, not registration or optional tours or conference sponsored events unless related to professional development as approved by Department Head and/or City Administrator.

Lodging will be allowed for travel if the following conditions are met:

- The length of the conference is more than one day, extensive travel time is required or the distance is more than 100 miles from City Hall or the employee's residence, whichever is more or,
- If the employee's presence is required for activities before or after the regular conference hours.

Lodging will be paid at actual cost. The cost of hotel accommodations during a conference shall not exceed the standard room rates at official conference hotels. When making lodging reservations, employees shall inquire about local exemptions for transient occupancy taxes (TOT) as some cities exempt travelers on city business from the local tax.

3. REGISTRATION

Registration fees for a conference or seminar will be paid directly by the City at actual cost. Early registration is encouraged whenever possible to take advantage of early registration discounts. Official literature indicating the cost of registration and conference or seminar dates must accompany the expense reimbursement form requesting payment and/or the City P-Card statement containing the expense.

4. TRANSPORTATION

Transportation will be paid at actual cost, with use of air, train, private car or bus selected on the basis of the most reasonable and appropriate method, taking into consideration distance, time and total costs to the City. When traveling by air, all flights shall be booked at coach class or an equivalent level. The City Administrator, upon a showing of great inconvenience or lack of other airline jet service, may authorize more expensive fare.

Airline tickets shall be paid directly by the City, either by check or City credit card, or personal credit card for reimbursement. If an employee has been issued a City credit card but chooses to use his or her personal credit card, reimbursement will be made

with proper documentation after attendance at the conference, seminar or meeting. If an employee does not have a City issued credit card and uses their personal credit card for the purchase of airline tickets they may receive payment with proper documentation prior to the attendance of the conference. If the airline tickets are not used, it is the employee's responsibility to reimburse the City within five calendar days of notification of cancellation.

When rental vehicles or ride-sharing services are used, the least expensive vehicle practical will be used. In cases where more than one employee is attending the same event, employees will normally be expected to travel together when feasible and share the rental vehicle.

5. PER DIEM

The per diem is a daily allowance that covers the cost of all meals, incidental living expenses, and any ground transportation (i.e., taxis) after arriving at the destination. Itemization of individual expenses covered by the per diem is not required. The per diem amount shall be the IRS per diem rate for the travel destination and is the same for all employees regardless of payment method.

Meal Allowance: Receipts are not required if you stay within current IRS per diem regulations. Receipts are required to substantiate expenses over the current IRS per diem regulation. While discouraged, under special circumstances employees may receive a meal allowance in excess of IRS per diem regulations, and will be reimbursed upon recommendation of Department Director and approval of the City Administrator.

Meals provided by the conference or included in the registration fee will not be eligible for per diem and employees will not be reimbursed for meals purchased in addition to or replacement of the conference provided meal unless there is a specific dietary need for it and approved by the Department Director or City Administrator. A continental breakfast is not considered a meal for purposes of calculating meal allowance. In calculating the meal allowance for partial days, the following guidelines should be used:

Departure

If you depart after 7:00 a.m., you may not claim meal expenses for breakfast for that day.

If you depart after 1:00 p.m., you may not claim meal expenses for breakfast and lunch for that day.

If you depart after 7:00 p.m., you may not claim meal expenses for that day.

Return

If you return after 8:00 a.m., you may claim the breakfast allowance.

If you return after 1:00 p.m., you may claim the breakfast and lunch allowances.

If you return after 7:00 p.m., you may claim expenses for the full day.

Tips/ gratuities will be reimbursed up to 20% of the total receipt amount.

6. MILEAGE – USE OF PERSONAL AUTO

Within a radius of fifty (50) air miles, personal automobile or City vehicle may be used. If personal automobile is used, reimbursement will be made at the current rate set by the Internal Revenue Service (IRS) for actual business mileage traveled. Beyond the fifty (50) air mile radius, personal automobile or City vehicle may be used only with the advance written permission of the City Administrator upon a showing that the interests of the City are best served thereby. Employees may be reimbursed for parking costs and incidental toll charges if its determined the toll road is the most advantageous route in either cost (mileage) or time-savings. Receipts for parking and toll charges are required for reimbursement.

In cases where more than one employee is attending the same event, employees will normally be expected to travel together when feasible and mileage reimbursement will be for one vehicle only.

This mileage allowance applies to authorized use of an employee's personal vehicle while on duty. Employees receiving monthly auto allowances may not receive mileage reimbursement in addition to the monthly allowance. The City will not reimburse employees for damage to a personal vehicle or maintenance costs resulting from the use of a personal vehicle for City related travel.

If the travel occurs on a work day, and an employee travels directly from their residence to the conference site, an employee shall only be reimbursed up to the total miles between the employee's residence and the conference site, or the employee's work site and the conference site, whichever is less. On non-work days, the employee may be reimbursed for the total miles traveled.

7. FAMILY MEMBERS OR GUESTS TRAVEL

The City shall not pay for the travel expenses of family members or guests. If family members or guests accompany an individual on City-paid travel, arrangements must be made for separate billing of family members or guests' travel expenses.

8. SETTLEMENT OF TRAVEL ADVANCES

Within thirty (30) calendar days following completion of City-paid travel, settlement of cash advances must be made.

9. UNAUTHORIZED EXPENSES

The following items of a personal nature, even if they are incurred in conjunction with expenditures that are subject to reimbursement, are not reimbursable: movies, entertainment, premium television services, alcoholic beverages, dry-cleaning, spas, gyms, barber, magazines, shoe shines, travel insurance, purchase of clothing or toiletries, loss of tickets, fines or traffic violations, excess baggage costs, golf related expenses, personal losses incurred while on City business, repairs to personal vehicles,

office equipment and other items of a personal nature. Optional tours, banquets or other activities not related towards professional development offered through the conference, but as an additional cost to registration, are solely at the discretion of the employee and will be considered as a personal expense. The department head and/or City Administrator shall determine what constitutes professional development.

- Political or charitable contributions or events unless it is to a 501(c)(6) Business League, Chamber of Commerce are unauthorized expenses.
- A local elected official purchasing meals for third parties, such as constituents, legislators, and private business owners at meetings held to conduct City related business is an unauthorized expense.

The use of a City credit card to pay for unauthorized or personal expenses is not allowed. If unauthorized expenses have been paid by the City, the employee will be responsible for reimbursement to the City within five (5) days. If the unauthorized charge was on a City credit card, the employee should submit to Finance a check made payable to the City of Placentia.

10. DISCRETION

This policy does not claim to have addressed all contingencies and conditions. Any necessary and reasonable expense that may from time-to-time be justified due to circumstances or opportunities for the City will be honored upon authorization by the department director and approval of the City Administrator. Those expenses will be reimbursed to the employee with adequate documentation and justification.

TRAVEL AND MEETING ALLOWANCES

It is necessary for the City's elected, appointed officials and employees to be well informed regarding current developments in local government. Relevant training, conferences, meetings sponsored by local government associations, professional societies, training specialist, universities and colleges, provide such information. City Officials are encouraged to attend and participate in conferences, meetings, etc., dealing with subject matter appropriate to their respective functions in the City government. A "Staff Development Fund" is included in the annual budget for this purpose.

To facilitate attendance and participation, the City Administrator shall be responsible for reviewing available information on conferences and meetings and recommend, in the annual preliminary budget, those that should be attended by City officials. In turn, said recommendations shall be reviewed by the City Council by the adoption of the annual budget.

This policy establishes procedures to ensure uniform and fair payment of expenses while traveling on City business. The policy initially addresses general guidelines that apply to all travel and then focuses on additional specific requirements for various categories.

GENERAL REQUIREMENTS

These requirements apply to all City-paid travel:

1. **ADVANCE APPROVAL**
Payment for out-of-town travel will be authorized only after advance approval has been given. Specific approval authority for each category is outlined in later portions of this policy. A standard travel and meeting expense form is to be used by all individuals requesting authorization to travel. The form contains information describing the funds requested, authorization to travel, and accounting for funds expended following completion of travel.
2. **LODGING**
Lodging will be paid at actual cost. The cost of hotel accommodations during a conference shall not exceed the standard room rates at official conference hotels.
3. **REGISTRATION**
Registration fees for a conference or seminar will be paid at actual cost. Official literature indicating the cost of registration and conference or seminar dates must accompany the expense voucher requesting payment.
4. **TRANSPORTATION**
Transportation will be paid at actual cost, but in no event shall cost of ground transportation exceed the value of coach airline fare. The City Administrator,

upon a showing of great inconvenience or lack of other airline jet service, may authorize more expensive fare.

5. MILEAGE – USE OF PERSONAL AUTO

Within a radius of fifty (50) air miles, personal automobile or City vehicle may be used. If personal automobile is used, reimbursement will be made *at the IRS-prescribed rate per mile* for actual business mileage traveled. Beyond the fifty (50) air mile radius, personal automobile or City vehicle may be used only with the advance written permission of the City Administrator upon a showing that the interests of the City are best served thereby.

Payment for mileage to a destination outside of the fifty (50) mile radius shall not exceed the cost of coach airline fare to the same destination.

This mileage allowance applies to authorized use of an employee’s personal vehicle while on duty.

6. SPOUSE TRAVEL

The City shall not pay for the travel expenses of a spouse. If a spouse accompanies an individual on City-paid travel, arrangements must be made for separate billing of spouse’s travel expenses.

7. SETTLEMENT OF TRAVEL ADVANCES

Within thirty (30) calendar days following completion of City-paid travel, settlement of cash advances must be made.

8. REPORTS FOLLOWING CONFERENCE

Any City official, except Members of the Council and the City Administrator, who attends a conference or meeting shall furnish the members of the City Council and the City Administrator, with a report summarizing the topics discussed and the conclusions reached, within thirty (30) days immediately subsequent to the conclusion of the conference or meeting, provided that this condition shall not be applicable to local meetings involving limited agendas. The City Administrator and Councilmembers may present a verbal report at a Council meeting.

CATEGORIES OF TRAVEL

In addition to the general requirements set forth above, specific requirements apply to these categories of travel:

1. ELECTED OFFICIALS:

A. Advance Approval Required

All requests for travel or conference expenses shall be submitted to the Mayor. The Mayor will determine whether the request has necessary Council approval. If so, he may approve the request and submit it to the City Administrator for advance of funds.

If the conference has not been approved by the City Council, it may be placed on the next Council agenda for consideration. If approved by the

Council, the Mayor may sign the expense request and submit it to the City Administrator for advance of funds.

B. Travel Expenses

To defray costs for necessary and reasonable expenses other than those listed in Paragraph D, elected officials shall be allocated \$100 for conference in the Southern California area, \$250 for Northern California, and \$500 for national conferences outside of the State of California. Sums listed above may be adjusted for extenuating circumstances if approved by the City Council.

As an alternative to the specific lump sum cash advance described above, elected officials may request payment of travel expenses in accordance with the per diem policy established for commissioners and management staff.

C. Travel Arrangements

The City Administrator's Office shall arrange for lodging, travel arrangements, and conference registration for elected officials. Lodging, travel, and registration expenses shall be paid directly by the City. If a hotel will not accept payment by the City at a later date, the elected official may receive money to cover hotel accommodations.

D. Spouse's Travel Arrangements

The City Administrator's Office will, if requested by an elected official, arrange for identical travel accommodations for the spouse. Each elected official shall be billed directly by the travel agency, airline, etc.

E. Settlement of Travel Advances

Within thirty (30) calendar days after returning from a conference, each elected official shall complete, sign, and submit to the City Administrator the meeting and/or expense voucher form (previously approved by the Mayor) along with all monies not expended. If the meeting and/or expense voucher form is not submitted within the thirty-day period, no monies shall be advanced or approval given by the Mayor for the next conference requested by the delinquent elected official until the form has been completed, signed, and returned along with all monies not expended.

F. Travel with City Administrator

The provisions of this elected officials' section shall apply to the City Administrator when traveling with members of the City Council.

2. COMMISSIONERS

A. Advance Approval Required

Attendance at conferences shall be subject to prior City Council approval.

B. Eligibility to Attend

The chairman and vice-chairman shall be permitted to attend conferences.

An additional commissioner shall also be permitted to attend conferences. The commissioner with the highest seniority shall have the first opportunity to attend a conference; the commissioner with the second highest seniority shall attend the second conference, and so on until all have attended a conference. The process then starts over again with the person of highest seniority.

In the event any of the three members should be unable to attend a conference, another commissioner shall be afforded the opportunity, again, based on seniority.

Notwithstanding the above, a commissioner must have attended 75 percent of the regular commission meetings during the six months prior to the conference in order to attend.

C. Travel Limited to State

Conferences shall be limited to those held within the State of California.

D. Travel Expenses

Travel expenses will be paid on the same basis as management staff.

3. MANAGEMENT STAFF

This category includes the City Administrator, department heads and staff members.

A. Advance Approval

The following approvals are required:

(i) A written request to travel on City business, providing an explanation of travel and justification must have prior approval of department head and City Administrator. If the subject of an approved request is a conference or meeting to be held outside of the State of California, the City Administrator shall furnish each member of the City Council, at least five (5) days prior to a regularly scheduled Council meeting, a report listing all pertinent information on said conference or meeting and the reason(s) for approval. Any member of the City Council may call for Council review and action concerning the request and/or approval at the said scheduled Council meeting. If the request and/or approval are not reviewed at said meeting, the approval shall be final.

(ii) A standard Travel and Meeting Expenses form is to be completed by the employee and approved by the department head and City Administrator.

B. Per Diem

The per diem is a daily allowance that covers the cost of all meals, incidental living expenses, and any ground transportation (i.e., taxis)

after arriving at the destination. Itemization of individual expenses covered by the per diem is not required. The per diem at the point of destination is \$60. (Exception: No per diem will be paid for conferences held within fifty (50) miles of City Hall unless authorized by the City Administrator for exceptional circumstances).

C. Travel During Working Hours

Travel during working hours will be authorized for the time necessary to complete authorized City business and travel in both directions.

4. OTHER EMPLOYEES

A. Advance Approval

The following approvals are required:

- (i) A written request to travel on City business, providing an explanation of travel and justification must have prior approval of department head and City Administrator.
- (ii) A standard Travel and Meeting Expenses form is to be completed by the employee and approved by the department head and City Administrator.

B. Expenses

Funds estimated to be adequate to cover actual cost of food, incidental expenses, and ground transportation will be advanced. The employee is required to keep an itemized record of expenses. Upon return from travel, a settlement of the cash advance will be made. The unused portion is to be returned. If necessary, the claim for additional funds may be submitted with itemization of expenses and justification for additional expenditures.

C. Travel During Working Hours

Travel during working hours will be authorized for the time necessary to complete authorized City business and travel in both directions.

TRAVEL: CONFERENCE ATTENDANCE (APPOINTED OFFICIALS)

The purpose of this policy is to designate which appointed staff members are eligible to request authorization to attend State and National professional conferences.

Members of the management staff may submit a request to the City Administrator to attend one State and one National conference during each fiscal year.

Staff members, other than department heads, may submit a request to the City Administrator, through appropriate channels via their Department Head, to attend one State Conference during each fiscal year.

GENERAL REQUIREMENTS

All conference requests must be submitted to the City Administrator during the annual preparation of the budget. A written explanation that completely justifies the expenditure of City funds, must accompany the request. If the City Administrator concurs with the request, he will include the conference expenditures within his budget recommendation to the City Council.



CITY OF
PLACENTIA

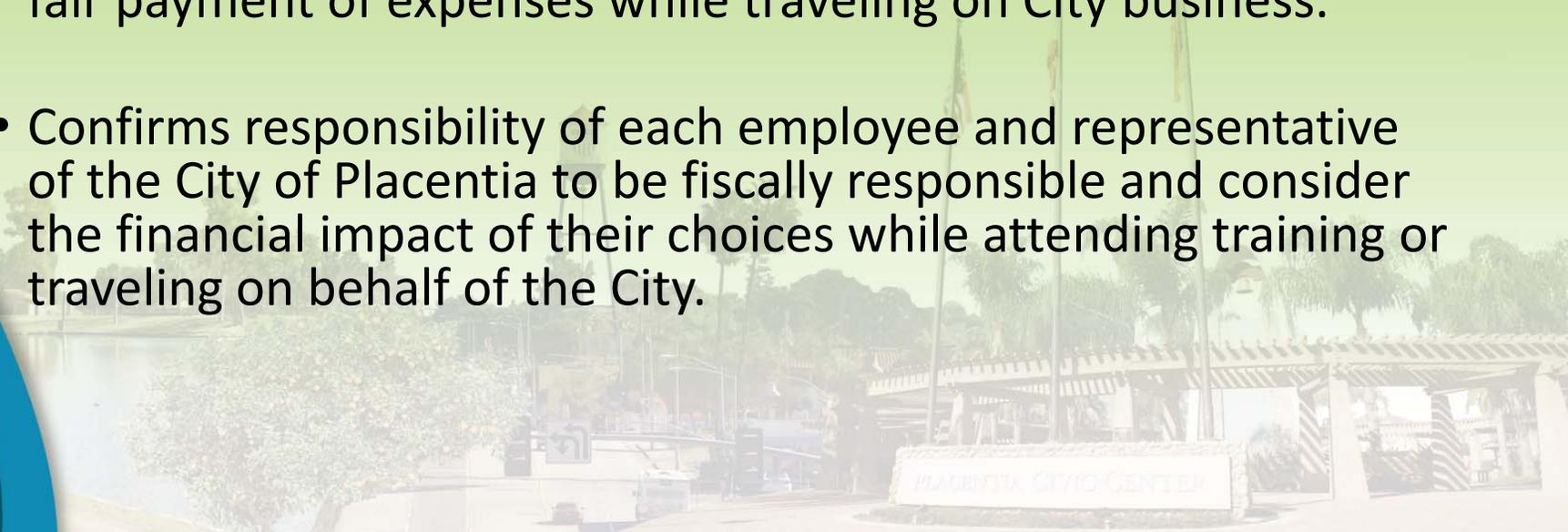
TRAVEL POLICY UPDATE

March 7, 2023



PURPOSE OF POLICY

- It is necessary for City's elected, appointed officials and employees to be well informed regarding current developments in local government.
- Policy needed to establish procedures to ensure uniform and fair payment of expenses while traveling on City business.
- Confirms responsibility of each employee and representative of the City of Placentia to be fiscally responsible and consider the financial impact of their choices while attending training or traveling on behalf of the City.



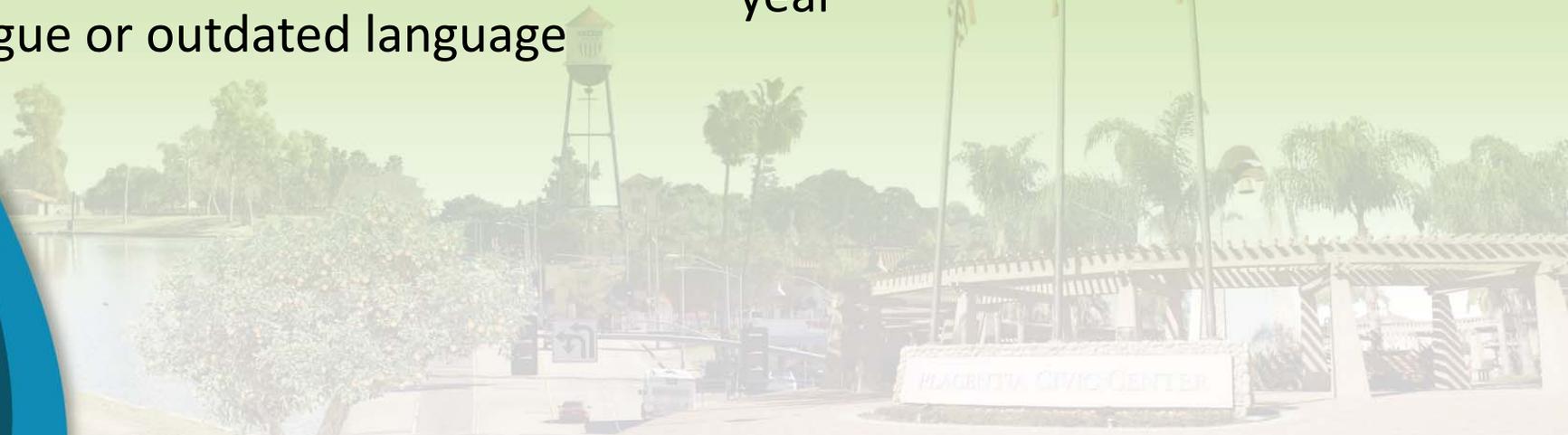
POLICY NO. 344 & 346 CURRENT VERSION

Policy No. 344

- Last updated 1984
- Limits per diem to \$60/ day regardless of destination
- Silent on toll roads, ride-sharing
- Vague or outdated language

Policy No. 346

- Last updated 1984
- Authorizes management staff to attend one State and one National conference per fiscal year



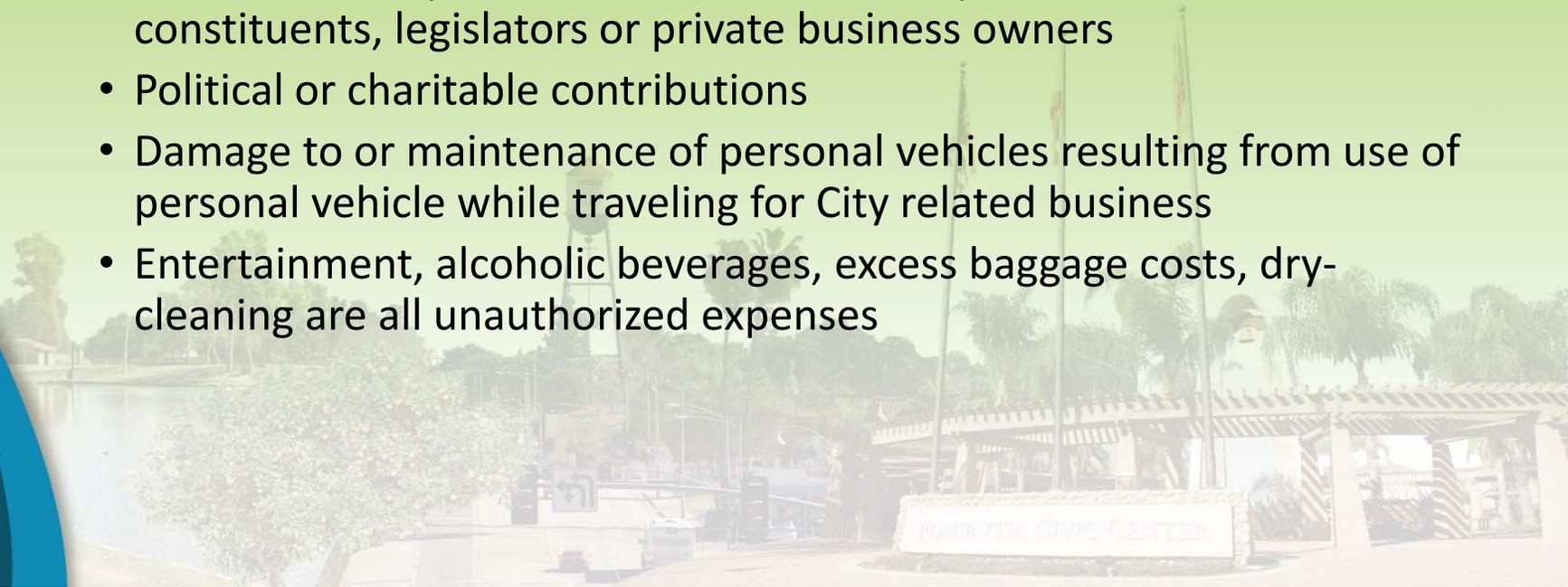
PROPOSED CHANGES

- Combines Policies 344 & 346 into one policy covering all City employees, elected and/ or appointed officials
- Changes per diem amount from flat \$60/ day to IRS daily per diem based on destination
- Updates language to address specific situations that have arisen in recent years
 - Toll road use reimbursed if in best interest of the City to save staff time or mileage reimbursement
 - Amount of gratuity City will reimburse
 - Meals allowable for reimbursement based on travel time



PROPOSED CHANGES

- Clarifies expenses that will not be reimbursed by City
 - Spouse travel and/or expenses
 - Optional tours or events sponsored by conferences that do not relate to professional development
 - Elected official purchase of meals for third parties, such as constituents, legislators or private business owners
 - Political or charitable contributions
 - Damage to or maintenance of personal vehicles resulting from use of personal vehicle while traveling for City related business
 - Entertainment, alcoholic beverages, excess baggage costs, dry-cleaning are all unauthorized expenses



STAFF RECOMMENDATION

- Review the proposed updates to Policy 344, including the incorporation of Policy 346 into Policy 344; and
- Following discussion, adopt the updated Policy 344



QUESTIONS?

