



## Regular Meeting Agenda May 2, 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](http://www.placentia.org), and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

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

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

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

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

### **Special Accommodations**

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

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

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
PLACENTIA PUBLIC FINANCING AUTHORITY  
REGULAR MEETING AGENDA - CLOSED SESSION  
May 2, 2023  
5:30 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 54957.6  
**CONFERENCE WITH LABOR NEGOTIATOR**  
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**

**May 2, 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 Kenneth Milhandler

**PLEDGE OF ALLEGIANCE:** Firefighter Lucas Dochmaschewsky

**PRESENTATION:**

**Recognition of Citizens Academy Graduates**

Presenter: Mayor Smith  
Recipients: Citizens Academy Graduates

**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.h.):**

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 May 2, 2023  
Check Register**

Fiscal Impact: \$4,111,327.88  
**Electronic Disbursement Register**  
Fiscal Impact: \$1,073,830.01  
Recommended Action: It is recommended that the City Council:  
1) Receive and file

1.c. **Resolution Relating to Fiscal Year 2023-24 Levy of Assessments to The City of Placentia Landscape Maintenance District No. 92-1 and Setting a Public Hearing for June 6, 2023 at 7:00 P.M.**

Fiscal Impact:

Revenue: \$450,858 (Recouped through assessments)  
Expenditures: \$419,200 (Proposed FY 2023-24 Budget LMD 92-1 Fund)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-25, a Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report for Fiscal Year 2023-24 for the continuation of the annual assessments for Landscape Maintenance District No. 92-1; and
- 2) Adopt Resolution R-2023-26, a Resolution of the City Council of the City of Placentia, California, declaring its intention to provide for the annual levy and collection of assessments for certain maintenance within an existing district, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting a time and place for public hearing thereon.

1.d. **Resolution Relating to Fiscal Year 2023-24 Levy of Assessments to The City of Placentia Street Lighting District No. 81-1 and Setting a Public Hearing for June 6, 2023 At 7:00 P.M.**

Fiscal Impact:

Revenue: \$135,286 (SLD 81-1 Assessments)  
\$ 36,214 (Transfer in from General Fund)  
Expenditures: \$171,500 (Proposed FY 2023-24 Budget SLD 81-1 Fund)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-27, a Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report for Fiscal Year 2023-24 for the continuation of the annual assessments for Street Lighting District No. 81-1; and
- 2) Adopt Resolution R-2023-28, a Resolution of the City Council of the City of Placentia, California, declaring its intention to provide for an annual levy and collection of assessments for certain maintenance within an existing district, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting a time and place for public hearing thereon.

1.e. **Professional Services Agreement with HdL, Coren & Cone for Property Tax Consulting Services**

Fiscal Impact:

Expense: \$ 17,715 Annually plus hourly fees for as-needed Consulting Services  
Budgeted: Funding included in FY 2023-24 Proposed Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with HdL, Coren and Cone for Property Tax Management, Information and Audit Services for a five-year term ending June 30, 2027; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

1.f. **Agreement for Grant Writing and Legislative Advocacy Services with Townsend Public Affairs, Inc.**

Fiscal Impact:

Expense: \$66,000 FY 2024-25 Legislative (101001-6001)  
\$72,000 FY 2025-26 Legislative (101001-6001)  
\$78,000 FY 2026-27 Legislative (101001-6001)

Recommended Action: It is recommended that the City Council:

- 1) Approve Professional Services Agreement with Townsend Public Affairs, Inc. for Grant Writing and Legislative Advocacy Services; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.g. **Award of Contract to Nieves Landscaping, Inc., for the Urban Forest Tree Planting Project, City Project No 1306**

Fiscal Impact:

Expense: \$ 81,618.00 Contract Amount  
Budgeted: \$120,000.00 FY 2023-24 CIP Budget (841306-6740)

Recommended Action: It is recommended that the City Council:

- 1) Award a Public Works Agreement with Nieves Landscaping Inc., for the Urban Forest Tree Planting Project in an amount not-to-exceed \$81,618; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% or \$8,161 of the contract not-to-exceed amount; and
- 3) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.h. **Software Agreement with Kronos SaasHR, Inc. for a Workforce Management System**

Fiscal Impact:

Expense: \$13,387 One-time implementation fee, \$63,250 annual software license fee  
Budgeted: Human Resources 101523-6136

Recommended Action: It is recommended that the City Council:

- 1) Approve the software agreement with Kronos SaasHR, Inc. for a workforce management system.
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

**2. PUBLIC HEARINGS:** None

**3. REGULAR AGENDA:**

3.a. **Approval of Plans & Specifications and Award of Construction Contract to Legion Contractors, Inc., for the Parque Del Arroyo Verde Renovation Project, City Project No. 7902**

Fiscal Impact:

Expense: \$2,667,956.64 Total Construction Cost  
\$2,286,378.76 Construction Contract Amount  
\$ 228,637.88 Construction Contingency Amount  
\$ 152,940.00 Construction Management/Inspection Costs  
Budget: \$2,670,236.80 FY 2022-23 CIP Budget  
\$1,316,859.76 Park & Rec Impact Fee (637902-6760)  
\$ 828,060.77 Measure U (797902-6760)  
\$ 525,316.27 City Quimby In-Lieu Fee (697902-6760)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Engineering Plans and Specifications prepared by David Volz Design for the Parque Del Arroyo Verde Renovation Project, City Project No. 7902; and
- 2) Approve a Public Works Agreement with Legion Contractors, Inc., for the Parque Del Arroyo Verde Renovation Project in the amount of \$2,286,378.76; and
- 3) Reject all other bids received and authorize the return of the bid bonds; and
- 4) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$228,637.88, for a total construction contract not-to-exceed amount of \$2,515,016.64; and
- 5) Approve Resolution No. R-2023-29, 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
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

3.b. **Study Session: Santa Fe Avenue Street Closure On-Street Parking Review**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file this report; and
- 2) Select one of the options as the preferred on-street parking option; and
- 3) Direct Staff to implement the final option.

**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, May 16, 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:

- TOD CFD 2018-01 Resolution for Annual Assessment
- Public Safety CFD 2014-01 Resolution for Annual Assessment
- Award of Maintenance Contract for Pool and Fountain Maintenance Services
- Award of Maintenance Contract for Median and Parkway Landscape Services
- PSA: City Hall and Police Station Modernization Project
- Specific Plan 2022-01, DPR 2022-04 and TTM 19250 (Toll Brothers)
- Review of the Annual General Fund Operating Budget, CIP, and Position Allocation Plan for FY 2023-24
- First Reading of Ordinance 2023-02 requiring electronic and paperless filing of FPPC Campaign Disclosure Statements and Statement of Economic Interest

**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 May 2, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on April 27, 2023.

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Carole M. Wayman  
Deputy City Clerk

**City of Placentia**  
**Check Register**  
For 05/02/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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**Grand Total:** 4,158,491.97

Check Totals by ID

AP	4,158,491.97
EP	0.00
IP	0.00
OP	0.00

**Void Total:** 47,164.09

**Check Total:** 4,111,327.88

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	798,658.36
117-Measure U Fund (0079)	268,447.15
205-State Gas Tax (0017)	9,682.92
208-Secssr Agncy Ref Oblg (0054)	1,307.41
211-PEG Fund (0058)	351.69
225-Asset Seizure (0021)	1,073.08
231-Placentia Reg Nav Cent(0078)	137,333.33
243-City Quimby In Lieu Fee (0069)	383.82
249-TOD District CFD (0080)	60.33
260-Street Lighting Distret (0028)	47,933.84
265-Landscape Maintenance (0029)	22,624.97
270-CDBG Fund (0030)	91,829.10
275-Sewer Maintenance (0048)	30,578.52
280-Misc Grants Fund (0050)	69,058.17
282-CalRecycle Grant (0083)	143.58
283-County Annexation (0084)	405.96
302-Public Financing Autho(0082)	2,500,634.19
501-Refuse Administration (0037)	730.64
601-Employee Health & Wfire (0039)	13,526.26
605-Risk Management (0040)	110,458.56
701-Special Deposits (0044)	6,106.00

**Check Total:** 4,111,327.88

**1.b.**  
**May 2, 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 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	CARPENTER ROTHANS & V012176	NOV LITIGATION FEE	404582-6006 Litigation	AP041023	1,968.00	42646		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	DEC PROFESSIONAL SERVICE	404582-6006 Litigation	AP041023	14,935.85	42647		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	DEC LITIGATION FEES	404582-6006 Litigation	AP041023	1,927.00	42648		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	DEC LITIGATION FEE	404582-6006 Litigation	AP041023	287.00	42918		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	JAN PROFESSIONAL SERVICE	404582-6006 Litigation	AP041023	2,902.75	42919		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	JAN LITIGATION FEES	404582-6006 Litigation	AP041023	2,396.76	42920		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	JAN LITIGATION FEE	404582-6006 Litigation	AP041023	1,004.50	43096		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	FEB PROFESSIONAL SERVICE	404582-6006 Litigation	AP041023	6,213.05	43097		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	FEB LITIGATION FEES	404582-6006 Litigation	AP041023	1,359.28	43098		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	MAR LITIGATION SERVICE	404582-6006 Litigation	AP041023	8,553.75	43310		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	MAR PROFESSIONAL SERVICE	404582-6006 Litigation	AP041023	913.41	43311		00126743	04/13/2023
RV	CARPENTER ROTHANS & V012176	MAR LITIGATION FEES	404582-6006 Litigation	AP041023	2,009.00	43312		00126743	04/13/2023
				<b>Check Total:</b>	<b>44,470.35</b>				
RV	HOME DEPOT CREDIT V000478	TOMAHAWK POWER GRINDER	103655-6840 Machinery & Equipment	AP041023	2,693.74	040523	P12830	00126758	04/13/2023
				<b>Check Total:</b>	<b>2,693.74</b>				

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Type Total:</b>	47,164.09				
				<b>Void Total:</b>	47,164.09				

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMAZON CAPITAL SERVICES V012336	PR HEALTH & WELLNESS SUPPLIES	09595-6999 Other Expenditure	AP041023	309.51	17YN1-N6R9-		00126732	04/13/2023
MW OH	AMAZON CAPITAL SERVICES V012336	GENUINE OEM EPSON LAMP	581573-6399 Other Supplies	AP041023	351.69	1NTP-RVJH-		00126732	04/13/2023
MW OH	AMAZON CAPITAL SERVICES V012336	HIGH SPEED HDMI CABLES	101523-6840 Machinery & Equipment	AP041023	135.52	1TF9-PLR7-		00126732	04/13/2023
<b>Check Total:</b>					<b>796.72</b>				
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	101.75	23-0202-24556	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0202-24557	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0204-24648	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0205-24664	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0209-24808	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0209-24812	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0213-24904	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0218-25119	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0223-25266	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0224-25312	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0224-25315	P12740	00126733	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	101.75	23-0225-25384	P12740	00126733	04/13/2023
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SVS	103047-6181 Towing Services	AP041023	185.00	23-0226-25404	P12740	00126733	04/13/2023
					<b>Check Total:</b>	<b>2,238.50</b>			
MW OH	AT & T V008736	3/27-4/26 POWELL BLDG INTERNET	109595-6215 Telephone/Internet	AP041023	73.48	APRIL 2023		00126734	04/13/2023
					<b>Check Total:</b>	<b>73.48</b>			
MW OH	AUDI NORTH OC V012263	MAR- VEHICLE REBATE PROGRAM	102534-6363 Resident Vehicle Rebate Prog	AP041023	1,000.00	MARCH 2023		00126735	04/13/2023
					<b>Check Total:</b>	<b>1,000.00</b>			
MW OH	BALLOONS PLUS V011001	EASTER EGGCITEMENT BALLONS	104071-6301 Special Department Expenses	AP041023	401.25	1233		00126736	04/13/2023
					<b>Check Total:</b>	<b>401.25</b>			
MW OH	BRENNAN ESTIMATING V011259	APR FIRE AND SECURITY ALARM	103654-6127 Alarm Monitoring	AP041023	360.00	9919	P12660	00126737	04/13/2023
					<b>Check Total:</b>	<b>360.00</b>			
MW OH	CALIFORNIA FORENSIC V000232	MAR PD BLOOD DRAWS	103040-6055 Medical Services	AP041023	378.00	2236	P12498	00126738	04/13/2023
					<b>Check Total:</b>	<b>378.00</b>			
MW OH	CALIFORNIA MARKETING V009347	YOUTH BASKETBALL COACHING	104071-6301 / 79376-6301 Special Department Expenses	AP041023	646.30	91858		00126739	04/13/2023
					<b>Check Total:</b>	<b>646.30</b>			
MW OH	CALIFORNIA STATE V006510	JUL CSUF PD REIMB IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP041023	561.63	22-476		00126740	04/13/2023
MW OH	CALIFORNIA STATE V006510	JUL CSUF PD REIMB IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP041023	527.50	22-482		00126740	04/13/2023
MW OH	CALIFORNIA STATE	JUL CSUF PD REIMB IMPOUND FEES	103047-6183	AP041023	1,217.50	22-483		00126740	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006510		CSUF PD Reimburse Impound Fees						
MW OH	CALIFORNIA STATE V006510	JUL CSUF PD REIMB IMPOUND FEES	103047-6183	AP041023	55.00	22-499		00126740	04/13/2023
			CSUF PD Reimburse Impound Fees						
MW OH	CALIFORNIA STATE V006510	JUL CSUF PD REIMB IMPOUND FEES	103047-6183	AP041023	527.50	22-503		00126740	04/13/2023
			CSUF PD Reimburse Impound Fees						
MW OH	CALIFORNIA STATE V006510	JUL CSUF PD REIMB IMPOUND FEES	103047-6183	AP041023	161.62	22-506		00126740	04/13/2023
			CSUF PD Reimburse Impound Fees						
<b>Check Total:</b>					<b>3,050.75</b>				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301	AP041023	419.37	73589365	P12556	00126741	04/13/2023
			Special Department Expenses						
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301	AP041023	419.37	73591725	P12556	00126741	04/13/2023
			Special Department Expenses						
<b>Check Total:</b>					<b>838.74</b>				
MW OH	CARL WARREN & CO V008011	MAR PROFESIONAL SVS	404582-6025	AP041023	1,661.00	CWC-2030679		00126742	04/13/2023
			Third Party Administration						
<b>Check Total:</b>					<b>1,661.00</b>				
MW OH	CHARTER COMMUNICATIONS V004450	3-21-4/20 PSC/EOC SPECTRUM SVS	109595-6215	AP041023	717.92	0034466032623		00126744	04/13/2023
			Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS V004450	3-25-4/24 CH FIBER LINE	109595-6215	AP041023	1,251.44	0347700032523		00126744	04/13/2023
			Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS V004450	3-25-4/24 WHITTEN CTR INTERNET	109595-6215	AP041023	648.47	0347726032523		00126744	04/13/2023
			Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS V004450	3-26-4/26 PW YARD INTERNET SVS	109595-6215	AP041023	648.47	0347858032623		00126744	04/13/2023
			Telephone/Internet						
<b>Check Total:</b>					<b>3,266.30</b>				
MW OH	COLLINS + COLLINS LLP V011980	FEB LITIGATION SERVICE	404582-6006	AP041023	7,584.00	4356500		00126745	04/13/2023
			Litigation						
MW OH	COLLINS + COLLINS LLP	FEB PROFESSIONAL SVS	404582-6006	AP041023	3,142.00	4356506		00126745	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V011980		Litigation					
				<b>Check Total:</b>	<b>10,726.00</b>			
MW OH	COMMERCIAL AQUATIC V005203	MAR GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP041023	1,265.00 877763	P12490	00126746	04/13/2023
MW OH	COMMERCIAL AQUATIC V005203	MAR GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP041023	1,265.00 877764	P12490	00126746	04/13/2023
MW OH	COMMERCIAL AQUATIC V005203	MAR FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP041023	402.96 877765	P12490	00126746	04/13/2023
MW OH	COMMERCIAL AQUATIC V005203	MAR FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP041023	287.04 877765	P12490	00126746	04/13/2023
				<b>Check Total:</b>	<b>3,220.00</b>			
MW OH	DENNIS GRUBB & V012137	FD INSPECTION & PLAN CHECK SVS	103066-6290 Dept. Contract Services	AP041023	11,150.00 3020	P12571	00126747	04/13/2023
				<b>Check Total:</b>	<b>11,150.00</b>			
MW OH	DJE SOUND & LIGHTING V011877	INCTREE LIGHTING SOUND SVS	104071-6099 / 79394-6099 Professional Services	AP041023	2,290.56 INV-00362	P12628	00126748	04/13/2023
				<b>Check Total:</b>	<b>2,290.56</b>			
MW OH	ESPEJEL, ALISSON V012519	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP041023	150.00 2003435.002		00126749	04/13/2023
				<b>Check Total:</b>	<b>150.00</b>			
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	9.50 102-184506	P12506	00126750	04/13/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	133.83 102-184552	P12506	00126750	04/13/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	121.11 102-184683	P12506	00126750	04/13/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	220.54 102-184697	P12506	00126750	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	90.23	102-185388	P12506	00126750	04/13/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	123.94	102-185496	P12506	00126750	04/13/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	71.10	12-5187889	P12506	00126750	04/13/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	18.75	12-5187891	P12506	00126750	04/13/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	5.25	12-5200462	P12506	00126750	04/13/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041023	51.78	12-5202511	P12506	00126750	04/13/2023
<b>Check Total:</b>					<b>846.03</b>				
MW OH	FIREMASTER V000409	ANN FIRE EXTINGUISHER MAINT	103658-6301 Special Department Expenses	AP041023	1,276.84	0001057816		00126751	04/13/2023
<b>Check Total:</b>					<b>1,276.84</b>				
MW OH	FM THOMAS AIR V010634	3/13 HVACSERVICE	103654-6290 Dept. Contract Services	AP041023	287.73	45027	P12468	00126752	04/13/2023
MW OH	FM THOMAS AIR V010634	QUARTERLY HVAC MAINT	103654-6290 Dept. Contract Services	AP041023	3,742.00	45033	P12468	00126752	04/13/2023
<b>Check Total:</b>					<b>4,029.73</b>				
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP041023	96.96	023920883		00126753	04/13/2023
<b>Check Total:</b>					<b>96.96</b>				
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	109595-6335 Water	AP041023	8,650.65	040423		00126754	04/13/2023
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	109595-6335 / 21010-6335 Water	AP041023	499.46	040423		00126754	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	296561-6335 Water	AP041023	3,547.24 040423		00126754	04/13/2023
					<b>Check Total:</b>	<b>12,697.35</b>		
MW OH	GST V009410	JAN PROFESSIONAL SVS	101523-6290 Dept. Contract Services	AP041023	20,475.00 INV85697	P12788	00126755	04/13/2023
MW OH	GST V009410	MAR PROFESSIONAL SVS	101523-6290 Dept. Contract Services	AP041023	20,475.00 INV87611	P12788	00126755	04/13/2023
					<b>Check Total:</b>	<b>40,950.00</b>		
MW OH	HF&H CONSULTANTS LLC V010575	FEB SOLID WASTE BENCHMARK ST	103550-6099 Professional Services	AP041023	2,257.00 9720038	P12802	00126756	04/13/2023
					<b>Check Total:</b>	<b>2,257.00</b>		
MW OH	HINDERLITER DE LLAMAS & Q-3 - TRANSACTION TAX SVS V000465		102020-6099 Professional Services	AP041023	377.88 SIN026580	P12593	00126757	04/13/2023
					<b>Check Total:</b>	<b>377.88</b>		
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0010-2131 Employer PARS/ARS Payable	AP041023	773.22 PR2301007		00126759	04/13/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0010-2131 Employer PARS/ARS Payable	AP041023	872.02 PR2301007		00126759	04/13/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0010-2131 Employer PARS/ARS Payable	AP041023	638.87 PR2301007		00126759	04/13/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0029-2131 Employer PARS/ARS Payable	AP041023	17.77 PR2301007		00126759	04/13/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0037-2131 Employer PARS/ARS Payable	AP041023	215.64 PR2301007		00126759	04/13/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0037-2131 Employer PARS/ARS Payable	AP041023	73.54 PR2301007		00126759	04/13/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0048-2131 Employer PARS/ARS Payable	AP041023	102.57 PR2301007		00126759	04/13/2023

**City of Placentia  
Check Register  
For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0048-2131 Employer PARS/ARS Payable	AP041023	52.53	PR2301007		00126759	04/13/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0054-2131 Employer PARS/ARS Payable	AP041023	52.53	PR2301007		00126759	04/13/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT PE 4/1 PD 4/7	0054-2131 Employer PARS/ARS Payable	AP041023	4.50	PR2301007		00126759	04/13/2023
<b>Check Total:</b>					<b>2,803.19</b>				
MW OH	JONES & MAYER V009822	FEB PROFESSIONAL SERVICES	101005-6006 Litigation	AP041023	134.06	114884		00126760	04/13/2023
MW OH	JONES & MAYER V009822	FEB PROFESSIONAL SERVICES	101005-6006 Litigation	AP041023	290.47	114885		00126760	04/13/2023
MW OH	JONES & MAYER V009822	FEB PROFESSIONAL SERVICES	101005-6006 Litigation	AP041023	2,430.00	114889		00126760	04/13/2023
MW OH	JONES & MAYER V009822	FEB PROFESSIONAL SERVICES	101005-6006 Litigation	AP041023	499.58	114890		00126760	04/13/2023
MW OH	JONES & MAYER V009822	FEB PROFESSIONAL SERVICES	101005-6006 Litigation	AP041023	186.73	114897		00126760	04/13/2023
MW OH	JONES & MAYER V009822	FEB PROFESSIONAL SERVICES	101005-6006 Litigation	AP041023	558.59	114898		00126760	04/13/2023
MW OH	JONES & MAYER V009822	FEB PROFESSIONAL SERVICES	101005-6006 Litigation	AP041023	8,398.21	114899		00126760	04/13/2023
MW OH	JONES & MAYER V009822	FEB PROFESSIONAL SERVICES	101005-6006 Litigation	AP041023	1,027.82	114900		00126760	04/13/2023
MW OH	JONES & MAYER V009822	FEB PROFESSIONAL SERVICES	101005-6006 Litigation	AP041023	22,858.44	115071		00126760	04/13/2023
<b>Check Total:</b>					<b>36,383.90</b>				
MW OH	KEN GRODY FORD V012265	2022 F-250 UTILITY TRUCK	798304-6842 Vehicles	AP041023	62,605.25	5775	P12811	00126761	04/13/2023
MW OH	KEN GRODY FORD	2022 F-250 UTILITY TRUCK	798304-6842	AP041023	62,605.25	6726	P12811	00126761	04/13/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

Page: 9

04/26/2023 :Date  
12:42:44 :Time

**City of Placentia  
Check Register  
For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V012265		Vehicles					
				<b>Check Total:</b>	<b>125,210.50</b>			
MW OH	KOA HILLS CONSULTING LLC V011519	28-30 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP041023	218.75 9764	P12541	00126762	04/13/2023
MW OH	KOA HILLS CONSULTING LLC V011519	16-31 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP041023	2,975.00 9765	P12541	00126762	04/13/2023
				<b>Check Total:</b>	<b>3,193.75</b>			
MW OH	KOSMONT TRANSACTIONS V011935	MAR PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP041023	2,996.93 2201.6-0013	P12532	00126763	04/13/2023
				<b>Check Total:</b>	<b>2,996.93</b>			
MW OH	LEFTA SYSTEMS V012497	FTO TRAINING SOFT SUBSCRIPTION	103041-6136 Software Maintenance	AP041023	579.00 INV-001679		00126764	04/13/2023
MW OH	LEFTA SYSTEMS V012497	FTO TRAINING SOFT SUBSCRIPTION	503040-6136 / 233005-6136 Software Maintenance	AP041023	12,515.00 INV-001679		00126764	04/13/2023
				<b>Check Total:</b>	<b>13,094.00</b>			
MW OH	LEHR AUTO V009930	FD VEHICLE RETROFIT	103066-6134 Vehicle Repair & Maintenance	AP041023	2,789.03 SI85509	P12833	00126765	04/13/2023
				<b>Check Total:</b>	<b>2,789.03</b>			
MW OH	LIEBERT CASSIDY V000597	LITIGATION FEES	101005-6006 Litigation	AP041023	748.00 212658		00126766	04/13/2023
MW OH	LIEBERT CASSIDY V000597	LITIGATION FEES	101005-6006 Litigation	AP041023	899.00 217990		00126766	04/13/2023
MW OH	LIEBERT CASSIDY V000597	LITIGATION FEES	101005-6006 Litigation	AP041023	483.00 230847		00126766	04/13/2023
MW OH	LIEBERT CASSIDY V000597	LITIGATION FEES	101005-6006 Litigation	AP041023	227.50 237192		00126766	04/13/2023
				<b>Check Total:</b>	<b>2,357.50</b>			
MW OH	LOENGREEN INC	FEB CONSTRUCTION SERVICES	302535-6401 / 232501-6401	AP041023	50,196.10 INV-1	P12837	00126767	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012515		Community Programs						
MW OH	LOENGREEN INC V012515	MAR CONSTRUCTION SERVICES	302535-6401 / 232501-6401 Community Programs	AP041023	41,633.00	INV-2	P12837	00126767	04/13/2023
				<b>Check Total:</b>	<b>91,829.10</b>				
MW OH	LYNCH EMS V011542	APR EMT SERVICES	101516-6290 Dept. Contract Services	AP041023	86,198.12	23-794	P12477	00126768	04/13/2023
				<b>Check Total:</b>	<b>86,198.12</b>				
MW OH	MARIN CONSULTING V003507	PD LEADERSHIP & ACCOUNTAB REG	13041-6250 Staff Training	AP041023	250.00	CONNELL04102		00126769	04/13/2023
				<b>Check Total:</b>	<b>250.00</b>				
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP041023	6,040.63	101942	P12471	00126770	04/13/2023
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR LANDSCAPE MAINT	173555-6115 Landscaping	AP041023	9,142.92	101942	P12471	00126770	04/13/2023
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP041023	1,655.06	101942	P12471	00126770	04/13/2023
MW OH	MARIPOSA LANDSCAPES INC V000647	MAR LANDSCAPE MAINT	103655-6115 Landscaping	AP041023	4,174.89	101942	P12471	00126770	04/13/2023
				<b>Check Total:</b>	<b>21,013.50</b>				
MW OH	MARISCAL, MONICA V012517	GFOA '23 TRAVEL EXPENSES	102020-6235 Travel	AP041023	374.00	040523MM		00126771	04/13/2023
MW OH	MARISCAL, MONICA V012517	GFOA '23 TRAVEL EXPENSES	102020-6240 Mileage Reimbursement	AP041023	25.81	040523MM		00126771	04/13/2023
				<b>Check Total:</b>	<b>399.81</b>				
MW OH	MARTIN, ARMANDO V011735	MAR ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP041023	600.00	0001936	P12515	00126772	04/13/2023
				<b>Check Total:</b>	<b>600.00</b>				
MW OH	ORANGE COUNTY	OCEA PE 4/1 PD 4/7	0079-2176	AP041023	5.55	PR2301007		00126773	04/13/2023

**City of Placentia  
Check Register  
For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	OCEA PE 4/1 PD 4/7	0054-2176 PCEA/OCEA Assoc Dues	AP041023	0.35	PR2301007		00126773	04/13/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 4/1 PD 4/7	0048-2176 PCEA/OCEA Assoc Dues	AP041023	12.67	PR2301007		00126773	04/13/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 4/1 PD 4/7	0037-2176 PCEA/OCEA Assoc Dues	AP041023	14.10	PR2301007		00126773	04/13/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 4/1 PD 4/7	0029-2176 PCEA/OCEA Assoc Dues	AP041023	7.79	PR2301007		00126773	04/13/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 4/1 PD 4/7	0010-2176 PCEA/OCEA Assoc Dues	AP041023	456.19	PR2301007		00126773	04/13/2023
				<b>Check Total:</b>	<b>496.65</b>				
MW OH	ORANGE COUNTY V007306	3Q ANIMAL SHELTER	103045-6130 Repair & Maint/Facilities	AP041023	15,497.88	AC2390060	P12620	00126774	04/13/2023
				<b>Check Total:</b>	<b>15,497.88</b>				
MW OH	PARKHOUSE TIRE INC V004472	TIRES FOR CITY VEHICLES	103658-6134 Vehicle Repair & Maintenance	AP041023	603.86	1020267514	P12758	00126775	04/13/2023
				<b>Check Total:</b>	<b>603.86</b>				
MW OH	PBK-WLC ARCHITECTS V012022	MAR PSC DESIGN SERVICES	105213-6850 Building & Facilities	AP041023	22,950.00	000000000017	P12649	00126776	04/13/2023
				<b>Check Total:</b>	<b>22,950.00</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE 4/1 PD 4/7	0079-2176 PCEA/OCEA Assoc Dues	AP041023	0.48	PR2301007		00126777	04/13/2023
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE 4/1 PD 4/7	0054-2176 PCEA/OCEA Assoc Dues	AP041023	0.03	PR2301007		00126777	04/13/2023
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE 4/1 PD 4/7	0048-2176 PCEA/OCEA Assoc Dues	AP041023	1.09	PR2301007		00126777	04/13/2023
MW OH	PCEA C/O NORTH ORANGE V000679	OCEA PE 4/1 PD 4/7	0037-2176	AP041023	1.22	PR2301007		00126777	04/13/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

**City of Placentia  
Check Register  
For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 4/1 PD 4/7	0029-2176 PCEA/OCEA Assoc Dues	AP041023	0.68	PR2301007		00126777	04/13/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 4/1 PD 4/7	0010-2176 PCEA/OCEA Assoc Dues	AP041023	39.50	PR2301007		00126777	04/13/2023
				<b>Check Total:</b>	<b>43.00</b>				
MW OH	PERRY, BRIAN V002942	TRAVEL EXPENSES	213041-6250 Staff Training	AP041023	48.00	PERRY041123		00126778	04/13/2023
				<b>Check Total:</b>	<b>48.00</b>				
MW OH	PUBLIC AGENCY TRAINING V012516	GRANT PROPOSAL WRITING REG	213041-6250 Staff Training	AP041023	425.00	KNUTSON04102		00126779	04/13/2023
				<b>Check Total:</b>	<b>425.00</b>				
MW OH	RING CENTRAL INC V012026	APR PHONE SVS	101523-6136 Software Maintenance	AP041023	7,535.71	CD_000564579	P12789	00126780	04/13/2023
				<b>Check Total:</b>	<b>7,535.71</b>				
MW OH	SECO ELECTRIC & LIGHTING V010182	POLICE CHIEF CONF ROOM REPAIRS	795301-6850 Building & Facilities	AP041023	1,085.90	7902		00126781	04/13/2023
				<b>Check Total:</b>	<b>1,085.90</b>				
MW OH	SHADER, RHONDA V010255	TRAVEL EXPENSE REIMBURSEMENT	101001-6245 Meetings & Conferences	AP041023	395.00	032023A		00126782	04/13/2023
				<b>Check Total:</b>	<b>395.00</b>				
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	109595-6330 Electricity	AP041023	18,556.51	040323		00126783	04/13/2023
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP041023	79.42	040323		00126783	04/13/2023
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP041023	695.79	040323		00126783	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>19,331.72</b>				
MW OH	SPARKLETTS V000967	SENIOR CTR- COFFEE/WATER SVS	109595-6301 Special Department Expenses	AP041023	280.25	14974536 032923		00126784	04/13/2023
MW OH	SPARKLETTS V000967	MAR CH WATER/COFFEE SERVICE	109595-6301 Special Department Expenses	AP041023	3,274.55	4106122 031723		00126784	04/13/2023
				<b>Check Total:</b>	<b>3,554.80</b>				
MW OH	STERICYCLE V000905	MAR SHREDDING SERVICE	374386-6299 Other Purchased Services	AP041023	426.14	8003690613		00126785	04/13/2023
MW OH	STERICYCLE V000905	PD SHEREDDING SERVICE	103040-6299 Other Purchased Services	AP041023	1,520.00	8003690614		00126785	04/13/2023
				<b>Check Total:</b>	<b>1,946.14</b>				
MW OH	THOMSON REUTERS - WEST PD APR SOFTWARE SUBSCRIPTION V009649		103042-6290 Dept. Contract Services	AP041023	378.22	848091022		00126786	04/13/2023
				<b>Check Total:</b>	<b>378.22</b>				
MW OH	TOWNSEND PUBLIC AFFAIRS APR ADVOCACY SERVICES V004165		101001-6001 Management Consulting Services	AP041023	5,000.00	19770	P12495	00126787	04/13/2023
				<b>Check Total:</b>	<b>5,000.00</b>				
MW OH	TRANSTECH ENGINEERS INC FEB ENGINEERING DESIGN SVS V011220		501301-6740 Infrastructure - Streets	AP041023	42,205.60	10231973R	P12631	00126788	04/13/2023
MW OH	TRANSTECH ENGINEERS INC FEB ENGINEERING DESIGN SVS V011220		791301-6740 Infrastructure - Streets	AP041023	10,551.40	10231973R	P12631	00126788	04/13/2023
				<b>Check Total:</b>	<b>52,757.00</b>				
MW OH	TRILLIUM CNG (1720) V007952	MAR CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP041023	209.35	23458804		00126789	04/13/2023
				<b>Check Total:</b>	<b>209.35</b>				
MW OH	UNDERGROUND SERVICE V010637	MAR DIG ALERT FEES	484356-6301 Special Department Expenses	AP041023	61.15	22-2303487		00126790	04/13/2023
MW OH	UNDERGROUND SERVICE	MAR DIG ALERT SERVICE	484356-6301	AP041023	277.75	320230542		00126790	04/13/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

Page: 14

04/26/2023 :Date  
12:42:44 :Time

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010637		Special Department Expenses						
				<b>Check Total:</b>	<b>338.90</b>				
MW OH	UNITED STATES POSTAL V001085	BULK MAILING - PERMIT # 26	104070-6325 Postage	AP041023	10,000.00	03082023	P12834	00126791	04/13/2023
				<b>Check Total:</b>	<b>10,000.00</b>				
MW OH	US BANK PARS #6746022400 V008781	PARS PE 4/1 PD 4/7	0010-2131 Employer PARS/ARS Payable	AP041023	1,657.07	PR2301007		00126792	04/13/2023
MW OH	US BANK PARS #6746022400 V008781	PARS PE 4/1 PD 4/7	0010-2126 Employee PARS/ARS W/H	AP041023	1,657.07	PR2301007		00126792	04/13/2023
				<b>Check Total:</b>	<b>3,314.14</b>				
MW OH	US BANK ST PAUL V010025	DEBIT SERVICE PAYMENT	0082-1150 Cash w/Fiscal Agent	AP041023	2,499,384.19	2265466		00126793	04/13/2023
				<b>Check Total:</b>	<b>2,499,384.19</b>				
MW OH	V & V MANUFACTURING INC V010393	INGD BADGES	103066-6360 Uniforms	AP041023	190.02	55892		00126794	04/13/2023
				<b>Check Total:</b>	<b>190.02</b>				
MW OH	WELLS FARGO VENDOR FIN V010076	FIN4/14-5/13 COPIER LEASE	109595-6175 Office Equipment Rental	AP041023	188.36	5024504281		00126795	04/13/2023
				<b>Check Total:</b>	<b>188.36</b>				
MW OH	ZHOU, BING V012002	6/7-8 TRAFFIC SURVEYING SVS	103550-6099 Professional Services	AP041023	100.00	SC0278A		00126796	04/13/2023
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	ALLIANCE BUSINESS V011660	APR FD INTERNET SERVICE	109595-6215 Telephone/Internet	AP041723	1,393.37	2485394		00126797	04/20/2023
				<b>Check Total:</b>	<b>1,393.37</b>				
MW OH	ALTA LANGUAGE SERVICES V010194	SMAR TESTING	101512-6099 Professional Services	AP041723	55.00	IS645562		00126798	04/20/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>55.00</b>			
MW OH	AMAZON CAPITAL SERVICES V012336	CLEANING SUPPLIES	103066-6301 Special Department Expenses	AP041723	628.16	16G4-M41T-		00126799	04/20/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP041723	75.47	16RQ-TGK7-		00126799	04/20/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP041723	6.83	16TM-LWY7-		00126799	04/20/2023
MW OH	AMAZON CAPITAL SERVICES V012336	WARDSTOCK/OFFICE SUPPLIES	103065-6315 Office Supplies	AP041723	54.16	1LVR-WPYP-		00126799	04/20/2023
MW OH	AMAZON CAPITAL SERVICES V012336	IR OFFICE SUPPLIES	101512-6315 Office Supplies	AP041723	78.13	1LXD-1WCK-		00126799	04/20/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PAD SCREEN PROTECTOR	103066-6315 Office Supplies	AP041723	29.22	1XLV-N17F-		00126799	04/20/2023
MW OH	AMAZON CAPITAL SERVICES V012336	DUAL TRASH CONTAINERS	833593-6301 Special Department Expenses	AP041723	143.58	1CRX-JHV6-	P12822	00126799	04/20/2023
					<b>Check Total:</b>	<b>1,015.55</b>			
MW OH	AMERICAN OFFICE V009212	ADMIN OFFICE FURNITURE	103654-6855 Furniture & Fixtures	AP041723	957.00	13738A		00126800	04/20/2023
					<b>Check Total:</b>	<b>957.00</b>			
MW OH	AT & T V008736	FD1 4/2-5/1 INTERNET SERVICE	109595-6215 Telephone/Internet	AP041723	63.49	FD1 APRIL 23		00126801	04/20/2023
					<b>Check Total:</b>	<b>63.49</b>			
MW OH	AT & T V008736	4/1-4/30 PD YARD INTERNET	109595-6215 Telephone/Internet	AP041723	53.50	APRIL 2023 PD		00126802	04/20/2023
					<b>Check Total:</b>	<b>53.50</b>			
MW OH	AT & T MOBILITY V008709	3/8-4/7 IPAD INTERNET SERVICE	109595-6215 Telephone/Internet	AP041723	591.19	X02152023		00126803	04/20/2023
MW OH	AT & T MOBILITY	4/8-5/7 IPAD INTERNET CHARGES	109595-6215	AP041723	591.19	X03152023		00126803	04/20/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

Page: 16

04/26/2023 :Date  
12:42:44 :Time

**City of Placentia  
Check Register  
For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V008709		Telephone/Internet					
				<b>Check Total:</b>	<b>1,182.38</b>			
MW OH	AT&T V004144	MAR-APR PHONE CHARGES	109595-6215 Telephone/Internet	AP041723	2,427.10 041123		00126804	04/20/2023
MW OH	AT&T V004144	MAR-APR PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP041723	10.02 041123		00126804	04/20/2023
MW OH	AT&T V004144	MAR-APR PHONE CHARGES	296561-6215 Telephone/Internet	AP041723	145.27 041123		00126804	04/20/2023
				<b>Check Total:</b>	<b>2,582.39</b>			
MW OH	AT&T V007715	FD1 3/17-4/16 PHONE SERVICE	109595-6215 Telephone/Internet	AP041723	259.13 FD STA 1 APR		00126805	04/20/2023
MW OH	AT&T V007715	FD2 3/17-4/16 PHONE SERVICE	109595-6215 Telephone/Internet	AP041723	259.13 FD STA2 APRIL		00126805	04/20/2023
				<b>Check Total:</b>	<b>518.26</b>			
MW OH	AT&T MOBILITY V011025	3/1-31 CS PHONE SERVICE	109595-6215 Telephone/Internet	AP041723	84.84 X04082023		00126806	04/20/2023
				<b>Check Total:</b>	<b>84.84</b>			
MW OH	AT&T MOBILITY V011025	3/11-4/10 FIRSTNET SERVICE	109595-6215 Telephone/Internet	AP041723	1,641.96 21163328		00126807	04/20/2023
				<b>Check Total:</b>	<b>1,641.96</b>			
MW OH	AXIS GENERAL V011183	1/3 EMERGENCY REPAIR PUMP ST	103652-6099 Professional Services	AP041723	5,757.45 9442	P12745	00126808	04/20/2023
MW OH	AXIS GENERAL V011183	3/10 EMERGENCY REPAIR PUMP ST	103652-6099 Professional Services	AP041723	1,672.11 9567	P12745	00126808	04/20/2023
MW OH	AXIS GENERAL V011183	3/20 EMERGENCY REPAIR PUMP ST	103652-6099 Professional Services	AP041723	4,763.38 9579	P12745	00126808	04/20/2023
				<b>Check Total:</b>	<b>12,192.94</b>			
MW OH	B & M LAWN & GARDEN	PORTABLE GENERATOR	103655-6840	AP041723	1,897.68 589154		00126809	04/20/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

Page: 17

04/26/2023 :Date

12:42:44 :Time

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000127		Machinery & Equipment						
MW OH	B & M LAWN & GARDEN V000127	CR- RETURN	103655-6840 Machinery & Equipment	AP041723	-5.39	589155		00126809	04/20/2023
MW OH	B & M LAWN & GARDEN V000127	CR - RETURN	103655-6840 Machinery & Equipment	AP041723	-18.87	589156		00126809	04/20/2023
MW OH	B & M LAWN & GARDEN V000127	STARTER PULLEY KIT	103066-6137 Repair Maint/Equipment	AP041723	33.39	590852		00126809	04/20/2023
<b>Check Total:</b>					<b>1,906.81</b>				
MW OH	BLUE SCOPE CONSTRUCTION V012441	BUTLER BUILDING CONST	105213-6850 Building & Facilities	AP041723	28,085.40	22740-02	P12734	00126810	04/20/2023
<b>Check Total:</b>					<b>28,085.40</b>				
MW OH	BUREAU VERITAS NORTH V004481	ON CALL PLAN CHECK SERVICE	103551-6290 Dept. Contract Services	AP041723	1,050.00	RI 23002309		00126811	04/20/2023
<b>Check Total:</b>					<b>1,050.00</b>				
MW OH	CALIFORNIA DENTAL V008102	APR DENTAL INS PREMIUM	395000-4720 ISF Dental Ins Reimbursement	AP041723	793.38	APRIL 2023		00126812	04/20/2023
MW OH	CALIFORNIA DENTAL V008102	APR DENTAL INS PREMIUM	395083-5162 Dental Insurance Premiums	AP041723	126.33	APRIL 2023		00126812	04/20/2023
<b>Check Total:</b>					<b>919.71</b>				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP041723	514.87	73598733	P12556	00126813	04/20/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP041723	515.89	73598734	P12556	00126813	04/20/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP041723	518.94	73598735	P12556	00126813	04/20/2023
<b>Check Total:</b>					<b>1,549.70</b>				
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	1,968.00	42646A		00126814	04/20/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	14,935.85 42647A		00126814	04/20/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	1,927.00 42648A		00126814	04/20/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	287.00 42918A		00126814	04/20/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	2,902.75 42919A		00126814	04/20/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	2,396.76 42920A		00126814	04/20/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	1,004.50 43096A		00126814	04/20/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	6,213.05 43097A		00126814	04/20/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	1,359.28 43098A		00126814	04/20/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	913.41 43311A		00126814	04/20/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP041723	2,009.00 43312A		00126814	04/20/2023
					<b>Check Total:</b>	<b>35,916.60</b>		
MW OH	CHARTER COMMUNICATIONS V012060	81-30 GOMEZ CENTER INTERNET	109595-6215 Telephone/Internet	AP041723	139.99 12228860104012		00126815	04/20/2023
					<b>Check Total:</b>	<b>139.99</b>		
MW OH	CHAVEZ, MINERVA V010818	PERMIT CANCELLATION REFUND	104071-4385 Facility Rental	AP041723	200.00 2003454.002		00126816	04/20/2023
					<b>Check Total:</b>	<b>200.00</b>		
MW OH	CITY OF BREA	BUSINESS CARDS - PLANNING DEPT	102531-6315	AP041723	58.15 ASR0000202		00126817	04/20/2023

**City of Placentia  
Check Register  
For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000125		Office Supplies						
MW OH	CITY OF BREA V000125	CORRECTION NOTICES - BLGD DEPT	102532-6315 Office Supplies	AP041723	158.40	ASR0000202		00126817	04/20/2023
				<b>Check Total:</b>	<b>216.55</b>				
MW OH	CITY OF NEWPORT BEACH V011874	CPRS REGISTRATION	104070-6245 Meetings & Conferences	AP041723	240.00	04122023		00126818	04/20/2023
				<b>Check Total:</b>	<b>240.00</b>				
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP041723	500.34	12682		00126819	04/20/2023
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP041723	110.39	12687		00126819	04/20/2023
				<b>Check Total:</b>	<b>610.73</b>				
MW OH	COLANTUONO HIGHSMITH & V009754	MAR LEGAL SERVICES	101005-6005 Legal Services	AP041723	382.79	55677		00126820	04/20/2023
				<b>Check Total:</b>	<b>382.79</b>				
MW OH	COMLOCK V003166	DOOR KEYS	103654-6130 Repair & Maint/Facilities	AP041723	87.27	842410		00126821	04/20/2023
MW OH	COMLOCK V003166	DOOR REPAIR, KEYS	103654-6130 Repair & Maint/Facilities	AP041723	211.56	842460		00126821	04/20/2023
				<b>Check Total:</b>	<b>298.83</b>				
MW OH	DATA TICKET INC. V006119	MAR CODE CITATIONS PROCESSING	102533-6290 Dept. Contract Services	AP041723	1,259.18	149849		00126822	04/20/2023
				<b>Check Total:</b>	<b>1,259.18</b>				
MW OH	DELL MARKETING L.P. V000301	ADOBE PRO SUBSCRIPTIONS	101523-6136 Software Maintenance	AP041723	8,492.59	03-29-23		00126823	04/20/2023
				<b>Check Total:</b>	<b>8,492.59</b>				
MW OH	DENNIS GRUBB &	FD INSPECTIONS & PLAN CHECKS	103066-6290	AP041723	5,665.00	3081	P12571	00126824	04/20/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V012137		Dept. Contract Services					
MW OH	DENNIS GRUBB & V012137	4/4-13 FD INSPECTIONS	103066-6290 Dept. Contract Services	AP041723	3,600.00 3099	P12571	00126824	04/20/2023
				<b>Check Total:</b>	<b>9,265.00</b>			
MW OH	DIAMONDS SPORTS FIELD V011978	2/17, 3/24 FIELDS MAINTENANCE	104071-6130 Repair & Maint/Facilities	AP041723	900.00 6150	P12770	00126825	04/20/2023
				<b>Check Total:</b>	<b>900.00</b>			
MW OH	DISTINGUISHED PEST V003466	Q3 PEST CONTROL SVS	103654-6290 Dept. Contract Services	AP041723	1,945.00 17193	P12514	00126826	04/20/2023
				<b>Check Total:</b>	<b>1,945.00</b>			
MW OH	DUNN-EDWARDS CORP V000307	PAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041723	79.02 2058513741		00126827	04/20/2023
MW OH	DUNN-EDWARDS CORP V000307	PAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	AP041723	94.48 2058514413		00126827	04/20/2023
				<b>Check Total:</b>	<b>173.50</b>			
MW OH	ENVIRONMENTAL MOLD LLED1, FD2 - MOLD INSPECTION V012521		103654-6130 Repair & Maint/Facilities	AP041723	1,800.00 04032023		00126828	04/20/2023
				<b>Check Total:</b>	<b>1,800.00</b>			
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041723	120.95 102-1085703	P12506	00126829	04/20/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041723	70.68 102-185590	P12506	00126829	04/20/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041723	48.74 102-185684	P12506	00126829	04/20/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041723	45.47 102-185759	P12506	00126829	04/20/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041723	110.12 102-186090	P12506	00126829	04/20/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041723	22.63	102-186092	P12506	00126829	04/20/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041723	57.38	12-5219531	P12506	00126829	04/20/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP041723	43.10	12-5228154	P12506	00126829	04/20/2023
<b>Check Total:</b>					<b>519.07</b>				
MW OH	FIDELITY SECURITY LIFE V008132	MAR EYEMED VISION PREMIUM	395000-4740 ISF Employee Optical Costs	AP041723	2,774.02	165674404		00126830	04/20/2023
MW OH	FIDELITY SECURITY LIFE V008132	MAR EYEMED VISION PREMIUM	395083-5164 Optical Insurance Premiums	AP041723	1,141.53	165674404		00126830	04/20/2023
MW OH	FIDELITY SECURITY LIFE V008132	APR VISION INSURANCE PREMIUM	395083-5164 Optical Insurance Premiums	AP041723	1,141.53	165716119		00126830	04/20/2023
MW OH	FIDELITY SECURITY LIFE V008132	APR VISION INSURANCE PREMIUM	395000-4740 ISF Employee Optical Costs	AP041723	2,842.67	165716119		00126830	04/20/2023
<b>Check Total:</b>					<b>7,899.75</b>				
MW OH	FOSTER MORRISON V012475	MAR CONSULTING SERVICE	799203-6770 Infrastructure - Major Studies	AP041723	10,292.62	IN2-23-4001	P12787	00126831	04/20/2023
<b>Check Total:</b>					<b>10,292.62</b>				
MW OH	GOLDEN STATE WATER V000928	FEB-APR WATER CHARGES	109595-6335 Water	AP041723	5,780.39	041123		00126832	04/20/2023
MW OH	GOLDEN STATE WATER V000928	FEB-APR WATER CHARGES	296561-6335 Water	AP041723	665.23	041123		00126832	04/20/2023
<b>Check Total:</b>					<b>6,445.62</b>				
MW OH	GREAT WESTERN V010635	KOCH, GOLDENROD - AMENITIES	797205-6760 Infrastructure - Parks	AP041723	8,814.71	2207084	P12780	00126833	04/20/2023
MW OH	GREAT WESTERN V010635	KOCH, GOLDENROD - AMENITIES	797206-6760 Infrastructure - Parks	AP041723	6,729.78	2207084	P12780	00126833	04/20/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GREAT WESTERN V010635	KOCH, GOLDENROD - AMENITIES	797207-6760 Infrastructure - Parks	AP041723	22,496.12	2207084	P12780	00126833	04/20/2023
MW OH	GREAT WESTERN V010635	KOCH, GOLDENROD - AMENITIES	797208-6760 Infrastructure - Parks	AP041723	26,161.39	2207084	P12780	00126833	04/20/2023
					<b>Check Total:</b>	<b>64,202.00</b>			
MW OH	HOTSY OF SOUTHERN V004351	HIGH PRESSURE HOSE	103658-6301 Special Department Expenses	AP041723	214.42	10016743		00126834	04/20/2023
					<b>Check Total:</b>	<b>214.42</b>			
MW OH	HOUSTON & HARRIS PCS INC V010110	MAR SEWER CLEANING SVS	484356-6120 R & M/Sewer & Storm Drain	AP041723	30,070.76	23-25200	P12579	00126835	04/20/2023
					<b>Check Total:</b>	<b>30,070.76</b>			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP041723	915.94	0010087358-001	P12634	00126836	04/20/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP041723	135.91	0010125792-001	P12634	00126836	04/20/2023
					<b>Check Total:</b>	<b>1,051.85</b>			
MW OH	JACOB GREEN & ASSOCIATES V012276	MAR PROFESSIONAL COACHING SVS	09595-6999 Other Expenditure	AP041723	600.00	2248	P12719	00126837	04/20/2023
					<b>Check Total:</b>	<b>600.00</b>			
MW OH	KNUTSON, TERI V005254	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP041723	350.08	KNUTSON04102		00126838	04/20/2023
					<b>Check Total:</b>	<b>350.08</b>			
MW OH	KOA HILLS CONSULTING LLC V011519	3-7 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP041723	875.00	9789	P12541	00126839	04/20/2023
					<b>Check Total:</b>	<b>875.00</b>			
MW OH	KOSMONT TRANSACTIONS V011935	PROFESSIONAL SERVICES	825525-6030 Trustee Fees	AP041723	1,250.00	033123		00126840	04/20/2023
MW OH	KOSMONT TRANSACTIONS	PROFESSIONAL SERVICES	547525-6030	AP041723	1,250.00	033123-2		00126840	04/20/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

Page: 23

04/26/2023 :Date

12:42:44 :Time

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011935		Trustee Fees						
				<b>Check Total:</b>	<b>2,500.00</b>				
MW OH	LAKESHORE LEARNING V000585	TINY TOTS CLASROOM SUPPLIES	104071-6301 / 22401-6301 Special Department Expenses	AP041723	961.52	592683		00126841	04/20/2023
				<b>Check Total:</b>	<b>961.52</b>				
MW OH	LOPEZ, HUMBERTO V012520	PESTICIDE SAFETY TRAINING	103550-6245 Meetings & Conferences	AP041723	700.00	527001		00126842	04/20/2023
				<b>Check Total:</b>	<b>700.00</b>				
MW OH	MAESTAS, HENRY EDDIE V012048	4/14 DJ SERVICE	104071-6299 Other Purchased Services	AP041723	200.00	133408		00126843	04/20/2023
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	MAKO OVERHEAD DOOR V011736	FD1 DOOR REPAIR	103066-6301 Special Department Expenses	AP041723	2,170.00	36089		00126844	04/20/2023
				<b>Check Total:</b>	<b>2,170.00</b>				
MW OH	MCKESSON MEDICAL- V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP041723	1,218.04	20507336		00126845	04/20/2023
MW OH	MCKESSON MEDICAL- V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP041723	60.07	20508720		00126845	04/20/2023
MW OH	MCKESSON MEDICAL- V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP041723	147.93	20514061		00126845	04/20/2023
MW OH	MCKESSON MEDICAL- V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP041723	52.93	20522399		00126845	04/20/2023
				<b>Check Total:</b>	<b>1,478.97</b>				
MW OH	NV5 INC V011256	1/29-2/2 ENGINEERING DESIGN	105207-6850 Building & Facilities	AP041723	7,415.00	317532	P12648	00126846	04/20/2023
MW OH	NV5 INC V011256	1/29-2/2 ENGINEERING DESIGN	105209-6850 Building & Facilities	AP041723	7,415.00	317532	P12648	00126846	04/20/2023
MW OH	NV5 INC	2/26-4/1 ENGINEERING DESIGN	105207-6850	AP041723	4,882.50	323986	P12648	00126846	04/20/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

Page: 24

04/26/2023 :Date  
12:42:44 :Time

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011256		Building & Facilities						
MW OH	NV5 INC V011256	2/26-4/1 ENGINEERING DESIGN	105209-6850 Building & Facilities	AP041723	4,882.50	323986	P12648	00126846	04/20/2023
				<b>Check Total:</b>	<b>24,595.00</b>				
MW OH	ORANGE COUNTY V012478	FENCE PANELS	103654-6130 Repair & Maint/Facilities	AP041723	2,400.00	1629	P12797	00126847	04/20/2023
				<b>Check Total:</b>	<b>2,400.00</b>				
MW OH	ORANGE COUNTY V007306	MAR PARKING CITATIONS	0044-2038 Parking Fines	AP041723	6,006.00	033123		00126848	04/20/2023
				<b>Check Total:</b>	<b>6,006.00</b>				
MW OH	PARSAC V012518	LITIGATION SERVICE	404582-6006 Litigation	AP041723	5,020.05	CLAIM#		00126849	04/20/2023
MW OH	PARSAC V012518	SETTLEMENT PAYMENT/EXHAUST	404582-6210 Liability Claims	AP041723	56,765.54	CLAIM#		00126849	04/20/2023
				<b>Check Total:</b>	<b>61,785.59</b>				
MW OH	PATH V011455	MAR NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP041723	137,333.33	800-0323	P12570	00126850	04/20/2023
				<b>Check Total:</b>	<b>137,333.33</b>				
MW OH	PEST OPTIONS INC V010037	3/31 GROUND SQUIRREL TREATMENT	04071-6130 Repair & Maint/Facilities	AP041723	975.00	421892	P12820	00126851	04/20/2023
MW OH	PEST OPTIONS INC V010037	3/31 RODENT CONTROL TREATMENT	04071-6130 Repair & Maint/Facilities	AP041723	115.00	421892	P12820	00126851	04/20/2023
				<b>Check Total:</b>	<b>1,090.00</b>				
MW OH	PETE'S ROAD SERVICE INC V000767	E2 TIRES REPLACEMENT	103066-6134 Vehicle Repair & Maintenance	AP041723	3,494.19	23-0661300-00	P12836	00126852	04/20/2023
				<b>Check Total:</b>	<b>3,494.19</b>				
MW OH	PLACEWORKS	MAR CHAPMAN CORRIDOR REQ	509104-6017	AP041723	14,337.57	81585	P12708	00126853	04/20/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012423		Special Studies						
				<b>Check Total:</b>	<b>14,337.57</b>				
MW OH	POWERDMS INC V012219	SOFTWARE SUBSCRIPTION	101515-6137	AP041723	2,173.50	Q-208666		00126854	04/20/2023
			Repair Maint/Equipment						
				<b>Check Total:</b>	<b>2,173.50</b>				
MW OH	PRINCIPAL FINANCIAL V000844	APR LIFE INS PREMIUM	109595-5110	AP041723	1,156.54	124122326000-		00126855	04/20/2023
			Life Ins Allocation						
MW OH	PRINCIPAL FINANCIAL V000844	APR LIFE INS PREMIUM	395083-5163	AP041723	390.40	124122326000-		00126855	04/20/2023
			Life Insurance Premiums						
				<b>Check Total:</b>	<b>1,546.94</b>				
MW OH	PRINCIPAL LIFE V008141	MAR DENTAL INS PREMIUM	395000-4720	AP041723	2,148.30	3012023		00126856	04/20/2023
			ISF Dental Ins Reimbursement						
MW OH	PRINCIPAL LIFE V008141	APR DENTAL INS PREMIUM	395000-4720	AP041723	2,168.10	4012023		00126856	04/20/2023
			ISF Dental Ins Reimbursement						
				<b>Check Total:</b>	<b>4,316.40</b>				
MW OH	PRUDENTIAL OVERALL V000836	4/12 PW UNIFORM CLEANING SVS	103650-6360	AP041723	163.29	62799900	P12480	00126857	04/20/2023
			Uniforms						
MW OH	PRUDENTIAL OVERALL V000836	4/5 PW UNIFORM CLEANING SVS	103650-6360	AP041723	163.29	62979974	P12480	00126857	04/20/2023
			Uniforms						
				<b>Check Total:</b>	<b>326.58</b>				
MW OH	PSYCHOLOGICAL V009259	PRE-EMPL PSYCH EVALUATION	101512-6099	AP041723	440.00	526241		00126858	04/20/2023
			Professional Services						
				<b>Check Total:</b>	<b>440.00</b>				
MW OH	REYES, STEFANIE ACOSTA V011470	TRAINING MEALS. MILEAGE	101515-6250	AP041723	170.87	041023		00126859	04/20/2023
			Staff Training						
				<b>Check Total:</b>	<b>170.87</b>				
MW OH	SANTIAGO ROOFING	ROOFING BOND REFUND	0044-2033	AP041723	100.00	30-23-217		00126860	04/20/2023

**City of Placentia  
Check Register  
For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001614		Construction & Demo Deposit						
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	SMITH, DONNA V001269	WINTER ,23 - DANCE INSTRUCTOR	104071-6060 Instructional Services	AP041723	124.80	WINTER 23		00126861	04/20/2023
				<b>Check Total:</b>	<b>124.80</b>				
MW OH	SO CAL GAS V000909	MAR-APR GAS CHARGES	109595-6340 Natural Gas	AP041723	294.25	041123		00126862	04/20/2023
				<b>Check Total:</b>	<b>294.25</b>				
MW OH	SO CAL LAND MAINTENANCE V011102	MAR PARK LANDSCAPE MAINT	104071-6130 Repair & Maint/Facilities	AP041723	26,220.57	10542	P12528	00126863	04/20/2023
MW OH	SO CAL LAND MAINTENANCE V011102	APR PARK LANDSCAPE MAINT	104071-6130 Repair & Maint/Facilities	AP041723	26,220.57	10585	P12528	00126863	04/20/2023
				<b>Check Total:</b>	<b>52,441.14</b>				
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	109595-6330 Electricity	AP041723	20,329.59	041023		00126864	04/20/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	286560-6330 Electricity	AP041723	47,933.84	041023		00126864	04/20/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRICAL CHARGES	296561-6330 Electricity	AP041723	143.67	041023		00126864	04/20/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRIC CHARGES	109595-6330 Electricity	AP041723	4,749.18	041723		00126864	04/20/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP041723	83.01	041723		00126864	04/20/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP041723	0.18	041723		00126864	04/20/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAR-APR ELECTRIC CHARGES	296561-6330 Electricity	AP041723	12,056.69	041723		00126864	04/20/2023
MW OH	SOUTHERN CALIFORNIA	MAR-APR ELECTRIC CHARGES	800000-6330	AP041723	60.33	041723		00126864	04/20/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

Page: 27

04/26/2023 :Date  
12:42:44 :Time

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
				<b>Check Total:</b>	<b>85,356.49</b>				
MW OH	SOUTHERN CALIFORNIA V012325	E1-2 REPAIRS AND PARTS	103066-6134 Vehicle Repair & Maintenance	AP041723	619.27	OC23037		00126865	04/20/2023
MW OH	SOUTHERN CALIFORNIA V012325	E1-2 REPAIRS AND PARTS	103066-6134 Vehicle Repair & Maintenance	AP041723	252.09	OC23136		00126865	04/20/2023
MW OH	SOUTHERN CALIFORNIA V012325	E1-2 REPAIRS AND PARTS	103066-6134 Vehicle Repair & Maintenance	AP041723	252.09	OC23137		00126865	04/20/2023
				<b>Check Total:</b>	<b>1,123.45</b>				
MW OH	SOUTHERN CALIFORNIA V009955	3/1-31 NEWSPAPER PUBLICATIONS	101002-6255 Dues & Memberships	AP041723	1,852.14	563170		00126866	04/20/2023
MW OH	SOUTHERN CALIFORNIA V009955	3/1-31 NEWSPAPER PUBLICATIONS	105213-6850 Building & Facilities	AP041723	456.32	563170		00126866	04/20/2023
MW OH	SOUTHERN CALIFORNIA V009955	3/1-31 NEWSPAPER PUBLICATIONS	697202-6760 Infrastructure - Parks	AP041723	383.82	563170		00126866	04/20/2023
MW OH	SOUTHERN CALIFORNIA V009955	3/1-31 NEWSPAPER PUBLICATIONS	791302-6740 Infrastructure - Streets	AP041723	376.44	563170		00126866	04/20/2023
MW OH	SOUTHERN CALIFORNIA V009955	3/1-31 NEWSPAPER PUBLICATIONS	841306-6740 Infrastructure - Streets	AP041723	405.96	563170		00126866	04/20/2023
				<b>Check Total:</b>	<b>3,474.68</b>				
MW OH	SOUTHWEST LIFT & V010959	VEHICLE LIFT REPLACEMENT	105104-6840 Machinery & Equipment	AP041723	13,691.89	11698	P12832	00126867	04/20/2023
MW OH	SOUTHWEST LIFT & V010959	VEHICLE LIFT REPLACEMENT	795104-6840 Machinery & Equipment	AP041723	52,653.51	11698	P12832	00126867	04/20/2023
MW OH	SOUTHWEST LIFT & V010959	HYDRAULIC OIL	105104-6840 Machinery & Equipment	AP041723	1,928.06	11703	P12832	00126867	04/20/2023
				<b>Check Total:</b>	<b>68,273.46</b>				
MW OH	SUBURBAN PROPANE	PROPANE	103658-6345	AP041723	28.69	298674		00126868	04/20/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000971		Gasoline & Diesel Fuel						
				<b>Check Total:</b>	<b>28.69</b>				
MW OH	TALX UC eXpress V002944	3/1-5/31 UNEMPL CLAIMS MGMT	404581-6025 Third Party Administration	AP041723	369.37	2054433072		00126869	04/20/2023
				<b>Check Total:</b>	<b>369.37</b>				
MW OH	TEAM ONE MANAGEMENT V010070	MAR PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP041723	6,228.44	83	P12516	00126870	04/20/2023
				<b>Check Total:</b>	<b>6,228.44</b>				
MW OH	THE HARTFORD V012278	MAR LIFE, STD, LTD INSURANCE	109595-5169 STD Ins Premium	AP041723	6,117.62	120555948072		00126871	04/20/2023
MW OH	THE HARTFORD V012278	MAR LIFE, STD, LTD INSURANCE	109595-5169 STD Ins Premium	AP041723	3,745.84	120555948072		00126871	04/20/2023
MW OH	THE HARTFORD V012278	MAR LIFE, STD, LTD INSURANCE	109595-5163 Life Insurance Premiums	AP041723	3,042.48	120555948072		00126871	04/20/2023
				<b>Check Total:</b>	<b>12,905.94</b>				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP041723	253.74	69933		00126872	04/20/2023
				<b>Check Total:</b>	<b>253.74</b>				
MW OH	TOTUM CORP V010229	MAR SIFI CONST INSPECTION SVS	103551-6099 Professional Services	AP041723	15,820.80	206071	P12466	00126873	04/20/2023
				<b>Check Total:</b>	<b>15,820.80</b>				
MW OH	TTS ENGINEERING INC V012466	MAR PSC - CONSTRUCTION SVS	105213-6850 / 229999-6850 Building & Facilities	AP041723	214,415.00	23301-3	P12777	00126874	04/20/2023
				<b>Check Total:</b>	<b>214,415.00</b>				
MW OH	TURNOUT MAINTENANCE V011543	TURNOUTS	103066-6361 Personal Protection Equipment	AP041723	442.56	26929		00126875	04/20/2023
				<b>Check Total:</b>	<b>442.56</b>				

**City of Placentia  
Check Register  
For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	UPS V009248	SHIPPING	103065-6301 Special Department Expenses	AP041723	15.80	000A8D089143		00126876	04/20/2023
					<b>Check Total:</b>	<b>15.80</b>			
MW OH	VERDUSCO, JOAQUIN V012522	ENTERTAINER - MOTHER'S DAY	104079-6301 Special Department Expenses	AP041723	1,000.00	041123		00126877	04/20/2023
					<b>Check Total:</b>	<b>1,000.00</b>			
MW OH	WAYMAN, CAROLE M. V012312	OFFICE SUPPLIES	101513-6315 Office Supplies	AP041723	2.76	041523		00126878	04/20/2023
MW OH	WAYMAN, CAROLE M. V012312	OFFICE SUPPLIES	101513-6315 Office Supplies	AP041723	11.35	120622		00126878	04/20/2023
					<b>Check Total:</b>	<b>14.11</b>			
MW OH	WEST COAST ARBORISTS INC V001124	16-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP041723	540.00	198234	P12554	00126879	04/20/2023
MW OH	WEST COAST ARBORISTS INC V001124	16-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP041723	540.00	198234	P12554	00126879	04/20/2023
					<b>Check Total:</b>	<b>1,080.00</b>			
MW OH	YORBA LINDA WATER V001148	FEB-MAR WATER CHARGES	109595-6335 Water	AP041723	251.91	041123		00126880	04/20/2023
					<b>Check Total:</b>	<b>251.91</b>			
					<b>Type Total:</b>	<b>4,111,327.88</b>			
					<b>Check Total:</b>	<b>4,111,327.88</b>			

**City of Placentia**  
**ACH Check Register**  
For 05/02/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 545,099.92

Check Totals by ID

AP	545,099.92
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 545,099.92

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	222,908.44
117-Measure U Fund (0079)	514.53
208-Scssr Agncy Ret Oblg (0054)	674.61
227-Explorer Grant NOC (0076)	208.66
228-NOC-Public Safety Grant(0061)	1,754.57
231-Placentia Reg Nav Cent(0078)	328.47
240-Sewer Construction (0024)	719.18
265-Landscape Maintenance (0029)	440.31
275-Sewer Maintenance (0048)	2,829.31
501-Refuse Administration (0037)	314,721.84

Check Total: 545,099.92

ACH Payroll Direct Deposit for 02/17/2023: 528,730.09

Electronic Disbursement Total: 1,073,830.01

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

**City of Placentia  
Check Register  
For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA FIREFIGHTERS V011878	PFPA PE 4/1 PD 4/7	0010-2178 Placentia Police Assoc Dues	ACH041123	800.00	231007		00017247	04/13/2023
					<b>Check Total:</b>	<b>800.00</b>			
MW OH	PLACENTIA POLICE V000839	PPMA PE 4/1 PD 4/7	0010-2180 Police Mgmt Assn Dues	ACH041123	665.76	2301007		00017248	04/13/2023
					<b>Check Total:</b>	<b>665.76</b>			
MW OH	PLACENTIA POLICE V003519	PPOA PE 4/1 PD 4/7	0010-2178 Placentia Police Assoc Dues	ACH041123	3,214.87	2301007		00017249	04/13/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 4/1 PD 4/7	0061-2178 Placentia Police Assoc Dues	ACH041123	88.00	2301007		00017249	04/13/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 4/1 PD 4/7	0076-2178 Placentia Police Assoc Dues	ACH041123	9.06	2301007		00017249	04/13/2023
					<b>Check Total:</b>	<b>3,311.93</b>			
MW OH	REPUBLIC WASTE SERVICES V007205	SMAR REFUSE COLLECTION SVS	374386-6101 Disposal	ACH041123	312,763.62	676-005157121	P12525	00017250	04/13/2023
					<b>Check Total:</b>	<b>312,763.62</b>			
MW OH	CALIFORNIA STATE V004813	P/E 4/1 PD 4/7	0010-2196 Garnishments W/H	ACH041223	2,196.90	2301007		00017251	04/13/2023
MW OH	CALIFORNIA STATE V004813	P/E 4/1 PD 4/7	0029-2196 Garnishments W/H	ACH041223	9.23	2301007		00017251	04/13/2023
MW OH	CALIFORNIA STATE V004813	P/E 4/1 PD 4/7	0037-2196 Garnishments W/H	ACH041223	69.23	2301007		00017251	04/13/2023
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					<b>Check Total:</b>	<b>2,321.51</b>			
MW OH	EMPLOYMENT V010052	STATE TAX P/E 4/1 PD 4/7	0010-2135 Calif Income Tax W/H	ACH041223	35,411.45	2301007		00017252	04/13/2023
MW OH	EMPLOYMENT	STATE TAX P/E 4/1 PD 4/7	0024-2135	ACH041223	191.42	2301007		00017252	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010052		Calif Income Tax W/H						
MW OH	EMPLOYMENT V010052	STATE TAX P/E 4/1 PD 4/7	0029-2135 Calif Income Tax W/H	ACH041223	93.06	2301007		00017252	04/13/2023
MW OH	EMPLOYMENT V010052	STATE TAX P/E 4/1 PD 4/7	0037-2135 Calif Income Tax W/H	ACH041223	407.43	2301007		00017252	04/13/2023
MW OH	EMPLOYMENT V010052	STATE TAX P/E 4/1 PD 4/7	0048-2135 Calif Income Tax W/H	ACH041223	458.26	2301007		00017252	04/13/2023
MW OH	EMPLOYMENT V010052	STATE TAX P/E 4/1 PD 4/7	0054-2135 Calif Income Tax W/H	ACH041223	123.14	2301007		00017252	04/13/2023
MW OH	EMPLOYMENT V010052	STATE TAX P/E 4/1 PD 4/7	0061-2135 Calif Income Tax W/H	ACH041223	360.99	2301007		00017252	04/13/2023
MW OH	EMPLOYMENT V010052	STATE TAX P/E 4/1 PD 4/7	0076-2135 Calif Income Tax W/H	ACH041223	48.82	2301007		00017252	04/13/2023
MW OH	EMPLOYMENT V010052	STATE TAX P/E 4/1 PD 4/7	0078-2135 Calif Income Tax W/H	ACH041223	69.16	2301007		00017252	04/13/2023
MW OH	EMPLOYMENT V010052	STATE TAX P/E 4/1 PD 4/7	0079-2135 Calif Income Tax W/H	ACH041223	109.75	2301007		00017252	04/13/2023
<b>Check Total:</b>					<b>37,273.48</b>				
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0010-2110 Federal Income Tax W/H	ACH041223	85,503.04	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0024-2110 Federal Income Tax W/H	ACH041223	384.06	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0076-2110 Federal Income Tax W/H	ACH041223	105.42	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0078-2110 Federal Income Tax W/H	ACH041223	140.09	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0079-2110 Federal Income Tax W/H	ACH041223	266.09	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE	FED TAX P/E 4/1 PD 4/7	0054-2110	ACH041223	328.53	2301007		00017253	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Federal Income Tax W/H						
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MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0037-2110 Federal Income Tax W/H	ACH041223	971.50	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0048-2110 Federal Income Tax W/H	ACH041223	1,267.22	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0029-2110 Federal Income Tax W/H	ACH041223	207.93	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0029-2115 Employee Medicare W/H	ACH041223	46.11	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0037-2115 Employee Medicare W/H	ACH041223	123.78	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0076-2115 Employee Medicare W/H	ACH041223	10.57	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0054-2115 Employee Medicare W/H	ACH041223	40.22	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0024-2115 Employee Medicare W/H	ACH041223	71.85	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0048-2115 Employee Medicare W/H	ACH041223	179.96	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0061-2115 Employee Medicare W/H	ACH041223	80.63	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0079-2115 Employee Medicare W/H	ACH041223	27.33	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0078-2115 Employee Medicare W/H	ACH041223	22.11	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0010-2115 Employee Medicare W/H	ACH041223	11,177.25	2301007		00017253	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0010-2120 Employer Medicare Payable	ACH041223	11,177.25	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0079-2120 Employer Medicare Payable	ACH041223	27.33	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0078-2120 Employer Medicare Payable	ACH041223	22.11	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0054-2120 Employer Medicare Payable	ACH041223	40.22	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0076-2120 Employer Medicare Payable	ACH041223	10.57	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0061-2120 Employer Medicare Payable	ACH041223	80.63	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0048-2120 Employer Medicare Payable	ACH041223	179.96	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0024-2120 Employer Medicare Payable	ACH041223	71.85	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0037-2120 Employer Medicare Payable	ACH041223	123.78	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0029-2120 Employer Medicare Payable	ACH041223	46.11	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0010-2125 Employee Social Sec W/H	ACH041223	18.60	2301007		00017253	04/13/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 4/1 PD 4/7	0010-2130 Employer Soc Sec Payable	ACH041223	18.60	2301007		00017253	04/13/2023
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MW OH	MISSION SQUARE 100091 V012393	EE/ER/EE LOANS P/E 4/1 PD 4/7	0010-2170 Deferred Comp Payable - ICMA	ACH041223	30,434.23	301387-PY007		00017254	04/13/2023
MW OH	MISSION SQUARE 100091 V012393	EE/ER/EE LOANS P/E 4/1 PD 4/7	0029-2170 Deferred Comp Payable - ICMA	ACH041223	37.87	301387-PY007		00017254	04/13/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MISSION SQUARE 100091 V012393	EE/ER/EE LOANS P/E 4/1 PD 4/7	0037-2170 Deferred Comp Payable - ICMA	ACH041223	241.36	301387-PY007		00017254	04/13/2023
MW OH	MISSION SQUARE 100091 V012393	EE/ER/EE LOANS P/E 4/1 PD 4/7	0048-2170 Deferred Comp Payable - ICMA	ACH041223	625.06	301387-PY007		00017254	04/13/2023
MW OH	MISSION SQUARE 100091 V012393	EE/ER/EE LOANS P/E 4/1 PD 4/7	0054-2170 Deferred Comp Payable - ICMA	ACH041223	125.80	301387-PY007		00017254	04/13/2023
MW OH	MISSION SQUARE 100091 V012393	EE/ER/EE LOANS P/E 4/1 PD 4/7	0076-2170 Deferred Comp Payable - ICMA	ACH041223	24.22	301387-PY007		00017254	04/13/2023
MW OH	MISSION SQUARE 100091 V012393	EE/ER/EE LOANS P/E 4/1 PD 4/7	0078-2170 Deferred Comp Payable - ICMA	ACH041223	75.00	301387-PY007		00017254	04/13/2023
MW OH	MISSION SQUARE 100091 V012393	EE/ER/EE LOANS P/E 4/1 PD 4/7	0079-2170 Deferred Comp Payable - ICMA	ACH041223	84.03	301387-PY007		00017254	04/13/2023
MW OH	MISSION SQUARE 100091 V012393	401A P/E 4/1 PD 4/7	0010-2170 Deferred Comp Payable - ICMA	ACH041223	7,324.47	PR2301007		00017254	04/13/2023
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MW OH	WASHINGTON STATE V011597	P/E 4/1 PD 4/7	0010-2196 Garnishments W/H	ACH041223	240.00	2301007		00017255	04/13/2023
<b>Check Total:</b>					<b>240.00</b>				
MW OH	AMERICAN FIDELITY V010011	FSA P/E 3/18 PD 3/24	0010-2190 Dependent Care SSA	ACH041923	233.33	2178134E		00017256	04/20/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 3/18 PD 3/24	0048-2188 Health Care SSA	ACH041923	36.35	2178134E		00017256	04/20/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 3/18 PD 3/24	0054-2188 Health Care SSA	ACH041923	8.35	2178134E		00017256	04/20/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 3/18 PD 3/24	0010-2188 Health Care SSA	ACH041923	1,297.70	2178134E		00017256	04/20/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 3/18 PD 3/24	0037-2188 Health Care SSA	ACH041923	10.57	2178134E		00017256	04/20/2023
MW OH	AMERICAN FIDELITY	FSA P/E 4/1 PD 4/7	0037-2188	ACH041923	10.57	2178135B		00017256	04/20/2023

**City of Placentia**  
**Check Register**  
**For 04/26/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V010011		Health Care SSA					
MW OH	AMERICAN FIDELITY V010011	FSA P/E 4/1 PD 4/7	0054-2188 Health Care SSA	ACH041923	8.35 2178135B		00017256	04/20/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 4/1 PD 4/7	0010-2188 Health Care SSA	ACH041923	1,297.70 2178135B		00017256	04/20/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 4/1 PD 4/7	0010-2190 Dependent Care SSA	ACH041923	233.33 2178135B		00017256	04/20/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 4/1 PD 4/7	0048-2188 Health Care SSA	ACH041923	36.35 2178135B		00017256	04/20/2023
				<b>Check Total:</b>	<b>3,172.60</b>			
MW OH	CALIFORNIA PUBLIC V006234	MAY FIRE UAL PMT	105525-6906 CalPERS-Fire Term. Principal	ACH041923	30,453.80 MAY-23		00017257	04/20/2023
MW OH	CALIFORNIA PUBLIC V006234	MAY FIRE UAL PMT	105525-6916 CalPERS-Fire Term Interest	ACH041923	1,210.16 MAY-23		00017257	04/20/2023
				<b>Check Total:</b>	<b>31,663.96</b>			
				<b>Type Total:</b>	<b>545,099.92</b>			
				<b>Check Total:</b>	<b>545,099.92</b>			



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 2, 2023

SUBJECT: **RESOLUTION RELATING TO FISCAL YEAR 2023-24 LEVY OF ASSESSMENTS TO THE CITY OF PLACENTIA LANDSCAPE MAINTENANCE DISTRICT NO. 92-1 AND SETTING A PUBLIC HEARING FOR JUNE 6, 2023 AT 7:00 P.M.**

FISCAL  
IMPACT: REVENUE: \$ 450,858 (RECOUPED THROUGH ASSESSMENTS)  
EXPENDITURES: \$ 419,200 (PROPOSED FY 2023-24 BUDGET LMD 92-1 FUND)

### **SUMMARY:**

Each year the City must conduct a public hearing to provide for the Levy of Assessments for the City of Placentia Landscape Maintenance District ("LMD") No. 92-1, prepare a final Engineer's Report, and provide for any annexations into the District as proposed. This action will adopt resolutions necessary to set forth a public hearing for June 6, 2023 to provide for the Fiscal Year ("FY") 2023-24 Annual Levy of Assessments for LMD No. 92-1 as well as finalize the annual Engineer's Report.

### **RECOMMENDATION:**

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

1. Adopt Resolution R-2023-25, a Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report for Fiscal Year 2023-24 for the continuation of the annual assessments for Landscape Maintenance District No. 92-1; and
2. Adopt Resolution R-2023-26, a Resolution of the City Council of the City of Placentia, California, declaring its intention to provide for the annual levy and collection of assessments for certain maintenance within an existing district, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting a time and place for public hearing thereon.

**1.c.**  
**May 2, 2023**

**STRATEGIC PLANNING STATEMENT:**

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

**DISCUSSION:**

LMD No. 92-1 (the "District") assesses various parcels located within the District a flat amount each year to provide funding to maintain various perimeter and median landscapes, as well as other improvements (e.g., entrance signs, parkway vistas). The current maximum assessment rate per assessment unit for single family residential parcels is \$154.87 per year. This rate cannot be increased without the approval of the property owners within the District.

The District was established pursuant to the provisions of the "Landscaping and Lighting Act of 1972," Division 15 of the Streets and Highway Code. The annual levy of assessments is for providing landscape maintenance of specific improvements in those areas within the Boundary Map of the District and outlined in the preliminary Engineer's Report, which is on file in the offices of the City Engineer and City Clerk. A final annual Engineer's Report will be prepared and presented to the City Council for its consideration as required by law.

The legal authority for setting the assessments in LMD No. 92-1 is set forth in the Landscape and Lighting Act of 1972 which is found in Streets and Highways Code Section 22500, *et seq.*, and pertinent provisions of the California Government Code. The District is exempt from and not subject to the procedures and approval processes set forth in Article XIII D, Section 4 of the California Constitution enacted by Proposition 218 on November 5, 1996. That is due to the fact that Proposition 218 also enacted Article XIII D, Sections 5 and 5(b) which exempts assessment districts formed prior to November 6, 1996 and which were formed pursuant to a petition signed by those owning all the parcels subject to the assessment at the time the assessment was initially imposed, provided there is no increase in the amount assessed on a property owner in a particular category from the prior year.

In Placentia, LMD No. 92-1 was formed prior to November 6, 1996, and pursuant to a petition signed by those owning all the parcels, subject to the assessment at the time the assessment was initially imposed. In addition, there is no increase in the amount assessed on a property owner in a category of assessment unit for FY 2023-24 as compared to FY 2022-23. Therefore, the District is exempt from the procedures and approval processes of Proposition 218 for FY 2023-24.

Two (2) resolutions have been prepared for City Council consideration. The first resolution (Attachment 1) orders the preparation of an Engineer's Report to include the plans, specifications, cost estimate, and diagram of the landscape improvements. The second resolution (Attachment 2) declares the Council's intention to provide for the annual levy and collection of assessments, as well as establishes June 6, 2023 as the public hearing date.

**FISCAL IMPACT:**

For FY 2023-24, LMD No. 92-1 has estimated current expenditures of \$419,200 and projected revenues of \$450,558. This provides a balance of \$31,668 allocated as an LMD reserve cushion for next fiscal year. Staff is currently evaluating various options that the City Council could consider to restructure the LMD fund to ensure the financial sustainability of the fund over the long term. Staff will present the City Council with potential options to evaluate as part of a future study session in FY 2023-24 for consideration for FY 2023-24. Funding for the Engineer's Report has been appropriated in the adopted FY 2022-23 Budget. There is no impact to the General Fund associated with these recommended actions.

Prepared by:

  
\_\_\_\_\_  
Elsa Robinson  
Senior Management Analyst

Reviewed and approved:

  
\_\_\_\_\_  
Jennifer Lampman  
Director of Finance

Reviewed and approved:

  
\_\_\_\_\_  
Luis Estevez  
Deputy City Administrator

Reviewed and approved:

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

**Attachments:**

1. Resolution R-2023-25, Directing Preparation of the Final Engineer's Report
2. Resolution R-2023-26, Setting a Public Hearing
3. Preliminary Engineer's Report – Placentia LMD 92-1 Fiscal Year 2023-24

## RESOLUTION NO. R-2023-25

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2023-24 FOR THE CONTINUATION OF THE ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICT NO. 92-1.

#### A. Recitals

(i). On May 5, 1992, by its Resolution No. 92-R-123, this Council ordered the formation of and levied the first assessment within the Placentia Landscape Maintenance District No. 92-1 ("District") in accordance with the provisions of Article XIII D of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

(ii). The City Council of the City of Placentia, California, desires to initiate proceedings for the annual levy of assessments for said District; and

(iii). The proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2023, and ending June 30, 2024; and

(iv). The provisions of said Division 15, Part 2, require a written Report, consisting of the following; and

1. Plans and specifications of the area of the works of improvement to be maintained; and
2. An estimate of the costs for maintaining the improvements for the above-referenced fiscal year; and
3. A diagram of the area proposed to be assessed; and
4. An assessment of the estimated costs for maintenance work for said fiscal year.

#### B. Resolution

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

1. The Recitals set forth in Part A., above, are true and correct.

2. The purpose of the District is for the installation, maintenance, and servicing of landscape improvements, as described in Section 3 below.

3. Within the landscape maintenance district, the existing and proposed improvements to be undertaken by the City are generally described as the installation, maintenance, and servicing of public facilities, including but not limited to, landscaping, sprinkler systems, park facilities, play fields, landscape corridors, publicly owned trees, street frontages, playground equipment and hard-court areas, as applicable, for property owned and maintained by the City. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the City Clerk for submission to the Council.

**APPROVED and ADOPTED this 2<sup>nd</sup> day of May 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 adopted at a regular meeting of the City Council held on the 2<sup>nd</sup> day of May 2023 by the following vote:

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

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Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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Christian L. Bettenhausen, City Attorney

**RESOLUTION NO. R-2023-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE WITHIN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON.**

**A. Recitals**

(i). The City Council of the City of Placentia, in 1992, formed a landscape maintenance district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 (“Act”), Division 15, Part 2, of the California Streets and Highways Code, in what is known and designated as:

CITY OF PLACENTIA  
LANDSCAPE MAINTENANCE DISTRICT NO. 92-1

(Hereinafter the “District.”)

(ii). Proposition 218 adopted November 5, 1996 added Articles XIII C and XIII D to the California Constitution providing, at Article XIII D, § 5, that new assessment districts formed after November 6, 1996 and assessment increases in existing assessment districts be subject to specified procedures and approval processes set forth in Article XIII D, § 4; and

(iii). California Constitution Article XIII D, §§ 5 and 5 (b), provides that any assessment imposed in an assessment district formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time such district was formed and the assessment initially imposed, provided there is no increase in the amount assessed on an owner in a particular category of assessment unit, shall be exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(iv). The District was formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

(v). There is no increase in the amount proposed to be assessed on any parcel within the District in any category of assessment unit, for the period from Fiscal Year 2022-23 to Fiscal Year 2023-24, thereby rendering the District exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(vi). The City Council desires, pursuant to the provisions of the Act to provide for the annual levy of assessments for the 2023-24 Fiscal Year, to provide for the costs and expenses reasonably necessary for the maintenance of improvements within said District; and

(vii). The assessment engineer has presented a report ("Report"), as required by law, setting forth the reasonably necessary maintenance for Fiscal Year 2023-24 and setting forth the recommended levy, therefore.

## **B. Resolution**

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

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.
2. The Report has been made, filed with the City Clerk, and duly considered by the City Council and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.
3. The public interest and convenience require the annual levy and collection of special assessments for the continual maintenance of improvements, to serve and benefit said District as set forth in the Report of the Engineer, incorporated herein as a part hereof.
4. The Report, setting forth the reasonably necessary maintenance for Fiscal Year 2023-24 and setting forth the recommended levy, therefore, hereby is received and is directed to be filed in the Office of the City Clerk.
5. The public interest and convenience require, and it is the intention of this City Council to order, reasonably necessary maintenance for Fiscal Year 2023-24, and further it is determined to be in the public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvements as estimated in said "Report."
6. The assessments levied and collected shall be for the maintenance of certain landscape improvements, maintenance, and servicing as set forth in the Engineer's Report, referenced and so incorporated herein.
7. NOTICE IS HEREBY GIVEN THAT ON TUESDAY, JUNE 6, 2023, AT 7:00 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS LOCATED AT 401 E. CHAPMAN AVENUE, PLACENTIA, THE CITY COUNCIL SHALL CONDUCT A PUBLIC HEARING TO RECEIVE PROTESTS OR OBJECTIONS, IF ANY THERE BE, REGARDING THE LEVEL OF MAINTENANCE AND

THE LEVY OF ASSESSMENTS WITHIN AND UPON ALL PROPERTY WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 92-1. ANY PERSON WHO WISHES TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

8. The City Council hereby directs the City Clerk to give notice of a public hearing, pursuant to California Government Code § 6061, in a newspaper of general circulation within the City.

9. The City Clerk is further directed to cause a copy of this Resolution to be posted upon the official bulletin board customarily used for the posting of notices and to mail, by first class mail, a copy of the notice to those interested parties who have filed written requests.

10. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed:

Elsa Robinson  
Public Works Department  
City of Placentia  
401 East Chapman Avenue  
Placentia, California

**APPROVED and ADOPTED this 2<sup>nd</sup> day of May 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 adopted at a regular meeting of the City Council held on the 2<sup>nd</sup> day of May 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



# ENGINEER'S REPORT

## City of Placentia

Landscape Maintenance District No. 92-1

Fiscal Year 2023-24

April 2023

Pursuant to the Landscaping and Lighting Act of 1972, Government Code and Article XIID of the California Constitution

Engineer of Work:



**SCI Consulting Group**  
Public Finance Consulting Services

4745 Mangels Boulevard  
Fairfield, California 94534  
707.430.4300  
[www.sci-cg.com](http://www.sci-cg.com)

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# City of Placentia

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## City Council

Ward L. Smith, Mayor, District 5  
Jeremy B. Yamaguchi, Mayor Pro Tem, District 3  
Rhonda Shader, Councilmember, District 1  
Kevin Kirwin, Councilmember, District 2  
Chad P. Wanke, Councilmember, District 4

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## City Administrator

Damien Arrula

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## Deputy City Administrator

Luis Estevez

---

## City Attorney

Christian L. Bettenhausen

---

## Engineer of Work

SCI Consulting Group  
Lead Assessment Engineer, John W. Bliss, P.E.

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## Table of Contents

<b>Introduction.....</b>	<b>5</b>
Overview .....	5
Engineer’s Report and Continuation of Assessments .....	5
Legislative Analysis .....	6
<b>Plans &amp; Specifications .....</b>	<b>10</b>
<b>Fiscal Year 2023-24 Estimate of Cost and Budget .....</b>	<b>15</b>
Budget for Fiscal Year 2023-24.....	15
<b>Method of Assessment Apportionment .....</b>	<b>17</b>
Method of Apportionment.....	17
Discussion of Benefit .....	17
Special Benefit.....	19
General Versus Special Benefit .....	21
Benefit Finding .....	22
Method of Apportionment.....	29
Annual Assessment Calculation .....	31
Duration of Assessment .....	32
Appeals of Assessments Levied to Property .....	33
Assessment Funds Must Be Expended Within the District Area.....	33
<b>Assessment.....</b>	<b>34</b>
<b>Assessment Diagram.....</b>	<b>36</b>
<b>Assessment Roll.....</b>	<b>38</b>

## List of Tables

Table 1 – FY 2023-24 Estimate of Costs .....	15
<b>Table 2 – ASSESSMENT CALCULATION .....</b>	<b>32</b>
Table 3 – FY 2023-24 Summary Cost Estimate .....	34

# Introduction

## Overview

The City of Placentia (the “City”) services and maintains perimeter and median landscaping, and other improvements (“Improvements”) to various parts of the City. In order to fund the maintenance and operation (the “Services”) of these projects and improvements, the City has formed Landscape Maintenance District No. 92-1, (“District”). This Engineer’s Report (“Report”) was prepared to establish the budget for the Improvements (as described below) that will be funded by the 2023-24 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIID of the California Constitution (the “Article”).

## Engineer’s Report and Continuation of Assessments

The assessment has been continued for over 20 years. In each subsequent year for which the assessments will be continued, the Placentia City Council (the “Council”) must direct the preparation of an Engineer’s Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer’s Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer’s Report (the “Report”) was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer’s Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer’s Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for June 6, 2023. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2023-24. If so confirmed and approved, the Assessments would be submitted to the Orange County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2023-24.

Beginning in 2014, SCI Consulting Group became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited in italics as appropriate.

## Legislative Analysis

### Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996, and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services and improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

### **Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority** (2008) 44 Cal. 4<sup>th</sup> 431

In July of 2008, the California Supreme Court issued its ruling on the *Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* ("SVTA"). This ruling is significant in that the Court clarified how Proposition 218 made changes to the determination of special benefit. The Court also found that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

This Engineer's Report and the process used to establish the continuation of the assessments for fiscal year 2023-24 are consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution based on the following factors:

The District is drawn to include the entire City; although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required and the assessment revenue derived from real property in the District is expended only on the Improvements in the District.

The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide landscaping and other services to the residents of such assessed property. The proximity of the Improvements to the assessed parcels provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.

Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.

The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:

The specific landscaping Improvements and maintenance and utility costs thereof in the District are specified in this Report; and

Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

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**Dahms v. Downtown Pomona Property** (2009) 174 Cal. App. 4<sup>th</sup> 708

In *Dahms v. Downtown Pomona Property* (“*Dahms*”) the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

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**Bonander v. Town of Tiburon** (2009) 180 Cal. App. 4<sup>th</sup> 103

*Bonander v. Town of Tiburon* (“*Bonander*”), the 1<sup>st</sup> District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

---

**Beutz v. County of Riverside** (2010) 184 Cal. App. 4<sup>th</sup> 1516

*Steven Beutz v. County of Riverside* (“*Beutz*”) the Court overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

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**Golden Hill Neighborhood Association v. City of San Diego** (2011) 199 Cal. App. 4<sup>th</sup> 416

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

---

### Compliance with Current Law

This Engineer's Report is consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the District and such special benefits provide a direct advantage to property in the District that is not enjoyed by the public at large or other property.

This Engineer's Report is consistent with *Beutz, Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

## Plans & Specifications

The City maintains landscaping and other improvements in locations within the District's boundaries. The work and improvements to be undertaken by the Landscape Maintenance District No. 92-1 and the cost thereof paid from the levy of the annual Assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. In addition to the definitions provided by the Landscaping and Lighting Act of 1972, (the "Act") the work and improvements are generally described as follows:

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### Entrance Signs

The entrance signs with landscape improvements to be maintained are to be located at the following locations within the District:

- Central Avenue at Chapman Avenue (n/e corner)
- Central Avenue at Gordon Drive
- Central Avenue at Buck Place
- Buena Vista Street at Dressel Drive
- Buena Vista Street at Petry Drive
- Alta Vista Street at Chang Drive
- Alta Vista Street at Swail Drive
- Alta Vista Street at Tebay Drive

---

### Islands

The landscaped islands to be maintained by the District are located as follows:

- Kraemer Blvd. from Alta Vista Street to n/o City Hall
- Connecticut Way e/o Kraemer Blvd
- Rose Drive from Alta Vista Street to Buena Vista Street

---

### Parkway Vistas

The landscaped parkway vistas to be maintained by the District are located as follows:

- Kraemer Blvd. e/s (n/o City Hall to Connecticut Way)
- Kraemer Blvd. e/s (Connecticut Way to Alta Vista St.)

---

### City of Placentia

- Alta Vista Street n/s (from 900' w/o to 800' e/o Dunnivant Dr.)
- Alta Vista Street n/s (Rose Dr. to Jefferson St.)
- Alta Vista Street n/s (Jefferson St. to Van Buren St.)
- Alta Vista Street s/s (Kraemer Blvd. to All America Way)
- Alta Vista Street s/s (Central Ave. to Dunnivant Dr.)
- Alta Vista Street s/s (Dunnivant Dr. to Rose Dr.)
- Alta Vista Street s/s (Rose Dr. to Jefferson St.)
- Alta Vista Street s/s (Jefferson St. to Van Buren St.)
- Rose Drive w/s (Alta Vista St. to 500'+ n/o Orangethorpe Ave.)
- Rose Drive e/s (Alta Vista St. to north boundary of Shopping Center)
- Rose Drive e/s (Alta Vista St. to 200' s/o Castner Dr.)

---

### **Unocal/Fieldstone Oil Well Lots – Right-of-Way Screen Planting**

The landscaped screen planting areas to be maintained by the District are located as follows:

- Dressel Drive / Howard Place
- Mykannen Circle / Cisneros Lane
- Tidland Circle
- Nevin Lane / Tucker Place
- Nevin Lane / Evans Lane
- Gerhold Lane
- Hill Street / Granger Drive
- Larson Lane / Evans Lane

---

### **Street Right-of-Way Landscaping**

The street landscaping to be maintained by the District is located as follows:

- Jefferson Street e/s (Alta Vista St. to Garten Dr.)
- Buena Vista s/s (320'± w/o Petry Dr. to 500'± e/o Dressel Dr.)
- Van Buren Street w/s (750' n/o Alta Vista St. to Orchard Dr.)
- Chang Drive (Alta Vista St. to Evans Ln.)
- Dressel Drive (Buena Vista St. to Munoz Pl.)
- Central Avenue (Alta Vista St. to Chapman Ave.)
- Chapman Avenue (Central Ave. to 1130'± east)
- Chapman Avenue (Mission Way to All America Way)
- All America Way w/s (City Hall to Alta Vista St.)

- All America Way e/s (Chapman Ave. 100'± s/o Dartmouth Dr.)
- Van Buren Street e/s (Richfield Channel to 200' s/o Alta Vista St.)
- Dunnavant Drive (Alta Vista to 1300'± south) (does not include Lot "F", Tract 15139)
- Other minor areas that front non-contiguous assessed parcels

---

### **Easements – Public Storm Drain and Sewer**

Landscaped easements to be maintained by the District are located as follows:

- At various locations within TM 14161 (Fieldstone and Van Daele Tracts and TM 15699 Placentia Development Company)
- Does not include Lot "F," Tract 15139

---

## Placentia Champions Sports Complex

Maintenance and service may include (but is not limited to) the following<sup>1</sup>:

- Payments for electrical energy and water usage
- Repair, replacement or enhancement of community building, parking lots, fencing, signage, lighting and fixed recreational structures such as playgrounds, play fields, courts, walkways, dugouts, bleachers, scoreboards, restrooms, drinking fountains, picnic tables and shelters, and ancillary items such as storage and utility structures
- Irrigation, cultivation, pest control and replacement of plant material, trees, shrubs, ground cover, turf, supplies
- Personnel, utility and equipment costs
- Contract services where applicable

Installation, maintenance and servicing of Improvements, may include, but are not limited to, turf and play areas, landscaping, ground cover, shrubs and trees, irrigation systems, sidewalks, parking lots, drainage systems, lighting, fencing, entry monuments, basketball courts, tennis courts, other recreational facilities, graffiti removal and repainting, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the District.

As applied herein, “Installation” means the construction of Improvements, including, but not limited to, land preparation (such as grading, leveling, cutting and filling), sod, landscaping, irrigation systems, walkways and drainage, lights, playground equipment, play courts, playing fields, recreational facilities and public restrooms.

“Maintenance” means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

---

<sup>1</sup> For Fiscal Year 2023-24, none of the expenditures shown in Table 1 are for the Placentia Champions Sports Complex. See Note “A” under Table 1 for more details.

“Servicing” means the furnishing of electric current, or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment (Streets & Highways Code §22526).

Modifications to the District structure could include, but are not limited to, substantial changes or expansion of the Improvements provided, substantial changes in the service provided, modifications or restructuring of the District including annexation or detachment of specific parcels, revisions in the method of apportionment, or proposed new or increased assessments.

The assessment proceeds will be exclusively used for Improvements within the District plus incidental expenses.

## Fiscal Year 2023-24 Estimate of Cost and Budget

### Budget for Fiscal Year 2023-24

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2023-24 for the maintenance and servicing of the Improvements is provided below.

**Table 1 – FY 2023-24 Estimate of Costs**

<u>Expenditure Item</u>	<u>Amount</u>
Salaries & Benefits	\$ 91,800
Legal Services	0
Engineering Services	10,500
Special Studies	0
Other Professional Services	900
Landscaping	73,000
Repair / Maintenance Services	15,000
Construction Services	0
Telephone	7,000
Advertising	1,000
City Administrative Services	0
Electricity	20,000
Water	200,000
Estimated Expenditures <sup>A</sup>	<u>\$ 419,200</u>
<hr/>	
<u>Revenue Item</u>	<u>Amount</u>
Direct Benefit Assessments	\$ 456,289
General Fund Contribution	
Amount from (to) Dedicated Reserves	<span style="color: red;">(37,089)</span>
Estimated Revenues	<u>\$ 419,200</u>
<hr/>	
<u>Budget Allocation to Parcels</u>	<u>Amount</u>
Total Assessment Budget <sup>B</sup>	\$ 456,289
Total Assessment Units (AUs)	2,946.270
Assessment per Assessment Unit (AU) <sup>C</sup>	<u>\$ 154.87</u>

Notes to Estimate of Costs:

A. The total estimated expenses for this Fiscal Year do not include the following maintenance and operating costs for the Placentia Sports Champion Complex: \$53,454 for landscape and general maintenance plus \$14,005 for restroom janitorial services. These costs, totaling \$67,459 (or approximately 15% of the total assessment district's annual expenses) are covered by the City's General Fund.

B. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.

C. The rate shown here is for an Assessment Unit (single family home or its equivalent). For the definition of the term AU and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.

## Method of Assessment Apportionment

### Method of Apportionment

This section of the Engineer's Report explains the benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based upon the relative special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The Assessment is apportioned to lots and parcels in proportion to the relative special benefit from the Improvements. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

### Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must exceed the cost of the assessment:

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Proximity to Improved Landscaped Areas and Other Public Improvements within the District.
- B. Access to Improved landscaped areas and Other Public Improvements within the District.
- C. Improved Views within the District.
- D. Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements.
- E. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created.

In this case, the recent SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties from similar improvements in three distinct areas:

- Proximity
- Expanded or improved access
- Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

*The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Proximity, improved access and views, in addition to the other special benefits listed herein further strengthen the basis of these assessments.

Moreover, the Dahms decision further clarified that certain services and improvements funded by assessments, that are over and above what otherwise would be provided and that other property in general and the public do not share or receive are 100% special benefit. The assessment-funded services upheld by Dahms included streetscape maintenance and security services.

## Special Benefit

The special benefits from the Improvements are further detailed below:

---

### Proximity to Improved Landscaped Areas within the District

Only the specific properties within close proximity to the Improvements are included in the District. The District has been narrowly drawn to include the properties that receive special benefits from the Improvements. Therefore, property in the District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the District do not share.

In absence of the Assessments, the Improvements would not be provided and the public improvements funded in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the Assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

---

### Access to Improved Landscaped Areas within the District

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas and other public improvements that are provided by the Assessments. This is a direct advantage and special benefit to property in the District.

---

### **Improved Views within the Assessment Districts**

The City, by maintaining permanent public improvements funded by the Assessments in the District, provides improved views to properties in the District. The properties in the District enjoy close and unique proximity, access and views of the specific Improvements funded in the District; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

---

### **Extension of a Property's Outdoor Areas and Green Spaces for Properties within Close Proximity to the Improvements**

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential, commercial and other benefiting properties in the District do not have large outdoor areas and green spaces. The Improvements within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties in the District because such properties have uniquely good and close proximity to the Improvements.

---

### **Creation of Individual Lots for Residential and Commercial Use that, in Absence of the Assessments, Would Not Have Been Created**

In most of the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for public improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate "White Paper" reports that the parcels were subject to assessment. Purchase of property was also an "agreement" to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

## General Versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. An assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this Report, the general benefit is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The Assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

$$\text{General Benefit} = \text{Benefit to Real Property Outside the Assessment District} + \text{Benefit to Real Property Inside the Assessment District that is Indirect and Derivative} + \text{Benefit to the Public at Large}$$

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In these Assessments, as noted, properties in the District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Districts or the public at large.

## Benefit Finding

The District contains the Placentia Champions Sports Complex, which is distinct from other landscape improvements in the District. Due to significantly different characteristics between the two types of improvements, benefits will be discussed and calculated separately under the categories of “Park Improvements” and “Landscaping Improvements.”

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### Park Improvements - Quantification of General Benefit

In this section, the general benefit from park Improvements is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment. This Park section is focused on the Placentia Champions Sports Complex. Other District Improvements are discussed below in “*Landscaping Improvements - Quantification of General Benefit.*”

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### Benefit to Property Outside the Assessment Districts

For the purposes of calculating benefit to properties outside the District, the Park will be considered as a neighborhood park inasmuch as it provides amenities for nearby properties. While it functions as a community (or even regional) facility for organized sports such as baseball and soccer, the general benefit derived from those activities will be discussed under the “*Benefit to the General Public*” below.

Properties within the District receive much of the special benefits from the park Improvements because properties in the District enjoy unique close proximity and access to the park Improvements that is not necessarily enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the park Improvements, but outside of the boundaries of the District, may receive some benefit from the park Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

Since the properties outside the District but within the effective proximity radii are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to other property. A 50% reduction factor is applied to these properties because they are all on only one side of the Improvements and properties in the District enjoy the advantage of over twice the average proximity to the park Improvements. The general benefit to property outside of the District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

**ASSUMPTIONS:**

- 651 parcels outside the District but within 0.5 miles of the Park
- 2,212 parcels in the District
- 50% relative benefit compared to property within the District

**CALCULATION:**

General Benefit to property outside the District =  
 $651 / (651 + 2,212) * 0.5 = 11.37\%$

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***Benefit to Property Inside the Assessment Districts that is Indirect and Derivative***

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.91% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

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### **Benefit To The Public At Large**

The general benefit to the public at large can be estimated by the proportionate amount of time that the District’s parks facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. In this District, there is only one park facility: Placentia Champions Sports Complex (“Complex”). The Complex serves the needs of many people in two primary ways: as a neighborhood park serving nearby residents for shorter and more frequent visits; and as a community or regional park serving people from all over Placentia and the surrounding areas as a destination for organized sports such as soccer and baseball league play. The general benefit of the former was discussed above; the general benefit of the latter is discussed here.

When the Complex functions as a community or regional park, it becomes a destination for longer and less frequent visits (for example, scheduled league play). Of the five ways benefits are conferred (proximity, access, views, extension of a property’s green space, and creation of lots), the community or regional function confers benefits only in the “access” and “extension of a property’s green space” categories (proximity does not apply as these trips are from outside the District; people do not come for the views; and the facility was not tied to the creation of faraway lots). Therefore the general benefit is no more than 40%. That figure, however, is reduced by the percentage that the community or regional park benefits property owners within the district (special benefit). The City estimates that approximately 71% of participants in these organized sports are from the City of Placentia. However, only 15.11% of Placentia parcels lie inside the district, so it is estimated that (15% of 71% =) 10.73% of the users are from within the District. Conversely, 89.27% are from outside the District. Therefore (40% x 89.27% =) 35.71% of the benefits from the Parks Improvements are general benefits to the public at large

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### Total Park Improvements General Benefits

Using a sum of these three measures of general benefit, we find that approximately 49.98% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

PARKS GENERAL BENEFIT CALCULATION	
	11.37% (Outside the District)
+	2.91% (Property within the District)
+	35.71% (Public at Large)
=	49.99% (Total General Benefit)

---

### Landscaping and Other Improvements - Quantification of General Benefit

In this section, the general benefit from landscaping and other types of Improvements (other than park Improvements) is liberally estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

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### Benefit to Property Outside the Assessment Districts

Properties within the District receive almost all of the special benefits from the other Improvements because properties in the District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments. The general benefit to property outside of the District is calculated with the parcel and data analysis performed by SCI Consulting Group.

Since the properties outside the District but with frontage abutting the Improvements cannot be assessed by the District, this is a form of general benefit to other property. The primary way that parcels outside the district benefit by the Improvements is from views. Therefore, parcels that abut the landscape areas and are not separated from the Improvements by a privacy fence are counted for this general benefit. The general benefit to property outside of the District is calculated as follows.

**ASSUMPTIONS:**

- 22 parcels outside the District
- 2,212 parcels in the District

**CALCULATION:**

General Benefit to property outside the District  
 =  
 $22/(22+2,212) = 0.99\%$

---

***Benefit to Property Inside the Assessment Districts that is Indirect and Derivative***

The “indirect and derivative” benefit to property within the District is particularly difficult to calculate. A solid argument can be presented that all benefit within the District is special, because the other Improvements are clearly “over and above” and “particular and distinct” when compared with the baseline level of service and the unique proximity, access and views of the other Improvements enjoyed by benefiting properties in the District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district” A measure of the general benefits to property within the Assessment area is the percentage of land area within or directly abutting the District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide indirect benefits to the public at large. Approximately 2.91% of the land area in the District is used for such regional purposes, so this is a measure of the general benefits to property within the District.

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### **Benefit To The Public At Large**

The general benefit to the public at large can be estimated by the proportionate amount of time that the District's other Improvements including landscaping are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District. It should be noted that these other Improvements do not attract the public at large in the same way as park improvements – and they confer far less benefit to the public at large than do similar park improvements. In essence, the public does not visit an area to enjoy setback landscaping in the same way as they may visit a park.

One way to measure the special benefit to the general public is by the car trips through an area with Improvements. Of the five ways benefits are conferred (proximity, access, views, extension of a property's green space, and creation of lots), the only benefit that is conferred by way of pass-by car trips is views, which accounts for 10% of the total benefits, since views are less critically important and are enjoyed much less often to the average non-resident driver than to a resident.

Next, the views factors are weighted by the relevant number of car trips. Using the lane miles as representative of pass-by traffic, an analysis shows that 90% of the lane miles are on arterial or collector streets where the general public has views of the landscaping. Therefore (90% of 10% =) 9.0% of the benefits from the other Improvements are general benefits to the public at large.

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### **Total Other Improvements General Benefits**

Using a sum of these three measures of general benefit, we find that approximately 12.89% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

<b>LANDSCAPING GENERAL BENEFIT CALCULATION</b>	
	0.99% (Outside the District)
+	2.91% (Property within the District)
+	9.00% (Public at Large)
=	<u>12.90%</u> (Total General Benefit)

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### TOTAL COMBINED GENERAL BENEFITS

The total general benefit for Parks is 49.98% and for Landscaping and other Improvements is 12.89%. However, none of the District budget is for Parks – all of the budget is currently allocated for Landscaping and other Improvements. Therefore, using those proportions to calculate a weighted average of the general benefits for each type of Improvement, the resulting total combined general benefit is  $(0 \times 49.98\%) + (1.00 \times 12.90\%) = 12.90\%$ .

Although this analysis finds that 12.90% of the assessment may provide general benefits from the Improvements, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 13%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

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### Final Step – Calculate the Current General Benefit Contribution from the City

This general benefit cannot be funded from the Assessments; it must be funded from other sources such as the City's General Fund or other non-District funds. These contributions can also be in the form of in-lieu contributions to the installation and maintenance of the Improvements such as other City assets that support and protect the Improvements. The City of Placentia will contribute both monetary and in-lieu resources to ensure that the general benefits conferred by the proposed Improvements are not funded by the District's Assessments.

A summary and quantification of these other contributions from the City is discussed below:

The City of Placentia owns, maintains, rehabilitates and replaces curb and gutter along the border of the District Improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 5%.

The City owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the Improvements, and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 5%.

The City owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City towards general benefit from the maintenance of local public streets is conservatively estimated to be 5%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this “annuity” can be used to offset general benefit costs, and is conservatively estimated to contribute 10%.

The total General Benefit is liberally quantified at 13% which is entirely offset by the conservatively quantified total non-assessment contribution towards general benefit described above of 25%. Therefore, no additional General Benefit must be funded by the City.

### Method of Apportionment

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer’s Report is included below:

*It has been determined that the improvements provide a specific and special benefit to all assessed parcels of land in the development area. Landscaping and irrigation of street rights-of-way, entryways, islands, sewer and storm drain easements, areas surrounding existing oil wells and the parkway vistas aesthetically enhances the development areas. The landscaped pedestrian corridor along Alta Vista Street also provides pedestrian access throughout the development area. The aesthetic enhancement and use of the parkway vistas increases the desirability of the properties located within the boundaries of the District mainly because of the property’s close proximity and accessibility to the improvements. Therefore, maintenance of these public improvements renders a special and direct benefit to the parcels located throughout the District and the levy of a special assessment for the maintenance of the improvements is deemed appropriate.*

*The method of apportionment (Method of Assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from the landscape improvements within the District, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.*

*The assessment method used in spreading the annual landscape maintenance costs is based on an assessment unit (AU) factor as follows:*

*Each **Single Family Detached Residential Unit** is considered to be one AU and is assessed the cost attributable to one AU.*

***Multi-Family Residential Units** are assessed 0.70 or 70% of an AU since they have a higher density than Single Family Detached Units (number of dwelling units/acres). The decrease in assessment is a direct result of the reduced amount of assessable acreage per Multi-Family Unit and the reduction in occupancy per unit.*

*In converting **Developed Commercial, Industrial, Institutional and Other Non-Residential** properties to AUs, the factor used is based on the City of Placentia average single-family residential density of ten dwelling units per acre. Therefore, the parcels in this Class will be assessed 10 AU per acre or any portion thereof. These properties benefit from the maintenance of improvements because of the enhanced desirability resulting from well-kept landscape areas. Improved aesthetic appeal also increases the draw of businesses to purchase or lease property and the increased opportunity to draw clientele.*

***Assessable Undeveloped Acreage** also benefits from the maintenance and service of the landscape improvements. This benefit comes in the form of enhanced desirability due to the improved aesthetics of the area resulting from improvements. The enhanced aesthetics increases the desirability of the property to future homeowners and future commercial property owners or lessors. However, because the property is vacant, less use will be made of the improvements. It is reasonable to derive that vacant property, when compared to developed property, receives about half of the benefit of developed properties, therefore the Single Family Residence acreage equivalent used for developed non-residential properties of 10 AU per acres is reduced to 5 AU per acre for undeveloped land.<sup>2</sup>*

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<sup>2</sup> From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Landscape Maintenance District No. 92-1, dated June 4, 2013

Further clarification on the four benefit classes is provided below:

***Class I*** - Single family detached residential, including condominium form of ownership of single-family detached dwellings.

***Class II*** - Developed commercial, industrial, and institutional where a map or a building permit for construction has been issued as of March 15 of the prior Fiscal Year.

***Class III*** – Multi-family residential and attached residential, approved project where a map has been recorded or a building permit for construction of dwelling units has been issued as of March 15 of the prior Fiscal Year.

***Class IV*** – Undeveloped and all other properties that are not in Class I, II, or III regardless if they have been approved for future development or are in the process of securing development approval as of June 15 of the prior Fiscal Year.<sup>3</sup>

## Annual Assessment Calculation

For fiscal year 2023-24 the amount of Assessments for the District is not increased from prior years. The Calculations for maintenance, service and incidentals follows:

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<sup>3</sup> From the 2013-14 Engineer’s Annual Levy Report, City of Placentia, Landscape Maintenance District No. 92-1, dated June 4, 2013

**Table 2 – ASSESSMENT CALCULATION**

Class	Description	Quantity	AU Ratio		Assessment
			Factor		Units
I	Single Family	2,169 parcels	x	1.00	= 2,169.000 AU
II	Comm, Indust	27.927 acres	x	10.00	= 279.270 AU
III	Multi-Family	648 units	x	0.70	= 453.600 AU
IV	Undeveloped	8.88 acres	x	5.00	= 44.400 AU
<b>TOTAL Assessment Units</b>					<b>2,946.270 AU</b>

Proposed Assessment Rate		
	<b>\$456,288.83 / 2,946.270 AU</b>	<b>= \$154.87 /AU</b>

Class Assessments		
<u>Class I</u>	Single Family	<u>Each parcel is assessed at one assessment unit:</u> \$ 154.87 x 1.00 = \$ 154.87 /Parcel
<u>Class II</u>	Comm, Indust	<u>Each Acre is assessed at 10 assessment units:</u> \$ 154.87 x 10.00 = \$ 1,548.70 / Acre
<u>Class III</u>	Multi-Family	<u>Each Unit is assessed at 0.70 assessment units:</u> \$ 154.87 x 0.70 = \$ 108.41 /Unit
<u>Class IV</u>	Undeveloped	<u>Each Acre is assessed at 5 assessment units:</u> \$ 154.87 x 5.00 = \$ 774.35 /Acre

### Duration of Assessment

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the District. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

### **Appeals of Assessments Levied to Property**

Any property owner who feels that the Assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the City of Placentia City Administrator or his or her designee. Any such appeal is limited to correction of an Assessment during the then-current Fiscal Year and applicable law. Upon the filing of any such appeal, the City Administrator or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Administrator or his or her designee finds that the Assessment should be modified, the appropriate changes shall be made to the Assessment Roll. If any such changes are approved after the Assessment Roll has been filed with the County for collection, the City Administrator or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Administrator or his or her designee shall be referred to the Placentia City Council, and the decision of the City Council shall be final.

### **Assessment Funds Must Be Expended Within the District Area**

The net available Assessment funds, after incidental, administrative, financing and other costs shall be expended exclusively for Improvements within the boundaries of the District or as described herein, and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

## Assessment

**WHEREAS**, the City of Placentia directed the undersigned engineer of Work to prepare and file a report presenting an estimate of costs, a Diagram for the District and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

**NOW, THEREFORE**, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the Placentia City Council, hereby makes the following Assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for said Improvements and the expense incidental thereto, to be paid by the District for the Fiscal Year 2023-24 is generally as follows:

**Table 3 – FY 2023-24 Summary Cost Estimate**

Salaries & Benefits	\$ 91,800
Operating Expenses	315,900
Capital Expenses	0
Administration and Project Management	11,500
Total for Services	<u>\$ 419,200</u>
Less General Fund Contribution	0
Less Other Revenue	0
Amount to (from) Dedicated Reserves	37,089
Net Amount to Assessments	<u><u>\$ 456,289</u></u>

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

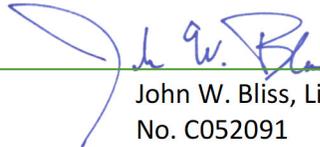
Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Orange for the Fiscal Year 2023-24. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby will place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the Fiscal Year 2023-24 for each parcel or lot of land within the District.

Dated: April 26, 2023

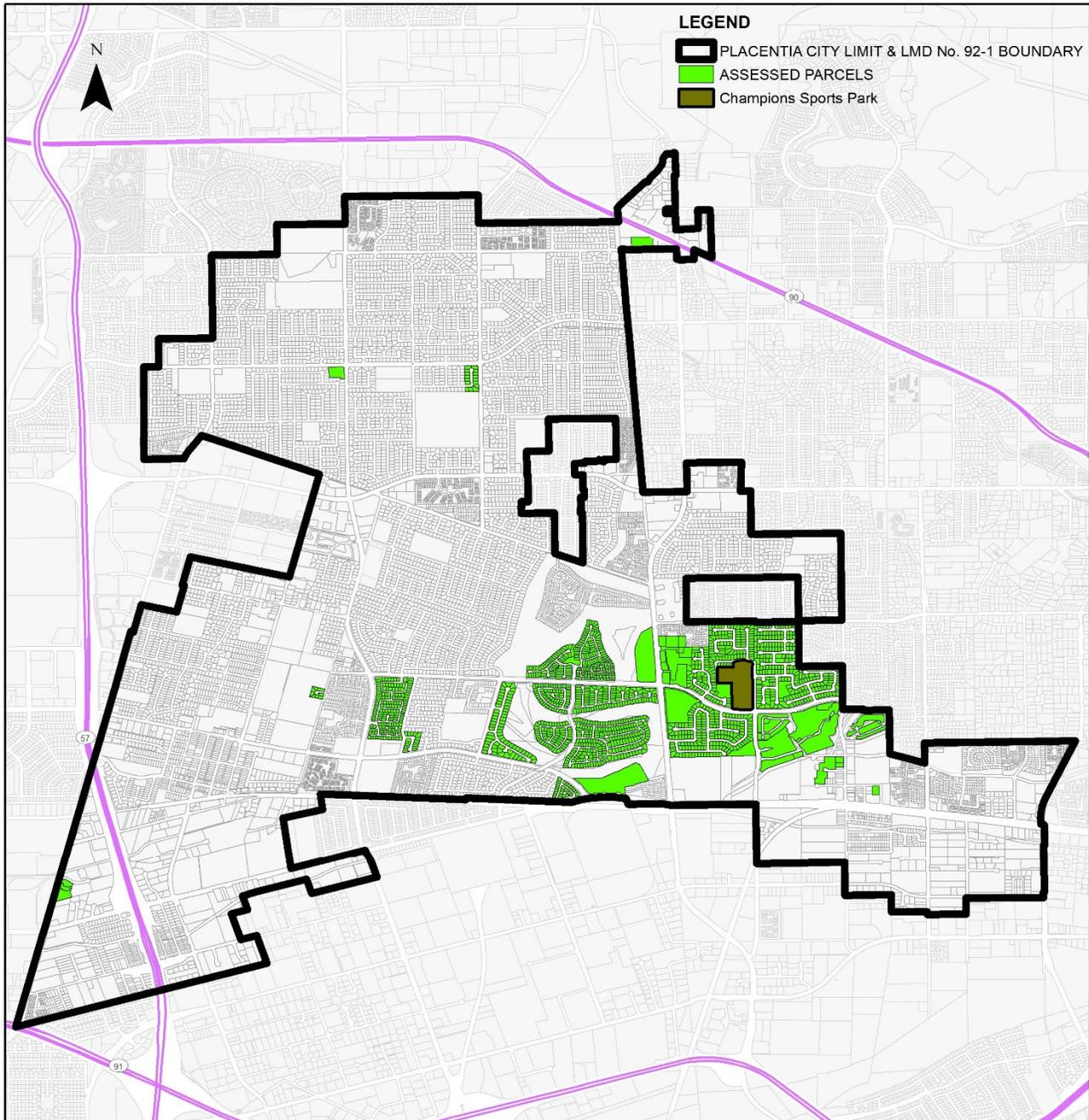
Engineer of Work



By  \_\_\_\_\_  
John W. Bliss, License  
No. C052091

## Assessment Diagram

The District boundary is conterminous with the City Limits. The parcels to be assessed in Landscape Maintenance District No. 92-1 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Placentia, and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Orange, for Fiscal Year 2023-24, and are incorporated herein by reference, and made a part of this Diagram and this Report.



PREPARED BY SCI CONSULTING GROUP  
4745 MANGELS BLVD  
FAIRFIELD CA 94534  
(707)430-4300

**CITY OF PLACENTIA LANDSCAPING MAINTENANCE DISTRICT No. 92-1  
ASSESSMENT DIAGRAM**

## Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 401 East Chapman Avenue, Placentia, California 92870.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR /PUBLIC SERVICES AND INFRASTRUCTURE

DATE: MAY 2, 2023

SUBJECT: **RESOLUTION RELATING TO FISCAL YEAR 2023-24 LEVY OF ASSESSMENTS TO THE CITY OF PLACENTIA STREET LIGHTING DISTRICT NO. 81-1 AND SETTING A PUBLIC HEARING FOR JUNE 6, 2023 AT 7:00 P.M.**

FISCAL  
IMPACT:

REVENUE:	\$135,286	(SLD-81-1 ASSESSMENTS)
	\$ 36,214	(TRANSFER IN FROM GENERAL FUND)
EXPENDITURES:	\$171,500	(PROPOSED FY 23-24 BUDGET SLD 81-1 FUND)

### **SUMMARY:**

Each year the City must conduct a public hearing to provide for the Levy of Assessments for the City of Placentia Street Lighting District ("SLD") No. 81-1 (the "District"), prepare a final Engineer's Report, and provide for any annexations into the District as proposed. This action will adopt resolutions necessary to set forth a public hearing for June 6, 2023, to provide for the Fiscal Year ("FY") 2023-24 Annual Levy of Assessments for SLD No. 81-1 as well as finalize the annual Engineer's Report.

### **RECOMMENDATION:**

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

1. Adopt Resolution R-2023-27, a Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report for Fiscal Year 2023-24 for the continuation of the annual assessments for Street Lighting District No. 81-1; and
2. Adopt Resolution R-2023-28, a Resolution of the City Council of the City of Placentia, California, declaring its intention to provide for an annual levy and collection of assessments for certain maintenance within an existing district, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting a time and place for public hearing thereon.

**1.d.**  
**May 2, 2023**

**STRATEGIC PLANNING STATEMENT:**

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

**DISCUSSION:**

The City Council adopted Resolution No. 81-R-133 on June 2, 1981, establishing SLD No. 81-1 pursuant to provisions of the Landscaping and Lighting Act of 1972, Division 15 of the Streets and Highway Code. SLD 81-1 generates revenue to pay for the electric utility costs for 814 streetlights located along arterial streets throughout the City. SLD No. 81-1 is divided into five (5) assessment zones. Zone A is made up of 3,281 residential parcels. Zone B consists of 269.712 acres of commercial and industrial land. Zone C, which includes parcels from the former Santa Fe Lighting District No. 1, no longer exists and has been folded into Zone B. Zone D includes 65 parcels that have a recorded tentative or final map but are not yet developed. Lastly, Zone E includes open space, streets, or landscaped parcels and is exempt from the assessment. The assessment rate charged varies by zone. Zone A properties pay \$27.38 per parcel per year. Zone B pays \$164.28 per acre, and Zone C properties pay a rate of \$8.21 per unit.

The legal authority for setting the assessments in SLD No. 81-1 is set forth in the Landscape and Lighting Act of 1972 found in Streets and Highways Code Section 22500, *et seq.*, and pertinent provisions of the California Government Code. The annual levy is for providing street lighting and means of assessment for maintenance of same in those existing and newly developing properties designated on the Boundary Map of the District, which is on file in the offices of the City Engineer and City Clerk.

SLD No. 81-1 is exempt from, and not subject to, the procedures and approval processes set forth in Article XIII D, Section 4 of the California Constitution enacted by Proposition 218 on November 5, 1996. The reason SLD No. 81-1 is not subject to Proposition 218 can be attributed to the fact that Proposition 218 also enacted Article XIII D, Sections 5 and 5(b) which exempted assessment districts formed prior to November 6, 1996 and which were formed pursuant to a petition signed by those owning all the parcels subject to the assessment at the time the assessment was initially imposed. This exemption is contingent on there being no increase in the amount assessed on a property owner in a category from the prior year. Since SLD No. 81-1 was formed prior to November 6, 1996 pursuant to a petition signed by those owning all the parcels subject to the assessment at the time the assessment was initially imposed, the District is exempt from the procedures and approval process set forth by Proposition 218.

**FISCAL IMPACT:**

SLD No. 81-1 has estimated expenditures of \$173,800 for FY 2023-24. The largest cost center is for electric utility costs which total \$160,000. The proposed assessment rates for FY 2023-24 will generate approximately \$135,286 in revenue leaving a negative balance of \$38,514, which is backfilled by the City's General Fund. SLD 81-1 has operated at a deficit for numerous years because of the limited ability to increase assessment rates to relieve the annual General Fund contribution to the District. Funding for the Engineer's Report has been appropriated in the adopted FY 2022-23 Budget. There is no impact to the General Fund associated with these recommended actions.

Prepared by:

  
\_\_\_\_\_  
Elsa Y. Robinson  
Senior Management Analyst

Reviewed and approved:

  
\_\_\_\_\_  
Luis Estevez  
Deputy City Administrator

Reviewed and approved:

  
\_\_\_\_\_  
Jennifer Lampman  
Director of Finance

Reviewed and approved:

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

Attachments:

1. Resolution R-2023-27, Directing Preparation of the Final Engineer's Report
2. Resolution R-2023-28, Setting a Public Hearing
3. Preliminary Engineer's Report – Placentia SLD-81-1 FY 2023-24

## RESOLUTION NO. R-2023-27

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DIRECTING PREPARATION OF THE ENGINEER'S REPORT FOR FISCAL YEAR 2023-24 FOR THE CONTINUATION OF THE ANNUAL ASSESSMENTS FOR STREET LIGHTING DISTRICT NO. 81-1

#### A. Recitals

(i). On June 2, 1981, by its Resolution No. 81-R-133, this Council ordered the formation of and levied the first assessment within the Placentia Street Lighting District No. 81-1 ("District") in accordance with the provisions of Article XIII D of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof); and

(ii). The City Council of the City of Placentia, California, desires to initiate proceedings for the annual levy of assessments for said District; and

(iii). The proceedings for the annual levy of assessments shall relate to the fiscal year commencing July 1, 2023, and ending June 30, 2024; and

(iv). The provisions of said Division 15, Part 2, require a written Report, consisting of the following:

1. Plans and specifications of the area of the works of improvement to be maintained;
2. An estimate of the costs for maintaining the improvements for the above-referenced fiscal year;
3. A diagram of the area proposed to be assessed;
4. An assessment of the estimated costs for maintenance work for said fiscal year.

#### B. Resolution

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

1. The Recitals set forth in Part A., above, are true and correct.
2. The purpose of the District is for the installation, maintenance, and servicing of street lighting improvements, as described in Section 3 below.
3. Within the Street Lighting District, the existing and proposed improvements to be undertaken by the City are generally described as the installation, maintenance and servicing of public facilities including, but not limited to, street lighting owned or

maintained by the City. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements.

4. SCI Consulting Group is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare the final Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIII D of the California Constitution. Upon completion, the Engineer shall file the Engineer's Report with the City Clerk for submission to the Council.

**APPROVED and ADOPTED this 2<sup>nd</sup> day of May 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 adopted at a regular meeting of the City Council held on the 2<sup>nd</sup> day of May 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

**RESOLUTION NO. R-2023-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DECLARING ITS INTENTION TO PROVIDE FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR CERTAIN MAINTENANCE WITHIN AN EXISTING DISTRICT, PURSUANT TO THE PROVISIONS OF DIVISION 15, PART 2, OF THE CALIFORNIA STREETS AND HIGHWAYS CODE AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING THEREON.**

**A. Recitals**

(i). The City Council of the City of Placentia, in 1981, formed a street lighting district pursuant to the terms and provisions of the Landscaping and Lighting Act of 1972 (“Act”), Division 15, Part 2, of the California Streets and Highways Code, in what is known and designated as:

**CITY OF PLACENTIA  
STREET LIGHTING DISTRICT NO. 81-1**

(Hereinafter the “District.”)

(ii). Proposition 218 adopted November 5, 1996 added Articles XIII C and XIII D to the California Constitution providing, at Article XIII D, § 5, that new assessment districts formed after November 6, 1996 and assessment increases in existing assessment districts be subject to specified procedures and approval processes set forth in Article XIII D, § 4; and

(iii). California Constitution Article XIII D, §§ 5 and 5 (b), provides that any assessment imposed in an assessment district formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time such district was formed and the assessment initially imposed, provided there is no increase in the amount assessed on an owner in a particular category of assessment unit, shall be exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(iv). The District was formed prior to November 6, 1996 pursuant to a petition signed by those owning all of the parcels subject to the assessment at the time the assessment was initially imposed; and

(v). There is no increase in the amount proposed to be assessed on any parcel within the District in any category of assessment unit, for the period from Fiscal Year

2022-23 to Fiscal Year 2023-24, thereby rendering the District exempt from the procedures and approval process set forth in Article XIII D, § 4; and

(vi). The City Council desires, pursuant to the provisions of the Act to provide for the annual levy of assessments for the 2023-24 Fiscal Year, to provide for the costs and expenses reasonably necessary for the maintenance of improvements within said District; and

(vii). The assessment engineer has presented a report (“Report”), as required by law, setting forth the reasonably necessary maintenance for Fiscal Year 2023-24 and setting forth the recommended levy, therefore.

## **B. Resolution**

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

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.
2. The Report has been made, filed with the City Clerk, and duly considered by the City Council and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.
3. The public interest and convenience require the annual levy and collection of special assessments for the continual maintenance of improvements, to serve and benefit said District as set forth in the Report of the Engineer, incorporated herein as a part hereof.
4. The Report, setting forth the reasonably necessary maintenance for Fiscal Year 2023-24 and setting forth the recommended levy, therefore, hereby is received and is directed to be filed in the Office of the City Clerk.
5. The public interest and convenience require, and it is the intention of this City Council to order, reasonably necessary maintenance for Fiscal Year 2023-24, and further it is determined to be in the public interest and convenience to levy and collect annual assessments to pay the costs and expenses of said maintenance and improvements as estimated in said “Report.”
6. The assessments levied and collected shall be for the maintenance of certain street light improvements, maintenance, and servicing as set forth in the Engineer's Report, referenced and so incorporated herein.
7. NOTICE IS HEREBY GIVEN THAT ON TUESDAY, JUNE 6, 2023, AT 7:00 P.M. OR AS SOON THEREAFTER AS THE MATTER MAY BE HEARD, IN THE COUNCIL CHAMBERS LOCATED AT 401 E. CHAPMAN AVENUE, PLACENTIA, THE

CITY COUNCIL SHALL CONDUCT A PUBLIC HEARING TO RECEIVE PROTESTS OR OBJECTIONS, IF ANY THERE BE, REGARDING THE LEVEL OF MAINTENANCE AND THE LEVY OF ASSESSMENTS WITHIN AND UPON ALL PROPERTY WITHIN STREET LIGHTING DISTRICT NO. 81-1. ANY PERSON WHO WISHES TO OBJECT TO THE PROCEEDINGS FOR THE ANNUAL LEVY SHOULD FILE A WRITTEN PROTEST WITH THE CITY CLERK PRIOR TO THE TIME SET AND SCHEDULED FOR SAID PUBLIC HEARING.

8. The City Council hereby directs the City Clerk to give notice of a public hearing, pursuant to California Government Code § 6061, in a newspaper of general circulation within the City.

9. The City Clerk is further directed to cause a copy of this Resolution to be posted upon the official bulletin board customarily used for the posting of notices and to mail, by first class mail, a copy of the notice to those interested parties who have filed written requests.

10. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed:

Elsa Robinson  
Public Works Department  
City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870  
(714) 993-8148

**APPROVED and ADOPTED this 2<sup>nd</sup> day of May 2023**

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Ward L. Smith, Mayor

ATTEST:

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Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 2<sup>nd</sup> day of May 2023 by the following vote:

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

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Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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Christian L. Bettenhausen, City Attorney



# ENGINEER'S REPORT

## City of Placentia

Street Lighting District No. 81-1

Fiscal Year 2023-2024

April 2023

Pursuant to the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution

Engineer of Work:



**SCI Consulting Group**  
Public Finance Consulting Services

4745 Mangels Boulevard  
Fairfield, California 94534  
707.430.4300  
[www.sci-cg.com](http://www.sci-cg.com)

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# City of Placentia

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## City Council

Ward L. Smith, Mayor, District 5  
Jeremy B. Yamaguchi, Mayor Pro Tem, District 3  
Rhonda Shader, Councilmember, District 1  
Kevin Kirwin, Councilmember, District 2  
Chad P. Wanke, Councilmember, District 4

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## City Administrator

Damien Arrula

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## Deputy City Administrator

Luis Estevez

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## City Attorney

Christian L. Bettenhausen

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## Engineer of Work

SCI Consulting Group  
Lead Assessment Engineer, John W. Bliss, P.E.

## Table of Contents

<b>Introduction.....</b>	<b>1</b>
Overview .....	1
Engineer’s Report and Continuation of Assessments .....	1
Street Lighting District Background.....	2
Legislative Analysis .....	3
<b>Plans and Specifications.....</b>	<b>7</b>
<b>Fiscal Year 2023-24 Estimate of Cost and Budget .....</b>	<b>9</b>
Budget for Fiscal Year 2023-24.....	9
<b>Method of Assessment .....</b>	<b>11</b>
Method of Apportionment.....	11
Discussion of Benefit .....	11
Special Benefit.....	12
General Versus Special Benefit .....	14
Quantification of General Benefit .....	14
Method of Apportionment.....	17
Annual Assessment Calculation .....	18
Duration of Assessment .....	19
Appeals and Interpretation .....	20
<b>Assessment Statement .....</b>	<b>21</b>
<b>Assessment Diagram.....</b>	<b>23</b>
<b>Assessment Roll.....</b>	<b>25</b>

## List of Tables

Table 1 – District Facilities .....	7
Table 2 – FY 2023-24 Estimate of Costs .....	9
Table 3 – Calculation of General Benefit .....	15
Table 4 – Assessment Calculation.....	19
Table 5 – FY 2023-24 Summary Costs Estimate .....	21

## Introduction

### Overview

The City of Placentia (the “City”) serves and maintains streetlights and associated improvements (the “Improvements”) in certain parts of the City. In order to fund the maintenance and operation (the “Services”) of these projects and improvements, the City has formed Street Lighting District No. 81-1 (“District”). This Engineer’s Report (“Report”) was prepared to establish the budget for maintenance and operation of the Improvements (as described below) that will be funded by the 2023-24 assessments and other revenue, and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the “Act”) and Article XIID of the California Constitution (the “Article”).

### Engineer’s Report and Continuation of Assessments

The assessment has been continued for over 30 years. In each subsequent year for which the assessments will be continued, the Placentia City Council (the “Council”) must direct the preparation of an Engineer’s Report, budgets, and proposed assessments for the upcoming fiscal year. After the report is completed, the City Council may preliminarily approve the Engineer’s Report and the continued assessments and establish the date for a public hearing on the continuation of the assessments. Accordingly, this Engineer’s Report (the “Report”) was prepared pursuant to the direction of the City Council.

As required by the Act, this Report includes plans and specifications, a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District.

If the Council approves this Engineer’s Report and the continuation of the Assessments by resolution, a notice of public hearing must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer’s Report and establishing the date for a public hearing is typically used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the Assessments. This hearing is currently scheduled for June 6, 2023. At this hearing, the Council will consider approval of a resolution confirming the continuation of the Assessments for fiscal year 2023-24. If so confirmed and approved, the Assessments would be submitted to the Orange County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2023-24.

Beginning in 2014, SCI Consulting Group became the Assessment Engineer for the District. To maintain an accurate reference and legally defensible record of the District, pertinent language used in previous engineer's reports has been retained herein and is cited in italics as appropriate.

### Street Lighting District Background

Street Lighting District No. 81-1 was formed in 1981. Prior to that, the County of Orange had established and maintained street lighting assessment districts within the City of Placentia. After the passage of Proposition 13 in 1978, the County decided to cease annexations to its existing districts. In response to that, the City formed its own district (No. 81-1) to allow for future development to be included in an assessment district providing street lighting services.

The portions of the City previously included in the County's street light assessment remained under the County's jurisdiction until 1996, when the City took over management of those areas. However, they were not annexed into District No. 81-1, and continue to be funded and operated separately from the District. Therefore, those areas and the parcels therein are not included in this report or the assessment calculations herein.

## Legislative Analysis

### Proposition 218

The Right to Vote on Taxes Act was approved by the voters of California on November 6, 1996, and is now Article XIII C and XIII D of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property

### Silicon Valley Taxpayers Association, Inc. V Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA”). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special benefits to property, not general benefits.
- The services and/or improvements funded by assessments must be clearly defined.
- Assessment districts must be drawn to contain all parcels that receive a special benefit from a proposed public improvement.
- Assessments paid in each assessment district must be proportional to the special benefit received by each such parcel from the improvements and services funded by the assessment.

This Engineer’s Report and the process used to establish the continuation of the assessments for fiscal year 2023-24 are consistent with the SVTA decision and with the requirements of Article XIII C and XIII D of the California Constitution based on the following factors:

1. The District is drawn to include the entire City; although only parcels deriving special benefits are included in the assessment rolls. Thus, zones of benefit are not required and the assessment revenue derived from real property in the District is extended only on the Improvements in the District.

2. The Improvements which are constructed and maintained with assessment proceeds in the District are located in close proximity to the real property subject to the assessment. The Improvements provide illumination to streets and sidewalks enabling improved access to the residents of such assessed property. The proximity of the Improvements to the assessed parcels and the improved access and increased safety provided to of the residents of the assessed parcels by the Improvements provides a special benefit to the parcel being assessed pursuant to the factors outlined by the Supreme Court in that decision.
3. Due to their proximity to the assessed parcels, the Improvements financed with assessment revenues in the District benefit the properties in that District in a manner different in kind from the benefit that other parcels of real property in the City derive from such Improvements, and the benefits conferred on such property in the District are more extensive than a general increase in property values.
4. The assessments paid in the District are proportional to the special benefit that each parcel within that Assessment District receives from the Improvements because:
5. The specific lighting Improvements and maintenance and utility costs thereof in the District and the costs thereof are specified in this Report; and
6. Such Improvement and maintenance costs in the District are allocated among different types of property located within the District, and equally among those properties which have similar characteristics, such as single-family residential parcels, multi-family residential parcels, commercial parcels, industrial parcels, etc.

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### **Dahms v. Downtown Pomona Property**

On June 8, 2009, the 4<sup>th</sup> Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona in Dahms v. Downtown Pomona Property (“Dahms”). On July 22, 2009, the California Supreme Court denied review. In Dahms the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

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**Bonander v. Town of Tiburon**

On December 31, 2009, in *Bonander v. Town of Tiburon* (“*Bonander*”), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

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**Beutz v. County of Riverside**

On May 26, 2010 the 4th District Court of Appeals issued a decision in the *Steven Beutz v. County of Riverside* (“*Beutz*”). This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services was not explicitly calculated, quantified and separated from the special benefits.

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**Golden Hill Neighborhood Association v. City of San Diego**

On September 22, 2011, the San Diego Court of Appeal issued a decision on the *Golden Hill Neighborhood Association v. City of San Diego* appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

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**Compliance with Current Law**

This Engineer’s Report is consistent with the requirements of Article XIII C and XIII D of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the District; and the Improvements provide a direct advantage to property in the District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz, Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and Services and proportional special benefit to each property, rather than the proportional cost to the District to provide the Improvements to specific properties.

## Plans and Specifications

The work and Improvements proposed to be undertaken by the City and the cost thereof paid from the levy of the annual assessment provide special benefit to Assessor Parcels within the District defined in the Method of Assessment herein. Consistent with the Act, the Improvements are generally described as follows:

### *Facilities and Improvements*

*The facilities and improvements within the District are defined as street light standards, their appurtenances and energy and maintenance costs to operate them. Street lighting systems in the District consist of Edison-owned lights as of the date of this report, as shown below.*

**Table 1 – District Facilities**

No. of Lights	Size of Lumens	Type of Light	Owner
31	5800	Sodium Vapor	S.C.E.
43	9500	Sodium Vapor	S.C.E.
222	16000	Sodium Vapor	S.C.E.
518	22000	Sodium Vapor	S.C.E.
<b>Total</b>	<b>814</b>		

### *Scope of Work*

*Southern California Edison company (S.C.E) shall be the supplier of electrical energy for all of the above listed street lights as well as providing needed maintenance and replacements for those street lights owned by S.C.E. Costs for electrical energy and maintenance of S.C.E-owned street lights shall be billed to the City by S.C.E. The City shall disburse payments to S.C.E. from the Special Fund established for the District. Costs incurred by the City for: administration, engineering, operations and other related requirements shall be paid from the District's Special Fund for those costs.*

### *Changes and Modifications to the District*

*Modifications to the District structure could include but are not limited to:*

- *Substantial changes or expansion of the improvements provided*
- *Substantial changes in the service provided*
- *Modifications or restructuring of the district including annexation or detachment of specific parcels*
- *Revisions in the method of apportionment*
- *Proposed new or increased assessments*<sup>1</sup>

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<sup>1</sup> From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Street Lighting District No. 81-1, dated June 4, 2013.

## Fiscal Year 2023-24 Estimate of Cost and Budget

### Budget for Fiscal Year 2023-24

The 1972 Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment spread including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing and all other costs identified with the District proceedings.

An estimate of District costs for fiscal year 2023-24 for the maintenance and servicing of the Improvements is provided below.

**Table 2 – FY 2023-24 Estimate of Costs**

<u>Expenditure Item</u>	<u>Amount</u>
Legal Services	\$ -
Engineering Services	10,500
Other Professional Services	-
Repair / Maintenance Services	-
Advertising	1,000
City Administrative Services	-
Postage	-
Electricity	160,000
Estimated Expenditures	<u><u>\$ 171,500</u></u>
<hr/>	
<u>Revenue Item</u>	<u>Amount</u>
Direct Benefit Assessments	\$ 136,245
General Fund Contribution	35,255
Estimated Revenues	<u><u>\$ 171,500</u></u>
<hr/>	
<u>Budget Allocation to Parcels</u>	<u>Amount</u>
Total Assessment Budget <sup>A</sup>	\$ 136,245
Total Assessment Units (AUs)	4,976.060
Assessment per Assessment Unit (AU) <sup>B</sup>	<u><u>\$ 27.38</u></u>

Notes to Estimate of Costs:

A. The Act requires that proceeds from the assessments must be deposited into a special fund that has been set up for the revenues and expenditures of the District. Moreover, funds raised by the assessment shall be used only for the purposes stated within this Report. Any balance remaining at the end of the Fiscal Year, June 30, must be carried over to the next Fiscal Year. The District may

also establish a reserve fund for contingencies and special projects as well as a capital improvement fund for accumulating funds for larger capital improvement projects or capital renovation needs. Any remaining balance would either be placed in the reserve fund, the capital improvement fund, or would be used to reduce future years' assessments.

B. The rate shown here is for an Assessment Unit (single family home or its equivalent). For the definition of the term AU and rates for other types of property, see the section titled, "Method of Assessment" and the sections following it in this report.

## Method of Assessment

### Method of Apportionment

This section of the Engineer's Report includes an explanation of the benefits to be derived from the installation, maintenance and servicing of the Improvements throughout the District and the Assessment methodology used to apportion the total Assessment to properties within the Assessment District.

The District consists of certain assessor parcels within the boundaries as defined by the Assessment Diagram referenced in this report and the parcels identified by the Assessor Parcel Numbers listed with the levy roll. The parcel list includes all privately and publicly owned parcels as shown. The method used for apportioning the Assessment is based on the proportional special benefits to be derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements, and the second step is to allocate the Assessments to property based on the estimated relative special benefit for each type of property.

### Discussion of Benefit

In summary, the Assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the Improvements or a property owner's specific demographic status. With reference to the requirements for Assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

*The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.*

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that Assessments must be based on the special benefit to property and that the special benefits must exceed the cost of the assessment:

*No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.*

The SVTA decision clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits.

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the Improvements to be provided with the assessment proceeds. These types of special benefit are summarized as follows:

- A. Creation of individual lots for residential and commercial use that, in absence of the Assessments, would not have been created
- B. Improved visibility and safety
- C. Improved access
- D. Improved community character and vitality

## Special Benefit

The special benefits from the Improvements are further detailed below:

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### **Creation of Individual Lots for Residential and Commercial Use that, in Absence of the Assessments, Would Not Have Been Created**

In most of the District, the original owner/developer(s) of the property within the District agreed unanimously to the Assessments. The Assessments provide the necessary funding for public improvements that were required as a condition of development and subdivision approval. Therefore, such Assessments allowed the original property to be subdivided and for development of the parcels to occur. As parcels were sold, new owners were informed of the Assessments through the title reports, and in some cases, through Department of Real Estate “White Paper” reports that the parcels were subject to assessment. Purchase of property was also an “agreement” to pay the Assessment. Therefore, in absence of the Assessments, the lots within most of the District would not have been created. These parcels, and the improvements that were constructed on the parcels, receive direct advantage and special benefit from the Assessments.

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### **Improved Visibility and Safety**

Well maintained, effective street lighting provides special benefit to proximate parcels, within the range of the light, because it allows for safer and improved use of the property in the evenings and at night. Street lighting provides special benefit as it increases neighborhood safety and reduces the likelihood of crime on the proximate parcels. Over time, the Improvements continue to confer a particular and distinct special benefit upon parcels within the District because of the nature of the Improvements. The proper maintenance of the streetlights and appurtenant facilities reduces property-related crimes, especially vandalism, against assessed properties in the District.

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### **Improved Access**

Well maintained, effective street lighting enhances ingress, egress and accessibility of all forms to the assessed parcels in the evening and at night by increasing visibility. Improved visibility also helps prevent local and pedestrian traffic accidents related to the assessed parcels.

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### **Improved Community Character and Vitality**

Well maintained, effective street lighting promotes evening and nighttime social interaction of residents and customers of businesses and industry. This creates a positive atmosphere and enhanced community image in the evening and at night for the assessed parcels.

All of the above-mentioned items also contribute to a specific enhancement to each of the parcels within the District. The proximate street lights clearly make each parcel safer, more visible, more accessible, more useful, more valuable and more desirable; and this further strengthens the basis of these Assessments.

### General Versus Special Benefit

The proceeds from the District are used to fund Improvements and increased levels of maintenance to the public facilities that serve and benefit the assessed properties in the District. In absence of the District, such Improvements would not be properly maintained. Therefore, the District's purpose is to ensure that the necessary and beneficial public facilities for property in the District are properly maintained and repaired over time. The assessments will ensure that street lighting and associated improvements within and adjacent to the District are functional, well maintained and safe. These public resources directly benefit the property in the District and will confer distinct and special benefits to the assessed properties within the District. Moreover, in absence of the assessments, a condition of development would not be met and future construction in the District could be denied. The creation of individual lots, if any, and the approval for construction in the District, is the overriding clear and distinct special benefit conferred exclusively on property in the District and not enjoyed by other properties outside the District. Therefore, the assessments solely provide special benefit to assessed property in the District over and above the general benefits conferred to the public at large or properties outside the District.

Although the Improvements maintained by the Services may be available to the general public at large, the Improvements and Services are specifically designed, located and created to provide additional and improved resources for property inside the District, and not the public at large. Other properties that are outside the District do not enjoy the unique proximity and other special benefit factors described previously. These Improvements and Services are of special benefit to properties located within the District because they provide a direct advantage to properties in the District that would not be provided in absence of the Assessments. Any general benefits to surrounding properties outside of the District, if any there were, are collateral and conferred concomitantly.

### Quantification of General Benefit

Although the analysis used to support these assessments concludes that the benefits are solely special, as described above, consideration is made for the suggestion that a portion of the benefits are general. General benefits cannot be funded by these assessments – the funding must come from other sources.

The maintenance and servicing of these improvements is also partially funded, directly and indirectly from other sources including the City of Placentia, Orange County, and the State of California. This funding comes in the form of grants, development fees, special programs, and general funds, as well as direct maintenance and servicing of other co-located facilities (e.g., curbs, gutters, streets, drainage systems, etc.). This funding from other sources more than compensates for general benefits, if any, received by the properties within the District.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer’s Report, and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer’s Report fund Improvements and Services directly provided within the District, and every benefiting property in the District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments.

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### Step 1 – Calculate General Benefit

The General Benefits from this assessment may be quantified as illustrated in the following table.

**Table 3 – Calculation of General Benefit**

<b>Benefit Factor</b>	<b>Relative Weight</b>	<b>General Benefit Contribution</b>	<b>Relative General Benefit</b>
Creation of individual lots for development or approval of building permits	85	0%	0
Improved nighttime visibility and safety	5	25%	1.25
Improved Access	5	25%	1.25
Improved Community Character and Vitality	5	25%	1.25
Total	100		3.75
<b>Total Calculated General Benefit</b>			<b>3.75%</b>

As a result, the City of Placentia will contribute at least 2.5% of the total budget from sources other than the assessment. This contribution offsets any general benefits from the Assessment Services.

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### **Step 2 – Calculate the Current General Benefit Contribution from the City**

This general benefit contribution is the sum of the following components:

The City of Placentia owns, maintains, rehabilitates and replaces curb and gutter along the border of the District improvements. This curb and gutter serves to support, contain, retain, manage irrigation flow and growth, and provide a boundary for the Improvements. The contribution from the City of Placentia towards general benefit from the maintenance, rehabilitation, and replacement of the curb and gutter is conservatively estimated to be 1%.

The City of Placentia owns and maintains a storm drainage system along the border of the District Improvements. This system serves to prevent flooding and associated damage to the improvements, and manage urban runoff including local pollutants loading from the Improvements. The contribution from the City of Placentia towards general benefit from the maintenance, and operation of the local storm drainage system is conservatively estimated to be 1%.

The City of Placentia owns and maintains local public streets along the border of the District Improvements. These public streets provide access to the Improvements for its enjoyment as well as efficient maintenance. The contribution from the City of Placentia towards general benefit from the maintenance of local public streets is conservatively estimated to be 1%.

The value of the construction of the improvements can be quantified and monetized as an annuity. Since this construction was performed and paid for by non-assessment funds, this “annuity” can be used to offset general benefit costs, and is conservatively estimated to contribute 10%.

Therefore the total General Benefit is conservatively quantified at 2.5% which is more than offset by the total non-assessment contribution towards general benefit of 13%.

## Method of Apportionment

The development of an Assessment methodology requires apportioning to determine the relative special benefit for each property. As the District was formed by a different engineer of record, the precise language from the most recent Engineer's Report is included below:

*The methodology used fairly distributes the cost of the street lighting system in relation to the benefits received. For Fiscal Year 2023-24 there are 3,696 parcels of property in the District, grouped into one of three benefit zones for assessment purposes. The District was originally established with five benefit zones (A through E) to distinguish variations in benefit. However, Zone C is no longer applicable. The five benefit zones originally established for the District include the following:*

*Zone A: Single Family residential, whether detached or condominium.*

*Zone B: Commercial, industrial, churches, apartments, etc., either developed or in process of development.*

*Zone C: Parcels in the former Santa Fe Lighting District No. 1. This zone designation was originally established to distinguish specific non-residential parcels that were previously part of the Santa Fe Lighting District No. 1 and were annexed to this District. Originally, the assessments for these parcels included a temporary loan. The loan recoupment has been satisfied and these parcels are now included as part of Zone B.*

*Zone D: Parcels that have a recorded tentative or final map, but are not yet developed.*

*Zone E: Open Space, street areas, or landscape strip parcels are considered to receive no benefit. Parcels within this zone are exempt from assessment.*

*The basic methodology of apportionment developed for this District in 1981-82 is based on assessment unit. This methodology assigns each residential parcel in Zone A one assessment unit (AU). The relationship between residential parcels in Zone A and acreage parcels in Zone B was established at a six to one ratio based on general density figures for the City. Zone C originally designated parcels that were part of the former Santa Fe Street Lighting District No. 1. The assessments for parcels in Zone C originally included the conversion improvement costs associated with these parcels and were spread over a two-year period. These conversion costs have been satisfied and the Zone C parcels are now included in Zone B. Zone C has been eliminated. Zone D designates*

*parcels where the final tract or parcel maps have been approved and recorded, however construction is not yet in progress. This zone is assessed at 30% of one assessment unit per parcel or proposed parcels based on the approved tract map, whichever is the greater of the two.<sup>2</sup>*

## Annual Assessment Calculation

For fiscal year 2023-24, the amount of Assessments for the District is not increased from prior years. The calculations for maintenance, service and incidentals follows:

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<sup>2</sup> From the 2013-14 Engineer's Annual Levy Report, City of Placentia, Street Lighting District No. 81-1, dated June 4, 2013. Zone E was reported to have 33 parcels, but they were not identified in the accompanying data. Therefore those parcels are not included in the current data. Because they are exempt from assessment, there is no effect on the assessment apportionment calculations.

Table 4 – Assessment Calculation

Zone	Quantity	AU Ratio Factor			Assessment Units
A	3,377 units	x	1.00	=	3,377.000 AU
B	263.260 acres	x	6.00	=	1,579.560 AU
D	65 units	x	0.30	=	19.500 AU
<b>TOTAL Assessment Units</b>					<b>4,976.060 AU</b>

<b>AU Cost</b>	<b>\$136,244.52</b>	<b>/</b>	<b>4,976.060 AU</b>	<b>=</b>	<b>\$27.38 /AU</b>
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Zone Assessments					
<u>Zone A</u>	<u>Each residential unit is assessed at one assessment unit:</u>				
	\$27.38	x	1.00	=	27.38 /Parcel
<u>Zone B</u>	<u>Each acre is assessed at six assessment units:</u>				
	\$27.38	x	6.00	=	164.28 /Acre
<u>Zone D</u>	<u>Each unit or parcel (the greater) is assessed at 0.30 assessment units</u>				
	\$27.38	x	0.30	=	8.21 /Unit

### Duration of Assessment

The District was formed or annexed in previous years. It is proposed that the Assessments be continued every year after their formation or annexation, so long as the public Improvements need to be maintained and improved, and the City requires funding from the Assessments for these Improvements in the Assessment Districts. As noted previously, the Assessment can continue to be levied annually after the City Council approves an annually updated Engineer's Report, budget for the Assessment, Improvements to be provided, and other specifics of the Assessment. In addition, the City Council must hold an annual public hearing to continue the Assessment.

## Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City of Placentia Public Works department. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City of Placentia City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer of the City of Placentia or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the City Engineer or her or his designee shall be referred to the Public Works Manager, whose decision shall be final.

## Assessment Statement

**WHEREAS**, the City of Placentia directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the District, and an assessment of the estimated costs of the Improvements upon all assessable parcels within the District;

**NOW, THEREFORE**, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution, and the order of the Placentia City Council, hereby makes the following assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the District.

The amount to be paid for the Improvements and the expense incidental thereto, to be paid by the District for the fiscal year 2023-24 is generally as follows:

**Table 5 – FY 2023-24 Summary Costs Estimate  
For Street Lighting District No. 81 -1**

Operating Expenses	\$	161,000
Capital Expenses		0
Administration and Project Management		10,500
Total for Services	\$	<u>171,500</u>
Less General Fund Contribution	\$	(35,255)
Less Other Revenue		0.00
Amount to (from) Dedicated Reserves		0.00
Net Amount to Assessments	\$	<u>136,245</u>

As required by the Act, an Assessment Diagram of the District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The Assessments are made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

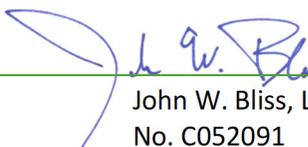
Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Orange for the Fiscal Year 2023-24. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2023-24 for each parcel or lot of land within the District.

Dated: April 26, 2023

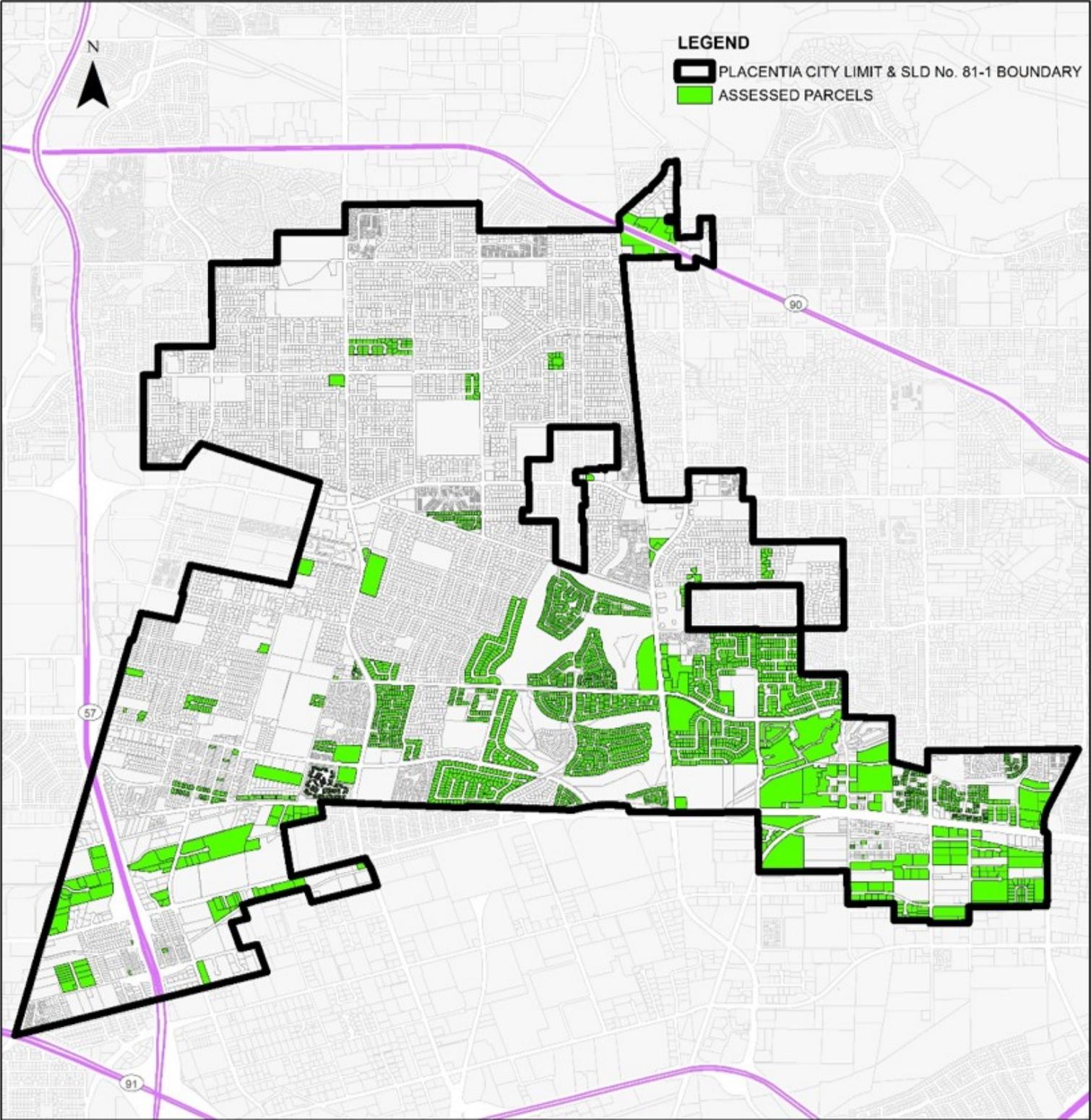
Engineer of Work



By  \_\_\_\_\_  
John W. Bliss, License  
No. C052091

## Assessment Diagram

The District boundary is conterminous with the City Limits. The parcels to be assessed in Street Lighting District No. 81-1 are shown on the Assessment Diagram, which is on file with the City Clerk of the City of Placentia, and includes all those properties included in the original formation of the District and subsequent annexations. The following Assessment Diagram is for general location only and is not to be considered the official boundary map. The lines and dimensions of each lot or parcel within the District are those lines and dimensions as shown on the maps of the Assessor of the County of Orange, for Fiscal Year 2023-24, and are incorporated herein by reference, and made a part of this Diagram and this Report.



PREPARED BY SCI CONSULTING GROUP  
4745 MANGELS BLVD  
FAIRFIELD CA 94534  
(707)430-4300

**CITY OF PLACENTIA STREET LIGHTING DISTRICT No. 81-1  
ASSESSMENT DIAGRAM**

**City of Placentia**  
Street Lighting District No. 81-1  
Engineer's Report, FY 2023-24



## Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the District and the amount of the Assessment) will be filed with the City Clerk and is, by reference, made part of this Report and is available for public inspection during normal office hours at the City Hall at 401 East Chapman Avenue, Placentia, California 92870.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: MAY 2, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH HdL, COREN & CONE FOR PROPERTY TAX CONSULTING SERVICES**

FISCAL

IMPACT: EXPENSE: \$15,715 ANNUALLY PLUS HOURLY FEES FOR AS-NEEDED CONSULTING SERVICES

BUDGETED: FUNDING INCLUDED IN FY23/24 PROPOSED BUDGET

### **SUMMARY:**

City Staff relies upon accurate, thorough property tax collection information to estimate revenues for budget purposes, assess progress in collecting property tax revenues throughout the year, and to monitor economic trends of local real estate. Additionally, Staff must be sure that real estate parcels are recorded within the correct tax revenue area (TRA) by the County of Orange so that property tax allocation that is due to the City will not be paid to another agency in error. The specialized skills and equipment needed to undertake such analysis is beyond the scope of Staff and the cost of specialized software is prohibitively expensive. Therefore, it is more practical to hire contractors with the appropriate skills, training, and equipment to perform property tax analysis for the City.

### **RECOMMENDATION:**

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

1. Approve the Professional Services Agreement with HdL, Coren and Cone for Property Tax Management, Information and Audit Services for a five-year term ending June 30, 2027; and
2. Authorize the City Administrator and/or his designee to execute all 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 # 1 Ensure Long-Term Fiscal Sustainability under Objective #1.4, which protects and preserves existing economic development/property nodes throughout the City to maximize revenues to prevent over-reliance upon any one source.

**1.e.**  
**May 2, 2023**

**DISCUSSION:**

The County of Orange makes property tax collection data available to local government agencies for analysis and tracking purposes. However, additional analysis of the data is needed before meaningful reports can be created for use by Staff. Additionally, if recording errors are made by the County it can lead to allocations of property tax to the wrong agency. If the errors can be identified and brought to the attention of County staff, the allocations can be recovered and reallocated to the correct agency.

HdL, Coren and Cone (HdLCC), a California Corporation, is qualified to perform such specialized analysis. The City has utilized their services for the past twenty (20) years with exceptional results. Many other local cities also use HdL, Coren and Cone and have experienced similar results in recovering misallocated property tax.

In addition to their audit and analysis services, HdLCC also provides a web-based software application to its clients to access the City's property tax data and is updated monthly to provide information on changes in ownership, updated appeal filings and deed recordings. This tool is essential in forecasting property tax revenue as well as economic development opportunities.

The annual cost for basic service is \$15,715 per year which is based upon the number of parcels in the City of Placentia (14,282 parcels). In addition, HDL shall receive twenty-five percent (25%) of General Fund or tax increment property tax revenue owed to the City as a result, either directly or indirectly, of an audit performed by HDL. The amount of erroneously allocated property tax is hard to predict but would help offset the costs of this contract.

**FISCAL IMPACT:**

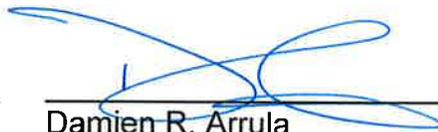
Fiscal Years 2023-24: \$15,715 annual fixed fee plus hourly rate for additional as-needed consulting services. The base annual fee will be adjusted annually by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers index. The cost for this service has been included within the proposed 2023-24 fiscal year budget.

Prepared by:



Jennifer Lampman  
Director of Finance

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachment:**

Professional Services Agreement

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
HDL COREN & CONE**

THIS AGREEMENT is made and entered into this 1st day of July, 2023 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and HDL COREN & CONE (“HdLCC”) a California Corporation (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent consultant to provide property tax consulting services, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

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

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

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

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

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of sixty (60) months, ending on June 30, 2028 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

## **5.0. INSURANCE**

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

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

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

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

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

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:

HdL, Coren and Cone  
120 S. State College Blvd., Suite 200  
Brea, CA 92821  
Tel: (714) 879-5000

Attn: Paula Cone, President

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: (714) 993-8229

Attn: Jennifer Lampan,  
Finance Director

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 without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or 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

\_\_\_\_\_  
Mayor

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

ATTEST:

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

CONSULTANT

*Paula J Cone*  
\_\_\_\_\_  
Signature

Date: 04/21/2023

Paula J Cone President  
Name and Title

95-4398586  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

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

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

APPROVED AS TO INSURANCE:

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

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Jennifer Lampman, Director of Finance

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

**EXHIBIT A**

**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2023

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

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

<b>PRODUCER</b> Woodruff Sawyer 2 Park Plaza, Suite 500 Irvine CA 92614	<b>CONTACT NAME:</b> Audrey Curtis	
	<b>PHONE (A/C No. Ext):</b> 949-435-7345	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> acurtis@woodruffswayer.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Continental Casualty Company		20443
<b>INSURER B:</b> Valley Forge Insurance Company		20508
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1389747827 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		B6025253592	6/15/2022	6/15/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		B6025253592	6/15/2022	6/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B6025253611	6/15/2022	6/15/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC625253608	6/15/2022	6/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Cyber Liability			652117825	6/15/2022	6/15/2023	Each Claim \$2,000,000 Aggregate \$2,000,000

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as Additional Insured as respects General Liability and Auto Liability on a Primary and Non-contributory basis with a waiver of subrogation to the extent provided in the attached forms.

Notice of Cancellation applies with respects General Liability to the extent provided in the attached form.

**CERTIFICATE HOLDER** **CANCELLATION**

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

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific limit is shown:

<b>COVERAGE</b>	<b>LIMIT</b>
Hired Auto Liability:	\$ _____
Non-owned Auto Liability:	\$ _____

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

**PROVISIONS**

**A. COVERAGE**

With respect only to the Coverage(s) for which a limit is shown in the SCHEDULE above, the insurance provided under **Coverage A.1. Business Liability** for "bodily injury" and "property damage" also applies to "bodily injury" or "property damage" arising out of the maintenance or use of a:

- "Hired auto" used by you or your "employee" in the course of your business; and/or
- "Non-owned auto" used in the course of your business. Maintenance or use of a "non-owned auto" includes test driving in connection with an "auto business."

With respect only to the coverage provided by this endorsement, under **Coverages**, coverage **A.1. Business Liability** is amended to:

1. Delete paragraph **A.1.b.(1)(b)** and replace it with the following:
  - b. This insurance applies:
    - (1) To "bodily injury" and "property damage" only if:
      - (b) The "occurrence" occurs during the policy period; and
2. Delete paragraph **A.1.b.(2)**.

**B. LIMITS OF INSURANCE**

With respect only to the coverage provided by this endorsement, **SECTION D. Liability And Medical Expenses Limits of Insurance** is deleted in its entirety and replaced with the following:

**D. Limits Of Insurance**

1. Regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits"; or
  - d. "Autos,"

the applicable Hired Auto Liability limit or Non-Owned Auto Liability limit shown in the Declarations is the most we will pay for damages under **SECTION A. Coverages** because of all "bodily injury" and "property damage" resulting from any one "occurrence" arising out of the maintenance or use of a "hired auto" or "non-owned auto."

**C. EXCLUSIONS**

With respect only to the insurance provided by this endorsement:

1. Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to delete all exclusions except exclusions **a.**, **b.**, **d.**, **e.**, **f.** and **i.** and to add the following exclusions:

This insurance does not apply to:

- **Fellow Employee**

"Bodily injury" to:

- (1) Any fellow "employee" of the insured arising out of and in the course of employment by the insured or while performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that fellow "employee" while as a consequence of Paragraph (1) above.

- **Care, Custody or Control**

"Property Damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

**D. WHO IS AN INSURED**

With respect only to the insurance provided by this endorsement, **Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Subject to paragraph 3.c. below, your "employee" while operating an "auto" hired or rented under a contract or agreement, with your permission, in that "employee's" name, while performing duties related to the conduct of your business.
3. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "non-owned auto" except:
  - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
  - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
  - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
  - f. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
  - g. Anyone other than your "employees," partners, a lessee or borrower or any of their "employees," while moving property to or from a "hired auto" or a "non-owned auto"; or
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1., 2. or 3. above.

**E. AMENDED DEFINITION**

The Definition of "insured contract" in Section **F** – Definitions is amended by the addition of the following exceptions to paragraph **f.**:

4002000926025353929179



Paragraph **f.** does not include that part of any contract or agreement:

- That pertains to the loan, lease or rental of an "auto" to you or any of your "employees," if the "auto" is loaned, leased or rented with a driver; or
- That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

## **F. ADDITIONAL DEFINITIONS**

Section **F.** Definitions is amended by the addition of the following definitions:

- a. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."
- b. "Hired auto" means any "auto" you or your "employee" lease, hire, rent or borrow in the course of your business. This does not include:
  - i. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
  - ii. Any "auto" you lease, hire, rent or borrow from any of your "employees," partners, stockholders, or members of their households.
- c. "Non-owned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of the "occurrence." This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of the "occurrence."

If you are a sole proprietor, "non-owned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of the "occurrence."

- G. With respect only to the operation of a "hired auto" or "non-owned auto," **Paragraph H**, of the Businessowners Common Policy Conditions is deleted and replaced with the following:

### **H. Other Insurance**

1. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos," the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee."

2. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

All other terms and conditions of the Policy remain unchanged.

# BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
<b>I.</b>	<b>Blanket Additional Insured Provisions</b>
<b>A.</b>	<b>Additional Insured – Blanket Vendors</b>
<b>B.</b>	<b>Miscellaneous Additional Insureds</b>
<b>C.</b>	<b>Additional Provisions Pertinent to Additional Insured Coverage</b>
<b>1.a.</b>	<b>Primary – Noncontributory provision</b>
<b>1.b.</b>	<b>Definition of "written contract"</b>
<b>2.</b>	<b>Additional Insured – Extended Coverage</b>
<b>II.</b>	<b>Liability Extension Coverages</b>
<b>A.</b>	<b>Bodily Injury – Expanded Definition</b>
<b>B.</b>	<b>Broad Knowledge of Occurrence</b>
<b>C.</b>	<b>Estates, Legal Representatives and Spouses</b>
<b>D.</b>	<b>Fellow Employee First Aid</b>
<b>E.</b>	<b>Legal Liability – Damage to Premises</b>
<b>F.</b>	<b>Personal and Advertising Injury – Discrimination or Humiliation</b>
<b>G.</b>	<b>Personal and Advertising Injury – Broadened Eviction</b>
<b>H.</b>	<b>Waiver of Subrogation – Blanket</b>

## I. BLANKET ADDITIONAL INSURED PROVISIONS

### A. ADDITIONAL INSURED – BLANKET VENDORS

**Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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- h. **"Bodily injury"** or **"property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
  4. This provision **2.** does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

#### B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such **"written contract;"**
  - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

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

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:
  - a. **Controlling Interest**  
Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:
    - (1) such person or organization's financial control of you; or
    - (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.
  - b. **Co-owner of Insured Premises**  
A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage"** or **"personal and advertising injury"** as co-owner of such premises.
  - c. **Grantor of Franchise**  
Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage,"** or **"personal and advertising injury"** as grantor of a franchise to you.

**d. Lessor of Equipment**

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

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

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

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

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

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
  - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
  - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

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



**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

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

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
  - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

- 1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:

- (a) The "**bodily injury**" or "**property damage**;" or
- (b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

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

### B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

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



**D. Fellow Employee First Aid Coverage**

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

**E. Legal Liability – Damage To Premises**

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

**k. Damage To Property**

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- 3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

**F. Personal and Advertising Injury – Discrimination or Humiliation**

- 1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

- (1) Not done intentionally by or at the direction of:

- (a) The insured; or

- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

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

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

**G. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**H. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

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

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

**PREMIUM CHARGE** - Refer to the Schedule of Operations

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

All other terms and conditions of the policy remain unchanged.

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

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 6 25253608

Policy Effective Date: 06/15/2022

Policy Page: 31 of 47

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –**  
**SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS COMPLETED**  
**OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

**SCHEDULE\***

**Name Of Person Or Organization:**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A. The following is added to Paragraph C. Who Is An Insured:**

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury," caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s); at the location(s) designated above; or

c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

**B. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:**

1. The rendering of, or the failure to render any professional architectural, engineering, or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

2. "Bodily Injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

**C. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:**

**H. Other Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

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**CHANGES - NOTICE OF CANCELLATION  
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COMMON POLICY CONDITIONS**

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail written notice of cancellation or material change at a minimum of thirty (30) days prior to such cancellation or material change, to:

<b>SCHEDULE</b>
Name of Designated Entity: _____
Address/Contact Information of Designated Entity: _____

**\*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.**

The following conditions are added:

1. If the policy is cancelled or not renewed, we will give written notice of such cancellation or nonrenewal to the Designated Entity shown in the Schedule above, or in the Declarations, at a minimum of thirty (30) days prior to such cancellation or nonrenewal. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity will state the effective date of cancellation or nonrenewal. However, such notice of cancellation or nonrenewal is solely for the purpose of informing the Designated Entity of the effective date of cancellation or nonrenewal and does not grant, alter, or extend any rights or obligations under this policy.
2. If we cancel or elect not to renew the policy for any reason other than nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations, at a minimum of thirty (30) days prior to such cancellation or nonrenewal, at the same time notice is given to the first Named Insured.
3. If we cancel or elect not to renew this policy for nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations. Such notice may be provided before or after the effective date of cancellation or nonrenewal.
4. Failure to give notice in accordance with the terms of this endorsement does not:
  - a. Alter the effective date of policy cancellation, nonrenewal or expiration;
  - b. Render such cancellation or nonrenewal ineffective;
  - c. Grant, alter, or extend any rights or obligations under this policy; or
  - d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.

All other terms and conditions of the Policy remain unchanged.



**PROPERTY TAX MANAGEMENT, INFORMATION AND AUDIT SERVICES**

**SCOPE OF SERVICES**

Services provided include property tax management service, secured and unsecured parcel audits, budget projections, Successor Agency support, and bond fiscal analysis.

**Reports and Management Analyses** <sup>(1)</sup>

HdL Coren & Cone (HdLCC) will provide the following reports. Reports are also available from prior years if required.

- A five-year history of the values within the City, and custom (city defined) geographic areas;
- A listing of the largest value changes, positive and negative between tax years;
- An annual parcel listing of properties with parcel number changes between tax years identifying parcel splits and combines;
- A listing of the major property owners for the City including the combined assessed values of their property and property use code designation;
- A listing and summary of property transfers which occurred since the lien date ordered by month;
- A listing of parcels that have not changed ownership since the enactment of Proposition 13;
- A comparison of property within the City by county use-code designation;
- A multiple year comparison of growth by use code designation over a 5-year period;
- A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in the City's preparation of Proposition 4 and 111 State Appropriation Limit calculations;
- A listing of absentee owner parcels;

(1) Reports are based upon property tax information obtained from your county and supplemented by additional information from third parties. Some reports are dependent upon the availability of county data in electronic format.

- Calculate an estimate of property tax revenue anticipated to be received for the current fiscal year by the City based upon the initial information provided by the County and subject to modification. This estimate shall not be used to secure the indebtedness of the City.
- Analyses based on geo areas designated by the City to include assessed valuations and square footage computations for use in economic analysis and community development planning.
- Tracking of Proposition 8 reductions and restorations
- Median sale price data for current year and prior years for comparison
- One and five-year budget projections for the city general fund and special districts. This report is interactive for tax modeling.
- Newsletter summary for public and elected distribution.

### **Successor Agency Services**

Successor Agency Services including but not limited to:

- Annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by Project Area
- Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.
- Provide property tax information to the Oversight Board at the direction of the Successor Agency
- Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency
- Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency
- Advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements
- Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust Fund (RPTTF) revenues to the Successor Agency and to the City.

### **Monthly/Quarterly Reports and System Updates**

- A listing of property tax appeals filed on properties in the City where data is available for purchase from the Clerk of the Board.
- A listing of property transfers that have occurred since the last report will be available through the software provided and updated on a monthly basis.

### **Web-Based Software**

- HdLCC provides a web-based software application to clients as a user-friendly tool to access the City's property tax data. HdLCC provides updates to the data portion of the product on monthly basis to reflect changes in ownership, updated appeals filings, and deed recordings.
- As modifications and enhancements are made to the program, clients receive the enhanced version of the software at no additional cost. Training will be provided to city staff within the first two months after the execution of the agreement for property tax management and audit services and is available annually for new staff members or staff requiring a refresher course. If additional training sessions are required, the fees in the compensation section under hourly fees will be charged.

### **Identification and Correction of Errors**

HdL Coren & Cone has the technology, methodology and trained staff to analyze all secured parcels within the City to identify costly errors resulting in the misallocation of property taxes.

The company audits the secured and unsecured property tax rolls to ensure that each is coded to the appropriate taxing entity. The company performs an analysis of the Assessor Rolls to identify all parcels on both the secured and unsecured tax rolls and verify that parcel assessed valuations and the resulting taxes are correctly allocated to the City. This analysis is accomplished through the use of specialized computer software, GIS maps, assessor maps, city maps, city records, other pertinent documents, and field investigations.

### **Fee for Services**

HdLCC shall provide the Base Services described above, for a fixed annual fee of \$15,715 (invoiced quarterly). The fee is based on the number of parcels in the City of Placentia (14,282 parcels).

The Base Fixed Fee shall be adjusted annually by the California Consumer Price Index (CCPI) for all items as determined by the California Department of Industrial Relations as measured February to February by the California All Urban Consumers index.

**On-Going Consultation**

During the term of the contract, we serve as the resource staff to the County or agency on questions relating to property tax. This includes being "on-call" to assist with any property tax issues. On-going consultation would include, but not be limited to inquiries resolved through use of the City data base. All requests for information based upon the County's property tax data sets are provided without additional costs. Special reports, additional research, or requests requiring additional computer programming may entail some additional costs. Attendance at City and/or Successor Agency meetings will be billed at our hourly rates.

Fees for Optional Services shall be billed at the following hourly rates:

Partner	\$250 per hour
Principal	\$225 per hour
Programmer	\$200 per hour
Associate	\$175 per hour
Senior Analyst	\$125 per hour
Analyst	\$ 90 per hour
Administrative	\$ 70 per hour

Hourly rates are exclusive of expenses and are subject to adjustment by HdLCC annually. On July 1st of each year HdLCC shall provide the City with an updated schedule of hourly rates. The rates will not be increased by more than five percent (5%) per year.

**Identification and Correction of Errors**

Fees for the identification and correction of errors are on a contingent basis, HdLCC shall receive 25 percent of general fund or tax increment property tax revenue or other revenues attributable to the City recovered or reallocated which are directly or indirectly the result of an audit, analysis or consultation performed by HdLCC (including but not limited to base year value audits; administration of tax sharing agreements; tax increment allocation reviews; county allocation reviews). HdLCC shall separate and support said reallocation and provide the City with an

itemized invoice showing all amounts due as a result of revenue recovery or reallocation. The City shall pay audit fees after Contractor's submittal of evidence that corrections have been made by the appropriate agency. Payment to HdLCC shall be made within thirty (30) days after the City receives its first remittance advice during the fiscal year for which the correction applies.

HdL Coren & Cone  
120 S State College Boulevard, Suite 200  
Brea, California 92821  
714.879.5000



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: MAY 2, 2023

SUBJECT: **AGREEMENT FOR GRANT WRITING AND LEGISLATIVE ADVOCACY SERVICES WITH TOWNSEND PUBLIC AFFAIRS, INC.**

### FISCAL

IMPACT:	EXPENSE: \$66,000	FY 2024-25 LEGISLATIVE (101001-6001)
	EXPENSE: \$72,000	FY 2025-26 LEGISLATIVE (101001-6001)
	EXPENSE: \$78,000	FY 2026-27 LEGISLATIVE (101001-6001)

### SUMMARY:

The City regularly seeks grant opportunities to provide necessary funding for a myriad of projects and services. In addition, monitoring state and federal legislative platforms to protect and promote the City's interest on priority issues and legislative/regulatory matters that may impact the City at the state and federal level is of utmost importance. For the past 6 years, Townsend Public Affairs (TPA) has been successfully performing as the City's state and federal legislative advocate and has assisted Placentia in identifying and securing state and federal funding for a variety of public improvements and programs, ranging from transportation and infrastructure improvements to parks and public safety. Since 2017, TPA has worked with City staff to secure over \$6.2 million in funding. The most recent examples include funding for the North Orange County Public Safety Task Force and Statewide Parks Program. This action would approve a new three-year agreement with TPA to provide grant writing and legislative advocacy services.

### STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal, under Goal #1 to Ensure Long-Term Fiscal Sustainability, under Objective #1.1, which is to Continue efforts to seek and obtain new sources of state and federal grants, including Federal and state earmarks and Biden Infrastructure Package and Goal #8 to Improve City Governance, under Objective #8.2, which is to Monitor Legislation, unfunded mandates and ballot measures from Sacramento.

### RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve Professional Services Agreement with Townsend Public Affairs, Inc. for Grant Writing and Legislative Advocacy Services; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

**1.f.**  
**May 2, 2023**

**DISCUSSION:**

Townsend Public Affairs (TPA), Inc. is an experienced legislative advocacy and grant writing firm that provides local, regional, state and federal services to public agencies. TPA operates five offices (four in California and one in Washington, DC) serving over 300 clients during their 24 years of advocacy. TPA currently provides services to several cities within Orange County, including Anaheim, Brea, Buena Park, Costa Mesa, Fullerton, Irvine, La Habra, Laguna Beach, Mission Viejo, Newport Beach, Orange, Santa Ana, Stanton, and Tustin.

TPA provides services that identify, analyze and monitor legislation which are directly relevant to the City's legislative platform. TPA can also leverage their relationships with legislators to advocate for a City position and facilitate meetings with policy makers. TPA's services include:

- Monitoring legislative developments affecting the City and updating designated City staff through written reports/analysis, phone calls, legislative tracking, e-mails, and conference calls/meetings;
- Preparing City representatives for hearings and meetings with members of Congress and California State Legislature by providing support materials, talking points, and briefing papers;
- Participating in the ongoing Federal Earmark process to help promote the City's funding priorities;
- Providing the City with grant management and assistance;
- Developing a strategy to gain support for City programs and activities at the state and federal level;
- Representing the City at hearings, particularly those involving appropriations requests; and
- Providing testimony at Committee and floor sessions on behalf of the City.

Throughout the years, by contracting with TPA for state and federal legislative advocacy services, Placentia has been able to secure state and federal funding in the amount of \$6.2 million for critical community projects and programs which has far exceeded the cost of utilizing a legislative advocate. All City Departments maintain access to the firm's resources and staff to secure funding and support legislative advocacy as needed. TPA has gained tremendous experience and institutional knowledge in both the grant and advocacy components of the City.

Under our current purchasing policy, the City's Finance Director has determined that the City can select consultants for professional services for continuing services under Section 17D which states:

- (1) Professional firms providing engineering, land surveying, transit, planning, environmental, auditing, architecture, landscape architecture or other services may be retained on a continuing basis to provide professional services within the scope of the original RFP/Contract.*

This action would approve a three-year agreement with Townsend for grant writing and advocacy services.

Environmental (CEQA) Review

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CC § 15378 (b)(4-5)).

**FISCAL IMPACT:**

The fiscal impact of the agreement is an expense of \$5,500 per month; \$66,000 for the first year of the new contract. Subsequently, the second year will be an expense of \$6,000 per month for a total of \$72,000 per year and the third year of the contract will be an expense of \$6,500 per month for a total of \$78,000. The current fiscal year has sufficient funds to cover the expense of the first two months of the agreement (May/June) in Account No. 101001-6001 with the balance being funded in the Fiscal Year 2023-24 Budget. It is anticipated that there will be a significant revenue offset received through successful grant acquisition and legislative advocacy for the benefit of City-wide projects, services and programs.

Submitted by:



Jeannette Ortega  
Assistant to the City Administrator/  
Economic Development Manager

Reviewed and approved:



Jennifer Lampman  
Director of Finance

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachments:

1. Townsend Public Affairs Summary
2. Professional Services Agreement with Townsend Public Affairs, Inc.

**MEMORANDUM**

**TO:** City of Placentia

**FROM:** Townsend Public Affairs, Inc.

**DATE:** April 18, 2023

**SUBJECT:** City of Placentia Activity Report

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This memo is a summary of the major legislative and funding initiatives that Townsend Public Affairs (TPA) has assisted the City of Placentia with since 2017.

**Grant Funding and Funding Advocacy**

*Secured Funding*

<b>Program</b>	<b>Agency</b>	<b>Project</b>	<b>Amount Received</b>	<b>Comments</b>
Bicycle Corridor Improvement Program	Orange County Transportation Authority	Atwood off-street bike and Recreation trail	\$280,000	TPA drafted the application for submittal
Statewide Parks Program	Department of Parks and Recreation	La Placita Parkette Renovation Project	\$640,000	TPA drafted the application for submittal
Statewide Parks Program	Department of Parks and Recreation	Jaycee Parkette Renovation	\$610,000	TPA drafted the application for submittal
Project Safe Neighborhoods	U.S. Department of Justice	The Placentia STRONG Project	\$537,160	TPA drafted the application for submittal
2022 Federal Budget Earmark	U.S. Department of Transportation	Golden Avenue Bridge Replacement	\$2,200,000	TPA drafted and submitted applications to Senators Feinstein and Padilla as well as Congresswoman Young Kim. TPA worked with Congresswoman Kim's office to advocate for project inclusion in final Appropriations package

Program	Agency	Project	Amount Received	Comments
North Orange County Public Safety Collaborative	State Budget, Federal Appropriations	Public Safety Funds for Homelessness and Violence Outreach	Over \$2 million directly to the City of Placentia for public safety services**  \$45,800,000 in total	TPA worked with Senator Josh Newman to include a total of \$35.8 million in subsequent State Budgets for a partnership program of North Orange County Cities. TPA also worked with the Collaborative and Congresswoman Young Kim to secure \$10 million in additional funding from the Federal Community Project Funding Process
2023 Federal Budget Earmark	Housing and Urban Development	Public Safety Center 911 Technology Upgrades	\$2,600,000*	*Funding included in Congresswoman Steel's FY 2023-2024 requests to the Appropriations Committee. Final result TBD
<b>Total:</b>			<b>\$6,267,160**</b>	

*\*\* The North Orange County Public Safety Collaborative have yet to decide how the latest influx in State and Federal Budget money will be spent*

*Pandemic Updates and Guidance - The Coronavirus Aid, Relief, and Economic Security (CARES) Act and American Rescue Plan Act (ARPA)*

During the COVID-19 pandemic starting in March 2020, TPA updated the City daily on relevant governmental information such as gubernatorial and presidential executive orders, shutdowns and mandates, funding restrictions, and legislative actions. These updates helped the City adapt to the rapidly changing State and Federal landscape during the pandemic.

Furthermore, TPA was a nationwide leader in Washington D.C. for the creation and passage of the CARES Act and the ARPA, which provided desperately needed financial relief and resources to cities to better respond to the pandemic health crisis. Specifically, the City of Placentia received \$ 635,803 from the CARES Act and over \$9,000,000 from the ARPA.

TPA crafted multiple regional advocacy letters that were used by the County of Orange and cities in the County to advocate for the need for increased local relief funding. Furthermore, representatives from the National League of Cities and the White House coordinated with TPA to use our templates, models, and language to distribute to other parts of the nation for their use. With TPA's help, the County of Orange and cities in the county, including the City of Placentia, were leaders in the fight for flexible pandemic relief funding.

Additionally, once the CARES Act and ARPA were signed into law, TPA was instrumental in facilitating back and forth conversations between the U.S. Department of Treasury, California Department of Finance, and local municipalities about implementation and reporting of the funds. TPA helped create and distribute several FAQ and guidance documents to help the City administer the funds.

### Permanent Local Housing Allocation (PLHA, SB 2) Advocacy

In 2017, the Governor signed SB 2 (Atkins) into law, which provided a stable and ongoing funding source for local governments for housing and homelessness services. That money is distributed yearly by the California Department of Housing and Community Development (HCD) through the Permanent Local Housing Allocation (PLHA) program. The North SPA, consisting of cities in North Orange County, including the City of Placentia, agreed to pool their PLHA formulaic funds together to pay for the operation of two Navigation Centers in Buena Park and Placentia.

Due to changes in the program and Administration priorities, recipients of the PLHA program must have an approved housing element before receiving funds. However, HCD has had difficulties approving housing elements in the SCAG region in the last year. Due to these delays, the Navigation Centers are struggling with cash-flow related financial issues as cities are behind in receiving their PLHA funding.

TPA has been engaged by the North SPA cities to advocate for a solution in the face of potentially having to temporarily close the shelters. TPA has orchestrated and participated in several meetings with executive HCD staff, North SPA city officials, and elected officials to discuss technical mistakes and oversights of HCD, timing of housing element awards, and methods to prevent the closure of the Navigation Centers. Furthermore, TPA has created informational documents with context and background information to educate executives at HCD about the unintended consequences of their housing element policies.

Dialogue continues with HCD and legislative representatives of the North SPA cities to address the funding issues at the Navigation Centers and TPA will continue to keep the City informed and up to date.

### Enhanced Infrastructure Financing District (EIFD) Advocacy

TPA worked closely with City staff to strategize and advocate for the City's Enhanced Infrastructure Financing District (EIFD). As a part of this strategy, TPA set up and participated in meetings with every member of the Orange County Board of Supervisors to advocate for the County's inclusion in the EIFD as a tax increment partner.

As a result of the advocacy meetings, the County of Orange created their own manual and process for applying for the County's share of tax increment in EIFD projects. The County voted in favor of allocating a portion of their sales tax revenues in the Old Town and TOD project planning areas in the City of Placentia to infrastructure upgrades that will facilitate additional investment. This unique and forward-thinking partnership was the first City-County EIFD joint partnership in the State.

## **2017-2023 Legislative Action and Updates**

Since 2017, TPA has been providing the City with regular updates and targeted advocacy on a wide variety of topics and at the State and Federal level, including but not limited to the following policy topics:

- Local Control/Governance
- Cannabis Regulations
- Housing
- Sober Living Homes

- Short Term Rentals
- Homelessness
- Drones
- Infrastructure Funding
- Wireless Telecommunications
- Transportation Funding
- Park Bond Development
- Drought Regulations
- Cap and Trade Funding
- Statewide Ballot Initiatives
- State and Federal Fiscal Outlooks
- Pension Reform
- Tax Reform

These legislative updates are provided to the City in a number of ways, including both weekly and monthly State and Federal activity reports that TPA sends to City staff, emails, phone conversations, and in-person conversations.

In addition to these updates, TPA has also helped the City take positions on dozens of pieces of legislation and provides City staff with a legislative matrix every month. This matrix includes legislation that will have an impact on the City if they are signed into law. TPA crafts draft letters of support or opposition, delivers the letters to relevant legislators and committee staff, and provides testimony during committee hearings to communicate the City's position.

### **Other Activities**

In addition to the services described above, TPA routinely interacts with various City Departments to assist them in long term funding strategies, legislative analysis and consultation, and understanding the implications of local, state and federal policy decisions. These Departments include Public Works, Police, Fire, Parks and Recreation, and Community Development.

### **Advocacy Trips – Sacramento and Washington D.C**

During the course of the contract with the City of Placentia, TPA has scheduled several advocacy trips to Sacramento and Washington D.C. with City staff and members of the City Council to advocate for the City's priorities. These trips have included advocacy on a wide range of City projects including the Placentia Metrolink Station, the Enhanced Infrastructure Financing District, the Old Town Infrastructure Improvements Project, Community Project Funding (Earmarks), as well as legislative advocacy on several dozen pieces of legislation and policies.

**CITY OF PLACENTIA PROFESSIONAL  
SERVICES AGREEMENT WITH  
TOWNSEND PUBLIC AFFAIRS, INC**

THIS AGREEMENT is made and entered into this 2<sup>nd</sup> day of May, 2023 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and TOWNSEND PUBLIC AFFAIRS, INC., a California Corporation (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Legislative Advocacy and Grant Funding Services, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant’s 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.

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 Exhibit "A." Consultant's total compensation shall not exceed Sixty-Six Thousand Dollars (\$66,000), payable in monthly payments of \$5,500 for Fiscal Year 2023-24, Seventy-Two Thousand Dollars (\$72,000) payable in monthly payments of \$6,000 for Fiscal Year 2024-25, and Seventy-Eight Thousand Dollars (\$78,000) payable in monthly payments of \$6,500 for Fiscal Year 2025-26.

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 herein above described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Administrator is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a monthly basis. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

## **3.0. TIME OF PERFORMANCE**

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

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

control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on May 1, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Agreement may also be extended for one additional two-year term based on the City's discretion and Consultant's performance.

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 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 of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence 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. 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:

- (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 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:

Christopher Townsend, President  
Townsend Public Affairs, Inc.  
1401 Dove Street, Suite 330  
Newport Beach, CA 92660

Tel: 949-399-9050

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: 714-993-8264

Attn: Damien R. Arrula

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, 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 without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or 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, 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. 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, 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. Notwithstanding the above, in no event shall Consultant be required to file Form 700/Statement of Economic Interest with the City and/or the Fair Political Practices Commission as Consultant shall not be making any governmental decisions on behalf of City.

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, this Agreement shall govern over the document referenced.

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

\_\_\_\_\_  
City Administrator

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

ATTEST:

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

CONSULTANT

  
\_\_\_\_\_  
Signature

Date: 04/21/2023

Christopher Townsend, President  
\_\_\_\_\_  
Name and Title

91-1929265  
\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

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

## EXHIBIT A

### CONSULTANT'S PROPOSAL

#### LEGISLATIVE SCOPE OF WORK

- **Develop Legislative Platform and Strategy:** TPA will continue to coordinate with the City to develop an official platform that represents the City's legislative priorities in Sacramento and Washington, DC. The blueprint will be shared with key stakeholders in the Legislature and Congress, as well as with relevant state and federal agencies. As the legislative sessions progress, and City needs evolve or change, the platform will be revised and implemented accordingly.
- **Promote and Advocate on Behalf of the City's Legislative Platform:** TPA will advocate for the City's position on legislative, regulatory, and programmatic matters of interest utilizing the following methods:
  - Orientation sessions with key legislators that represent the City
  - Direct briefing sessions with legislators, staff, administration, and agency officials of interest and relevance to the City's agenda
  - Preparation and submittal (written and verbal) of testimony on behalf of the City at legislative committee meetings and agency hearings
  - Preparation and distribution of position letters, talking points, and briefing packets
  - Focused advocacy on budget and appropriations opportunities
  - Ongoing follow up sessions from previous meetings to ensure commitments and deliverables are being met
  - Constant communication and feedback with the City
- **Build, Strengthen, and Maintain Relationships:** TPA has cultivated an extensive network of powerful relationships that will be leveraged on behalf of the City to advance the state and federal legislative and funding agendas of the City. TPA will work with the City to develop and maintain key relationships with the California Legislature and Members of Congress, including key decision makers that preside over municipal issues and staff from respective agencies, boards, and commissions.
- **Coordinate Sacramento and Washington, DC Advocacy Trips:** In order to further develop relationships and elevate the City's presence in Sacramento and Washington, DC, TPA will work with the City to organize Sacramento and Washington, DC advocacy trips for representatives to meet with legislators, as well as legislators that serve on committees with purview over pertinent issues. To ensure these trips are successful, TPA will set up strategy calls, schedule meetings, prepare briefing materials, brief Members and staff in advance, attend meetings, and handle all follow up generated by the meetings.
- **Identify, Analyze, and Monitor Legislation:** TPA will search and review all legislative bill introductions and amendments, as well as proposed and adopted agency regulations, to assess their potential effect

on the City, with particular focus given to legislative and regulatory issues previously identified as items of interest to the City. TPA will continually provide a legislative matrix of all such items that will include the summary and status of bills as well as the City's position and action to date.

- **Draft Legislation and Amendments:** TPA will draft proposed legislation and amendments, as required to promote the City's agenda.
- **Provide Progress Reports:** TPA will confer regularly with the City on its agenda via a schedule and format mutually agreed to by the City and TPA. In addition, TPA will provide timely electronic reports on the status of legislation and related matters, such as bill language and committee analyses. Depending upon the preference of the City, TPA can provide regular written reports on a monthly or quarterly basis, as well as an annual report giving an overview of the work completed and a forecast of important issues in the upcoming legislative year. In addition to written reports, TPA will be available for in-person reports and will also participate in regular planning and coordination meetings with the City.
- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City, all applicable lobbying disclosure reports.

### **GRANT FUNDING SCOPE OF WORK**

- **Develop Grant Funding Strategy:** Utilizing the information gathered during the onboarding process outlined above, TPA will coordinate with the City to develop a strategic funding strategy that serves the needs of the City's priority projects. The strategy developed by TPA will list the City projects, outline multiple funding options for each project, and develop a comprehensive work plan and timeline for each project.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each grant application submitted on behalf of the City. This support will include strategic assistance, such as letters of support from key stakeholders and other materials, to make the application as compelling and competitive as possible. TPA will also leverage relationships with relevant officials in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the

drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements. In instances where grant applications are unsuccessful, TPA will work with the relevant funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.

- **Costs:** Costs associated with this service are as follows:

\$66,000	FY 2024-25
\$72,000	FY 2025-26
\$78,000	FY 2026-27

**EXHIBIT B**  
**INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2023

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

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

<b>PRODUCER</b> Bannister & Associates Insurance Agency CA License #0691071 305 17th Street Huntington Beach CA 92648-4209	<b>CONTACT NAME:</b> Kerry Wakely <b>PHONE (A/C. No. Ext):</b> (714) 536-6086 <b>E-MAIL ADDRESS:</b> kerry@bai-ins.com	<b>FAX (A/C. No.):</b> (714) 536-4054	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> (949) 399-9050 Townsend Public Affairs, Inc. 1401 Dove Street, Suite 330 Newport Beach CA 92660	<b>INSURER A:</b> Continental Casualty Company		20443
	<b>INSURER B:</b> Nationwide Mutual Insurance Co		23787
	<b>INSURER C:</b> Oak River Insurance Company		34630
	<b>INSURER D:</b> Beazley Insurance Company		37540
	<b>INSURER E:</b> <b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 11953

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		Y	B 6074573557	08/31/2022	08/31/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACP 3140426099	08/31/2022	08/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			B 6074573560	08/31/2022	08/31/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	TOWC328045	08/31/2022	08/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	<b>Professional Liability</b> incl Personal/Adv injury			W301DF220201 Retention: \$5,000	08/31/2022	08/31/2023	Limit (each claim): Limit (aggregate):	\$ 2,000,000 \$ 4,000,000

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

The certificate holder is named as additional insured with respects general liability policy limits. Waiver of subrogation applies with respects workers compensation policy limits.

**CERTIFICATE HOLDER****CANCELLATION**

City of Placentia 401 E. Chapman Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

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

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

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

**Schedule****Blanket Waiver**

**Person/Organization** Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

<b>Job Description</b>	<b>Waiver Premium (prior to adjustments)</b>
All CA Operations	325.00

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: 07/01/2022

Policy No.: TOWC328045

Endorsement No.:

Insured:

Premium \$

Insurance Company: Oak River Insurance Company

Countersigned by Mark Ryabitsen

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO PROTECTION - PLATINUM**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### **SUMMARY OF COVERAGES**

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

**COMMERCIAL AUTO  
AC 70 06 03 16**

**A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

**B. NEWLY ACQUIRED OR FORMED ENTITIES**

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

**C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS**

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

**D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT**

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

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**E. SUPPLEMENTARY PAYMENTS – BAIL BONDS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

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

**F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS**

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

**G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION**

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**H. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the “insured” on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

**I. FELLOW EMPLOYEE**

The Fellow Employee Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the “bodily Injury” results from the use of a covered “auto” you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

**J. HIRED AUTO PHYSICAL DAMAGE**

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

**K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE**

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

**L. EXPANDED TOWING COVERAGE**

- 1. We will pay up to:
  - a. \$150 for a covered "auto" you own of the private passenger type, or
  - b. \$750 for a covered "auto" you own that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
- 2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- 3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”.

**M. AUTO LOAN OR LEASE COVERAGE**

- 1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
  - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the "loss";
    - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - 3) Security deposits not refunded by a lessor;
    - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
    - 5) Carry-over balances from previous leases.
- 2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

## COMMERCIAL AUTO

### AC 70 06 03 16

- Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

- We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

#### O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

- If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
- If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

#### P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

#### R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

##### C. Limit Of Insurance

- The most we will pay for "loss" in any one "accident" is the lesser of:
  - The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - The cost of repairing or replacing the damaged or stolen property.
- \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - An integral part of such equipment.
- An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

#### **S. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered “auto” of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a “new vehicle.”

In the event of a total “loss” to your “new vehicle” to which this coverage applies, we will pay at your option:

- a. The verifiable “new vehicle” purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a “new vehicle” of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers’ dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer’s dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a “new vehicle” means an “auto” of which you are the original owner that has not been previously

titled and which you purchased less than 365 days before the date of the “loss”.

#### **T. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

- b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

#### **U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE**

##### **1. Business Income Coverage**

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to “loss” to a covered “auto” used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

##### **2. Extra Expense Coverage**

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no “loss” to a covered “auto” used in your business. The loss

**COMMERCIAL AUTO  
AC 70 06 03 16**

must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

**3. Additional Conditions**

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

**4. Limit**

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

**5. Definitions**

- a. "Business Income" means the:
  - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
  - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
  - 1.). Begins:
    - (a) 24 hours after the time of loss for Business Income Coverage; or
    - (b) Immediately after the time of loss for Extra Expense Coverage; and
  - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

- 6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
  - a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
    - (1) You, if you are an individual;
    - (2) A partner, if you are a partnership;
    - (3) A member, if you are a limited liability company; or
    - (4) An executive officer or insurance manager, if you are a corporation.
  - b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

**BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS

<b>TABLE OF CONTENTS</b>	
<b>I.</b>	<b>Blanket Additional Insured Provisions</b>
<b>A.</b>	<b>Additional Insured – Blanket Vendors</b>
<b>B.</b>	<b>Miscellaneous Additional Insureds</b>
<b>C.</b>	<b>Additional Provisions Pertinent to Additional Insured Coverage</b>
<b>1.a.</b>	<b>Primary – Noncontributory provision</b>
<b>1.b.</b>	<b>Definition of "written contract"</b>
<b>2.</b>	<b>Additional Insured – Extended Coverage</b>
<b>II.</b>	<b>Liability Extension Coverages</b>
<b>A.</b>	<b>Bodily Injury – Expanded Definition</b>
<b>B.</b>	<b>Broad Knowledge of Occurrence</b>
<b>C.</b>	<b>Estates, Legal Representatives and Spouses</b>
<b>D.</b>	<b>Fellow Employee First Aid</b>
<b>E.</b>	<b>Legal Liability – Damage to Premises</b>
<b>F.</b>	<b>Personal and Advertising Injury – Discrimination or Humiliation</b>
<b>G.</b>	<b>Personal and Advertising Injury – Broadened Eviction</b>
<b>H.</b>	<b>Waiver of Subrogation – Blanket</b>

**I. BLANKET ADDITIONAL INSURED PROVISIONS****A. ADDITIONAL INSURED – BLANKET VENDORS**

**Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
  - a. **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the vendor;
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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- h. **"Bodily injury"** or **"property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
  3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
  4. This provision **2.** does not apply if **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

#### B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
  - a. A higher limit of insurance than required by such **"written contract;"**
  - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
  - c. Coverage for **"bodily injury"** or **"property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

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

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

##### a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

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

##### b. Co-owner of Insured Premises

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

##### c. Grantor of Franchise

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

**d. Lessor of Equipment**

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

**e. Lessor of Land**

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**f. Lessor of Premises**

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

**g. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

**h. State or Political Subdivisions**

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

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
  - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
  - (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

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

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**i. Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

**j. Other Person or Organization**

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

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

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
  - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
  - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

**C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE**

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

- a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1) Is currently in effect or becomes effective during the term of this policy; and
- (2) Was executed prior to:

- (a) The "**bodily injury**" or "**property damage**;" or
- (b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

## II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

### A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

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

### B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

### C. Estates, Legal Representatives and Spouses

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



#### D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

#### E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

##### k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

**F. Personal and Advertising Injury – Discrimination or Humiliation**

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

- (a) The insured; or
- (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Employment Related Discrimination**

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

**(17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

**G. Personal and Advertising Injury - Broadened Eviction**

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

**H. Waiver of Subrogation – Blanket**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.





Policy Number B 6074573557

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY-  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.



Policy Number B 6074573557

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

**SCHEDULE**

**Name Of Person Or Organization:**

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

It is understood and agreed that the section entitled **WHO IS AN INSURED** is amended with the addition of the following:

- A. The person or organization shown in the Schedule is an insured, but only with respect to such person or organization's liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. in the performance of your ongoing operations; or
  - 2. in connection with premises owned by or rented to you.
- B. However, if coverage for the additional insured is required by written contract or written agreement, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide such additional insured with:
  - 1. coverage broader than required by such contract or agreement; or
  - 2. a higher limit of insurance than required by such contract or agreement.
- C. The coverage granted by this endorsement does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

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

All other terms and conditions of the Policy remain unchanged.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS COMPLETED  
OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

**SCHEDULE\***

<p><b>Name Of Person Or Organization:</b></p>          
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\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A. The following is added to Paragraph C. Who Is An Insured:**

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury," caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s); at the location(s) designated above; or

- c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

**B.** The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

1. The rendering of, or the failure to render any professional architectural, engineering, or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

2. "Bodily Injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

**C. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:**

**H. Other Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 2, 2023

SUBJECT: **AWARD OF CONTRACT TO NIEVES LANDSCAPING, INC., FOR THE URBAN FOREST TREE PLANTING PROJECT, CITY PROJECT NO 1306**

FISCAL  
IMPACT: EXPENSE: \$ 81,618.00 CONTRACT AMOUNT  
BUDGETED: \$ 120,000.00 FY 2023-24 CIP BUDGET (841306-6740)

### **SUMMARY:**

This proposed Public Works agreement with Nieves Landscaping (Nieves) is for an urban forest tree planting project within the former Hamer Island. The scope of work includes the planting of 160 trees in residential parkways as well as initial watering of the new trees. The City recently issued a notice inviting bids for this project and bids were received on March 23, 2023, from seven (7) contractors. Nieves was deemed the lowest responsive and responsible bidder for this project. Sufficient funds were budgeted in the FY 2023-24 CIP Budget to cover this cost.

### **RECOMMENDATION:**

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

1. Award a Public Works Agreement with Nieves Landscaping Inc., for the Urban Forest Tree Planting Project in an amount not-to-exceed \$81,618; and
2. Authorize the City Administrator to approve contract change orders up to 10% or \$8,161 of the contract not-to-exceed amount; and
3. Authorize the City Administrator to execute all 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 #6 to Improve City Beautification, under Objective #6.4, which is to expand the City's Urban Forest Plan by planting 100 trees per year.

**1.g.**  
**May 2, 2023**

**DISCUSSION:**

The scope of this project is to plant 160 trees in residential parkways located within the former Hamer Island neighborhood. Upon annexation of the former Island, the City received a one-time payment of \$1.5 million from the County of Orange for infrastructure maintenance and improvements within the Island and this is the first project to be undertaken since annexation. As a part of this project, the contractor will be responsible for watering the new trees for the first three (3) months after the final inspection and acceptance by the City of all tree plantings. All trees shall be warranted for a period of twelve (12) months beginning on the date of acceptance of the installation by the City. Any trees that fail within the warranty period shall be replaced at no cost to the City.

On March 23, 2023, the City received seven (7) bids from various landscape and tree care contractors and a summary of those bid amounts are noted in the table below:

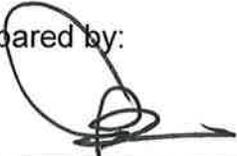
<b>Contractor</b>	<b>Bid Amount</b>
Nieves Landscaping, Inc	\$ 81,618.00
West Coast Arborist, Inc	\$ 112,000.00
Golden West Arbor Services Inc.	\$ 124,000.00
SGD Enterprises	\$ 150,000.00
Mariposa Tree Management Inc	\$ 188,800.00
Marina Landscaping Inc.	\$232,000.00
Echo Tech Services	\$240,000.00

Staff reviewed the bids received for mathematical and other errors and it was determined that the apparent low bid was submitted by Nieves Landscaping, Inc (Nieves). Staff conducted a reference check on Nieves who received favorable reviews from other clients. Based upon the bid amount received and the reference check, Staff recommends the City Council award a Public Works Agreement to Nieves Landscaping for a not-to-exceed amount of \$81,618.

**FISCAL IMPACT:**

The total cost for this project amounts to \$89,779.80. This cost consists of the bid amount submitted by Nieves Landscaping in the amount of \$81,618 and a 10% construction contingency in the amount of \$8,161.80. A total of \$120,000 was budgeted in the FY 2022-23 Capital Improvement Program for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



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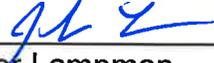
Joel Cardenas  
Public Works Superintendent  
Reviewed and approved



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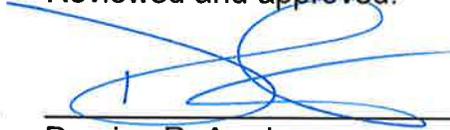
Luis Estevez  
Deputy City Administrator

Reviewed and approved:



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Jennifer Lampman  
Director of Finance.  
Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachment:

Public Works Agreement with Nieves Landscaping, Inc.

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR  
WITH  
NIEVES LANDSCAPING, INC.**

THIS AGREEMENT (herein "Agreement") is made and entered into this 2<sup>nd</sup> day of May, 2023 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and NIEVES LANDSCAPING, INC. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of URBAN FOREST TREE PLANTING PROJECT as set forth more fully in this Agreement.

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

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

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

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

**1.0 DEFINITIONS**

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

- (a) Contractor. Contractor shall mean NIEVES LANDSCAPING, INC. a (California corporation, partnership, individual) located at 1629 E. EDINGER AVE. SANTA ANA, CALIFORNIA 92705 UNITED STATES.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City

Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

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

## **2.0 SERVICES OF CONTRACTOR**

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

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

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

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

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

conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

### 3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of EIGHTY- ONE THOUSAND, SIX HUNDRED-EIGHTEEN Dollars (\$81,618.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the

contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

#### **4.0 PERFORMANCE SCHEDULE**

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than May 2<sup>nd</sup>, 2024, unless the parties mutually agree in writing to extend the term.

#### **5.0 COORDINATION OF WORK**

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

GREG NIEVES  
PRESIDENT

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be

replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## 6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

### **Conditions:**

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

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

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

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

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

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

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

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

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

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

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

to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

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

## 7.0 RECORDS AND REPORTS

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

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

## 8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia  
401 E. Chapman Ave  
Placentia, California 92870  
Attn.: Joel Cardenas

To Contractor:  
Nieves landscaping, Inc.  
1629 e. Edinger Ave.  
Santa Ana, California 92705  
Attn.: Joshua Cho  
Business development  
(714)936-8862

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

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

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

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the

effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

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

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

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

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

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

Agreement.

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

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

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

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

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

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

ATTEST:

CITY OF PLACENTIA,  
A municipal corporation and Charter City

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

Date \_\_\_\_\_

Project No. 1306

ATTEST:

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

APPROVED AS TO FORM:

CONTRACTOR

\_\_\_\_\_  
Signature

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

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

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

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

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Deputy City Administrator

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

APPROVED AS TO CONTENT:

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

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

DEPARTMENTAL APPROVAL:

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

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

**LABOR AND MATERIAL PAYMENT BOND  
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, \_\_\_\_\_, as Principal, has entered into a contract dated \_\_\_\_\_, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: \_\_\_\_\_ and all appurtenant work in accordance with PROJECT NO. \_\_\_\_\_, which requires Principal to file this bond to secure claims made in relation to the project.

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

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

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

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

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

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

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

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

\_\_\_\_\_  
Title

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

**SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

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

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Business Address:

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Telephone Number:

---

Date:

---

Print Name:

---

Principal

Signature:

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Title

**TAX IDENTIFICATION NUMBER**

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

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

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

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

Exempt: Yes \_\_\_ No \_\_\_ Telephone ( ) \_\_\_\_\_

CORPORATION: \_\_\_\_\_

U.S.A. OR ANY AGENCIES THEREOF: \_\_\_\_\_

IRS CODE #501 TAX-EXEMPT ORGANIZATION: \_\_\_\_\_

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: \_\_\_\_\_

SOLE PROPRIETOR: \_\_\_\_\_

A PARTNERSHIP: \_\_\_\_\_

OTHER: \_\_\_\_\_ (Explain)

Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**BID GUARANTEE**

**TO THE CITY OF PLACENTIA  
PROJECT NO. \_\_\_\_\_**

As a material inducement to the City to award the contract for Project No. \_\_\_\_\_  
to

\_\_\_\_\_, the undersigned ("Guarantor") has agreed to enter into  
this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed  
by law the following work included in this project: \_\_\_\_\_ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors  
will be free from defects and that the work will conform to the plans and specifications. Should  
any of the materials or equipment prove defective or should the work as a whole, or any part  
thereof, prove defective for any reason whatsoever (except due to intentional torts by the City),  
or should the work as a whole or any part thereof fail to operate properly or fail to comply with  
the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City,  
upon written demand, for all of the City's expenses incurred replacing or restoring any such  
equipment or materials, including the cost of any work necessary to make such replacement or  
repairs; or 2) replace any such defective material or equipment and repair said work completely,  
all without any cost to the City. Guarantor further guarantees that any such repair work will  
conform to the plans and specifications for the project. This guarantee will remain in effect for  
five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any  
replacements or repairs itself or to have such replacement, repair, performed by the  
undersigned. The City shall have no obligation to consult with Guarantor before the City  
proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor  
perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or  
work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make  
reimbursement payment within 15 days after receipt of a written demand for payment from the  
City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all  
costs and expenses, including attorneys and expert fees, reasonably incurred by reason of  
Guarantor's failure or refusal.

Guarantor

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

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATEMENT OF NON COLLUSION BY CONTRACTOR**

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On \_\_\_\_\_ at \_\_\_\_\_ California.

Firm \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name & Title)

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A. General Description**

The City Of Placentia is seeking proposals from qualified contractors for professional tree planting services. The objective is to plant various trees in parkways located at 160 different locations in the City's parkways and tree wells. The work shall consist of furnishing all labor, materials, tools, and equipment needed to install the trees and including watering for the first (3) three months.

All work shall be in accordance with related sections from SSPWC and SPPWC, including the below amendments:

**B. Specifications**

**A.** Maintenance shall begin at the final inspection and acceptance of installation by the City and extend for a period of three (3) months. Maintenance shall include keeping the installation clean and free of weeds, trash, and debris. All trees shall have a total of (4) four tree straps and (2) two wood stakes per tree.

**B.** The tree contractor will be responsible for watering the trees for the first (3) three months after the final inspection and acceptance by the City. This will be a total of (3) three times a week.

**C.** All trees shall be guaranteed for a period of twelve (12) months beginning on the date of acceptance of the installation by the City.

**D.** Replacements: All trees dying within the guarantee period shall be replaced as many times as necessary, and approved by the Public Works Superintendent, with a new warranty commencing on the date of replacement, and at no cost to the City.

**E.** Inspection by City and Contractor shall be made at the end of the 90-day maintenance period and the guarantee periods. The contractor shall set up a time with a City representative for these inspections and shall make corrections to the installation resulting from these inspections promptly and at no expense to the City.

The work shall include providing labor, material, and equipment to provide maintenance and plant establishment for the newly planted 24-inch box trees, complete, to comply with above requirements.

The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents for the subject project:

**EXHIBIT B**

**SCHEDULE OF PERFORMANCE**

The undersigned declares that they have carefully examined the specifications, have read the accompanying instructions to bidders, and hereby propose to provide the gloves, in accordance with City needs and/or fund availability and the specifications provided herein.

Indicate the unit price for each line item. The total quotation is to be a firm offer for no less than ninety (90) days and will be regarded by the City as the bidder's best and final offer.

<b>BID ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>
1.	Crepe Myrtle 24" box tree with all planting hardware, and one-year warranty	72	\$ 418.00
2.	Australian Willow 24" box tree with all planting hardware, and one-year warranty	47	\$ 418.00
3.	Brisbane Box 24" box tree with all planting hardware, and one-year warranty	41	\$ 418.00
4.	3 hand watering's per week for 3 months		\$ 14,738.00
	<b>Grand Total</b>		\$ <u>81,618.00</u>

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

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

E. Surety Bonds

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

F. Standards for Insurance Companies

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

G. Documentation

- The Certificate of Insurance shall include the following reference: [1306]
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

**EXHIBIT D**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**EXHIBIT E**  
**CLAIMS PROCEDURE**

**SUMMARY OF PUBLIC CONTRACT CODE § 9204**

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

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

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

Initial Review

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

Meet & Confer

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

Mediation

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

Miscellaneous Provisions

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m. , forms a part of

Policy No.NGL100297103 issued to

by

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

***XL Plus Endorsement***

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read this endorsement carefully to determine rights, duties, and what is and is not covered.

- A. Reasonable Force – Bodily Injury or Property Damage**
- B. Damage To Premises Rented To You Extension**
  - Perils of fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage
  - Limit increased to \$300,000
- C. Aircraft Chartered with Crew**
- D. Non-Owned Watercraft**
- E. Personal and Advertising Injury – Assumed by Insured Contract**
- F. Increased Supplementary Payments**
  - Cost for bail bonds increased to \$5,000
  - Loss of earnings increased to \$1,000 per day
- G. Broadened Named Insured**
- H. Blanket Additional Insured – Managers or Lessors of Premises**
- I. Blanket Additional Insured – Lessor of Leased Equipment**
- J. Injury to Co-Employees and Co-Volunteer Workers**
- K. Knowledge and Notice of Occurrence or Offense**
- L. Unintentional Omission**
- M. Liberalization**
- N. Blanket Waiver of Subrogation**
- O. Incidental Medical Malpractice Injury**
- P. Extension of Coverage – Bodily Injury**
- Q. Coverage Territory**

**A. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

Exclusion a. Expected Or Intended Injury of Part 2., Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I – Coverages is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

**Expected or Intended Injury or Damage**

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

**B. DAMAGE TO PREMISES RENTED TO YOU EXTENSION**

1. The last paragraph of 2. Exclusions of Coverage A. Bodily Injury And Property Damage Liability of Section I - Coverages is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damages to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. A separate limit of insurance applies to this coverage as described in Section III- Limits of Insurance.

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
- a. Rupture, bursting, or operation of pressure relief devices;
  - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
  - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.
3. Paragraph 6. of Section III- Limits of Insurance is deleted in its entirety and replaced by the following:
- 6.a. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, explosion, lightning, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same “occurrence”, whether such damage results from fire, explosion, lightning, smoke, aircraft or vehicle or riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage or any combination of any of these.
- b. The Damage to Premises Rented to You Limit will be the higher of:
- (1) \$300,000; or
  - (2) The amount shown on the Declarations for Damage to Premises Rented to You Limit.

4. Paragraph **9.a.** of the definition of "insured contract" under Section **V- Definitions**, is deleted in its entirety and replaced by the following:

["Insured contract" means:]

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, aircraft or vehicle, riot or civil commotion, vandalism, leakage from fire extinguishing equipment or water damage to premises while rented to you, or temporarily occupied by you with the permission of the owner is not an "insured contract".
5. This Article **B.** does not apply if coverage for Damage to Premises Rented to You of Coverage **A. Bodily Injury And Property Damage Liability** of Section **I – Coverages** is excluded by endorsement.

#### **C. AIRCRAFT CHARTERED WITH CREW**

1. The following is added to the exceptions contained in Exclusion **g.**, Aircraft, Auto or Watercraft in Part **2.**, Exclusions of Coverage **A. Bodily Injury And Property Damage** of Section **I – Coverages**:

[This exclusion does not apply to:]

Aircraft chartered with crew to any insured.

2. This Article **C.** does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Article **C.** shall be excess over any valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

#### **D. NON-OWNED WATERCRAFT**

1. The exception contained in Subparagraph **(2)** of Exclusion **g.** Aircraft, Auto or Watercraft in Part **2.**, Exclusions of Coverage **A. Bodily Injury And Property Damage Liability** of Section **I – Coverages** is deleted in its entirety and replaced by the following:

**(2)** A watercraft you do not own that is:

**(a)** 50 feet long or less; and

**(b)** Not being used to carry persons or property for a charge;

2. This Article **D.** applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. This insurance provided by this Article **D.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

#### **E. PERSONAL AND ADVERTISING INJURY – ASSUMED BY INSURED CONTRACT**

1. Exclusion **e.** Contractual Liability in Part **2.**, Exclusions of Coverage **B. Personal And Advertising Injury Liability** of Section **I – Coverages** is deleted in its entirety and replaced by the following:

[This insurance does not apply to:]

**e. Contractual Liability**

"Personal and Advertising Injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

1. That the insured would have in the absence of the contract or agreement; or
  2. Assumed in a written contract or agreement that is an "insured contract"; provided the "personal and advertising injury" is caused by an offense which occurs subsequent to the execution of the contract or agreement.
2. Subparagraph **f.** of the definition of "insured contract" Section **V.-** Definitions is deleted in its entirety and replaced by the following:
- f.** That part of any other contract or agreement pertaining to your business, including an indemnification of a municipality in connection for work performed for a municipality, under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
2. This Article **E.** does not apply if Coverage **B.** Personal And Advertising Injury Liability is excluded by endorsement.

**F. INCREASED SUPPLEMENTARY PAYMENTS**

Subparagraphs **1. b.** and **d.** of Supplementary Payments – Coverages **A** And **B** of Section **I** - Coverages are amended as follows:

1. In Subparagraph **b.**, the amount we will pay for the cost of bail bonds is increased up to \$5,000.
2. In Subparagraph **d.**, the amount we will pay for a loss of earnings is increased up to \$1,000 a day.

**G. BROADENED NAMED INSURED**

1. The Named Insured in Item **1.** of the Declarations is as follows:  
The person or organizations named in Item **1.** of the Declarations and any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy. However, coverage for any such organization will cease as of the date that you no longer maintain ownership of, or majority interest in, such organization.
2. This Article **G.** does not apply to any person or organization for which coverage is excluded by endorsement.

#### **H. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

1. Section II-Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract executed prior to loss (an "additional insured"), but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:
  - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits you agreed to provide, or the limits shown on the Declarations, whichever is less.
  - b. The insurance afforded to the "additional insured" does not apply to:
    - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises;
    - (2) Any premises for which coverage is excluded by endorsement; or
    - (3) Structural alterations, new construction or demolition operations performed by or on behalf of such "additional insured".
2. The insurance afforded to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

#### **I. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

1. Section II-Who Is An Insured is amended to include an "additional insured" (as defined in Article H. above), but only with respect to their liability arising out of maintenance, operation or use by you of equipment leased to you by such "additional insured", subject to the following provisions:
  - a. Limits of Insurance. The Limits of Insurance afforded to the "additional insured" shall be the limits which you agreed to provide, or the limits shown on the Declarations, whichever is less.
  - b. The insurance afforded to the "additional insured" does not apply to:
    - (1) Any "occurrence" that takes place after the equipment lease expires; or
    - (2) "Bodily injury" or "property damage" arising out of the sole negligence of such additional insured.
2. The insurance provided to the "additional insured" is excess over any valid and collectible insurance available to such "additional insured", unless you have a written contract for this insurance to apply on a primary or contributory basis.

#### **J. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

1. Section II- Who Is An Insured is amended to include your "employees" as insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.

2. Section II – Who Is An Insured is amended to include your “volunteer workers” as insureds with respect to “bodily injury” to a co-“volunteer worker” while performing duties related to the conduct of your business, or to your “employees” employment by you, provided that this coverage for your “volunteer workers” does not apply while performing duties unrelated to the conduct of your business.

#### **K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit of the Section IV - Commercial General Liability Conditions:

Notice of an “occurrence” or of an offense which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” or offense has been reported to any insured listed under Paragraph 1. of Section II-Who Is An Insured or any “employee” (such as insurance, loss control, risk manager or administrator) designated by you to give such notice.

Knowledge of any other “employee(s)” of an “occurrence” or of an offense does not imply that you also have such knowledge.

Notice shall be deemed prompt if given in good faith as soon as practicable to your workers compensation insurer. This applies only if you subsequently give notice to us as soon as practicable after any insured listed under Paragraph 1. of Section II – Who Is An Insured or an “employee” (such as an insurance, loss control, or risk manager or administrator) designated by you to give such notice discovers that the “occurrence”, offense or claim may involve this policy.

#### **L. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., Representations, of Section IV- Commercial General Liability Conditions:

The unintentional omission of, or unintentional error in, any information provided by you shall not prejudice your rights under this insurance. However, this Article L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws or regulations.

#### **M. LIBERALIZATION**

The following is added to Section IV-Commercial General Liability Conditions:

##### **Liberalization**

After the issuance of this policy, if we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without a premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

## **N. BLANKET WAIVER OF SUBROGATION**

The following is added to Section IV-Commercial General Liability Conditions:

### **Waiver of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

## **O. INCIDENTAL MEDICAL MALPRACTICE INJURY**

1. For insurance applicable to this Article O, the definition of "bodily injury" in Section V - Definitions is amended to include, "Incidental Medical Malpractice Injury".

2. The following definition is added to Section V- Definitions:

"Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan Services". As used in this Article O., "Good Samaritan Services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. Paragraph 2.a.(1)(d) of Section II -Who Is An Insured does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in Paragraph 2. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph 2. Exclusions of Coverage A. – Bodily Injury And Property Damage Liability of Section I – Coverages:

[This insurance does not apply to:]

### **Willful Violation of Penal Statute**

Liability arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of the insured.

5. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services described in Paragraph 2.a. through 2.d. above to any one person, will be considered one "occurrence".
6. This Article O. does not apply if you are in the business or occupation of providing any of the services described in Paragraph 2. above.

7. The insurance provided by this Article **O.** shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

**P. EXTENSION OF COVERAGE – BODILY INJURY**

The definition of "bodily injury" Section **V-** Definitions is deleted in its entirety and replaced by the following:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

**Q. COVERAGE TERRITORY**

The definition of "coverage territory" Section **V-** Definitions is deleted in its entirety and replaced by the following:

4. "Coverage territory" means anywhere in the world.

This insurance does not apply to:

- a. "bodily injury" or "property damage" that takes place; or

- b. "personal and advertising injury" caused by an offense committed

outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a "suit" on the merits (to determine the insured's responsibility to pay damages to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.

This insurance does not apply to damage, loss, cost or expenses in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**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 \$ 500

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

**Person or Organization**

**Job Description**

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 04/08/2023

Policy No. CWWCP10003773602 Endorsement No. 0001

Insured Nieves Landscape, Inc.

Insurance Company COMPWEST INSURANCE COMPANY

Countersigned by 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
  - 1. Broad Form Insured**
  - 2. Employees As Insureds**
  - 3. Additional Insured By Contract, Agreement or Permit**
  - 4. Employee Hired Autos**
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
  - 1. Rental Reimbursement**
  - 2. Extra Expense – Broadened Coverage**
  - 3. Personal Effects Coverage**
  - 4. Lease Gap**
  - 5. Glass Repair – Waiver Of Deductible**
- F. Physical Damage Coverage Extensions**
  - 1. Additional Transportation Expense**
  - 2. Hired Auto Physical Damage**
- G. Business Auto Conditions**
  - 1. Notice Of Occurrence**
  - 2. Waiver Of Subrogation**
  - 3. Unintentional Failure To Disclose Hazards**
  - 4. Primary Insurance**
- H. Bodily Injury Redefined**
- I. Extended Cancellation Condition**

**A. Temporary Substitute Auto Physical Damage**

**SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage coverage:

1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**B. Who Is An Insured**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is changed by adding the following:

**1. Broad Form Insured**

For any covered "auto", any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**2. Employees As Insureds**

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

**3. Additional Insured By Contract, Agreement Or Permit**

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract, agreement or permit.

**4. Employee Hired Autos**

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

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b.** is replaced with the following:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

**C. Supplementary Payments**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is changed as follows:

Item **(2)** is deleted and replaced by the following:

- (2)** Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item **(4)** is deleted and replaced by the following:

- (4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

**D. Amended Fellow Employee Exclusion**

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** does not apply.

The insurance provided under this Provision **D.** is excess over any other collectible insurance.

**E. Physical Damage Coverage**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage** is changed by adding the following:

**1. Rental Reimbursement**

- a.** We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b.** We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
  - (2) Thirty (30) days.
- c. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred.
  - (2) \$50 any one day per private passenger "auto";  
\$100 any one day per truck;  
\$1,500 any one period per private passenger "auto";  
\$3,000 any one period per truck; or  
Higher limits if shown elsewhere in this policy.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

## **2. Extra Expense – Broadened Coverage**

We will pay for the expense of returning a stolen covered "auto" to you.

## **3. Personal Effects Coverage**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

## **4. Lease Gap**

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

**5. Glass Repair – Waiver Of Deductible**

No deductible applies to glass damage if the glass is repaired rather than replaced.

**F. Physical Damage Coverage Extensions**

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by the following:

**1. Additional Transportation Expense**

**Sections a. and b.** are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**2. Hired Auto Physical Damage**

The following section is added:

Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" for physical damage coverage. The most we will pay for each covered "auto" is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered "auto" a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

**G. Business Auto Conditions**

**SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions** is changed by the following:

**1. Notice Of Occurrence**

**Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a.** is changed by adding the following:

If you report an injury to an "employee" to your workers' compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

**2. Waiver Of Subrogation**

**Section 5. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under such contract with that person or organization.

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions** is changed by the following:

**3. Unintentional Failure To Disclose Hazards**

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

**4. Primary Insurance**

**Condition 5. Other Insurance** is changed by adding the following:

For any covered "auto" this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a "loss".

**H. Bodily Injury Redefined**

**SECTION V – DEFINITIONS, C.** "Bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**I. Extended Cancellation Condition**

**COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b.** is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: MAY 2, 2023

SUBJECT: **SOFTWARE AGREEMENT WITH KRONOS SAASHR, INC. FOR A WORKFORCE MANAGEMENT SYSTEM**

FISCAL  
IMPACT: EXPENSE: \$13,387 One-time implementation fee, \$63,250 annual software license fee  
BUDGETED: Human Resources 101523-6136

### **SUMMARY:**

The City upgraded their legacy Enterprise Resource Planning (ERP) financial system in July 2022 after delays due to staff turnover spanning multiple fiscal years. The City did not implement a new ERP system, instead choosing to upgrade from an outdated, unsupported version to a more recent version of the software with the same vendor, Central Square. The new version was implemented with the understanding that it would modernize the City's processes, including online timekeeping, workflow for accounts payable and purchasing, an online employee benefit portal and help streamline interactions between human resources and payroll. Unfortunately, these functionalities have not worked as planned and as a result, the City has needed to contract with a third-party vendor to manage day-to-day payroll and Human Resources functions and troubleshoot errors within the Central Square software which arise consistently each pay period.

Staff from both the Finance and Human Resources departments have reviewed demonstrations from multiple timekeeping and human capital management systems and are recommending Kronos (aka UKG) software to enable the City to implement an electronic, web-based timekeeping system including leave and overtime requests, payroll, and a human resources module capable of managing various leaves, recruitment, benefits and training programs.

In accordance with the City's purchasing policy section 10D, staff is proposing to utilize a cooperative agreement competitively solicited through Omnia Partners.

### **RECOMMENDATION:**

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

1. Approve the software agreement with Kronos SaasHR, Inc. for a workforce management system.

**1.h.**  
**May 2, 2023**

2. Authorize the City Administrator and/or his designee to execute all 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 #8 to Improve City Governance but is not directly related to a specific objective.

### **DISCUSSION:**

The City currently relies on outdated, paper based processes for payroll and human resources functions including employee timecards, overtime and leave requests, employee benefit and leave management, withholding changes as well as coordination of mandated citywide training. These processes are time-consuming, vulnerable to human error and are challenging to coordinate due to the complexity of work schedules, particularly for public safety employees.

The City's current Enterprise Resource Planning (ERP) system, Finance Enterprise, is currently used to process payroll and maintain employee records. However, this system does not have the capability for workflow for approvals of changes, allow employees to enter timecards electronically, make changes to their records such as address or withholding changes or view W2 or past paystubs online. In addition, Finance Enterprise is difficult to extract data from, is not user-friendly and consistently produces errors, particularly in payroll resulting in the need for the City to contract with a third-party consultant to make basic changes to the system such as the creation of new payroll codes or formatting reports to streamline reporting to outside agencies such as CalPERS. This additional contract cost, in addition to the annual five (5%) increase in license fees for Finance Enterprise plus a one-time "inflation" charge of five (5%) – ten percent total for FY23/24- led to the City exploring options for a cost-effective system that would enable the City to achieve the level of modernity and efficiency the City is striving for.

Over recent months, Finance and Human Resources staff reviewed different software products for online timekeeping, payroll and human resources functions. Both teams agreed that UKG (formerly Kronos) would be the best tool for the City to modernize operations, save significant staff time and reduce the potential for human error. The UKG system offers many valuable features including the capability:

- For employees to submit and approve timecards electronically via app or web-based portal.
- For employees to submit and approve leave and overtime requests electronically.
- To process payroll in the UKG system with seamless integration of timekeeping data.
- Allow employees to review pay stubs and W2 information through an employee portal.
- Allow employees to modify personal information such as address changes, W4 adjustments and direct deposit changes directly through an employee portal.
- Allow Human Resources to accurately track various leaves such as FMLA, Workers' Comp, long and short-term disability, etc. including ability for employees to upload letters from doctors and other correspondence.
- Allow employees to select benefits during open enrollment.
- Allow Human Resources to manage training and recruitment programs more effectively.

Staff is recommending the procurement of the UKG Ready program through the OMNIA Cooperative Contract for timekeeping, payroll and human resources operations. Implementation of the software can take up to 120 days, with UKG providing technical support and expertise to implement the system and train City staff.

Once implementation is complete, Staff is also recommending the City issue an RFP for a new ERP system for financials only that would enable the city to modernize, implement workflows, reduce reliance on paper processes and take advantage of improved technology. Once a vendor is selected, it will take up to one-two years to implement the new system which would include cleaning data, migrating 2-3 years of historical data from the old system to the new, possibly rewriting the chart of accounts and training Staff on the new system. The schedule will be determined by availability of funding as well as the availability of Staff dedicated to the project and will be presented to City Council once funding is identified and a vendor has been selected.

Prepared by:

  
\_\_\_\_\_  
Jennifer Lampman  
Director of Finance

Reviewed and approved:

  
\_\_\_\_\_  
Alice Burnett  
Director of Human Resources

Reviewed and approved:

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

Attachments:

1. Software agreement with Kronos SaasHR, Inc.
2. Master Agreement with Cobb County Board of Commissioners



## ORDER FORM

Quote#: Q-156295  
Expires: 24 May, 2023  
Sales Executive: David Yacoubian

Order Type: Quote  
Date: 17 Apr, 2023

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**Bill To Contact:**

Bill To: CITY OF PLACENTIA  
401 E CHAPMAN AVE  
PLACENTIA, CA 92870-6101 USA

**Ship To Contact:**

Ship To: CITY OF PLACENTIA  
401 E CHAPMAN AVE  
PLACENTIA, CA 92870-6101 USA

Ship to Phone:  
Ship to Mobile:  
Contact: Jennifer Lampman  
Email: [jlampman@placentia.org](mailto:jlampman@placentia.org)

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Currency: USD  
Customer PO Number:  
Solution ID: 6172218  
Term: Co-Term  
Billing Start Date: 90 Days from Execution of Order Form

Shipping Terms: Shipping Point  
Ship Method: FedEx Ground  
Freight Term: Prepay & Add  
Renewal Term: 12 months  
Payment Terms: Net 30 Days

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**Order Notes:**

The Professional Services Engagement Overview attached to this Order Form is a summary for the implementation services to be provided by UKG for the UKG Ready Setup Fees set forth on this Order Form.

This order entered into between the Customer and Kronos SaaShr, Inc. (a UKG company) is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221"). The Attachment 1 is included with this Order Form. Customer agrees that additional fees may be invoiced and owed if Customer incurs fees as outlined in <https://www.ukg.com/ukg-payroll-services-miscellaneous-pricing-schedule-August2019> ("Attachment 2").

Telestaff integration is included within the one time setup fees listed below.

**SaaS Services**

Billing Frequency: Monthly in Arrears

Product Name	Quantity	PEPM	Monthly Price
UKG READY TIME	255	USD 3.78	USD 963.90
UKG READY ACCRUALS MANAGER	255	USD 0.63	USD 160.65
UKG READY LEAVE	255	USD 0.95	USD 242.25



Product Name	Quantity	PEPM	Monthly Price
UKG READY HR	255	USD 3.78	USD 963.90
UKG READY BENEFITS	255	USD 3.47	USD 884.85
UKG READY PAYROLL	255	USD 3.78	USD 963.90
UKG READY ACA MANAGER	255	USD 0.32	USD 81.60
UKG READY COMPENSATION	255	USD 0.63	USD 160.65
UKG READY PERFORMANCE	255	USD 0.63	USD 160.65
UKG READY ATTESTATION	255	USD 0.32	USD 81.60
UKG READY RECRUITING	255	USD 0.63	USD 160.65
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00
UKG READY PAYROLL SERVICES	255	USD 1.75	USD 446.25
<b>Total Price</b>			<b>USD 5,270.85</b>

### One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	<b>USD 13,387.50</b>

### Optional Services

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
UKG Ready Other Services Fee	USD 0.00
<b>Monthly Total</b>	<b>USD 0.00</b>

### Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 5,270.85

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 63,250.20

Item	Total Price
Total One Time Fees	USD 13,387.50

**CITY OF PLACENTIA**

**Kronos SaaShr, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



## Professional Services Engagement Overview

### Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order for, to CITY OF PLACENTIA (“Customer”) related to the Core Modules, Value-add Modules, and/or Optional Services contained in the document. Our Professional Services engagements are designed to help our Customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The Ready® Professional Services engagement described herein is fixed price based and is subject to the terms and conditions governing your Ready – Software as a Service (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Professional Services Engagement Overview.

### Your Ready SaaS Solution

CITY OF PLACENTIA and Kronos are deploying the following Ready modules with 1 location(s), 1 EINS and 0 collective bargaining agreements(s).

Core Modules	Employees	Deployments	Estimated Duration
UKG READY TIME	255	1	
UKG READY ACCRUALS MANAGER	255	1	
UKG READY HR	255	1	120 Days
UKG READY PAYROLL	255	1	
UKG READY PAYROLL SERVICES	255	1	
Value Add Modules	Employees	Deployments	Estimated Duration
UKG Ready Attestation	255	1	10 Days
UKG Ready ACA Manager	255	1	15 Days
UKG Ready Recruiting	255	1	30 Days
UKG Ready Compensation	255	1	15 Days
UKG Ready Performance Management	255	1	30 Days
UKG Ready Leave	255	1	30 Days

### CITY OF PLACENTIA and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between CITY OF PLACENTIA and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization’s specific requirements. Your organizations participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness,

bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

### Core Functionality Deliverables

Working in close collaboration, CITY OF PLACENTIA and Kronos will deploy the following core modules and functionality in 120 estimated days from project kick-off. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

Ready Core	Kronos Delivered Value
<p><b>UKG Ready Time</b></p>	<p>UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> <li>• Total Cost Centers</li> <li>• Profiles               <ul style="list-style-type: none"> <li>• Timesheet</li> <li>• Time Off Request</li> <li>• Pay Calculations</li> <li>• Pay Prep</li> <li>• Security</li> <li>• Points</li> </ul> </li> <li>• Tables               <ul style="list-style-type: none"> <li>• Rate</li> <li>• Holiday</li> </ul> </li> <li>• Manager Levels</li> <li>• Employee Perspective Scorecards</li> <li>• Workflows               <ul style="list-style-type: none"> <li>• Time Off Requests</li> <li>• Timesheet Change Requests</li> </ul> </li> <li>• Schedules               <ul style="list-style-type: none"> <li>• Daily Rules</li> <li>• Work Schedule Profiles</li> </ul> </li> <li>• Pay Periods</li> <li>• Counters</li> <li>• Time Off Categories</li> <li>• Reports               <ul style="list-style-type: none"> <li>• 61 commonly used pre-configured reports are included in the implementation</li> <li>• Kronos will configure up to 5 additional custom reports using the standard functionality in the software</li> </ul> </li> <li>• Timekeeping Admin Training</li> </ul>
<p><b>UKG Ready Accruals Manager</b></p>	<p>UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through:</p> <ul style="list-style-type: none"> <li>• Consistent enforcement of policy</li> <li>• Configurable calculation methods &amp; grants</li> <li>• Time-Off routing &amp; approval workflow (requires UKG Ready Time)</li> <li>• Time-Off requests at data collection devices</li> <li>• Automatic updates to schedule &amp; timecard (requires UKG Ready Time)</li> <li>• Visibility to projected balances</li> <li>• Automatic balance reduction (requires UKG Ready Time or UKG Ready</li> </ul>

	<p>Payroll)</p> <ul style="list-style-type: none"> <li>• View time-off calendars for groups</li> <li>• Mobile access</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> <li>• Configure accruals profiles and assign to employees</li> </ul> <p><b>Please note</b> that UKG Ready Accruals Manager requires UKG Ready Time.</p>
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<p><b>UKG Ready HR</b></p>	<p>UKG Ready HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:</p> <ul style="list-style-type: none"> <li>• Core employee demographics</li> <li>• Onboarding</li> <li>• Checklists <ul style="list-style-type: none"> <li>• Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Personnel management</li> <li>• Benefits administration</li> <li>• Open enrollment / life event</li> <li>• Work Flows <ul style="list-style-type: none"> <li>• Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• HR documents &amp; forms <ul style="list-style-type: none"> <li>• Up to 10 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Incident tracking</li> <li>• Certification / Credential</li> <li>• Asset management</li> <li>• Compliance reporting</li> <li>• Standard reporting</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> <li>• Interface bundle using customer supplied data in standard file formats</li> <li>• HR Admin Training</li> </ul>
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<p><b>UKG Ready Payroll</b></p>	<p>UKG Ready Payroll deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, make adjustments and export data needed for tax filing (if using a provider other than UKG Ready Payroll Services) through:</p> <ul style="list-style-type: none"> <li>• Pay Period Profiles</li> <li>• Up to two Parallel Payroll Tests</li> <li>• Company Tax Setup (Jurisdictions)</li> <li>• Custom Exports/Reports</li> <li>• Company Deduction Types</li> <li>• Company Earning Types</li> <li>• Configure Default Banks</li> <li>• Workers Comp Types</li> <li>• Payroll History up to 4 Quarter of Current Year</li> </ul>
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	<ul style="list-style-type: none"> <li>• All Payroll Configurations Include: <ul style="list-style-type: none"> <li>• Standard Dashboard Widgets</li> <li>• Global Payroll Settings</li> <li>• Standard Notifications</li> <li>• GL Set Up</li> <li>• In-house manual check printing</li> <li>• Employee Imports</li> </ul> </li> <li>• Vendor Payments (ACH/Check)</li> <li>• Payroll Administrative Training</li> </ul> <p><b>Please note:</b> If UKG Ready Payroll Services module has been purchased, see UKG Ready Payroll Services deliverables in this document. If UKG Ready Payroll Services module has not been purchased, Kronos will configure tax filing options for one of the following vendors – BSI, ADP, Ceridian.</p>
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<p><b>UKG Ready Payroll Services</b></p>	<p>UKG Ready Payroll Services deployment prepares you to manage post payroll calculation functions utilizing the services as indicated in the Payroll Processing Addendum through:</p> <ul style="list-style-type: none"> <li>• Election of services</li> <li>• Confirmation of Funding method</li> <li>• Testing of Funding bank account</li> <li>• Tax Account ID, Frequency &amp; Rate*</li> <li>• Balancing Current Year Payroll Tax Payments</li> <li>• Collection of Power of Attorney forms for all jurisdictions</li> <li>• Delivery policy configuration</li> <li>• Shipping account authorization and configuration</li> <li>• Confirmation Multi-state new hire registration (if applicable)</li> <li>• Master Vendor maintenance</li> <li>• Payroll Processing Notifications</li> <li>• Tax Code configuration verification reporting</li> <li>• UKG Ready Payroll Services New administrator training</li> </ul> <p><i>*Services can only be provided for tax accounts with valid Tax ID provided</i></p> <p><b>Please note:</b> It is the responsibility of the customer to provide all requested information including year-to-date payroll and tax payment information, valid tax account ID's for all active tax jurisdictions and requested Power-of-attorney forms.</p>
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<p><b>UKG Ready Benefits</b></p>	<p>UKG Ready Benefits deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through:</p> <ul style="list-style-type: none"> <li>• Employee Self-Service capabilities including open enrollment/life events</li> <li>• Dependent and beneficiary record keeping</li> <li>• Drag-n-Drop scheduling tools</li> <li>• One time data load of benefit enrollments, including dependents and beneficiaries</li> <li>• Benefit maintenance training</li> <li>• 10 carrier feeds including benefit providers, COBRA connectivity to a TPA, and Financial Connectivity (Each file needed, even to the same vendor, will</li> </ul>
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	<p>count as one feed)</p> <ul style="list-style-type: none"> <li>• Smart Forms</li> <li>• Standard Reporting</li> </ul> <p>Please note: UKG Ready Benefits requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds</p>
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**Value-Add Functionality Deliverables**

Once your core functionality is deployed, Kronos will work in close collaboration with CITY OF PLACENTIA to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
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<b>UKG Ready Leave</b>	<p>UKG Ready Leave adds comprehensive leave administration through:</p> <ul style="list-style-type: none"> <li>• Federal &amp; state leave policy enforcement</li> <li>• Employer-specific leave policy enforcement</li> <li>• Qualifying questionnaire</li> <li>• Leave eligibility, type &amp; duration determination</li> <li>• Leave case routing workflow</li> <li>• Leave case life cycle monitoring</li> <li>• Leave hour interface with timesheets</li> <li>• Employee self-service leave request &amp; history</li> <li>• Standard reporting &amp; email notification alerts</li> <li>• One-Time data load using customer-supplied data – current leave cases, leave case entries &amp; entitlement balances in a standard Kronos-supplied format</li> </ul> <p><b>Please note:</b> This module provides maximum value when used with UKG Ready Time, UKG Ready Accruals &amp; UKG Ready HR.</p>
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<b>UKG Ready ACA Manager</b>	<p>UKG Ready ACA Manager provides proactive administration of your ACA compliance strategy across the Ready solution through:</p> <ul style="list-style-type: none"> <li>• Configurable time periods &amp; rules</li> <li>• Set measurement periods &amp; hours threshold</li> <li>• Calculation of employee ACA full-time (FT) status</li> <li>• Identify employees ACA standing by month</li> <li>• Flag part-time (PT) employees approaching ACA FT status</li> <li>• Flag ACA FT employees no longer qualifying</li> <li>• Calculation of plan’s affordability*</li> <li>• Settings for minimum value plan**</li> <li>• Year-End government compliant forms</li> <li>• Standard ACA compliance reporting</li> <li>• One-Time Data load using customer-supplied data – EE hours for look back in a standard Kronos-supplied format</li> </ul> <p>*ACA Function requires UKG Ready Payroll</p>
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	<p><b>**ACA Function requires UKG Ready HR</b></p> <p><b>Please note:</b> This module provides maximum value when used with UKG Ready Time, UKG Ready HR &amp; UKG Ready Payroll.</p>
<p><b>UKG Ready Compensation</b></p>	<p>UKG Ready Compensation automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> <li>• Configurable compensation cycles</li> <li>• Tie compensation to performance outcomes</li> <li>• Import/export Excel-based compensation proposals</li> <li>• Routing &amp; approval workflows</li> <li>• Complete compensation process visibility</li> <li>• Budget vs. proposed comparison</li> </ul> <p><b>Please note:</b> UKG Ready Compensation requires UKG Ready HR.</p>
<p><b>UKG Ready Attestation</b></p>	<p>UKG Ready Attestation module provides documentation proof of compliance for required administration to UKG Ready Time by automatically enforcing your policies through:</p> <ul style="list-style-type: none"> <li>• Configurable questions &amp; response choices</li> <li>• Automated notification &amp; reminders</li> <li>• Several employee prompts with workflows <ul style="list-style-type: none"> <li>• Prompts differ based on attestation prompt</li> </ul> </li> <li>• Work Flows <ul style="list-style-type: none"> <li>• Up to 3 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Functionality for the InTouch Clock vs. the Web may differ</li> <li>• Full Audit Report</li> </ul> <p><b>Please note:</b> UKG Ready Attestation requires UKG Ready Time.</p>
<p><b>UKG Ready Performance</b></p>	<p>UKG Ready Performance provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> <li>• Full Performance Configuration</li> <li>• Up to 3 review profiles will be configured by the Kronos project team, however the Customer can configure as many as needed</li> <li>• Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and how to assign them to Employees. Customer will be responsible for the setup of each development area.</li> </ul> <p><b>Please note:</b> UKG Ready Performance requires UKG Ready HR.</p>
<p><b>UKG Ready Recruiting</b></p>	<p>UKG Ready Recruiting provides proactive administration of your Recruitment strategy across the Ready solution through:</p>

	<ul style="list-style-type: none"> <li>• Applicant Configuration</li> <li>• Job Requisitions</li> <li>• Work Flows <ul style="list-style-type: none"> <li>• Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Applicant Administration</li> <li>• Checklists <ul style="list-style-type: none"> <li>• Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Tracking/recruitment custom forms <ul style="list-style-type: none"> <li>• Up to 5 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Talent tracking – training, skills, certifications</li> <li>• Communication and Notification templates <ul style="list-style-type: none"> <li>• Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Standard reporting</li> </ul> <p><b>Please note:</b> UKG Ready Recruiting requires UKG Ready HR.</p>
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<p><b>UKG Ready Integration Hub</b></p>	<p>UKG Ready Integration Hub enables data to flow between Ready and 3<sup>rd</sup> party applications and/or vendors. If the 3<sup>rd</sup> party application and/or vendor does not accept the standard Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Ready format and utilizing the standard Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (to/from) any 3<sup>rd</sup> party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3<sup>rd</sup> party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. Kronos will provide standard Import/Export files using UKG Ready Integration Hub. Customer will work with the 3<sup>rd</sup> parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Ready fields in the 3<sup>rd</sup> party format to send to the 3<sup>rd</sup> party system. The types of interfaces/integrations that can be supplied under this project include:</p> <ul style="list-style-type: none"> <li>• UKG Ready Time Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• UKG Ready Accruals Interface bundle using customer-supplied</li> </ul> </li> <li>• UKG Ready Scheduler Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• Employee Availability Import from 3<sup>rd</sup> party system</li> <li>• Schedule detail export</li> </ul> </li> <li>• UKG Ready HR Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• Benefit enrollment exports</li> <li>• Employee deduction election imports</li> <li>• Employee demographic exports</li> </ul> </li> <li>• UKG Ready Payroll Interface bundle using customer-supplied data in standard file formats</li> </ul>
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	<ul style="list-style-type: none"> <li>• ACH payroll employee direct deposit file exports</li> <li>• ACH payroll payment for vendors (e.g. 401k, HSA, garnishments, etc.)</li> <li>• Payroll employee withholding amount exports</li> <li>• Pension enrollment export (e.g. 401k)</li> <li>• Pension census export (e.g. 401k)</li> <li>• New hire reporting export</li> <li>• Positive pay export</li> <li>• Payroll journal export to G/L, 1 acct structure</li> <li>• Tax payment &amp; filing Interface</li> </ul> <p>Kronos will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner which they can successfully pass data contained in standard Ready data fields to said 3<sup>rd</sup> party vendor and/or can accept data from said 3<sup>rd</sup> party vendor into Ready standard data fields. Below are some examples of interfaces which are typically part of the Integration Hub. Vendors and integration types may vary by customer.</p> <ul style="list-style-type: none"> <li>• John Hancock Retirement Planning Service</li> <li>• Blue Cross Blue Shield of Texas</li> <li>• HSA Bank</li> <li>• Discovery Benefits</li> <li>• Bankers Fidelity</li> <li>• The Standard</li> </ul> <p><b>Please note:</b> Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If such integrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.</p>

**Administrator and Super User Training**

Included in each Customer’s software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
<p><b>Administrator and Super User Training</b></p>	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> <li>• Learning Center, Ready’s learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to: <ul style="list-style-type: none"> <li>• Interactive self-paced, on-demand modules</li> <li>• “How to” videos and snippets</li> <li>• Printable job aids</li> </ul> </li> <li>• Recommended learning plan(s) aligned to each user’s roles within Ready</li> </ul>



	<ul style="list-style-type: none"> <li>• Online, public instructor-led class(es)</li> <li>• “Train the Trainer” enablement and materials <ul style="list-style-type: none"> <li>• Editable templates and tools to be leveraged by the administrators to deliver manager and employee training</li> <li>• Manager and employee-focused job aids for common tasks within Ready</li> </ul> </li> </ul>
<b>Change Management and User Adoption Training</b>	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> <li>• Change management training for the project team on building a change management plan for Customer’s organization</li> <li>• Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer’s change management plan</li> </ul>

## Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise stated in the Order Form or this Professional Services Engagement Overview.
  - Please note that In the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
  - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request.
  - Kronos shall bill Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice.
- The project kick-off date will be determined based on complexity of the implementation and resource availability, and may occur up to 30 days after a Ready Order Form is executed by the Customer.
- The customer agrees to accept specific responsibilities as part of this project including:
  - Completing all required, Kronos supplied templates used to complete the Discovery process
  - Physical installation and/or mounting of all time clocks associated with this project.
    - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer’s staff to replicate additional configurations
    - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
  - Configuring the Customer’s network to allow inbound/outbound communications to and from the clocks, based on specifications provided by Kronos
  - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
  - Providing all required data imports in the approved Kronos format
  - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer’s Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.

- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the Kronos implementation team.

## Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days. Please note that any project hold and/or delays, whether approved or otherwise, will not impact the Fees and Payment Terms of the Agreement unless otherwise agreed to by both parties.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

## Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your Kronos Sales Executive and UKG Ready Consultant in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

## Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when any one of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing

- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee
- More than twelve (12) months has passed since the date of signature of the Ready Order Form

The Customer may provide approval in writing via email or an alternative agreed upon method.



**COBB COUNTY, GA**

**Contract #18221**

*for*

Workforce Management Systems and Related Products,

Services and Solutions

*with*

**Kronos SaaShr, Inc.**

Effective: March 18, 2019

The following documents comprise the executed contract between the Cobb County, GA, Kronos SaaSr,Inc., effective March 18, 2019:

- I. Vendor Master Agreement Reference No. 18221 and Signature Form
- II. Kronos SaaSr, Inc. Terms and Conditions for Participating Public Agencies

Reference Number	
Reference Depart.	Purchasing Department

Reference No. 18221

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 Master Agreement
 

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Owner: Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, GA 30090

Contractor: Kronos SaaS, Inc.  
3040 Route 22 West, Suite 200  
Branchburg, NJ 08876

Description: **WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #18-6390 ("the RFP") and the Contractor's Proposal submitted September 27, 2018 which is incorporated herein by reference. Contractor understands and agrees that insurance required in the Request for Proposals are to be kept current at all times through the length of each term and for ninety (90) days following the completion of each term. Insurance must be renewed and presented to the Owner at the time of each renewal term if Owner chooses to renew. Insurance shall be written by a firm acceptable to the Owner as specified in the Request for Proposals.

**U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE:** Contractor agrees to enter into the U.S. Communities Administration Agreement that is included in the RFP and the memorandum of understanding with U.S. Communities ("Administration Agreement"). Any Public Agency, as defined in the Administration Agreement, may purchase Products and Services at the prices indicated in the Contractor's Proposal upon prior registration with U.S. Communities, and in accordance with the terms of the Administration Agreement.

Terms: **March 18, 2019 to March 17, 2022** with full renewal options per the Request for Proposals. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this agreement. Orders executed with public entities in the state of Georgia shall be in compliance with multi-year contract provisions of O.C.G.A. Section 36-60-13. The products and services which are subject to this Master Agreement are also covered by the applicable Contractor commercial service or maintenance terms and conditions incorporated as Appendix A. The term of the Commercial service or maintenance terms and conditions shall be governed by that applicable order and may extend beyond the expiration date of this Master Agreement. In the event of conflicting language between the Terms and Conditions of the Master Agreement, including the RFP, and the terms and conditions contained in Appendix A, the Master Agreement shall prevail.

Price: Prices for services and equipment, if applicable, as stated in the Contractor's proposal

Billing: For purchases made by Cobb County Government, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in the Sealed Bid Proposal. For purchases made by participating public agencies, the Contractor shall comply with each agency's invoicing and billing requirements outlined on the applicable order.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

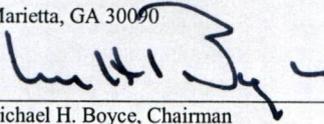
**APPROVED**  
**PER MINUTES OF**  
**COBB COUNTY**  
**BOARD OF COMMISSIONERS**

2-12-2019



*Cobb County... Expect the Best!*

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, GA 30060



Michael H. Boyce, Chairman  
Cobb County Board of Commissioners

3-5-2019

Date



Kronos SaaSr, Inc.  
3040 Route 22 West, Suite 200  
Branchburg, NJ 08876



Authorized Signature

President

Title

2/25/19

Date

FEDERAL TAX ID NUMBER

45-0474844

Approved as to form



County Attorney's Office

3/4/19

Date

KRONOS TERMS AND CONDITIONS FOR PARTICIPATING PUBLIC AGENCIES ADMINISTERED BY US COMMUNITIES (092018)

KRONOS TERMS

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A PARTICIPATING PUBLIC AGENCY (“CUSTOMER”), BY SIGNING AN ORDER FORM OR PURCHASE ORDER WITH KRONOS SAASHR INC., AGREES TO THE APPLICATION OF THESE TERMS AND CONDITIONS FOR ALL PRODUCTS, SERVICES AND OFFERINGS SET FORTH ON SUCH ORDER FORM (OR PURCHASE ORDER) WHICH REFERENCES THESE TERMS AND CONDITIONS.

SECTION A: [GENERAL TERMS AND CONDITIONS](#). This Section apply for all transactions.

SECTION B: [KRONOS WORKFORCE READY SAAS TERMS AND CONDITIONS](#). This Section applies only for Workforce Ready transactions.

SECTION C: [PAYROLL PROCESSING SERVICES](#). This Section applies to the Workforce Payroll Services.

## SECTION A: GENERAL TERMS AND CONDITIONS

### 1. APPLICATION OF THESE TERMS

These terms and conditions apply to each order accepted by Kronos SaaS Inc. ("Kronos") from an eligible Participating Public Agency ("Customer") for all Kronos Equipment, Software, Professional and Educational Services, Support and such other Kronos offerings, as specified on an order form (an "Order").

In addition to the terms set forth in this Section A: General Terms and Condition, the following sections apply for the specific offering referenced:

- (i) Section B shall apply to the Workforce Ready SaaS Orders; and
- (ii) Section C shall apply to Workforce Payroll Services.

All orders are subject to the approval of Kronos' corporate office in Lowell, Massachusetts. This Agreement and the Order Form shall supersede the pre-printed terms of any Customer purchase order or other Customer ordering document, and no such Customer pre-printed terms shall apply to the items ordered.

### 2. APPLICABLE LAWS

This Agreement shall be governed by the state law in which Customer is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

### 3. EXPORT

Customer acknowledges that the Equipment and Software may be restricted by the United States Government or by the country in which the Equipment or Software is installed from export to certain countries and certain organizations and individuals, and agrees to comply with such laws. Customer agrees to comply with all applicable laws of all of the countries in which the Equipment and Software may be used by Customer. Customer's obligations hereunder shall survive the termination or expiration of the Order Form. Customer must obtain Kronos prior written consent before exporting the Software.

### 4. CONFIDENTIAL INFORMATION

"Confidential Information" is defined as information that is: i) disclosed between the parties after the date of this Agreement that is considered confidential or proprietary to the disclosing party; and ii) identified as "confidential" at the time of disclosure, or would be reasonably obvious to the receiving party to constitute confidential information because of legends or other markings, by the circumstances of disclosure or the nature of the information itself. Additionally, Customer acknowledges and agrees that the Software (and Software documentation), and the Specifications shall be deemed to be Kronos' Confidential Information and trade secret. Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties (except the parent company or the wholly owned subsidiaries of the receiving party who have a need to know) the other party's Confidential Information, or use it for any purpose not explicitly set forth herein, without the prior written consent of the other party. Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and who are under obligations of non-disclosure agreement at least as stringent as this section 4, or (c) by law (including the applicable public record laws), or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 4, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction. The obligation of confidentiality shall survive for three (3) years after the disclosure of such Confidential Information.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish by legally sufficient evidence: (a) was rightfully possessed by the receiving party without an obligation to maintain its confidentiality prior to receipt from the disclosing party, (b) is generally known to the public without violation of this Agreement; (c) is obtained by the receiving party in good faith from a third party having the right to disclose it without an obligation with respect to confidentiality; (d) is independently developed by the receiving party without use of the disclosing party's confidential information, which can be shown by tangible evidence.

### 5. TAXES

If Customer presents to Kronos a validly issued tax-exempt certificate, or other sufficient evidence of tax exemption, Customer shall not be liable for those taxes for which Customer is exempt. Otherwise, Customer agrees to pay all other applicable duties and customs fees relating to this Agreement, as well as all taxes levied or based on the products, services or other charges hereunder, including federal, state and local sales and excise taxes, and any taxes or amount in lieu thereof paid or payable by Kronos, exclusive of taxes based on Kronos net income or business privilege.

### 6. TRAVEL EXPENSES

Customer agrees to reimburse Kronos for all pre-approved, reasonable and necessary travel incurred by Kronos in the performance of its obligations under this Agreement, in accordance with the Kronos Travel and Expenses Policies as such mutually agreed policies or as mutually agreed between the parties in the statement of work. Customer further agrees to pay any travel expenses such as airfare, lodging, meals and local transportation, incurred by Kronos in the performance of its obligations under this Agreement provided such expenses comply with the Agreement. Customer will be billed by Kronos for such travel expenses and payment thereof shall be due net 30.

### 7. GENERAL

- (a) The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.
- (b) Customer shall not assign this Agreement or the license to the Software without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.
- (c) Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute;

changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "Force Majeure Event").

(d) All notices given under this Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

(e) The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

(f) The parties agree that the Order signed by both parties and expressly reference this Agreement, which is delivered via fax or electronically delivered via email it shall constitute a valid and enforceable agreement.

(g) This Agreement and any information expressly incorporated herein (including information contained in any referenced URL), together with the applicable Order Form, constitute the entire agreement between the parties for the products and services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general product development direction, potential future products and/or product enhancements under consideration, Customer is not entitled to any products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Software or Equipment identified on an Order Form, nor any other future product in executing this Agreement.

(h) Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraph (c)(1)(2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19, as applicable. Manufacturer/distributor is Kronos SaaS Inc., 297 Billerica Road, Chelmsford, MA.

(i) The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at [http://www.redhat.com/licenses/jboss\\_eula.html](http://www.redhat.com/licenses/jboss_eula.html).

(j) Customer may pay an invoice by credit card if the amount is not greater than \$50,000.00.

(k) Kronos agrees to comply with any applicable federal, state and local laws and regulations.

(l) Additionally, Kronos agrees to be liable for tangible property damage or personal injury to the extent caused by the negligence or willful misconduct of its employees.

**SECTION B**  
**KRONOS WORKFORCE READY® - SOFTWARE AS A SERVICE TERMS AND CONDITIONS**

Customer and Kronos agree that the terms and conditions set forth in this Section B shall apply to the Kronos supply of the commercially available version of the Workforce Ready® SaaS Applications in Kronos' hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer's permitted access to the Kronos infrastructure hosting such Applications.

**1. DEFINITIONS**

**"Agreement"** means these terms and conditions and the Order Form(s).

**"Application(s)"** or **"SaaS Application(s)"** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

**"Billing Start Date"** means the date the billing of the Monthly Service Fees commences as indicated on the applicable Order Form. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer's then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

**"Customer Content"** means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

**"Documentation"** means technical publications published by Kronos relating to the use of the Services.

**"Educational Content"** has the meanings ascribed in Section 7.3.

**"Equipment"** means the Kronos equipment purchased or rented by Customer under this Agreement.

**"Initial Term"** means the initial term of the Services as indicated on the Order Form.

**"Monthly Service Fee(s)"** means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications, the Services, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

**"Order Form"** means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos and the fees to be paid by Customer.

**"Personally Identifiable Data"** means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

**"Renewal Term"** means the renewal term of the Services as indicated on the Order Form.

**"Services"** means (i) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

**"Supplier"** means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services.

**"Term"** means the Initial Term and any Renewal Terms thereafter.

**2. TERM**

**2.1** The Services shall commence on the Billing Start Date, and shall continue for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for additional Renewal Terms until terminated in accordance with the provisions hereof.

**2.2** Customer may terminate the Services and this Agreement for convenience upon ninety (90) days prior written notice subject to Customer's payment of the Services performed and Equipment delivered prior to the effective date of termination. Kronos may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

**2.3** Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice. Notwithstanding the foregoing, Kronos may suspend the Services immediately upon notice in the event of any Customer breach of Sections 4 (Rights to Use), 5 (Acceptable Use), or Section B.4 (Confidential Information).

**2.4** In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party's reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

**2.5** If the Agreement is terminated for any reason:

(a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for services not delivered by Kronos;

(b) Customer's right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;

- (c) No more than fifteen (15) days after termination (or upon Customer's written request at any time during the Term), Kronos will provide to Customer, at no charge to Customer, the Customer Content. After such time period, Kronos shall have no further obligation to store or make available the Customer Content and will securely delete any or all Customer Content without liability;
- (d) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer's expense or, alternatively, destroy such materials and provide Kronos with an officer's certification of the destruction thereof; and
- (e) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

### **3. FEES AND PAYMENT**

**3.1** Customer shall pay Kronos the Setup Fees, the Monthly Service Fees and any additional one time, set-up or recurring fees, all as defined on the Order Form. Billing will commence on the Billing Start Date with the Monthly Service Fees to be billed on the frequency set forth on the Order Form ("Billing Frequency"). Unless otherwise indicated on the Order Form, Kronos will bill Customer for all implementation services in advance. Purchased Equipment will be billed upon shipment of such Equipment. Customer authorizes Kronos to charge the debit card or credit card on file with Kronos in an amount equal to the Monthly Service Fees as all such fees become due under this Agreement. For all other payments and fees due under this Agreement, payment shall be due 30 days following date of invoice unless otherwise indicated on an Order Form. Except as expressly set forth in the Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos' income or business privilege.

**3.2** The Setup Fees shall be invoiced upon execution of the Agreement and shall be due net 30 days following date of invoice. Customer acknowledges that setup fees may be charged to Customer by third parties for Add-on Features. Third party setup and monthly fees shall be set forth on an Order Form. Monthly Service fees shall be based on monthly periods that begin on the Billing Start Date. Monthly Service Fees shall include fees for Equipment rental, if any. Monthly Service Fees for Services added on or before the 15<sup>th</sup> day of a given month will be charged for that full monthly period and each monthly period of the Term thereafter; Monthly Service Fees for Services added after the 15<sup>th</sup> day of a given month will begin to accrue as of the 1<sup>st</sup> day of the following month and will be charged for each monthly period of the Term thereafter. Monthly Service Fees shall be invoiced promptly following the end of the calendar month in which the Monthly Service Fees were accrued. Kronos will monitor Customer's "Usage" of the Services (as defined below) in order to calculate the Usage portion of the Monthly Service Fees to be charged. Usage of the Services, depending on applicable features, components, or services, shall be priced as identified on the Order Form either on a: (a) per month basis; (b) per active employee (herein "Active Employee") per month usage basis; (c) per transaction basis (e.g.: pay statement); or, (d) per access point. For purposes of the Agreement, an employee shall be deemed an Active Employee during any applicable billing period if through the Services: (i) time has been entered for such employee; (ii) records have been included for such employee for the purpose of processing payroll; (iii) records have been included for such employee within an import/export process; (iv) such employee has accessed the Services, regardless of the purpose; (v) benefit time has been accrued for such employee; or (vi) such employee has been marked by Customer as having an "Active" status during the period.

**3.3** Customer agrees that except in those circumstances in which Customer is entitled to invoke the termination for cause provision set forth in Section 2.3 above, in consideration of Kronos' delivery of the Services on a variable fee basis, Customer agrees to pay Kronos each month during the Term in which charges accrue no less than the minimum monthly fees ("Minimum Monthly Fees") which shall be calculated by Kronos based the amounts identified on all Order Forms for Customer's Usage of the Services, plus Equipment rental fees, if any. In the event that Customer does not reach the anticipated Usage upon which the Minimum Monthly Fees was based for any given month during the Term, Customer shall remain responsible for paying the Minimum Monthly Fees for that month. If an Order Form or the Agreement is suspended by Kronos for non-payment or otherwise terminated by Kronos for cause, Customer shall remain liable to pay the applicable Minimum Monthly Fees up to and including the last day of the month in which the effective date of termination occurs.

**3.4** If any amount owing under this or any other agreement between the parties is thirty (30) or more days overdue, Kronos may, without limiting Kronos' rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services.

**3.5** At the latest of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice.

### **4. RIGHTS TO USE**

**4.1** Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation and training materials; and, b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer acknowledges and agrees that the right to use the Services is limited based upon authorized Usage and the amount of the Monthly Service Fees to be paid by Customer. Customer agrees to use only the modules and/or features described on the Order Form. Customer agrees not to use any other modules or features unless Customer has licensed such additional modules or features. Customer may not relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos' licensors or Suppliers, is granted hereunder. When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations.

**4.2** Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

**4.3** Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or any

associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

**4.4** Kronos will make updates and upgrades to the Services (tools, utilities, improvements, third party applications, general enhancements) available to Customer at no charge as they are released generally to its customers as part of the Services. Customer agrees to receive those updates automatically as part of the Services. Kronos also may offer new products and/or services to Customer at an additional charge. Customer shall have the option of purchasing such new products and/or services under a separate Order Form.

**4.5** Kronos reserves the right to change the Services, in whole or in part, including but not limited to, the Internet based services, technical support options, and other Services-related policies. Customer's continued use of the Services after Kronos posts or otherwise notifies Customer of any changes indicates Customer's agreement to those changes.

## **5. ACCEPTABLE USE**

**5.1** Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement.

**5.2** Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content: (a) does not infringe or violate any third-party right, including but not limited to intellectual property, privacy, or publicity rights, (b) is not abusive, profane, or offensive to a reasonable person, or, (c) is not hateful or threatening.

**5.3** Customer will not (a) use, or allow the use of, the Services in contravention of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (b) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage, delete, retrieve or record information about the Services or its users; (c) excessively overload the Kronos systems used to provide the Services; (d) perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan; (e) use any tool designed to automatically emulate the actions of a human user (e.g., robots); or, (f) otherwise act in a fraudulent, malicious or negligent manner when using the Services.

## **6. CONNECTIVITY AND ACCESS**

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement. Kronos is hereby (i) granted access to such Customer data to perform its obligations under the Agreement and (ii) authorized to audit the number of Active Employee counts or other transactions that have occurred to measure Usage.

## **7. IMPLEMENTATION AND SUPPORT**

**7.1 Implementation.** Kronos will configure the Services utilizing scheduled remote resources. Software module configuration will be based on information and work flows obtained from Customer during the discovery portion of the implementation. Customer shall provide Kronos with necessary configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. Kronos and Customer's implementation responsibilities are described more specifically in the Services Implementation Guideline set forth at: <http://www.kronos.com/products/workforce-ready/implementation-guidelines.aspx>

**7.2 Standard Support.** Kronos will provide telephone support 8:00 a.m. to 5:00 p.m., local time, Monday – Friday. Customers also shall be provided the capability to log questions online via the Kronos Customer Portal.

**7.3 Equipment Support.** If Equipment is rented in accordance with Section 9.1 below or if Equipment Support Services are purchased for Equipment purchased in accordance with Section 9.2 below, Kronos will provide the following Depot Exchange Support Services to Customer:

(a) Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies.

(b) Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped the same day, for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

(c) Equipment support also includes Customer access to Equipment service packs via the Kronos Customer Portal.

**7.4 Educational Materials and Content.** Customer will have access to certain educational materials and content (the "Educational Content") within the Services. Customer recognizes and agrees that the Educational Content is copyrighted by Kronos. Customer is permitted to make copies of the Educational Content provided in \*pdf form solely for Customer's internal training purposes and may not disclose such Educational Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the Educational Content without the written consent of Kronos, provided that Customer may download and modify contents of Training Kits solely for Customer's internal use

## 8. Customer content

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Notwithstanding the foregoing, Customer grants Kronos permission to combine Customer's business data with that of other customers in a manner that does not identify the Customer or any individual in order to evaluate and improve the services Kronos offers to customers. In addition, Kronos may, but shall have no obligation to, monitor Customer Content from time to time to ensure compliance with the Agreement and applicable law.

## 9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

### 9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

- a) **Rental Term and Warranty Period.** The term of the Equipment rental and the "Warranty Period" for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer's obligations under the Agreement.
- c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos' prior written consent. Kronos shall have the right to enter Customer's premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- d) **Ownership.** All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment's attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- e) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in Section 7.
- f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer's expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

### 9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

- a) **Ownership and Warranty Period.** Title to the Equipment shall pass to Customer upon delivery to the carrier. The "Warranty Period" for the Equipment shall be for a period of ninety (90) days from such delivery (unless otherwise required by law).
- b) **Equipment Support.** Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one year terms on the anniversary of its commencement date ("Renewal Date"), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

## 10. SERVICE LEVEL AGREEMENT

Kronos shall: (a) provide basic support for the Services at no additional charge, (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (when it shall give at least 8 hours notice via the Services and shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday, Eastern Time), or (ii) any unavailability caused by circumstances beyond Kronos' reasonable control, including without limitation, acts of nature, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Kronos employees), internet service provider failures or delays, or denial of service attacks, and (iii) provide Services in accordance with applicable laws and government regulations.

## 11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

**11.1** Kronos represents and warrants to Customer that the Services, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

**11.2** Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

**11.3** Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

Except as provided for in this Section 11, Kronos hereby disclaims all warranties, conditions, guaranties and representations relating to the Services, express or implied, oral or in writing, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and whether or not arising through a course of dealing. The Services are not guaranteed to be error-free or uninterrupted. Except as specifically provided in this Agreement, Kronos makes no warranties or representations concerning the compatibility of the Services, the SaaS Applications or the equipment nor any results to be achieved therefrom.

## **12.0 DATA SECURITY**

**12.1** As part of the Services, Kronos shall provide administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer data. Customer acknowledges that such safeguards endeavor to mitigate security incidents, but such incidents may not be mitigated entirely or rendered harmless. Customer should consider any particular Kronos supplied security-related safeguard as just one tool to be used as part of Customer's overall security strategy and not a guarantee of security. Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties under the Agreement.

**12.2** As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

**12.3** Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

## **13. INDEMNIFICATION**

**13.1** Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent and will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

**13.2** Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Services other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

**13.3** Customer shall be responsible and liable for all damages and cost of Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") from and against any and all Claims alleging that: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise.

**13.4** The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

## **14. LIMITATION OF LIABILITY**

**14.1** Except as specifically provided in this Agreement, Kronos and its Suppliers will not be liable for any damages or injuries caused by the use of the Services or by any errors, delays, interruptions in transmission, or failures of the Services.

**14.2** except for Kronos' indemnification obligations set forth in Section 13 above, the total aggregate liability of Kronos or Kronos' Suppliers to Customer and/or any third party in connection with the Agreement shall be limited to direct damages proven by Customer, such direct damages not to exceed an amount equal to the total net payments received by Kronos for the services in the Twelve (12) month period immediately preceding the date in which such claim arises.

**14.3** Except for Kronos' indemnification obligations set forth in Section 13 above, in no event shall Kronos or Kronos' Suppliers, their respective affiliates, service providers, or agents be liable to Customer or any third party for any incidental, special, punitive, consequential or other indirect damages or for any lost or imputed profits or revenues, lost data or cost of procurement of substitute services resulting from delays, nondeliveries,

misdemeanors or services interruption, however caused, arising from or related to the Services or the Agreement, regardless of the legal theory under which such liability is asserted, whether breach of warranty, indemnification, negligence, strict liability or otherwise, and whether liability is asserted in contract, tort or otherwise, and regardless of whether Kronos or Supplier has been advised of the possibility of any such liability, loss or damage. **14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.**

## SECTION C

### PAYROLL PROCESSING TERMS AND CONDITIONS

This Payroll Processing terms and condition Section C, and all included exhibits, schedules, attachments or other addenda (the “Section C”) is made part of the Kronos Workforce Ready Software-as-a-Service WFR Terms outlined in Section A and B (the “WFR Terms”) and governs the provision of the Workforce Payroll Services (the “Payroll Services”) Kronos to Customer.

In rendering the Payroll Services, Kronos will use the Workforce Ready software-as-a-service platform (the “WFR Platform”). Attachment 1 sets forth the applicable entities, including Customer itself (collectively the “Covered Entities”), along with each of their EINs and other information, if these Covered Entities are receiving Payroll Services from Kronos. Customer is responsible for ensuring that all Covered Entities are bound by and comply with this Section C. Covered Entities may be added or removed from Attachment 1, by Customer completing and signing the appropriate change form provided by Kronos. Capitalized terms not defined within this Section C are defined in the WFR Terms.

### GENERAL TERMS AND CONDITIONS

#### Article 1. Payroll Services

1.1 Subject to all of the terms and conditions of the WFR Terms and this Section C, Kronos shall provide Customer with the Payroll Services during the Term to the extent set forth on an Order Form. The Payroll Services are provided only in the United States (which includes Puerto Rico, U.S. Virgin Islands, Guam and Marianna) and shall only be provided with respect to Customer’s payroll obligations for United States-based employees of Customer and those Covered Entities included in Attachment 1. The following provisions shall apply to the extent the Payroll Service listed below is selected by Customer as indicated in writing on the Order Form or as part of the Kronos Payroll Services (KPS) Services Election Form to be completed by the parties during implementation:

##### 1.1.1 Payroll, Tax and Treasury Payroll Services.

- a. Customer agrees that the Payroll Services shall be provided in accordance with the pricing set forth on the Order Form and the responsibilities of Customer and Kronos SaaS set forth throughout this Agreement. Kronos SaaS’s standard descriptions for certain miscellaneous services, such as W2/1099 filing fees, fees for tax accounts with an “applied for” status, ACH returns, off-cycle payrolls, split wrap (delivery of checks to multiple locations, and preparing/filing of amended returns, is described in the Payroll Services Additional Items attached as Attachment 2 (“Payroll Services Additional Items”) and the responsibilities of Customer and Kronos set forth throughout this Section C.
- b. Customer will submit the payroll information to Kronos in the format and including the information specified by Kronos from time to time not less than two (2) Business Days prior to Customer’s scheduled check date. “Business Day” means any day of the year other than (a) a Saturday, Sunday or (b) on day on which banking institutions in any jurisdiction of the banking institution of any applicable Client Entity are closed or (c) a statutory or civic holiday in the United States. Without limitation, Kronos is not responsible for Customer errors, wage and hour violations, wage assignment errors, employment discrimination, or other employment policies that may violate any applicable laws, codes, legislative acts, regulations, ordinances, rules, rules of court, orders or similar, as well as any National Automated Clearing House Association (“NACHA”) operating rules (“Applicable Law(s)”. The deadline for Customer’s submission of payroll is determined by the time zone in which the processing occurs, as follows.

On the date Customer's payroll is scheduled to be submitted, if Customer payroll processing emanates from the Eastern or Central Time Zone, then the deadline for submission is 12:00 p.m. Eastern Time; if Client payroll processing emanates from the Mountain or Pacific Time Zone, then the deadline for submission is 1:30 p.m. Eastern Time on the scheduled processing date. If Customer's payroll is submitted timely, Kronos will initiate a Draw Down Wire not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date the payroll is finalized. Late submission by Customer may result in delayed processing of banking and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions and/or as set forth in the Payroll Services Pricing Exhibit. Customer shall be responsible and liable for any claims, losses or any other liabilities arising from or relating to Customer's late submission of transactions. If Customer has elected for Kronos to provide direct deposit/ACH Payroll Services (if available), Kronos will provide on behalf of Customer electronic money movement and related banking services via its ACH credit facilities at one or more financial institutions in support of the direct deposit of funds into Customer's employee and third-party vendor accounts. Customer agrees to be bound by the then-current NACHA operating rules. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.

- c. Customer authorizes Kronos to prepare and file payroll tax returns and cause the issuance of payments on related tax obligations for Covered Entities and tax jurisdictions. Customer authorizes Kronos via draw down wire transfer to: (a) debit Customer's or as applicable a Client Entity's demand deposit account or accounts at an applicable financial institution to be used in connection with the Payroll Services (the "Customer Account") for all payroll tax obligations and credit a like amount to an account designated by Kronos, which may be held in trust by a third party trustee (the "Payroll Services Accounts") not less than two (2) Business Days prior to Customer's scheduled check date of the applicable payroll under this Section C, which funds shall be held in such Payroll Services Accounts until such time as such funds are due to the appropriate taxing authorities; (b) remit such funds by electronic funds transfer ("EFT") or via check to the appropriate taxing authority; and (c) prepare, sign, and file with the appropriate taxing authorities all returns for such taxes on an ongoing basis.
- d. Kronos shall not be responsible for the payment of any Customer taxes or the filing of any Customer tax returns prior to the check date of the payroll under this Section C, nor is Kronos responsible in relation to any taxes which Kronos did not collect from Customer (including without limitation, failure to collect due to non-sufficient funds or other funding issues ("NSF")). Customer should confirm the appropriate federal tax deposits are being paid on behalf of the applicable Client Entity by enrolling in the Electronic Federal Tax Payment System (please visit: <https://www.eftps.gov/eftps>).
- e. Customer shall maintain and provide Kronos accurate tax identification numbers, filing frequencies, filing jurisdictions, tax rates, tax types, and employee tax forms to enable Kronos to properly complete all applicable tax returns and payments. If, as an accommodation to Customer and without implying any obligation, Kronos files a tax return containing "Applied For" status, then Customer agrees and acknowledges that it releases Kronos from any and all liability that may arise in connection with such accommodation (including without limitation, penalties and interest).

#### 1.1.2 Additional Payroll Services.

- a. Check Printing and Fulfillment Services. - means the printing of employee payroll checks, direct deposit advices and third party checks drawn on Customer's bank account, to distribute same

to locations/destinations via FedEx or UPS either Next Day Air or Ground, all as directed by Customer. For delivery purposes, Customer shall obtain and provide either a FedEx or UPS account number for use by Kronos for shipping of documents and/or checks.

- b. ACH Child Support Processing - means the impoundment and remittance of funds for third party payments via ACH for child support payments to the applicable state child support agencies.
- c. W2 Filing - means the electronic filing of employee W2 forms with all applicable Federal and State tax jurisdictions. Specific timelines are established for Customer to promptly complete its year end requirements in order for Kronos to fulfill its obligations in a timely manner. This service includes filing of employee W2 information with the SSA, as well as all 50 State and local tax agencies, excluding Puerto Rico, U.S. Virgin Islands, Guam and Marianna.
- d. 1099 Filing- means the electronic filing of contractor forms with the IRS only. Specific timelines are established for Customer to complete its year end requirements in order for APS to timely fulfill its obligations.

1.1.3 Workforce Ready Platform. Customer acknowledges and agrees that the Payroll Services may only be used in conjunction with the WFR Platform or any other product expressly authorized by Kronos, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Payroll Services. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos' obligations under this Section C.

## **Article 2. Fees; Billing**

Payroll Services shall be considered part of the Services for purposes of Fees and Billing under the WFR Terms. Kronos will invoice the Fees for a particular item or Payroll Service on the Billing Frequency and in accordance with the payment terms and processes indicated on the applicable Order Form and in the WFR Terms and this Section C. Customer agrees payment for the Fees will be made by direct debit facility to be established by Kronos, and that Customer will complete all necessary and reasonable forms and documents to establish such direct debit payments. Should Customer cancel direct debit payments during the Term, Kronos reserves the right to suspend the Payroll Services without notice and to terminate the WFR Terms if not reinstated within ten (10) business days of Kronos' written notice to Customer. The Fees set forth in Attachment 2 are subject to change after the Initial Term (as defined in the WFR Terms) upon thirty (30) days written notice from Kronos to Customer.

## **Article 3. Customer Content**

3.1.1 Kronos will not be responsible for storing copies of Customer Content when Kronos no longer requires such information to provide Payroll Services to Customer, and Customer shall be responsible for retaining its own tax and payroll records according to the schedules established by governmental authorities for Customer. Customer will reimburse Kronos for the costs of producing any information in Kronos' possession or control relating to Customer's business or employees that Kronos produces in response to a Customer request or court order. Unless otherwise required by Applicable Law, upon termination of this Section C, Kronos may dispose of Customer Content in accordance with Kronos' data retention policy in effect from time to time. In the case of termination of one but not all Payroll Services, Kronos may dispose of Customer Content not related to the remaining Payroll Services, unless otherwise required by Applicable Law, in accordance with Kronos' data retention policy in effect from time to time.

3.1.2 Notwithstanding anything to the contrary in this Section C, each party's use and disclosure of tax

return information pursuant to or in connection with this Section C shall be conducted in compliance with and subject to the limitations of Section 7216 of the Internal Revenue Code of 1986, as amended.

#### **Article 4. Customer Covenants**

4.1 Customer shall, and shall cause any Covered Entities to, accurately and timely complete all forms and documents requested by Kronos from time to time in order for Kronos to provide the applicable Payroll Services, including, without limitation, all necessary credential and related action required by Kronos to integrate Payroll Services with the WFR Platform as described in Section 1.1.3. Payroll Services will not commence until Customer (or the applicable Client Entity) provides to Kronos all of the forms and documents requested by Kronos, and any agreed timelines shall be automatically adjusted accordingly with no liability to Kronos attributable to any failure or delay by Customer with respect to the foregoing. In addition to forms and documents requested at the commencement of Payroll Services, Customer shall, and shall cause any Client Entity to, timely provide to Kronos other forms and documents requested by Kronos necessary to deliver the Payroll Services during the Term.

4.2 To the extent required in connection with any Payroll Services, Customer hereby appoints Kronos as its attorney-in-fact with authority to receive, sign and file state and local tax returns and to cause the issuance of payments in connection therewith. Kronos shall also be authorized as Customer's designee to receive correspondence and transcripts with respect to federal, state or local tax returns designated by Customer. Customer shall cooperate in executing and filing any and all forms or other documents required by a taxing authority to appoint Kronos as its reporting agent, or otherwise to make effective the appointments and designations described in the preceding two sentences, including but not limited to IRS Form 8655. Such appointment and authorization shall commence as of the Effective Date and remain in effect through subsequent tax periods until the earlier of the termination date of this Section C and the date Kronos is notified by Customer of revocation of the authorization, and Customer shall cooperate in executing and filing any and all forms and documents required by any taxing authority to do so. Customer hereby revokes all earlier powers of attorney and tax authorizations on file with the respective taxing authorities with respect to the same tax matters and tax period covered by this Section C and shall execute and file all documents necessary to effectuate such revocation. Kronos reserves the right to remove itself as attorney-in-fact or reporting agent in its sole discretion, upon at least ten (10) Business Days' written notice to Customer. An authorization does not relieve the Customer of responsibility (or from liability for failing) to ensure that all tax returns are filed timely and that all FTDs and FTPs are made timely.

4.3 Customer shall at all times maintain balances sufficient to fund its payroll and related obligations two (2) Business Days prior to the applicable check date. Customer acknowledges that if Customer fails to properly fund the Customer Account or otherwise prevents the timely receipt of funds, then Customer's payroll and related services will be delayed and/or suspended at Kronos' sole discretion and Kronos may immediately terminate this Section C upon notice to Customer.

#### **4.4 Banking and Funding Covenants**

4.4.1 Funding Payroll Obligations via Draw Down Wire Except as noted below, all monies caused to be transferred by Kronos on behalf of Customer will be funded via a draw down wire ("Draw Down Wire") initiated by Kronos to Customer's account in accordance with this Section 4.4.1. Customer agrees to execute with its financial institution any WFR Terms necessary to allow Kronos to cause the initiation of Draw Down Wires to Customer's bank account in accordance with the operating rules governing such transactions. Customer acknowledges that if Customer fails to properly fund its account or otherwise prevents the successful completion of a Draw Down Wire, then Customer's payroll and related services

will be delayed or suspended. Customer shall be solely responsible and liable for properly funding its account and ensuring Kronos can effect a Draw Down Wire. For quarter end and year end reconciliation purposes only, Kronos will utilize standard ACH services to reconcile Customer tax remittances and liability variances. Kronos shall use commercially reasonable efforts to notify Customer not less than five (5) Business Days prior to Kronos causing a debit of the Customer's bank account for the amount required to satisfy such variances.

4.4.2 Funding Payroll Obligations via Direct Wire In the sole discretion and upon the written authorization of Kronos, a direct wire (Customer initiates Customer's own wire transfer to a Payroll Services Account) may be utilized as an exception. Exceptions may arise for various reasons, including (a) due to funds not being available in the Customer Account at the time that Draw Down Wires are initiated, or (b) proper authorization was not granted to Kronos to cause the collection of funds via the Draw Down Wire. Any exception processing, by its very nature, runs the risk of delayed funding to third parties such as employees, tax agencies, and child support or garnishment recipients. Penalties, interest and other charges related to Customer's failure in meeting timelines, sufficient debit limit authorization or funding adequacy will be the liability of the Customer, and except to the extent arising from Kronos' gross negligence or willful misconduct, Customer is responsible for any claim made in relation with exception processing.

4.4.3 Payment Scheduling Collection for payroll direct deposits, vendor or garnishment payments, and payroll tax liabilities will be made as needed, based on the Payroll Services elected, and will depend on the payroll schedules that Customer utilizes to pay its employees and/or contractors. The draft for the collection will be via the Draw Down Wire request mechanism. Payments made to employees on Customer's behalf are dependent on the check date associated with those payments. Payments made to agencies and garnishment recipients are based on payroll check date(s). These payments are disbursed to the receiving parties utilizing the ACH network (where possible) in compliance with the NACHA guidelines and regulations or by check drawn on Customer's account. All payments made on Customer's behalf via ACH money movement will be caused to be released by Kronos only after Kronos receives confirmation of collection of amounts drafted from Customer's account. Therefore, even if amounts are due, Kronos will not cause the release of the ACH payments unless confirmation of receipt of funds has been received by Kronos.

4.4.4 Collection Account Testing. Customer hereby authorized Kronos to perform collection account testing as described in this Section 4.4.4. The Customer's collection account(s) used for funding and the drafting process is required to be thoroughly tested to avoid funding failures. Any such failure may result in agency penalties, delayed employee direct deposit payments, etc. This funding account test will ensure the originating bank identifiers for the applicable Payroll Services Accounts have successfully been added to Customer's debit filters. To test the collection account(s), Kronos will cause the initiation of a test Draw Down Wire transactions in the amount of \$1.00 each. The transactions will be initiated from every unique Payroll Services Account provided to Customer during implementation. Testing of the funding account(s) shall occur two (2) to four (4) weeks prior to the first payroll check date to insure a successful processing of the first payroll. Customer must notify Kronos in writing not less than two (2) weeks prior to the effective date of a change in Customer bank account(s), which shall be tested as described in this Section 4.4.4.

4.4.5 Customer agrees to: (a) complete and execute any necessary forms with Customer's Receiving Depository Financial Institution ("RDFI") providing authorization that will require Customer's RDFI to honor all Draw Down Wire drawdown requests and standard ACH transfers received from Kronos and/or

its agent, (b) promptly notify Kronos of any discrepancies between drawdown amounts and the amounts expected by Customer; and (3) notify Kronos immediately if any circumstances arise that could impact the collection of sufficient funds from Customer's account.

4.5 The ACH Reversal function allows Customer to submit a request to cancel a previously submitted ACH transaction. This function is utilized primarily to reverse direct deposits from employee accounts where the original direct deposits were in error. Kronos' and/or the applicable financial institution's then-standard fees for ACH reversals will apply. Customer may initiate an ACH reversal request by submitting a voiding transaction in the WFR Platform. Once the ACH reversal request is submitted to the financial institution, a credit is generated to the Customer Account and a request to debit the funds is sent to the employee's bank account. If the debit request for the ACH reversal to the employee's account is denied (for example, due to NSF), Kronos will debit the total amount of the NSF and any banking fees/charges associated with the NSF from Customer's authorized funding account. Kronos will not reattempt collection of any NSF's from employee accounts. Customer shall be solely responsible for obtaining reimbursement from its employees for the NSF amounts and any related fees/charges, whether the employees are active or terminated.

4.6 If Customer defaults under this Section C, including, without limitation, by Customer's failure to have in the Customer Account sufficient, readily available funds to cover the payroll, payroll tax, and other disbursements, or if a financial institution rescinds a Customer credit to one or more Payroll Services Accounts, then Kronos may, in its sole discretion: (a) terminate this Section C with written notice, and/or (b) exercise any and all reasonable actions necessary and appropriate to limit the loss to, or liability of, Kronos or its Affiliates. "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "Control" (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, voting trust or otherwise.

4.7 Customer shall promptly review all reports and documents provided or made accessible by Kronos or through the Payroll Services and shall inform Kronos of any inaccuracies not later than three (3) Business Days after receipt or notification of availability.

4.8 Customer is responsible for ensuring that the use of the Payroll Services to effect payments to or for its authorized users does not contravene any Applicable Law, including, without limitation, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and any and all anti-money laundering laws and regulations now existing or promulgated after the date of this Section C. Any use of the Payroll Services in contravention of the foregoing sentence will be a material breach of this Section C by Customer.

4.9 Credentialing. Customer understands and acknowledges that the implementation and ongoing provision of Payroll Services are conditioned upon Customer and each Client Entity passing (and continuing to pass) a credentialing process that Kronos may deem necessary in connection with the provision of Payroll Services. Kronos shall have the right to (i) refuse to provide the Payroll Services for Customer with respect to any Client Entity that does not pass Kronos' initial credentialing process (ii) terminate the Payroll Services for Customer with respect to any Client Entity that does not continue to pass Kronos' ongoing credentialing process and (iii) terminate this Section C, and the WFR Terms, if Customer does not continue to pass Kronos' ongoing credentialing process. Customer shall be solely responsible for complying with all Applicable Laws, including, without limitation, ensuring the Covered Entities and payees of Customer on whose behalf Kronos

is causing the delivery of payments are not sanctioned parties under the regulations promulgated by the Office of Foreign Assets Control (OFAC). Customer shall also be responsible for (i) performing, and ensuring passage of, know your customer due diligence on all Covered Entities prior to requesting Kronos to provide any Payroll Services to such Covered Entities, and (ii) providing Kronos with the information as may be reasonably requested by Kronos, for each Client Entity prior to Kronos providing Payroll Services to such Client Entity. Customer agrees to provide Kronos with an accurate and complete listing of Covered Entities receiving any Payroll Services and to inform Kronos promptly of any changes in any Client Entity information previously provided to Kronos.

#### **Article 5. Warranty**

5.1 Kronos warrants that the Payroll Services will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, KRONOS DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If Customer informs Kronos in writing that there is a material deficiency in the Payroll Services which is making this warranty untrue, Kronos will use its commercially reasonable efforts to correct the non-conforming Payroll Service at no additional charge, which, subject to Section 5.2 below, will be Customer's sole and exclusive remedy. Customer shall provide Kronos with reasonable information and assistance to enable Kronos to reproduce or verify the non-conforming aspect of the Payroll Services.

5.2 If Kronos makes an error or omission in the preparation or filing of Customer payroll tax returns, or breaches its obligation to cause the issuance of timely payments of payroll tax and/or business tax obligations, which error or failure results in an assessment of penalty or interest by any taxing authority against Customer, then Kronos' sole responsibility, and Customer's only remedy, will be for Kronos to correct the error or omission under this Section C and pay such penalty and interest (notwithstanding the dollar limitation on Kronos liability contained in this Section C). As a condition precedent to Kronos' obligation to pay such penalty and interest, Customer will provide Kronos timely notice of any such assessment, and Kronos shall be responsible for all defense actions for any such tax claim for penalties and interest, provided however, Customer shall be consulted during all stages of any defense. Timely notice to Kronos shall mean within ten (10) Business Days of receipt of the initial notice of assessment by Customer delivered to Kronos in accordance with the notice provisions described in the WFR Terms. Customer's failure to provide timely notice to Kronos shall release Kronos from any and all obligations to indemnify Customer for the payment of penalty and interest hereunder and/or for effecting such payments on Customer's behalf, but only to the extent such delay caused such or additional penalty, interest or other losses. At all times as between Kronos and Customer, Customer shall be exclusively responsible for any tax assessed but without limiting Kronos' remittance obligations included in the Payroll Services.

#### **Article 6. Independent Contractor and Subcontractors**

6.1 Kronos is acting as an independent contractor of Customer under this Section C. Without limiting the foregoing, Kronos shall serve as a limited agent for Customer solely for purposes of any required agency for filings and/or payments with the appropriate taxing authorities. Kronos is not otherwise an agent of Customer, nor are the Parties in a partnership, joint venture, or other similar relationship, and this Section C shall not be construed to authorize either Party to act as agent for the other except as expressly provided herein.

6.2 Customer acknowledges that in providing the Payroll Services, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks

and functions as Kronos chooses, including without limitation, third party software to perform Payroll Services and to store Customer Data, data security, and other services provided by third parties. Upon written request by the Customer, Kronos will notify Customer, in writing, if applicable with the third party used for specifically for the delivery of services for which Customer is ordering the services.

6.3 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Payroll Services, including without limitation Customer's obligation to withhold in a particular jurisdiction, nor is Kronos a fiduciary of Customer.

6.4 No third-party beneficiaries exist under this Section C.

#### **Article 7. Effects of Termination**

7.1 If this Section C is terminated or expires in accordance with its terms or otherwise terminated pursuant to a termination of the WFR Terms, for any reason, all rights and obligations of the parties hereunder shall terminate upon such expiration or termination, provided that all Customer indemnification obligations in Sections 1.1.1(b), 4.4.1, 4.4.2 and Article 8, as well as Sections 2 (with respect to amounts owed through the effective date of termination), 3, and 5 through and including 9 shall survive any expiration or termination of this WFR Terms.

#### **Article 8. Customer Responsibility**

8.1 Customer is solely responsible for: (a) any expense or financial obligation which is the responsibility of Customer hereunder; (b) any allegation that the Customer Content or its collection or use by Customer violates Applicable Laws; (c) the performance by Kronos of any of Customer's payroll tax duties (including, without limitation, acting as Customer's attorney-in-fact or reporting agent), except to the extent attributable to the gross negligence or willful neglect of Kronos; (d) the breach of any WFR Terms, covenant, duty or obligation of Customer arising hereunder, (e) Kronos filing an "APPLIED FOR" return as an accommodation to Customer, or (f) Customer directing Kronos to make a payment to any person or entity where issuance or receipt of such payment violates Applicable Law. This Section 8.1 shall survive the termination of this Section C.

8.2 Kronos and/or the applicable Kronos Indemnified Party will provide written notice to Customer promptly after receiving notice of any third-party Claim for which it seeks indemnification under this Section C. If the defense of such Claim is materially prejudiced by a delay in providing such notice, Customer will be relieved from providing such indemnity to the extent of the delay's impact on the defense. Customer shall immediately take control of the defense and investigation of such Claim and shall employ counsel reasonably acceptable to the applicable Kronos Indemnified Party to handle and defend the same, at the Customer's sole cost and expense. Customer will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that (i) Customer will not enter into any settlement which imposes any obligations or restrictions on the applicable Kronos Indemnified Parties without the prior written consent of applicable Kronos Indemnified Parties; and (ii) if Customer has refused or failed to assume control of the defense or to diligently pursue the defense thereafter, Kronos and/or applicable Kronos Indemnified Parties may assume sole control of the defense and all negotiation for any settlement or compromise of the applicable Claim in such a manner as Kronos and/or applicable Kronos Indemnified Parties may deem appropriate, at the applicable Kronos Indemnified Party's sole expense, until such time as Customer does assume such control. The applicable Kronos Indemnified Parties will cooperate fully (at Customer's request and expense) with Customer in the defense, settlement or compromise of any such action. The applicable Kronos Indemnified Parties may

retain their own counsel at its own expense, subject to Customer's rights above.

**Article 9. Extent and Limitations of Liability**

9.1 THE TOTAL AGGREGATE LIABILITY (REGARDLESS OF THE NUMBER OF CLAIMS) OF KRONOS TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS SECTION C AND THE PROVISION OF PAYROLL SERVICES WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE PAYROLL SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY ARISES.

9.2 EXCEPT AS EXPRESSLY STATED IN THIS SECTION C, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE PAYROLL SERVICES OR THIS SECTION C. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF KRONOS AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.



## ATTACHMENT 2: PAYROLL SERVICES ADDITIONAL ITEMS

These items are charged in addition to the normal monthly per employee per month fee (PEPM) as they are incurred. For each miscellaneous item listed below, there is a brief description of how/when that charge could be incurred and the pricing detail and information are outline in the pricing information.

1. W-2/1099 Filings Price is per filing  
This fee covers the creation and submission of the electronic files for W2s at the federal and state level. There is no additional fee for printing W2 forms. This fee will apply to all records filed with the SSA each calendar year.
2. NSF Fee the Price is on per transaction basis  
If client utilizes the ACH Funding Method and fails to have the required funds in their designated account as required by and provided in the Agreement, causing Kronos to be issued a notice of Non-Sufficient Funds, Kronos, in addition to all its rights under the Agreement, will also charge Client an NSF Fee for each applicable transaction.
3. Fed Wire Fee Price is per wire
4. State Wire Fee Price is per wire  
If a client submits payroll that requires federal and/or state taxes to be deposited the same or next day, an additional charge of \$82.50 for federal and \$82.50 for state will be incurred. This would typically only occur if the client has submitted or funded their account late and order to avoid tax penalties Kronos must cause the issuances of a wire for the payment to the tax agency.
5. "Applied For" Status of Tax Jurisdictions Price is /month per account  
When a company begins to withhold taxes for their employees in a new state/jurisdiction the company has to apply to that jurisdiction for a tax filing ID number. They are allowed to file tax returns under an "applied for" status until they get their official tax id number. In the application on each of the tax codes, there is a box that can be checked called "Applied For Status" and the actual ID number field is left blank. Kronos will file returns under "Applied For" status but they charge a fee of \$38.50/month until a tax ID number is obtained, because a lot of the work is manual and requires additional effort.
6. ACH Returns/ Notice of Change - 1st/EE account
7. ACH Returns/ Notice of Change - 2nd if on same EE account
8. ACH Returns/ Notice of Change – Additional occurrence if on same EE account  
This fee is charged when either an employee's direct deposit account number has been rejected by the bank and the funds cannot be applied to the account (ACH Return), or when there has been a change to the employee's direct deposit routing number or account number that was not updated in the system and the bank has to manually change the information to apply the funds (Notice of Change – NOC). In either case, KRONOS will charge a fee of \$11.00 the first time it occurs for each specific employee direct deposit. If the client doesn't fix the account before the next payroll, and an additional notice from the bank is received, KRONOS will charge an additional \$55.00. Thereafter KRONOS will charge an additional \$82.50 for each notice received on the same employee account.
9. Off Cycle Payrolls  
Every scheduled payroll is included in the PEPM charge of \$1.55. This would include the regular payrolls (bi-weekly, weekly, monthly, semi-monthly) and could also include a regularly scheduled

bonus payroll (done each quarter, etc.). Off cycle payrolls occur outside this process. These are usually done to fix errors in the current payroll that cannot wait for the next scheduled payroll processing. This fee applies only to those off-cycle or “one off” payroll runs. This fee does not apply to manual checks issued by the client.

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|--|-------------------|
| 10. Spilt Distributions  | Price per split   |
| Pay Statements/Direct Deposit Vouchers can be delivered overnight to different locations for each EIN for no additional cost. The Split Distribution fees covers the cost to package pay statements/direct deposit vouchers to ship to multiple locations within the same EIN. Note that this does not include combining checks/vouchers from different payrolls (i.e. weekly and bi weekly) into one package for distribution. That is not a supported delivery process.  |                   |
| 11. Amended Returns amendment  | Price per         |
| Filing all applicable payroll federal/state/local tax returns as indicated in this WFR Terms is included in the base PEPM fee of \$1.55. When adjustments are made to prior period payroll transactions that require Payroll Services to create a modified or “corrected” tax return to be filed with the taxing authorities, a fee of \$137.50 will be incurred.  |                   |
| 12. Mailing Individual Checks document   | Price per         |
| The preferred method of delivery is for each client to have their checks/direct deposit vouchers, W2s and 1099s to be delivered using the client’s FedEx account to central location(s). If the client wants to have the employee’s pay checks, direct deposit vouchers, W2s and/or 1099 statements delivered directly to their home address, this fee (\$0.75) will apply to each form mailed through the USPS and is in addition to the applicable posted fees. KRONOS will guarantee that W2s/1099s will be mailed by January 28 <sup>th</sup> of each year but cannot guarantee that delivery to the employee will occur by January 31 <sup>st</sup> of each year. |                   |
| 13. 1095C Printing printed   | Price per form    |
| Client’s may request that KRONOS print their 1095C forms at the end of the calendar year. This will require an annual election and clients will be charged the fee above. Forms are only printed on pressure seal stock and shipped to the client for distribution to employees. Clients may also print the forms themselves directly from the Kronos system.  |                   |
| 14. Payroll Rollback—after Payroll Submission Date   | Price per request |
| Request initiated by client to rollback a payroll <u>after</u> a payroll submission deadline—each request.   |                   |
| 15. Reopen Quarter End or Year End   | Price per request |
| Request initiated by client to reopen a QTR End or YR End—each request.  |                   |
| 16. QTR Filing – Inactive EIN’s each quarter.  | Price per return  |
| If the client closes a business during the year and wants W-2’s and year end processing completed this fee will apply. The \$137.50 fee is for each quarter and each return filed with zero returns.   |                   |
| 17. Quarter Closing Late Fee EIN   | Price per day/per |
| The client closes quarter after the contracted deadline.   |                   |

18. Year End Closing Late Fee  
EIN Price per day/per  
The client closes year end after the contracted deadline.
19. Reprint of W2 or 1099  
reprinted Price per form  
Client requests reprinting of a W2 or 1099.
20. W-2 Combined Reporting Print Service — Price is based on  
Base Fee + an additional fee per Form  
Combined W2 forms as may be required for firms designated as a Common Pay Agent as defined in the IRS Publication 15-A. IF so elected at the end of each calendar year, KRONOS will provide your W2 data to a third-party vendor to create combined forms and to generate printed copies. Combined paper W2 forms will be shipped to the client's address unless regular mail is requested. Copies of the forms will not be available to employees in WFR Employee Self Service but will be provided to client in a separate file.

CONTRACT AMENDMENT #4  
Sealed Bid # 18-6390  
Contract #18220

Date of Amendment: February 6, 2023

Owner: Cobb County Board of Commissioners. Cobb County, Georgia  
Contractor: Kronos Incorporated  
Project: Bid # 18-6390, Workforce Management Systems and Related Products, Services and Solutions

Current Contract Term: March 18, 2022 to March 17, 2023

This action provides written notice to renew the current contract dated March 18, 2019, for Sealed Bid #18-6390, in accordance with the terms contained therein. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his/her agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope.

**Contract Extension**

The County exercises its option to extend the current contract for an additional one-year period. The effective date of the contract extension will commence on March 18, 2023 and end on March 17, 2024.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

**OWNER**

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Georgia 30090

Signed: [Signature]  
Title: Lisa N. Cupid, Chairwoman, Cobb County Board of Commissioners

Date: 2/13/23



**CONTRACTOR**

Kronos Incorporated  
900 Chelmsford Street  
Lowell, MA 01851

Signed: [Signature]  
Title: Director of Contracts & Procurement - Public Sector

Date: 02/06/2023

Approved As To Form:

[Signature]  
COBB COUNTY ATTORNEY'S OFFICE

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS

12/12/19

CONTRACT AMENDMENT #5  
Sealed Bid # 18-6390  
Contract #18221

Date of Amendment: February 6, 2023

Owner: Cobb County Board of Commissioners. Cobb County, Georgia  
Contractor: Kronos SaaShr, Inc.  
Project: Bid # 18-6390, Workforce Management Systems and Related Products, Services and Solutions

Current Contract Term: March 18, 2022 to March 17, 2023

This action provides written notice to renew the current contract dated March 18, 2019, for Sealed Bid #18-6390, in accordance with the terms contained therein. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his/her agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope.

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OWNER

Cobb County Board of Commissioners  
100 Cherokee Street  
Marietta, Georgia 30090

Signed: [Signature]  
Title: Lisa N. Cupid, Chairwoman, Cobb County Board of Commissioners

Date: 2/13/23



CONTRACTOR

Kronos SaaShr, Inc.  
3040 Route 22 West, Suite 200  
Branchburg, NJ 08876

Signed: [Signature]  
Title: Director of Contracts & Procurement - Public Sector

Date: 2/6/2023

Approved As To Form:

[Signature]  
COBB COUNTY ATTORNEY'S OFFICE

**APPROVED**  
PER MINUTES OF  
COBB COUNTY  
BOARD OF COMMISSIONERS

12/12/19



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR/ PUBLIC SERVICES & INFRASTRUCTURE

DATE: MAY 2, 2023

SUBJECT: **APPROVAL OF PLANS & SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO LEGION CONTRACTORS, INC., FOR THE PARQUE DEL ARROYO VERDE RENOVATION PROJECT, CITY PROJECT NO. 7902**

FISCAL  
IMPACT: EXPENSE: \$2,667,956.64 TOTAL CONSTRUCTION COST  
\$2,286,378.76 CONSTRUCTION CONTRACT AMOUNT  
\$ 228,637.88 CONSTRUCTION CONTINGENCY AMOUNT  
\$ 152,940.00 CONSTRUCTION MANAGEMENT/INSPECTION COSTS

BUDGET: \$2,670,236.80 FY 2022-23 CIP BUDGET  
\$1,316,859.76 PARK & REC IMPACT FEE (637902-6760)  
\$ 828,060.77 MEASURE U (797902-6760)  
\$ 525,316.27 CITY QUIMBY IN-LIEU FEE (697902-6760)

### **SUMMARY:**

On September 12, 2019, the City issued and publicly advertised a Request for Proposal ("RFP") for professional landscape architecture design services for the Parque Del Arroyo Verde Renovation Project No. 7902 (the "Project"). The Project will provide new playground equipment and expanded play areas, new park furnishings and security lighting, shade structures for play, and picnic areas. It will also remove and replace broken concrete sidewalk panels and provide Americans with Disabilities Act (ADA) accessibility improvements to ensure the park and playgrounds are fully accessible and provide minor cosmetic improvements to the restroom building.

Staff received eight (8) proposals, and after a thorough review selected David Volz Design ("DVD"), based upon their response to the requirements of the RFP, their qualifications, and their experience in designing park and playground improvements. At the December 3, 2019 meeting, the City Council approved a Professional Services Agreement with DVD to complete design services for the renovation project.

The agreement with DVD was to provide the City with engineered construction plans, technical specifications, and cost estimates in addition to construction support services. DVD was to

**3.a.**  
**May 2, 2023**

prepare park renovation conceptual plans based upon Staff and Council's input for review and consideration by the Parks, Arts, and Recreation Commission (PARC). The City Council approved the design concept at the July 6, 2021. Following the design approval Staff solicited an RFP for the construction of the project.

The City solicited competitive bids on February 1, 2023 for renovating Parque Del Arroyo Verde. On March 6, 2023, Staff received a total of eight (8) bids for this project. The scope of this project entails rehabilitation of the parking lot, a new ADA ramp, new concrete pedestrian and vehicular paths, new playground equipment, amenities, irrigation, lighting, and landscaping. The lowest bid in the amount of \$2,286,378.76 was received from Legion Contractors, Inc. Staff conducted a thorough review of their bid and their references. Their bid was found to be the lowest responsive and responsible bid. Staff recommends that the City Council award a construction contract to Legion Contractors, Inc., in the amount of \$2,286,378.76. In addition to the construction cost, a ten percent (10%) construction contingency amount of \$228,637.88 is being included to cover the cost of any unforeseen conditions that might be found during construction. The total construction contract cost including contingency amount is \$2,515,016.64.

**RECOMMENDATION:**

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

1. Approve the Engineering Plans and Specifications prepared by David Volz Design for the Parque Del Arroyo Verde Renovation Project, City Project No. 7902; and
2. Approve a Public Works Agreement with Legion Contractors, Inc., for the Parque Del Arroyo Verde Renovation Project in the amount of \$2,286,378.76; and
3. Reject all other bids received and authorize the return of the bid bonds; and
4. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$228,637.88, for a total construction contract not-to-exceed amount of \$2,515,016.64; and
5. Approve Resolution No. R-2023-29, 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
6. Authorize the City Administrator and/or his designee to execute all 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 Implement Public Infrastructure to Meet Community Needs, under Objective #5.2, which is working to complete the Placentia Parks Initiative Plan.

**DISCUSSION:**

The POSUG Master Plan was completed in November 2019 and approved by the City Council at the December 3, 2019 meeting to be utilized as a guide for future Capital Improvement Program (CIP) Projects to be incorporated into the City’s CIP plan and to allocate potential funding sources as available through the City’s annual budgetary process. This Master Plan was the basis for the creation of the Placentia Parks Initiative (PPI); a citywide initiative which is aimed establishing a multi-million-dollar significant capital investment into the City’s parks and open spaces by improving and renovating aging park infrastructure and amenities over the course of the next two (2) fiscal years.

To prepare the PPI, the City established a working group of City Council Members, City Administrator, Deputy City Administrator, Community Services Director, Public Works Superintendent and Staff from the Community Services and Police Departments to conduct a comprehensive review of the City’s parks and open spaces. This exercise culminated in Staff developing a comprehensive draft Parks CIP plan along with PPI goals and objectives. The PPI was approved by the City Council at the May 18, 2021 meeting.

Although the design work of the renovation of Parque del Arroyo Verde Park began prior to the PPI, the park renovation project is part of the City-wide Placentia Park Initiative Plan. The design concepts provided by David Volz Design (DVD) for the renovation of the Parque Del Arroyo Verde project were approved by the City Council at the July 6, 2021 meeting. After the design concepts were approved, the second phase of the project began, and DVD started to work on the construction documents and engineering plans.

The City Council allocated funds in the FY 22-23 CIP Budget to construct much needed improvements to Parque Del Arroyo Verde. The scope of this project entails furnishing all labor, materials, tools, equipment, appurtenances, and incidentals for rehabilitation of the parking lot, a new ADA ramp, new concrete pedestrian and vehicular paths, new playground equipment, amenities, irrigation, lighting and landscaping and all items included within the plans and specifications.

On March 6, 2023, the City received eight (8) bids from contractors to construct the project. The following table provides the total bid amounts received from each contractor:

<b>Contractor</b>	<b>Bid Amount</b>
Legion Contractors, Inc.	\$2,286,378.76
Klassic Engineering and Construction	\$2,343,191.30
KASA Construction Inc.	\$2,379,688.90
Urban Habitat	\$2,437,057.91
Environmental Construction, Inc.	\$2,574,592.20
RT Contractor Corp	\$2,588,890.62
PUB Construction, Inc.	\$3,124,709.18
Los Angeles Engineering, Inc.	\$3,308,308.00

After a review of the bids, it was determined that Legion Contractors, Inc. submitted the lowest responsible bid. Staff reviewed and analyzed their bid proposal, and it was found to be responsive and valid. Based upon Legion Contractor's Inc's. reference check and submitted bid, Staff recommends awarding a construction contract to Legion Contractors, Inc., for the Parque Del Arroyo Verde Renovation Project.

Initially, the project was advertised to have 60 working days to complete. Before bids were closed, an Addendum was issued to increase this time to 135 working days. The additional days were added to allow for long lead-times in ordering certain items within the project. Therefore, once the City Council approves the award of the contract, Staff will issue the first notice to proceed to allow the Contractor to order those items. A second notice to proceed will be issued when the material has arrived, and we are ready to start the construction.

On May 18, 2021, the City Council approved a bench list of professional consultants to provide on-call construction management and inspection services for the City's Capital Improvement Program. In utilizing this bench list, Staff would like to initiate a task order to PPM Group Inc for full-time inspection and part-time construction management services.

**FISCAL IMPACT:**

The total construction cost for the Parque Del Arroyo Verde Renovation Project amounts to \$2,668,000.00. This cost consists of the bid amount submitted by Legion Contractors, Inc., in the amount of \$2,286,378.76, a construction contingency in the amount of \$228,637.88, and a Construction Management/Inspection contract with PPM Group Inc. in the amount of \$152,940.

A total of \$2,590,236.80 is currently available in the FY 2022-23 Capital Improvement Program for this project. Resolution No. R-2023-29 (Attachment 2) is recommended for approval to appropriate additional funds from existing Measure U Fund Balance and existing CIP funds towards the cost of this project. This Resolution is presented for the City Council's consideration to amend the FY 2022-23 CIP Budget by allocating \$80,000 in unallocated Measure U Funds. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:



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Masoud Sepahi, P.E.  
City Engineer

Reviewed and approved:



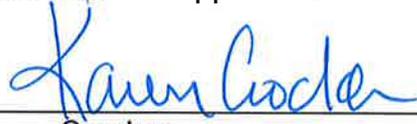
Jennifer Lampman  
Director of Finance

Reviewed and approved:



Luis Estevez  
Deputy City Administrator

Reviewed and approved:



Karen Crocker  
Director of Community Services

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachments:

1. Public Works Agreement with Legion Contractors, Inc.
2. Budget Amendment Resolution No. R-2023-29

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR  
PARQUE DEL ARROYO VERDE RENOVATION PROJECT  
CITY PROJECT NO. 7902**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 2nd day of May, 2023 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and LEGION CONTRACTOR'S INC. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of park improvements that comply with all latest ADA accessibility requirements as set forth more fully in this Agreement.

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

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

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

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

**1.0 DEFINITIONS**

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

- (a) Contractor. Contractor shall mean LEGION CONTRACTOR'S INC. a California corporation located at 18008 Sky Park Circle, Suite 290, Irvine, CA 92614.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth

in Section 5.2.

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

## **2.0 SERVICES OF CONTRACTOR**

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

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

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

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

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, including the requirement that the facilities being constructed must comply with all applicable accessibility requirements, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services

under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified,

neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

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

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

### **3.0 COMPENSATION**

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of two million two hundred eighty-six thousand three hundred seventy-eight dollars and seventy-six cents (\$2,286,378.76) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the

contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

#### **4.0 PERFORMANCE SCHEDULE**

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than May 2nd, 2024, unless the parties mutually agree in writing to extend the term.

#### **5.0 COORDINATION OF WORK**

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

Legion Contractors, Inc.  
Attn: Amir Movafegh, President  
18008 Sky Park Circle, Suite 290  
Irvine, CA 92614

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder.

For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## 6.0 INSURANCE, INDEMNIFICATION AND BONDS

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

### **Conditions:**

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

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

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

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

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

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

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

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

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

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

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

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during

the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

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

## **7.0 RECORDS AND REPORTS**

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

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may

retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

## **8.0 GENERAL PROVISIONS**

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to

bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia  
401 E. Chapman Ave  
Placentia, California 92870  
Attn.: Masoud Sepahi, City Engineer

To Contractor: Legion Contractors, Inc.  
Attn: Amir Movafegh, President  
70 Dorman Avenue, Suite 3  
San Francisco, CA 94124

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

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

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

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

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

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

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

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

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

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

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

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

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

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

Project No. 7902

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

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

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

ATTEST:

CITY OF PLACENTIA,  
A municipal corporation and Charter City

\_\_\_\_\_  
City Administrator

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

ATTEST:

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

APPROVED AS TO FORM:

CONTRACTOR

\_\_\_\_\_  
Signature

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

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

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

Project No. 7902

\_\_\_\_\_  
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

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

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

**LABOR AND MATERIAL PAYMENT BOND  
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, \_\_\_\_\_, as Principal, has entered into a contract dated \_\_\_\_\_, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: \_\_\_\_\_ and all appurtenant work in accordance with PROJECT NO. \_\_\_\_\_, which requires Principal to file this bond to secure claims made in relation to the project.

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

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

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

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

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

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

IN WITNESS THEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Corporate Seal)

\_\_\_\_\_  
**Principal**

By \_\_\_\_\_

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
**Principal**

By \_\_\_\_\_

\_\_\_\_\_  
Title

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

\_\_\_\_\_

**SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

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

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Business Address:

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Telephone Number: \_\_\_\_\_

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

Print Name: \_\_\_\_\_  
Principal

Signature: \_\_\_\_\_  
Title

(Use of City form  
is required)

**TAX IDENTIFICATION NUMBER**

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

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

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

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

Exempt: Yes\_\_\_No\_\_\_ Telephone ( ) \_\_\_\_\_

CORPORATION: \_\_\_\_\_

U.S.A. OR ANY AGENCIES THEREOF: \_\_\_\_\_

IRS CODE #501 TAX-EXEMPT ORGANIZATION: \_\_\_\_\_

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: \_\_\_\_\_

SOLE PROPRIETOR: \_\_\_\_\_

A PARTNERSHIP: \_\_\_\_\_

OTHER: \_\_\_\_\_(Explain)

Signature/Title: \_\_\_\_\_ Date: \_\_\_\_\_



**BID GUARANTEE**

TO THE CITY OF PLACENTIA  
PROJECT NO. \_\_\_\_\_

As a material inducement to the City to award the contract for Project No. 7902  
to

\_\_\_\_\_, the undersigned (“Guarantor”) has agreed to enter  
into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest  
extent allowed by law the following work included in this project:  
 (“the work”).

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City’s sole election: 1) reimburse the City, upon written demand, for all of the City’s expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor’s failure or refusal.

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

Contractor: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

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**CITY OF PLACENTIA  
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: That,

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

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

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

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

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

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

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

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

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rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

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

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

(Seal)

SURETY

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS

(Seal)

PRINCIPAL

By X \_\_\_\_\_  
X \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS

APPROVED:  
required from all

Two (2) Notarized Signatures  
Corporations.

\_\_\_\_\_  
CITY ATTORNEY

INSTRUCTIONS

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

**CITY OF PLACENTIA  
PERFORMANCE BOND  
Special requirements for construction/deconstruction waste  
CITY OF PLACENTIA MUNICIPAL CODE SECTION: 8.04.390**

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has issued to \_\_\_\_\_, a California corporation (hereinafter "Principal"), a permit, dated \_\_\_\_\_, 20\_\_ ("Agreement") whereby Principal agreed to comply with the City's Municipal Code Section 8.04.390 for including \_\_\_\_\_;

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

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

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

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

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

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

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

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

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

(Seal)	(Seal)
SURETY	PRINCIPAL
By _____	By X _____

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS

X \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ADDRESS

APPROVED:

Two (2) Notarized Signatures required from all Corporations.

\_\_\_\_\_  
CITY ATTORNEY

INSTRUCTIONS

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

**STATEMENT OF NON-COLLUSION BY CONTRACTOR**

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On \_\_\_\_\_ at \_\_\_\_\_ California.

Firm \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Street \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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## **EXHIBIT A**

### **SCOPE OF SERVICES**

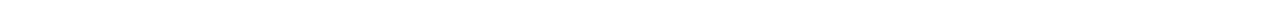
The project includes providing all labor, materials, equipment, tools and incidentals as required to install park improvements, including ADA accessibility, as required by the Plans, Specifications and Contract Documents. The scope of work includes removal of existing sidewalk and other existing conditions throughout the park to allow construction of park improvements including, but not limited to, park parking lot pavement reconstruction, curb ramps, truncated domes, vehicular and pedestrian paths, drainage, curbs, relocation of existing signs and posts, pavement striping and markings, installation of playground equipment, bocce ball court and shade structure, site furnishings, landscaping, irrigation and electrical systems, and all items not mentioned but included in the plans and specifications. All work must be performed in accordance with the approved plans and specifications for this project.

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## **EXHIBIT B**

### **SCHEDULE OF PERFORMANCE**

All work must be complete within One Hundred Thirty-Five (135) work days from the issuance of the Notice to Proceed.



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

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

A. Workers Compensation & Employers Liability Insurance

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

B. General Liability Insurance

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

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

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

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

- 2.
3. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
4. Properly completed Certificate of Insurance; and
5. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

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

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
  - Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
  - Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the
-

insurance or is named as a party in any action involving CITY.

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

E. Surety Bonds

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

F. Standards for Insurance Companies

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

G. Documentation

- The Certificate of Insurance shall include the following reference: Parque del Arroyo Verde Renovation Project – City Project No. 7902
  - The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
  - Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
  - Current Evidence of Coverage shall be provided for the entire required period of insurance.
  - Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.
-

**EXHIBIT D**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2023

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURED 497-082-8 LEGION CONTRACTORS, INC. 18008 SKY PARK CIR STE 290 IRVINE, CA 92614-6431	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 24

REVISION NUMBER: 0

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			6155593	05/12/2022	05/12/2023	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input checked="" type="checkbox"/> BUSINESS OWNER'S LIABILITY	Y	N				MED EXP (Any one person)	
	GEN L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS & COMP/OP ACC	\$2,000,000
A	AUTOMOBILE LIABILITY			6155594	05/12/2022	05/12/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	N	N				BODILY INJURY (Per Accident)	
	<input type="checkbox"/> HIRED AUTOS OWNLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			6155595	05/12/2022	05/12/2023	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	N	N				AGGREGATE	\$2,000,000
	DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE	OTHER
							E.L EACH ACCIDENT	
							E.L DISEASE EA EMPLOYEE	
							E.L DISEASE POLICY LIMIT	
A	POLLUTION LIABILITY	N	N	1814037	05/12/2022	05/12/2023	EA POLL INCIDENT	\$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)

SEE ATTACHED PAGE

## CERTIFICATE HOLDER

 497-082-8  
 CITY OF PLACENTIA  
 401 E CHAPMAN AVE  
 PLACENTIA, CA 92870-6101

24 0

## 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



**ADDITIONAL REMARKS SCHEDULE**

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED LEGION CONTRACTORS, INC. 18008 SKY PARK CIR STE 290 IRVINE, CA 92614-6431
POLICY NUMBER SEE CERTIFICATE # 24.0		
CARRIER SEE CERTIFICATE # 24.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 24.0

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

CITY PROJECT #7902  
 PARQUE DEL ARROYO VERDE RENOVATION PROJECT  
 ADDITIONAL INSURED ALSO INCLUDE THE CITY OF PLACENTIA, ITS OFFICERS, EMPLOYEES, REPRESENTATIVES, ATTORNEYS, AND VOLUNTEERS  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESSOMNERS LIABILITY.

**FEDERATED INSURANCE COMPANIES**

**THIS ENDORSEMENT MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED BY CONTRACT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

**A. Paragraph C. Who Is An Insured** is amended to include as an additional insured any person or organization, other than a joint venture, for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

This additional insurance does not apply to:

1. An employee, association of employees or labor union, except with respect to work performed by or for you for such employee, association of employees or labor union under direct contract between you as contractor and such employee, association of employees or labor union as owners;
2. Any railroad company except with respect to work performed by or for you for such railroad company under direct contract or agreement between you and such railroad company;
3. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of or the failure in preparation or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, specifications or the performance of any other professional services by such person or organization; or
4. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.

**B.** The Coverage extended to any additional insured by this endorsement is limited to, and subject to, all terms, conditions, and exclusions of the coverage form to which this endorsement is attached.

In addition, Coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

**C.** In the event that the Limits of Insurance shown in the Declarations exceeds the limits of liability required in a written contract or written agreement for an additional insured, the insurance provided to the additional insured shall be limited to the limits of liability required by that written contract or written agreement.

**D. Additional Exclusions**

The insurance afforded to any person or organization as an insured under this endorsement does not apply:

1. To "bodily injury", "property damage" or "personal and advertising injury" which occurs prior to the date of your contract with such person or organization;
2. To "bodily injury" or "property damage" included within the "products - completed operations hazard"; or
3. To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2022

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

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

<b>PRODUCER</b> Primary Source Insurance Agency Inc 121 E Park Square  Cwatonna MN 55080		<b>CONTACT NAME:</b> Adele Stelter <b>PHONE (A/C, No, Ext):</b> (800) 760-2609 <b>FAX (A/C, No):</b> (877) 448-4631 <b>E-MAIL ADDRESS:</b> AMStelter@fedins.com	
<b>INSURED</b> Legion Contractors Inc 70 Dorman Ave Ste 3  San Francisco CA 94124-1809		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Comp Ins Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 22-23 WC

REVISION NUMBER:

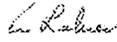
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDITIONAL	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <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 (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y/N	9264599-22	11/21/2022	11/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

BLANKET WAIVER OF SUBROGATION APPLIES TO THE WORK COMP POLICY.

**CERTIFICATE HOLDER****CANCELLATION**

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

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ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

**BROKER COPY**

9264599-22  
RENEWAL  
NF  
8-55-97-01  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE NOVEMBER 21, 2022 AT 12.01 A.M.  
AND EXPIRING NOVEMBER 21, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

LEGION CONTRACTORS INC  
70 DORMAN AVE STE #3  
SAN FRANCISCO, CA 94124

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: **NOVEMBER 22, 2022**

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

## EXHIBIT E

### CLAIMS PROCEDURE

#### SUMMARY OF PUBLIC CONTRACT CODE § 9204

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

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

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

#### Initial Review

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

#### Meet & Confer

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

#### Mediation

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

#### Miscellaneous Provisions

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

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# SECTION C

## PROPOSAL

for the

### PARQUE DEL ARROYO VERDE RENOVATION PROJECT CITY PROJECT NO. 7902

in the

### CITY OF PLACENTIA

#### **TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF PLACENTIA:**

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the Scope of Work as described on the Bid Documents and depicted in Appendix I. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **Sixty (60)** working days, starting from the date mentioned in the Notice to Proceed or liquidated damages of \$500 per workday will be applied.

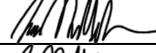
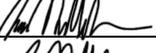
BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. **THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT.** It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find Bidder's Bond in the amount of \$10% of Total Bid which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	02/15/2023	
2	02/22/2023	
3	02/27/2023	
4	02/28/2023	

**PARQUE DEL ARROYO VERDE RENOVATION PROJECT  
CITY PROJECT NO. 7902**

**BID SCHEDULE**

<b>ITEM NO.</b>	<b>ITEMS DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
1.	Mobilization (not to exceed 5% of total bid)	1	LS	\$ 95,000	\$ 95,000
2.	Traffic Control & Public Safety	1	LS	\$ 5,000	\$ 5,000
3.	Best Management Practices	1	LS	\$ 25,000	\$ 25,000
4.	Clearing & Grubbing	1	LS	\$ 80,000	\$ 80,000
5.	Demolition & Removals	1	LS	\$ 40,000	\$ 40,000
6.	Earthwork & Grading	1	LS	\$ 90,000	\$ 90,000
7.	Survey Markers, Monument Preservation and Restoration & Construction Staking	1	LS	\$ 20,000	\$ 20,000
8.	Sawcut, Remove Existing & Construct AC Paving	240	SF	\$ 20	\$ 4,800
9.	Pavement 2" Grind and Construct 2" AC Overlay	8,600	SF	\$ 5	\$ 43,000
10.	Construct PCC Curb Ramp	1	EA	\$ 4,000	\$ 4,000
11.	Install ¾" Diameter Type K Copper Water Service Line	50	LF	\$ 100	\$ 5,000
12.	Install 6" Diameter PVC Schedule 80 Drain Line	1,200	LF	\$ 12	\$ 14,400
13.	Install 2" Diameter PVC Schedule 80 Drinking Fountain Drain Line	60	LF	\$ 10	\$ 600
14.	Install 3" Diameter PVC Schedule 40 Bocce Court Drain Line	60	LF	\$ 10	\$ 600
15.	Install Drain Inlet / Catch Basin	18	EA	\$ 3,000	\$ 54,000
16.	Install Atrium Drain Inlet	8	EA	\$ 500	\$ 4,000
17.	Install Sump Drain	3	EA	\$ 1,500	\$ 4,500
18.	Remove and Replace Accessible Stall Signs	2	EA	\$ 500	\$ 1,000
19.	Signing, Striping, Marking and Pavement Legends	1	LS	\$ 3,500	\$ 3,500
20.	Temporary Construction Fencing	1	LS	\$ 12,000	\$ 12,000
21.	Concrete Flatwork (4" Thick) Pedestrian	12,860	SF	\$ 17	\$ 218,620
22.	Concrete Flatwork (6" Thick) Vehicular	9,320	SF	\$ 20	\$ 186,400
23.	Stabilized Decomposed Granite (3" Thick)	2,064	SF	\$ 2.50	\$ 5,160
24.	Bocce Ball Court Decomposed Granite and Oyster Flour Mix w/Filter Fabric & Drainage	1	LS	\$ 9,000	\$ 9,000

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
25.	Concrete Header (8" Wide)	413	LF	\$ 30	\$ 12,390
26.	Concrete Curb (12" Wide) at Bocce Ball Court	210	LF	\$ 70	\$ 14,700
27.	Concrete Playground Curb (16" Wide) at Planter	346	LF	\$ 75	\$ 25,950
28.	Concrete Playground Curb (16" Wide) at Hardscape	392	LF	\$ 75	\$ 29,400
29.	Concrete Ramp at Playground	260	SF	\$ 15	\$ 3,900
30.	Engineered Wood Fiber (16" Depth)	430	CY	\$ 75	\$ 32,250
31.	Kompan Round About Supernova	1	LS	\$ 16,000	\$ 16,000
32.	Playground Safety Inspection Report	1	LS	\$ 2,500	\$ 2,500
33.	Restroom Improvements (Allowance of \$20,000)	1	LS	\$ 20,000	\$ 20,000
34.	Shade Structure Pergola (37'-6" x 37'-6")	1	LS	\$ 335,000	\$ 335,000
35.	6' Bench	14	EA	\$ 2,800	\$ 39,200
36.	6" Diameter Removable Pipe Bollard w/Lock and In-Ground Base Plate	2	EA	\$ 1,500	\$ 3,000
37.	58" Picnic Rectangular Table	16	EA	\$ 1,800	\$ 28,800
38.	68" ADA Picnic Rectangular Table	9	EA	\$ 1,800	\$ 16,200
39.	Double Waste Receptacle	17	EA	\$ 2,800	\$ 47,600
40.	Precast Ping Pong Table	1	EA	\$ 24,000	\$ 24,000
41.	Bike Rack	6	EA	\$ 1,000	\$ 6,000
42.	ADA Drinking Fountain w/Bottle Filler	1	EA	\$ 8,500	\$ 8,500
43.	Hot Ash Receptacle	2	EA	\$ 2,500	\$ 5,000
44.	BBQ	2	EA	\$ 2,500	\$ 5,000
45.	6" Diameter Pipe Permanent Bollard	1	EA	\$ 3,000	\$ 3,000
46.	Soil Preparation and Fine Grading	90,678	SF	\$ 0.30	\$ 27,203.40
47.	Weed Abatement	90,678	SF	\$ 0.02	\$ 1,813.56
48.	Relocating Existing Boulders	5	EA	\$ 320	\$ 1,600
49.	Trees – 24" Box	29	EA	\$ 450	\$ 13,050
50.	Shrubs – 15 Gallon	58	EA	\$ 127	\$ 7,366
51.	Shrubs – 5 Gallon	128	EA	\$ 27	\$ 3,456
52.	Shrubs – 1 Gallon	1,116	EA	\$ 10	\$ 11,160
53.	Turf - Sod	82,359	SF	\$ 1.20	\$ 98,830.80

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
54.	Irrigation System	1	LS	\$ 207,000	\$ 207,000
55.	Wood Mulch (3" Layer)	77	CY	\$ 77	\$ 5,929
56.	Ninety (90) Day Maintenance	1	LS	\$ 10,000	\$ 10,000
57.	Electrical	1	LS	\$ 295,000	\$ 295,000

**TOTAL BID PRICE WRITTEN IN FIGURES:** \$ 2,286,378.76

**TOTAL BID PRICE WRITTEN IN WORDS:** \_\_\_\_\_

Two Million, Two Hundred Eighty-Six Thousand, Three Hundred Seventy-Eight Dollars and Seventy Six Cents

Through submission on PlanetBids, the bidder certifies that he/she has followed the bidder instructions, acknowledges the requirements set forth in this proposal form for bid submission, and has thoroughly checked the figures set forth in this proposal and inputted into PlanetBids, that they are correct to the best of his/her knowledge and constitute his/her proposal to perform all the work called out and implied throughout these contract documents.

**\*\*\*BID ITEMS TO BE INPUTTED ON-LINE VIA PLANETBIDS\*\*\***



NONCOLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California

ss.

County of Orange

Amir Movafegh, being first duly sworn, deposes and says that he or she is  
President of Legion Contractors, Inc. the party making the  
foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person,  
partnership, company, association, organization, or corporation; that the bid is genuine and not  
collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder  
to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or  
agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from  
bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,  
communication, or conference with anyone to fix the bid price, or that of any other bidder, or to  
secure any advantage against the public body awarding the contract of anyone interested in the  
proposed contract; that all statements contained in the bid are true; and, further, that the bidder has  
not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents  
thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any  
corporation, partnership, company association, organization, bid depository, or to any member or  
agent thereof to effectuate a collusive or sham bid.

Legion Contractors, Inc.

Name of Bidder



Signature of Bidder

Corporate: 70 Dorman Ave., Suite 3, San Francisco, CA 94124  
Local: 18008 Sky Park Cir., Suite 290, Irvine, CA 92614

Address of Bidder

Subscribed and sworn to before me this 6th day of March, 2023.

NOTARY PUBLIC \_\_\_\_\_

**SEE  
ATTACHED**

NOTARY SEAL

# JURAT

A notary public or other officer completes this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on  
this 6<sup>th</sup> day of March, 2023,  
by Amir Morafegh

proved to me on the basis of satisfactory evidence to be the person(s) who  
appeared before me.

Signature



(Seal)

# UTILITY AGREEMENT

## HONORABLE MAYOR AND CITY COUNCIL CITY OF PLACENTIA, CALIFORNIA

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as PARQUE DEL ARROYO VERDE RENOVATION PROJECT, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

**"Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Legion Contractors, Inc.

\_\_\_\_\_  
Contractor



\_\_\_\_\_  
By Amir Movafegh

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

Date: 03/06/2023



# WORKERS COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Legion Contractors, Inc.

\_\_\_\_\_  
Contractor



\_\_\_\_\_  
By Amir Movafegh

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

Date: 03/06/2023

**UNDERGROUND SERVICE ALERT  
IDENTIFICATION NUMBER**

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

***Dig Alert Identification Number:*** \_\_\_\_\_

\_\_\_\_\_  
Legion Contractors, Inc.

Contractor



By Amir Movafegh

\_\_\_\_\_  
President

Title

Date: 03/06/2023

**Note:** *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request.*

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Legion Contractors, Inc.  
Bidder's Name

70 Dorman Ave., Suite 3  
Business Address

San Francisco California 94124  
City State Zip

( 415 ) 655-3535  
Telephone Number

Amir Movafegh  
Contact Name

1000543172  
Contractor's DIR Public Works Registration Number

1061257 Classes A, B, C15, C36, C61/D12, C61/034  
State Contractor's License No. and Class

12/11/2019  
Original Date Issued

12/31/2023  
Expiration Date

The work site was inspected by Eric Borbely, Superintendent of our office on February 22, 2023.

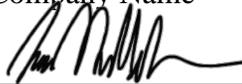
The following are persons, firms, and corporations having a principal interest in this proposal:

- Legion Contractors, Inc. - CA Corporation \_\_\_\_\_
- Amir Movafegh - President \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The undersigned is prepared to satisfy the Council of the City of PLACENTIA of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Legion Contractors, Inc.

Company Name



Signature of Bidder

Amir Movafegh, President

Printed or Typed Signature

Subscribed and sworn to before me this 6th day of March, 2023.

NOTARY PUBLIC

**SEE  
ATTACHED**

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. City of Huntington Beach - 1706 Orange Ave., Huntington Beach, CA

Name and Address of Public Agency

Name and Telephone No. of Project Manager: Brian Polivka - (714) 536-5525

<u>\$2,738,000</u>	<u>Park Renovation</u>	<u>December 2022</u>
Contract Amount	Type of Work	Date Completed

2. City of Long Beach & Camp Fire Angeles - 6525 DeForest Ave., Long Beach, CA

Name and Address of Public Agency

Name and Telephone No. of Project Manager: Danny Kaye - (310) 351-0138

<u>\$744,000</u>	<u>Park Renovation</u>	<u>January 2023</u>
Contract Amount	Type of Work	Date Completed

3. San Jose Unified School District - 855 Lenzen Avenue, San Jose, CA

Name and Address of Public Agency

Name and Telephone No. of Project Manager: Mohammed Mhanna - (707) 438-3790

<u>\$1,263,000</u>	<u>Site &amp; Playground Renovation</u>	<u>February 2022</u>
Contract Amount	Type of Work	Date Completed

# JURAT

A notary public or other officer completes this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on  
this 6<sup>th</sup> day of March, 2023,  
by Amir Morafegh

proved to me on the basis of satisfactory evidence to be the person(s) who  
appeared before me.

Signature



(Seal)

## RESPONSIBLE BIDDER – SUPPLEMENTAL QUESTIONNAIRE

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

5 Years

2. What is your firm's Average Gross Revenue for the last three years?

\$ 4,285,000

3. Is your firm currently the debtor in a bankruptcy case?

Yes  No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

---

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes  No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

---

Case Number	Bankruptcy Court	Date Filed
-------------	------------------	------------

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes  No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes  No

7. Has your firm ever defaulted on a construction contract?

Yes  No

If "yes," explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes                       No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes                       No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

10. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

Yes                       No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

11. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

Yes                       No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

12. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes                       No

13. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

14. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes  No

15. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes  No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

16. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes  No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

2 %

18. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

Yes  No

19. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

**(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)**

Yes  No

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

20. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

Yes                       No

If “yes,” on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

21. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state’s** prevailing wage laws?

Yes                       No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

22. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes                       No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

**DESIGN ENGINEER MAY NOT BID ON  
CONSTRUCTION CONTRACT**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 6th day of March, 2023 at

Irvine, California .



\_\_\_\_\_  
Authorized Signature

President  
\_\_\_\_\_  
Position

Legion Contractors, Inc.  
\_\_\_\_\_  
Company

# NOTICE OF AFFIRMATIVE ACTION

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 6th day of March, 2023, at Irvine, California.



\_\_\_\_\_  
Authorized Signature

President  
\_\_\_\_\_  
Position

Legion Contractors, Inc.  
\_\_\_\_\_  
Company

**PARQUE DEL ARROYO VERDE RENOVATION PROJECT  
CITY PROJECT NO. 7902**

**BIDDER'S BOND**

(To Accompany Contract Proposal)

KNOW ALL MEN BY THESE PRESENTS,

That Legion Contractors, Inc., as PRINCIPAL, and Great Midwest Insurance Company, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of \$ Ten Percent Of The Total Amount Bid (10% Of Bid).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, said PRINCIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be opened through the electronic bid management system PlanetBids on March 2, 2023 for:

**PARQUE DEL ARROYO VERDE RENOVATION PROJECT  
CITY PROJECT NO. 7902/7001**

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

**PARQUE DEL ARROYO VERDE RENOVATION PROJECT  
CITY PROJECT NO. 7902**

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said SURETY shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

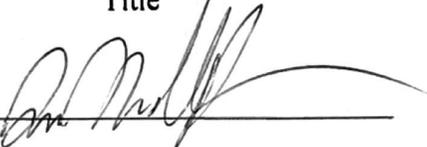
27th day of February 2023.

Legion Contractors, Inc.

PRINCIPAL

BY:   
\_\_\_\_\_  
President

Title

BY:   
\_\_\_\_\_

Secretary  
\_\_\_\_\_  
Title

(SEAL)

Great Midwest Insurance Company

SURETY

BY:   
\_\_\_\_\_  
Attorney-in-Fact

800 Gessner Road, Suite 600  
Houston TX 77024  
\_\_\_\_\_  
Address

(SEAL)

**Instructions:** If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or Vice President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Contractor is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. All bond signatures must be notarized. The standard printed bid bond form of any bonding company approved by the City pursuant to Item 7, "Insurance Policies and Bonds", in the Instructions to Bidders may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are in any way reduced by use of the surety company's standard printed form.

**BID BOND  
ACKNOWLEDGMENT OF SURETY**

STATE OF California )

SS

County of Orange )

On this 6<sup>th</sup> day of March, 2023, A.D.  
Amir Movafegh personally appeared before me a

Notary Public

(Notary Public, Judge or Other Officer)

in and for Orange County, State of California

known to me to be the President of the corporation  
that executed the foregoing instrument and, upon oath, did depose that he is the officer of said  
corporation as above designed; that he is acquainted with the seal of said corporate seal of said  
corporation; that the signatures to said instrument were made by officers of said corporation as  
indicated after said signatures; and that the said corporation executed the said instrument freely  
and voluntarily and for the uses and purposes therein mentioned.

**SEE  
ATTACHED**

(Notary Public, Judge or Other Officer)

# JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on  
this 6<sup>th</sup> day of March, 2023

by Amir Morafegh

proved to me on the basis of satisfactory evidence to be the person(s) who  
appeared before me.

Signature



(Seal)

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Randy Spohn, Matthew R. Dobyns, Hamilton Kenney, Ashley M. Spohn

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

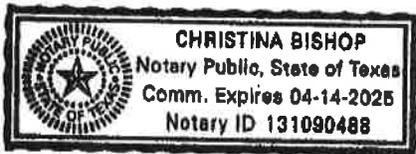


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 27th Day of February, 2023



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of ORANGE

On February 27th, 2023 before me, ERIKA G. MORGAN, NOTARY PUBLIC,

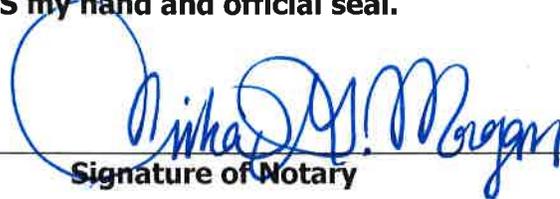
personally appeared RANDY SPOHN,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

  
Signature of Notary

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S)	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
<b>SIGNER IS REPRESENTING:</b>	_____
<b>NAME OF PERSON(S) OR ENTITY(IES)</b>	_____
_____	
_____	



# CITY OF PLACENTIA

## PARQUE DEL ARROYO VERDE RENOVATION PROJECT CITY PROJECT NO. 7902

DATE: February 15, 2023

### SUBJECT: Addendum # 1

This letter comprises Addendum No. 1 for the above project, request for construction bid, issued by the City of Placentia on February 1, 2023. Please take note of the items listed below which will have to be used in the preparation of your bid for this project. The following clarifications/changes are hereby issued:

### CLARIFICATIONS:

1. To Specifications, Section A, Notice Inviting Sealed Bids, Page A-2, Number 8 "Liquidated Damages" Last Sentence: Delete last sentence and replace with the following: Contractor shall have a total of **135 working days** to complete the project once issued a Notice to Proceed.
2. To Specifications, Section C, Proposal, Page C-1, First Paragraph, Last Sentence: Delete last sentence and replace with the following: The undersigned agrees to complete the work within **One Hundred Thirty-Five (135) working days**, starting from the date mentioned in the Notice to Proceed or liquidated damages of \$500 per workday will be applied.
3. To Specifications, Section A, Notice Inviting Sealed Bids, Page A-2, Add Number 10. **Mandatory Pre-Bid Meeting:** A mandatory pre-bid meeting will be held at the project site located at 1001 E. Palm Drive, Placentia, California 92870 on **Wednesday, February 22, 2023 at 9:00 a.m.** **Failure to attend the mandatory pre-bid meeting shall give cause to deem your bid as non-responsive.**
4. To Specifications, Section B, Instructions to Bidders, Page B-5, Number 20 "Questions to the Engineer", First Sentence: Delete first sentence and replace with the following: Any questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Engineer up to **Friday, February 24<sup>th</sup>, 2023** as specified in SECTION A.



# CITY OF PLACENTIA

## QUESTIONS:

- 1. Question:** Is this project subject to a PLA (Project Labor Agreement), a PSA (Project Stabilization Agreement), a CBA (Collective Bargaining Agreement), a CWA (Community Workforce Agreement), or anything of that nature? **Answer: No.**
- 2. Question:** Is this project subject to State Prevailing Wage Rates OR Federal Davis-Bacon Wage Rates? **Answer: Per the Specifications, this project is subject to State Prevailing Wage Rates.**  
<https://www.dir.ca.gov/OPRL/2022-2/PWD/index.htm>
- 3. Question:** Is a hard copy of Bidder's Bond required to be submitted to the City's office by/before the bid due date and time? **Answer: A hard copy is not required to be submitted to the City's office by/before the bid due date and time, but it must be received no later than 5 business days after the bid opening date.**
- 4. Question:** Considering the projected Estimated value and the trades in the project, please confirm that the project duration is 60 working days. **Answer: See Addendum #1 Clarifications for revised number of working days.**
- 5. Question:** We would like to gain access to the electrical room and existing panels within the park's restroom. Will there be a job walk and if so what date and time? **Answer: See Addendum #1 Clarifications for updated information on Mandatory Pre-Bid Meeting added.**
- 6. Question:** Please provide the Erosion Control Plan as mentioned in section 9-4.3 sheet E-24 of the specifications. **Answer: Contractor will need to prepare and submit an Erosion Control Plan as a submittal.**
- 7. Question:** Please confirm if the City or the General Contractor will be responsible for material/compaction/compression testing such as for soils and concrete. If the Contractor is responsible, please provide a list of owner approved testing companies. **Answer: All testing will be done per Greenbook and OC Public Works Standard Plans by the Contractor and must be performed by a State Certified Lab.**



## CITY OF PLACENTIA

Please sign the following page acknowledging Addendum No. 1 and include with your bid prior to submission. All other aspects of the plans and specifications not specifically mentioned in this addendum remain unchanged.

Sincerely,

Masoud Sepahi, P.E., City Engineer



# CITY OF PLACENTIA

## PARQUE DEL ARROYO VERDE RENOVATION PROJECT CITY PROJECT NO. 7902

DATE: February 15, 2023

**SUBJECT: Addendum # 1**

ADDENDUM ACKNOWLEDGMENT:

Firm Name: Legion Contractors, Inc.

Authorized Signature:   
Amir Movafegh, President

Date: 03/06/2023

Acknowledgment of Receipt of Addendum # 1 is required by signing.



# CITY OF PLACENTIA

## PARQUE DEL ARROYO VERDE RENOVATION PROJECT CITY PROJECT NO. 7902

DATE: February 22, 2023

### SUBJECT: Addendum # 2

This letter comprises Addendum No. 2 for the above project, request for construction bid, issued by the City of Placentia on February 1, 2023. Please take note of the items listed below which will have to be used in the preparation of your bid for this project. The following clarifications/changes are hereby issued:

### QUESTIONS:

- 1. Question:** Landscape Plans call for BOBSOD from specific source West Coast Turf. Source has been contacted and only sell this specific product in ARIZONA. BANDERA BERMUDA is a substitute with equal similarities. Can this be adjusted to Bandera Bermuda? **Answer: Bermuda (2 lbs per 1000 square feet) plus perennial rye (12 lbs per 1000 square feet) would be an approved alternative.**
- 2. Question:** Please provide direction as to which light standard footings will be flush grade or above grade as shown on sheet E2.1 details 2 and 4. No direction provided within bid documents. **Answer: The S1 and S2 (4) light fixtures are to be raised 2'-6" above grade as shown on detail 2 sheet E2.1. The S3A and S3B footings should be elevated 6" above finish grade w/ 1/2" radiused edge to protect the lights from the lawn maintenance equipment.**
- 3. Question:** Please provide the City's designated playground installers contact information so they can be solicited for the installation of the remainder of the playground equipment and additional furnishings. **Answer: Anna Goodson (760) 599-7355.**
- 4. Question:** Keynote SS2 on sheet LC.1 calls for painting of restroom. Are we to assume this item is associated with bid item 33 Restroom Improvement Allowance? If not please provide access to restroom and an additional line item on the bid form for this scope of work. **Answer: Access was provided at the Mandatory Pre-Bid Meeting and the cost is associated with Bid Item 33.**



## CITY OF PLACENTIA

5. **Question:** Keynote 11 and 12 sheet G.1/G.2 call out respective drain inlet/catch basins/atrium inlets detailed on sheet LD.1. These details do not exist. Please provide material specifications and associated installation details for these two items. **Answer: Details are 4 and 5 on LD.2.**
6. **Question:** Keynote 10 Sheets G.1/G.2 calls out for Sch 80 PVC drain pipe. Can you please confirm this item as the use of the Sch 80 material is cost prohibitive unless there is a specific reason the engineer has specified it in lieu of Sch 40 or SDR-35 drain pipe? **Answer: Sch 40 or SDR-35 would be acceptable.**
7. **Question:** Keynote 15 sheet G.1/G.2 calls for 2" Sch 40 PVC drain pipe for the drinking fountain although bid item 13 and section 9-4.12/Sheet E-30 of the specifications call out for Sch 80 PVC. Please confirm the type of pipe to be used for the drinking fountain drain line. **Answer: Sch 40 is acceptable.**
8. **Question:** Keynote 14 sheets G.1/G.2 call out for a 3/4" copper water line. No associated detail provided on sheet LD.1 as noted. Please provide missing installation detail. **Answer: Standard 3/4" type k copper water line. See detail 1 sheet LD.3.**
9. **Question:** Drinking fountain water line appears to connect to restroom building. Where in the building, at what depth, and to what size/material pipe does the proposed water line connect? **Answer: Type k copper water line at an 18" min. depth or as indicated by the City Engineer. Connection to be made through the plumbing chase from the rear or north side. A connect made thru side wall of the prefab building that drops below grade immediately outside the building's foundation would be acceptable.**
10. **Question:** Will the park remain open during construction? If so what are the protective measures needed to protect public safety? **Answer: No, the park will be closed during construction of this project.**
11. **Question:** Please provide access to the existing irrigation controller located within the restroom building as per note sheet LI.2 the Contractor is responsible for all repairs associated with the retrofitting of the existing controller. We would like to verify the amount of work required with this scope of work. **Answer: Access was granted at the Mandatory Pre-Bid Meeting.**



## CITY OF PLACENTIA

12. **Question:** Who will be responsible for removing the owners playground installers concrete footing spoils? If it is within our scope of work please provide an estimated quantity and or allowance for bidding purposes. **Answer: The Contractor shall coordinate with the equipment installer.**
13. **Question:** Engineered Wood Fiber Specification section 32 18 16 part 3 Section 3.02 F calls for wear mats to be installed under excessive wear areas as directed on plans. No callouts for wear mats can be found on plans and the majority of the equipment to be installed in an OFOI item. Please provide direction to supply and installation of wear mats. **Answer: Wear mats will not be necessary for the engineering wood fiber.**
14. **Question:** Can a subcontractor submit their estimate directly or only through a Prime Contractor? **Answer: No, only Prime Contractors completing more than 51% of the work are allowed to submit a bid. A Prime Contractor must list on their subcontractors in their bid.**
15. **Question:** When is the anticipated award date and anticipated Notice to Proceed date? **Answer: The anticipated award date is March 21 and anticipated Notice to Proceed date would likely be April 1.**
16. **Question:** Is the 90 day plant establishment period in addition to the 135 work day completion time? **Answer: No, see Section 1.04 in Specs Sheet E-153.**
17. **Question:** Will you please provide a bid item for the P6 Detectable Pavers with Curb per Detail 3/LD.2? **Answer: These items are part of Bid Item 10 – Construct PCC Curb Ramp.**

Please sign the following page acknowledging Addendum No. 2 and include with your bid prior to submission. All other aspects of the plans and specifications not specifically mentioned in this addendum remain unchanged.

Sincerely,

Masoud Sepahi, P.E., City Engineer



# CITY OF PLACENTIA

## PARQUE DEL ARROYO VERDE RENOVATION PROJECT CITY PROJECT NO. 7902

DATE: February 22, 2023

**SUBJECT: Addendum # 2**

ADDENDUM ACKNOWLEDGMENT:

Firm Name: Legion Contractors, Inc.

Authorized Signature:   
Amir Movafegh, President

Date: 03/06/2023

Acknowledgment of Receipt of Addendum # 2 is required by signing.



# CITY OF PLACENTIA

## PARQUE DEL ARROYO VERDE RENOVATION PROJECT CITY PROJECT NO. 7902

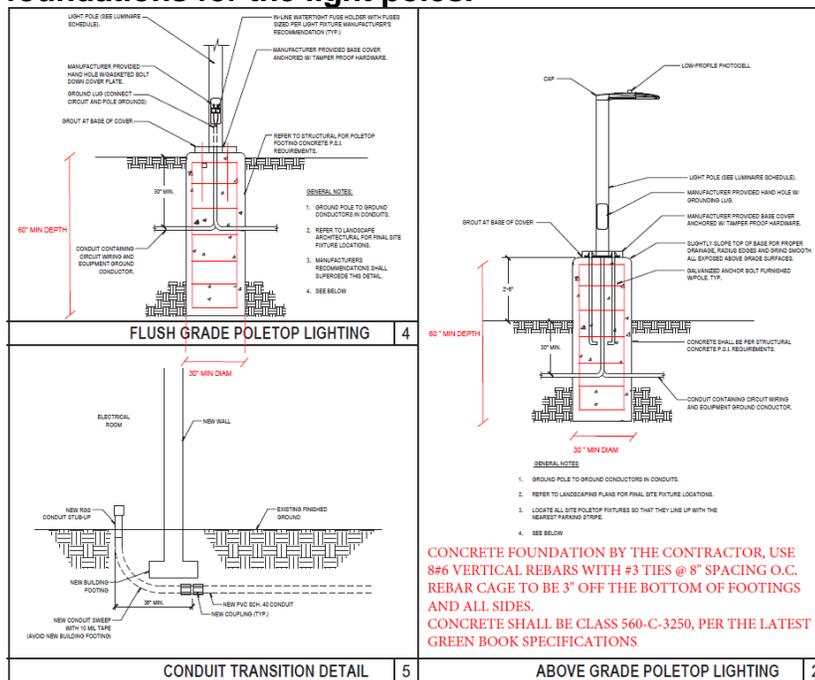
DATE: February 27, 2023

### SUBJECT: Addendum # 3

This letter comprises Addendum No. 3 for the above project, request for construction bid, issued by the City of Placentia on February 1, 2023. Please take note of the items listed below which will have to be used in the preparation of your bid for this project. The following clarifications/changes are hereby issued:

### QUESTIONS:

- 1. Question:** Please provide structural sheets/calculations for light post footings. No direction provided within bid documents other than reference to structural drawings. **Answer: Contractor is responsible for construction of the Light pole foundations only. Contractor is not responsible for providing any structural calculations for the light pole foundations. See below for the design of the footing provided by City staff. Please see the structural details for construction of two types of foundations for the light poles.**





## CITY OF PLACENTIA

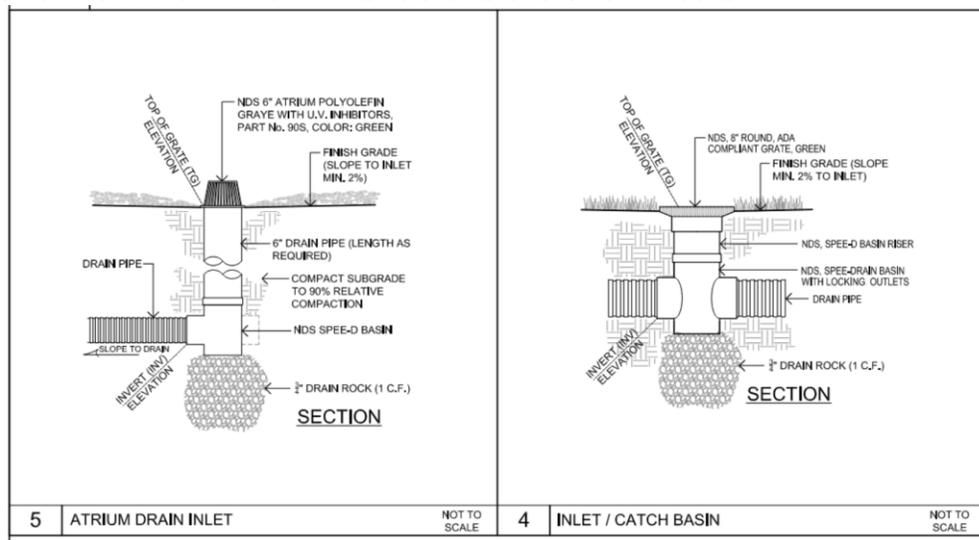
2. **Question:** The Poligon Shade Structure is noted as a deferred submittal. Please provide a footing detail and or allowance for bidding purposes. **Answer: As indicated on Sheet LD.3, the Poligon Shade Structure is for Reference Only and is to be used for preliminary planning and estimating only. The Contractor is to provide full shop drawings including details and structural calculations to the City for permitting and approvals. This is a lump sum bid item and includes all costs associated with the shade structure.**
  
3. **Question:** Drinking fountain drain line appears to connect to restroom building. Where in the building, at what depth, and to what size/material pipe does the proposed water line connect? **Answer: Contractor shall install and terminate the fountain drain line to the sewer line outside of the restroom building. There are no as-built drawings for the existing sewer lines, but for the estimating and bidding purposes, Contractors can assume the existing sewer line to be a 4" Diam. Clay pipe 5' outside of the restroom building. Contractors shall be required to install a clean-out at the connection junction, per the Building and Plumbing Code requirements.**
  
4. **Question:** Regarding the Vehicular 6" Concrete Flatwork, Detail 2/LD.1 does not call for Thickened Edges. Other details on sheets LD.1 and LD.2 show Thickened Edges at the joins to the Concrete Flatwork. Can you please clarify what portion of the Vehicular 6" Concrete Flatwork is to be installed with Thickened Edges? **Answer: Provide an 8" thickened edge along the perimeter per detail 4 sheet LD.1. Provide thickened edge at the transition (top of the ramp to walkway).**
  
5. **Question:** Can you please provide bid items for the Zip Line (PE1), Single Swing (PE2), and Climbing Structures (PE 4, 5, 6 and 7)? **Answer: All play components with the exception of the Kompan Round About Supernova have been purchased by the City and will be installed by the Manufacturer's installer.**
  
6. **Question:** On bid schedule number 31 it calls out for the Kompan Round About Supernova. I don't see a bid item for the rest of the play equipment. The Plans say Not Part of Contract. I just want to make sure that is the case. Please confirm that the rest of the Play Equipment is NIC. **Answer: All other play components have been purchased by the City and will be installed by the Manufacturer's installer. The Contractor shall be responsible for coordinating access and scheduling for the**



# CITY OF PLACENTIA

installation of the other components including grading, drainage and the placement of the woodchips.

7. **Question:** On plan sheet LC.1 Schedule 1.0 Hardscape and Paving Key P6 it calls out Detectable Pavers and zero Ht. Curb. Where on the bid schedule shall we put the cost for this item? I don't see a line item for the pavers or the zero Ht. curb and the 4" concrete base. Please clarify?  
**Answer: Refer to Addendum #2.**
8. **Question:** Can you please provide us with a detail for the Polygon Shade Structure footings for bid purpose? **Answer: Refer to #2 answer above.**
9. **Question:** Per Grading Plan sheet G., it calls out for construction note 9, 11, and 12 to see LD.1 for Details. These details are not on LD.1. Please provide us with details for these construction notes. **Answer: For Construction Note 9 - the Bocce Ball Court is shown as Detail 9 sheet LD.1. For Construction Notes 11 and 12 – the Drain Inlet/Catch Basin and the Atrium Drain Inlet details are shown below.**



10. **Question:** Landscape Plans Calls out for BOBSOD but is only sold for Arizona state not in California will there be a change in this material? Any substitute that is acceptable. **Answer: Refer to Addendum #1.**
11. **Question:** In Addendum 2, question 5, there are no details 4 and 5 on plan sheet LD.2, as your answer refers to. Can you please provide these details?  
**Answer: Refer to #9 answer above.**



# CITY OF PLACENTIA

12. **Question:** Addendum #2, Question 5. Please review and clarify. There is no details. Please specify. **Answer: Refer to #11 answer above.**
13. **Question:** Per Grading Plan sheet G., it calls out for construction note 9, 11, and 12 to see LD.1 for Details. These details are not on the plans and not on LD.1. Please provide us with details for these construction notes. **Answer: Refer to #9 answer above.**
14. **Question:** Can you please provide us with a detail for the Poligon Shade Structure footings for bid purposes? **Answer: Refer to #2 answer above.**
15. **Question:** Please clarify your answer in Addendum 2 question 16. I thought it was verbally stated at the pre-bid meeting that the 90-day plant establishment period was not a part of the 135 working day completion time. **Answer: To clarify, the 90-day plant establishment period IS NOT part of the 135 working day contract. It is part of the warranty period.**
16. **Question:** Please provide a basis for design for the Poligon Shade Shelter concrete footings for bidding purposes. No specification or direction provided as to PSI, size, or reinforcement. **Answer: Refer to #2 answer above.**
17. **Question:** Please provide the sign-in sheet for the mandatory pre-bid meeting. **Answer: Screenshots of the two sign-in sheets are included below.**

Parque Del Arroyo Verde Renovation Project  
 City Project No. 7902  
 Mandatory Pre-Bid Meeting  
 Wednesday, February 22, 2023 at 9:00 AM

Company	Name	Email	Phone
Los Angeles Engineering	Hiram Little	lbidse@laeng.net	626 458 5222
BALTAZAR Constr.	JAVIER V	Javier@baltazar-gcc.com	909 720 9586
Pub Construction, inc	K Chung	kchung@pubconstruction.com	909 455 0187
KASA Construction, Inc	Hector Zavala	hectorz@kasaconstruction.com	909-457-8260
Legion Contractors, Inc.	Eric Berkeley	estimating@legioncontractors.com	415-635-3335
Environmental Construction	Rod Mahjoob	estimating@envirocon.com	818 449 8920



# CITY OF PLACENTIA

## Parque Del Arroyo Verde Renovation Project

City Project No. 7902

Mandatory Pre-Bid Meeting

Wednesday, February 22, 2023 at 9:00 AM

Company	Name	Email	Phone
Davo Volz Design	Eric	esterling@dvolzdesign.com	714 501 8191
Centurion Consultants	Jeff Nelson	Jnelson@centurion-us.com	442 325 2826
RT Contractor Corp.	Richie Tran	estimating@rtcontractor.com	714.478.8421
Gentry Genral Engineering	Dean Bates	dean@gentrygenral.com	(905) 110-1128
URBAN HABITAT	Daniel James	daniel@myurbanhabitat.com	760-2222541
URBAN HABITAT	Mark Foster	mark@myurbanhabitat.com	28(951) 239-6780
Elegant Construction INC	Dan Badenjik	bidding@elegantcon.com	949 372 8303
Apollo Electric	Brendan Durkin	Brendan.Durkin@apollelect.com	(714) 256-8914

18. **Question:** Does the original bid bond need to be delivered before bid opening? **Answer: Refer to Addendum #1.**
19. **Question:** Please provide as-built/historical drawings for the restroom building so the POC to the domestic water for the drinking fountain can be correctly bid. No direction provided as to type of material or required ball valve to be connected to. **Answer: Include a 1" brass ball valve in the plumbing chase of the restroom building. Contractor shall review the existing potable water line to determine if a dielectric union is required. A backflow device may also be required per the code.**
20. **Question:** Addendum 2 RFI response #5 vague. Detail 4 and 5 on Sheet LD2 do not exist in provided bid documents. Please specify a manufacturer and model number for the associated drain assemblies and inlet grates. **Answer: Refer to #9 answer above.**
21. **Question:** The planting legend and sheet LP.3, note #13, mulch area is shown as 3" depth. The planting specifications shows 2" depth for mulch. Please clarify what to use for bidding purposes. **Answer: The specifications are correct. 2 inches is the minimum acceptable depth and will be required for substantial competition.**
22. **Question:** The irrigation specifications 3.06 valves – requires a ball valve to be installed at each valve manifold (not shown on drawings). Please confirm this ball valve and piping can be the equal to the largest valve per manifold. **Answer: Valves can be manifolded. It is unlikely to have 4 or more valves grouped together. Turf Rotors valves can be manifolded**



# CITY OF PLACENTIA

**into groups of 2 or 2 as shown on the drawings and can utilize the one line size ball valve (sized to the largest valve). Drip zone kits all need their own ball valve as shown in the details for ease of maintenance.**

Please sign the following page acknowledging Addendum No. 3 and include with your bid prior to submission. All other aspects of the plans and specifications not specifically mentioned in this addendum remain unchanged.

Sincerely,

Masoud Sepahi, P.E., City Engineer



# CITY OF PLACENTIA

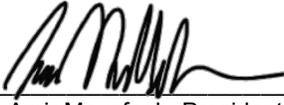
## PARQUE DEL ARROYO VERDE RENOVATION PROJECT CITY PROJECT NO. 7902

DATE: February 27, 2023

**SUBJECT: Addendum # 3**

ADDENDUM ACKNOWLEDGMENT:

Firm Name: Legion Contractors, Inc.

Authorized Signature:   
Amir Movafegh, President

Date: 03/06/2023

Acknowledgment of Receipt of Addendum # 3 is required by signing.



# CITY OF PLACENTIA

## PARQUE DEL ARROYO VERDE RENOVATION PROJECT CITY PROJECT NO. 7902

DATE: February 28, 2023

### SUBJECT: Addendum # 4

This letter comprises Addendum No. 4 for the above project, request for construction bid, issued by the City of Placentia on February 1, 2023. Please take note of the items listed below which will have to be used in the preparation of your bid for this project. The following clarifications/changes are hereby issued:

### CLARIFICATIONS:

1. To Specifications, Cover Sheet, "Bids Due and Opening": Delete date and replace with **March 6, 2023**.
2. To Specifications, Section A, Notice Inviting Sealed Bids, Page A-1, Number 2, First Sentence: Delete first sentence and replace with the following: **Bid Opening Monday, March 6, 2023, at 2:00 P.M.**
3. To Specifications, Section C, Proposal, Bidder's Bond, Page C-20, Third Paragraph: Delete and replace with the following: WHEREAS, said PRINICIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be opened through the electronic bid management system PlanetBids on **March 6, 2023**, for: PARQUE DEL ARROYO VERDE RENOVATION PROJECT, CITY PROJECT NO. 7902.
4. To Plan Sheet LC.1 (Sheet 8 of 29), Landscape Construction Schedule, Table 2.0 Site Furniture, Item SF8 – Drinking Fountain ADA w/Bottle Filler: Delete color "black" and replace with color "**textured pyrite**".



# CITY OF PLACENTIA

Please sign the following page acknowledging Addendum No. 4 and include with your bid prior to submission. All other aspects of the plans and specifications not specifically mentioned in this addendum remain unchanged.

Sincerely,

Masoud Sepahi, P.E., City Engineer



# CITY OF PLACENTIA

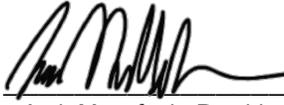
## PARQUE DEL ARROYO VERDE RENOVATION PROJECT CITY PROJECT NO. 7902

DATE: February 28, 2023

**SUBJECT: Addendum # 4**

ADDENDUM ACKNOWLEDGMENT:

Firm Name: Legion Contractors, Inc.

Authorized Signature:   
Amir Movafegh, President

Date: 03/06/2023

Acknowledgment of Receipt of Addendum # 4 is required by signing.



**California Secretary of State**  
**Electronic Certified Copy**

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 2 pages is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

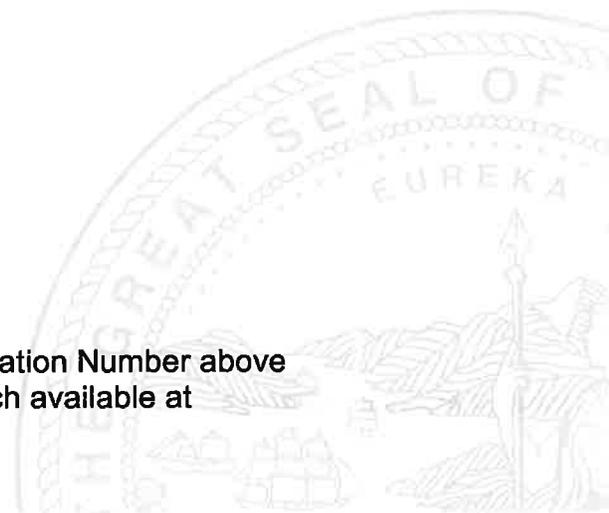


**IN WITNESS WHEREOF**, I execute  
this certificate and affix the Great  
Seal of the State of California on  
this day of April 03, 2020

**ALEX PADILLA**  
**Secretary of State**

Verification Number: P4A7GW6  
Entity (File) Number: C4282259

To verify the issuance of this Certificate, use the Verification Number above  
with the Secretary of State Electronic Verification Search available at  
[bizfile.sos.ca.gov](http://bizfile.sos.ca.gov)





**California Secretary of State  
Electronic Filing**



**Corporation - Statement of Information**

**Entity Name: LEGION CONTRACTORS, INC**

**Entity (File) Number: C4282259**  
**File Date: 04/01/2020**  
**Entity Type: Corporation**  
**Jurisdiction: CALIFORNIA**  
**Document ID: GE58272**

**Detailed Filing Information**

**1. Entity Name: LEGION CONTRACTORS, INC**

**2. Business Addresses:**

**a. Street Address of Principal Office in California: 70 Dorman Ave. Unit #3  
San Francisco, California 94124  
United States of America**

**b. Mailing Address: 70 Dorman Ave. Unit #3  
San Francisco, California 94124  
United States of America**

**c. Street Address of Principal Executive Office: 70 Dorman Ave. Unit #3  
San Francisco, California 94124  
United States of America**

**3. Officers:**

**a. Chief Executive Officer: Amir Movafegh  
70 Dorman Ave. Unit #3  
San Francisco, California 94124  
United States of America**

**b. Secretary: Amir Movafegh  
70 Dorman Ave. Unit #3  
San Francisco, California 94124  
United States of America**

**Certificate Verification Number: P4A7GW6**  
*Use bizfile.sos.ca.gov to verify the certified copy.*

**Document ID: GE58272**



# California Secretary of State Electronic Filing

## Officers (cont'd):

- c. Chief Financial Officer: Amir Movafegh  
70 Dorman Ave. Unit #3  
San Francisco, California 94124  
United States of America
4. Director: Amir Movafegh  
70 Dorman Ave. Unit #3  
San Francisco, California 94124  
United States of America
- Number of Vacancies on the Board of Directors: 0
5. Agent for Service of Process: Amir Movafegh  
70 Dorman Ave. Unit #3  
San Francisco, California 94124  
United States of America
6. Type of Business: Construction Services

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Amir Movafegh

*Use [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) for online filings, searches, business records, and resources.*

Certificate Verification Number: P4A7GW6  
Use [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) to verify the certified copy.

Document ID: GE58272

**RESOLUTION NO. R-2023-29**

**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-2023-43, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Account</b>	<b>Amount</b>	<b>Type</b>
Measure U	Parque Del Arroyo Verde Project	Community Services	797902-6760	\$80,000	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 2<sup>nd</sup> DAY OF MAY 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 2<sup>nd</sup> day of May 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



# *City of Placentia*

## Parque del Arroyo Verde Concept Plan

May 2, 2023

# Background

---

- In December 2019, the City Council approved a Professional Services Agreement with David Volz Design to complete design services for the renovation of Parque del Arroyo Verde
- The City Council also approved the Placentia Parks Initiative (PPI);
- As part of the PPI, the City created a priority list of park projects and allocated funding for the completion of the projects over the course of the next two (2) Fiscal Years
- Included in the PPI is a goal to create “destination parks” by improving aging park infrastructure and providing unique “themed” playgrounds that are all different
- On March 6, 2023, the City received proposals for construction services for the renovation project at Parque del Arroyo Verde



# Current Park Photos



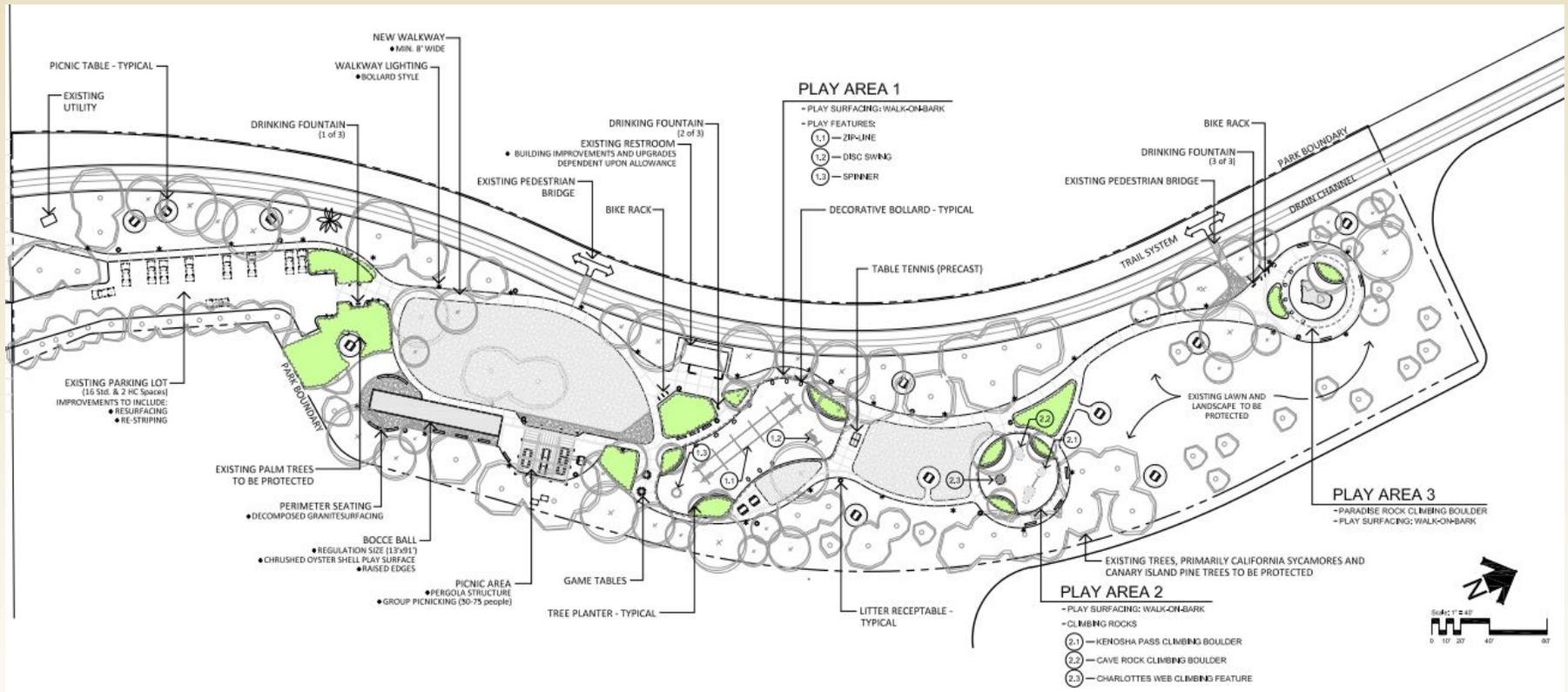
# Current Park Photos



# Current Park Photos



# Concept Plans



# Concept Plans

PLAY AREA 1



1.1 ZIP-LINE  
PLAYCRAFT SYSTEMS

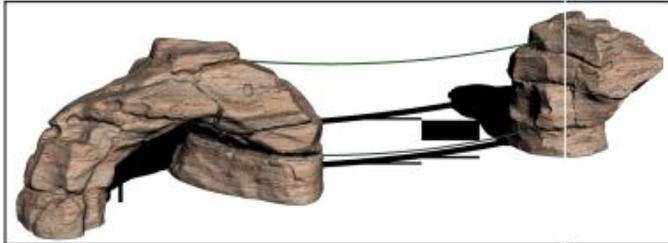
1.2 DISC SWING  
PLAYCRAFT SYSTEMS

1.3 SUPERNOVA SPINNER  
KOMPAN



# Concept Plans

## PLAY AREA 2



**KENOSHA PASS**  
ID SCULPTURE



**CAVE ROCK**  
ID SCULPTURE



**CHARLOTTE'S WEB**  
ID SCULPTURE

## PLAY AREA 3



**PARADISE ROCK**  
ID SCULPTURE



# Questions & Comments





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
FROM: CITY ADMINISTRATOR  
DATE: MAY 2, 2023  
SUBJECT: **STUDY SESSION: SANTA FE AVENUE STREET CLOSURE ON-STREET PARKING REVIEW**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

The City Council directed staff to return with a study session presentation on the current status of the Santa Fe Avenue street closure and to provide options to introduce on-street parking in tandem with the newly constructed outdoor dining platforms. Staff has developed three (3) options for the City Council's consideration and recommends adoption of Option 1.

### **RECOMMENDATION:**

It is recommended that the City Council:

1. Receive and file this report; and
2. Select one of the options as the preferred on-street parking option; and
3. Direct Staff to implement the final option.

### **STRATEGIC PLANNING STATEMENT:**

There is no specific Strategic Planning Goal or Objective associated with this agenda item.

### **DISCUSSION:**

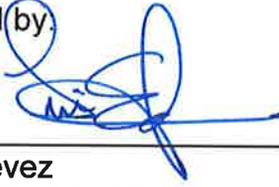
The City Council directed staff to return with a study session presentation on the status of the Santa Fe Avenue Street closure and to provide options to introduce on-street parking in tandem with the newly constructed outdoor dining platforms. Staff has developed three (3) options for the City Council's consideration and is recommending Option 1 as the preferred on-street parking option.

### **FISCAL IMPACT:**

There is no fiscal impact associated with the recommended actions.

**3.b.**  
**May 2, 2023**

Prepared by:



---

Luis Estevez  
Deputy City Administrator

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachment:

Presentation



# Santa Fe Street Closure City Council Study Session



May 2, 2023



# Background

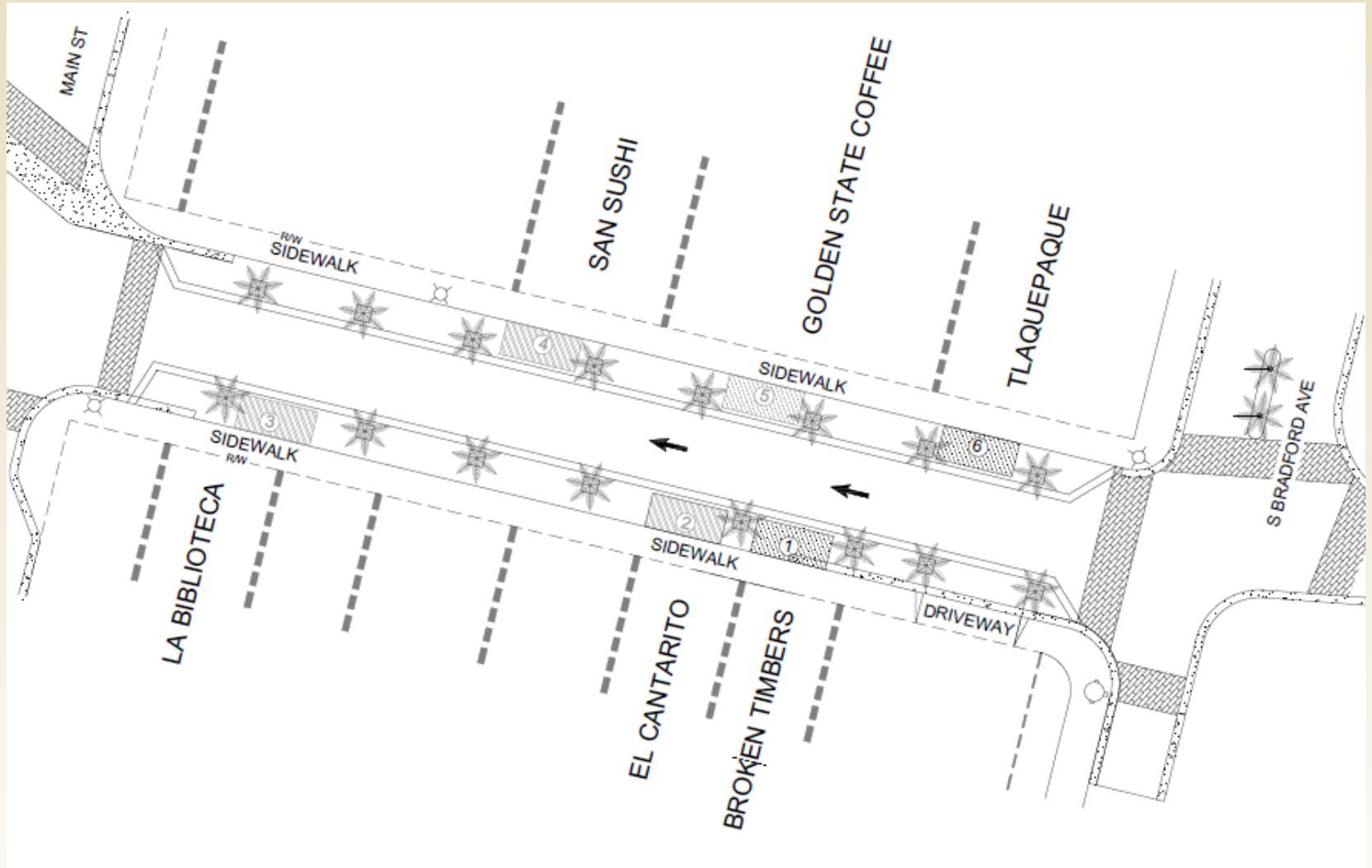
- July 21, 2020 – City Council approved a temporary closure of Santa Fe Avenue between Bradford Avenue and Main Street to allow for outdoor dining and installation of public amenities within the closure
- June 1, 2021 – City Council approves an extension of the street closure through June 30, 2022.
- May 17, 2022 – City Council directed Staff to reopen street to one-way traffic but still provide open space for outdoor dining
- July/August 2022 – Street closure reconfigured and reopened to public
- March 2023 – City Council requested study session to discuss current configuration and to evaluate potential for adding on-street parking



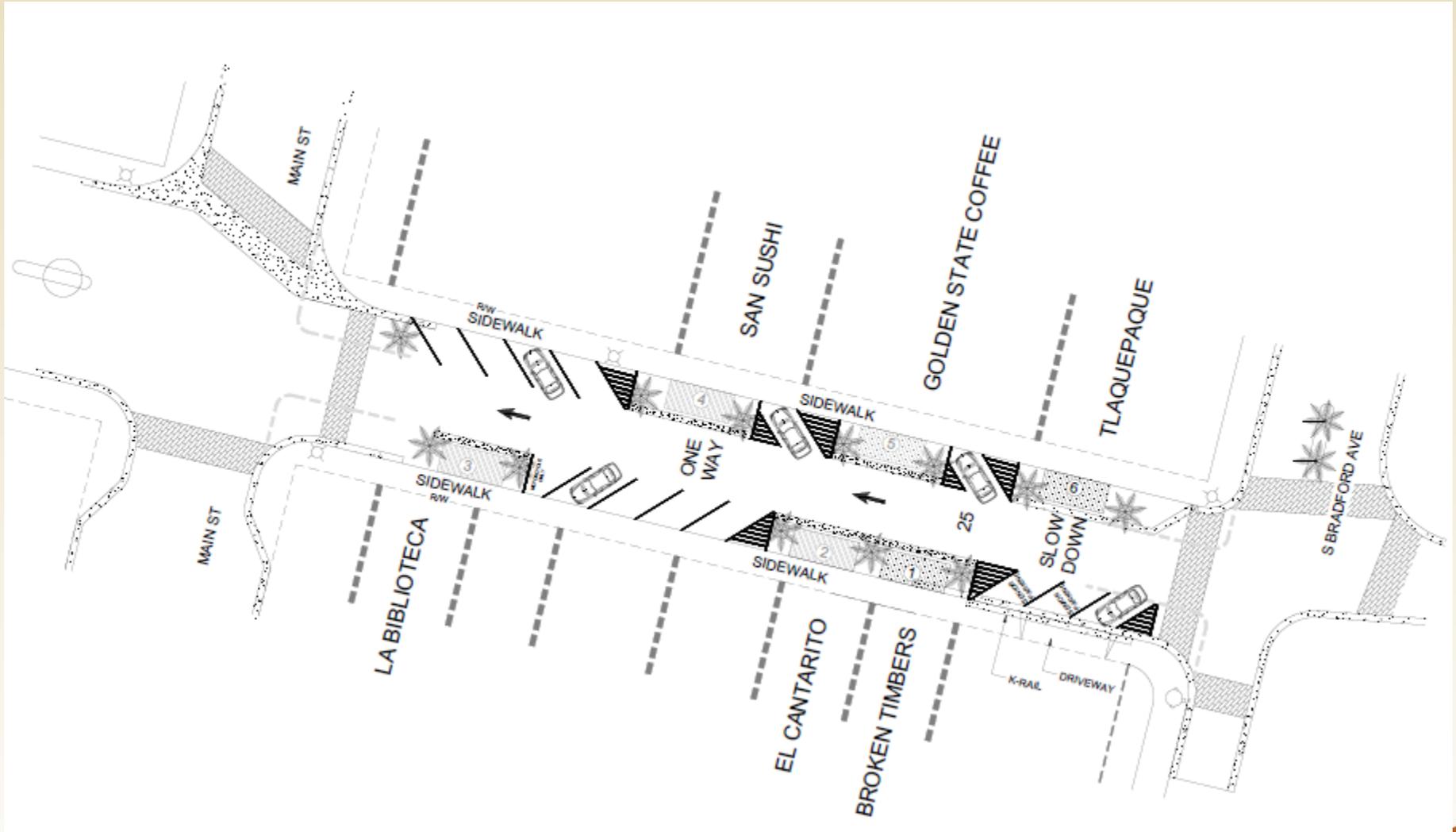
# K-Rail Street Closure Examples



# Current Configuration



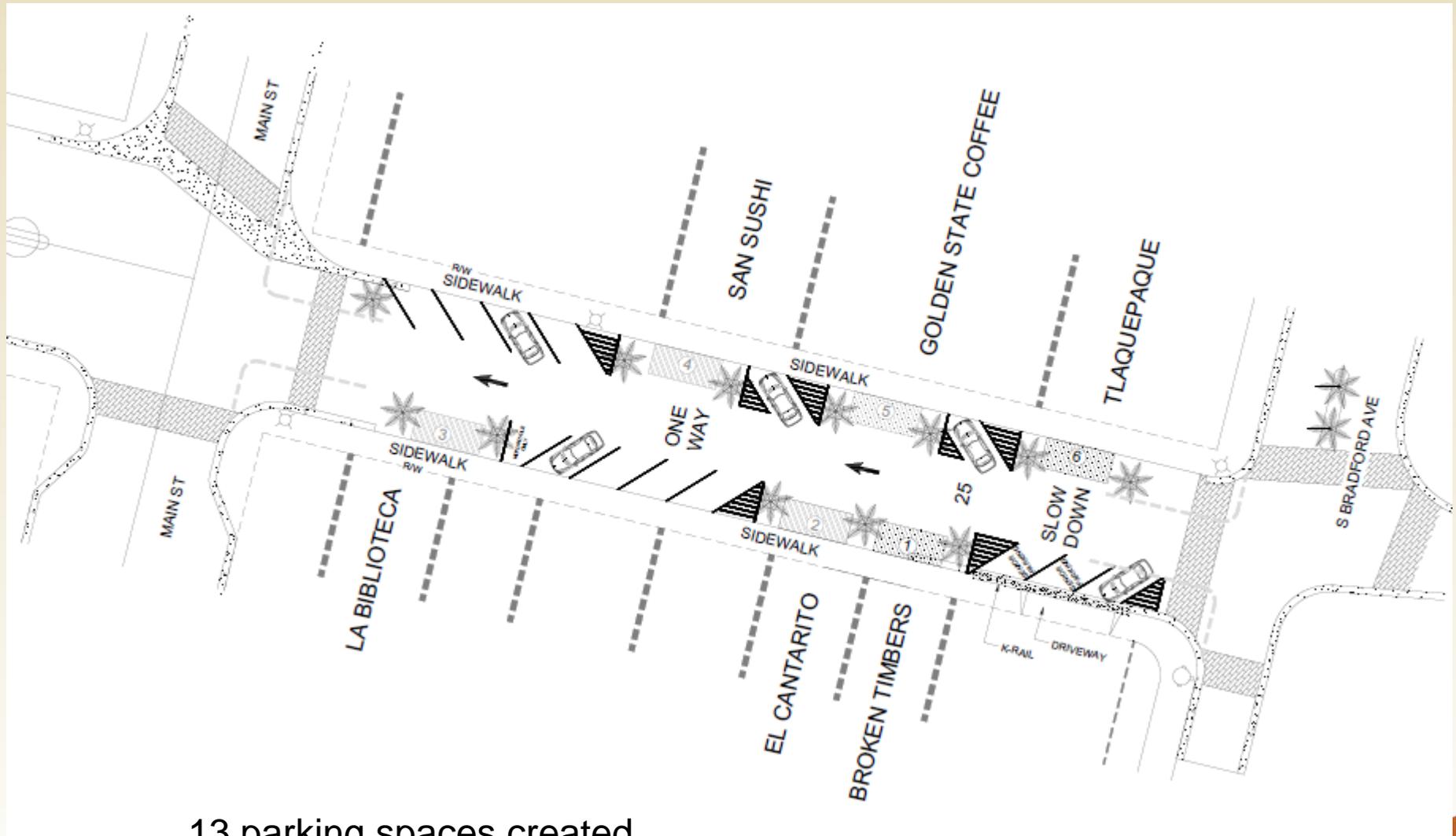
# Option 1



13 parking spaces created  
K-rail used to shield dining platforms



# Option 2

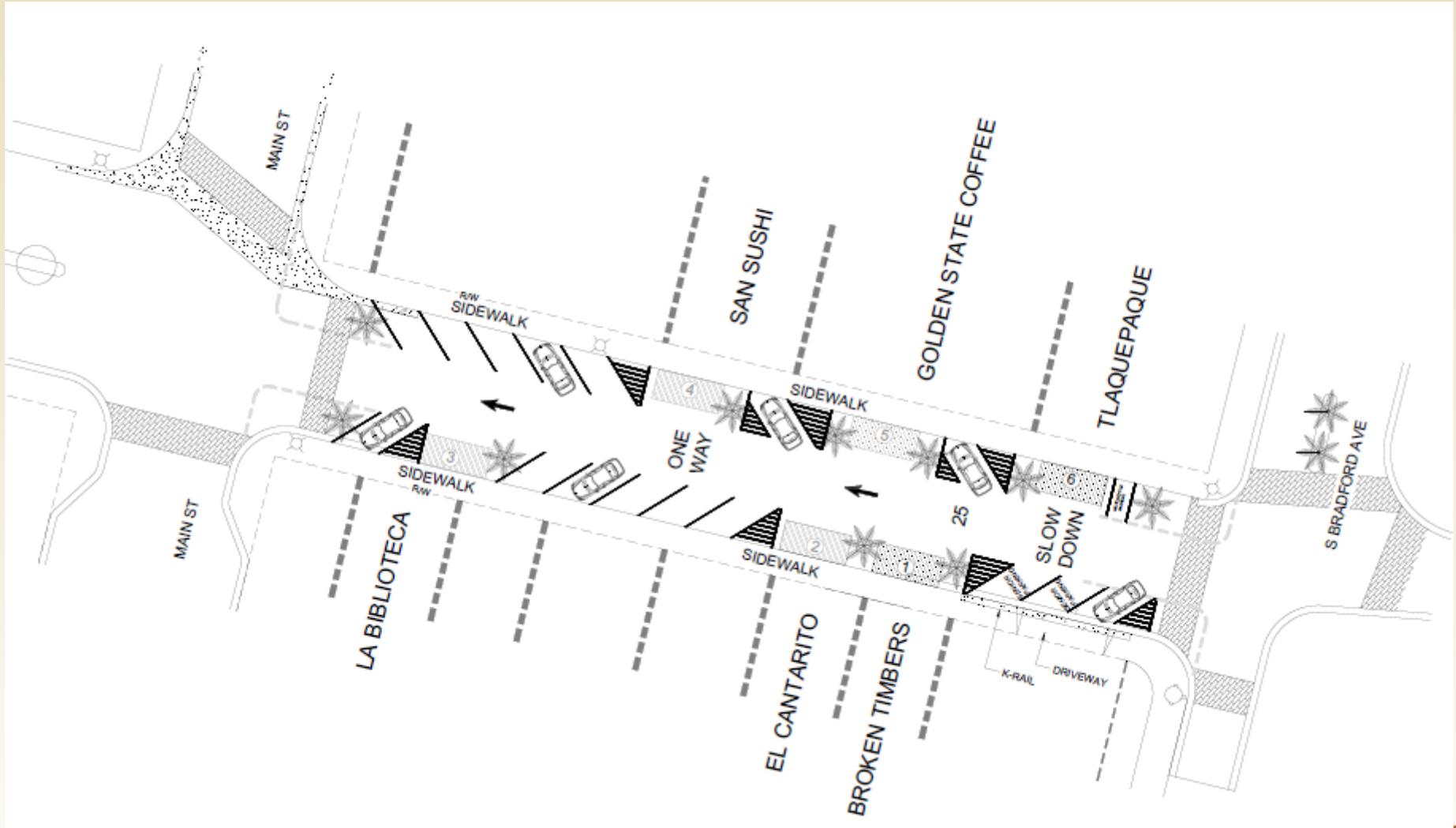


13 parking spaces created

No k-rail – only tree boxes used to shield dining platforms



# Option 3



16 parking spaces created

No k-rail – only tree boxes used to shield dining platforms



# Cost Estimates

- Option 1: \$4,500
  - \$2,000 for k-rail vendor to mobilize to remove most of the k-rail
  - \$2,500 for staff time and miscellaneous materials
- Option 2: \$2,500 for staff time and miscellaneous materials
- Option 3: \$4,500
  - \$2,000 for k-rail vendor to mobilize to remove most of the k-rail
  - \$2,500 for staff time and miscellaneous materials



# Recommendations

- Staff recommends that the City Council select Option 1 as the preferred street closure configuration.
- Direct staff to monitor traffic speeds once the street is reconfigured to determine if additional safety mitigation measures may be needed.



# Next Steps

- Staff to coordinate with vendor to remove and shift k-rail and tree boxes
  - Staff to schedule street prep and parking space legends and markings
- Work expected to be completed within 4-6 weeks





# Questions?

