



Regular Meeting Agenda September 19, 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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
September 19, 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 Charles Frost

PLEDGE OF ALLEGIANCE: Officer Alan Cleveland

PRESENTATIONS:

- a. **Introduction of Superintendent Dr. Alex Cherniss, Placentia Yorba Linda School District**
Presenter: Mayor Smith
- b. **Proclamation of September 2023 as Service Clubs Month**
Presenter: Mayor Smith
Recipient: Turgut Cakiraga, Placentia Rotary Club
- c. **Proclamation of September 25, 2023 as Ataxia Awareness Day**
Presenter: Mayor Smith
Recipient: Cindy De Mint, Brothers on a Quest Foundation
- d. **Proclamation of September 17-23, 2023 as Constitution Week**
Presenter: Mayor Smith
Recipient: Hilary White, Mojave Chapter, National Society of Daughters of the American Revolution

CLOSED SESSION REPORT: None

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.i.):

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 2023-24 Registers for September 19, 2023**

Check Register

Fiscal Impact: \$ 879,465.06

Electronic Disbursement Register

Fiscal Impact: \$1,366,016.32

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.c. **Resolution Authorizing the Submission of Applications for CalRecycle Grant and Payment Programs**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-77, A Resolution of the City Council of the City of Placentia, California authorizing submittal of application(s) for all CalRecycle grants and payment programs for which the City of Placentia is eligible; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents to apply for all grants, accept the grants, if awarded, and accept all grant renewals, if awarded.

1.d. **Approval of Purchase of Office Furnishings with Sheridan Group for the Placentia Public Safety Center Project, No. 5213**

Fiscal Impact:

Expense:	\$ 113,378.57	
Available Budget:	\$21,616,963.00	FY 2023-24 CIP Budget (105213-6840 JL#105213-2)

Recommended Action: It is recommended that the City Council:

- 1) Approve a purchase order with the Sheridan Group pursuant to OMNIA procurement contract BNR482 in the amount of \$113,378.57, to manufacture, ship and install the new office furnishings for the Placentia Public Safety Center; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the total not-to-exceed purchase order amount or \$11,337; and
- 3) Authorize the City Administrator to execute the above-mentioned sales agreement, in a form approved by the City Attorney.

1.e. **Purchase of Opticom Emergency Vehicle Traffic Signal Preemption Devices (Phase V)**

Fiscal Impact:

Expense:	\$ 57,207.81	Total Purchase Price
Budget:	\$110,000.00	FY 2023-24 CIP Budget (659800-6741, JL #24201)

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a purchase order to DDL Traffic Inc., for the purchase and installation of five (5) Opticom EVS Traffic Signal Preemption Devices for a not-to-exceed amount of \$57,207.81; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.f. **Purchase of one (1) Public Works Service Truck**

Fiscal Impact:

Expense:	\$73,951.56	Purchase Price
	<u>5,000.00</u>	<u>Outfitting/Equipment Costs</u>
	\$78,951.56	Total Cost

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of one (1) 2023 Ford F-150 Lightning Crew Cab work truck from Fairway Ford in the amount of \$73,951.56 and an additional \$5,000 for outfitting costs of the vehicle upon receipt; and
- 2) Adopt Resolution No. R-2023-78, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator and/or his designee to issue a purchase order to Fairway Ford for this vehicle and execute all necessary documents, in a form approved by the City Attorney.

1.g. **Approval of Plans & Specifications and Award of Construction Contract to Square Sign, LLC, for the Wayfinding Directional Signage Project Phase I, City Project No. 1403**

Fiscal Impact:

Expense:	\$ 86,145.49	Construction Contract
	\$ 8,615.00	Total Contingency Amount
Budget:	\$200,000.00	FY 2023-24 CIP Budget (109800-6740, JL 24103-6740)

Recommended Action: It is recommended that the City Council:

- 1) Approve the engineered construction plans & specifications prepared by Selbert Perkins Design, and approve a Public Works Agreement for this project with Square Sign in the amount of \$86,145.49; and
- 2) Reject all other bids received and authorize return of the bid bonds; and
- 3) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$8,615 for a total construction contract not-to-exceed amount of \$94,761.49; and
- 4) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h. **Placentia Public Safety Communications Center Motorola Purchase and Upgrade**

Fiscal Impact:

Expense:	\$1,197,159.00	Total Purchase Price of Equipment
Budget:	\$ 152,861.70	Lease Payment (105525-6935) FY 2024-25

Recommended Action: It is recommended that the City Council:

- 1) Authorize the City Administrator to approve a 10-year financing agreement with Motorola Solutions for the total purchase not-to-exceed the amount of \$1,197,159.00 (annual payments of \$152,861.70); and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.i. **Resolution Authorizing the Transition of the City's Deferred Contribution Plan from Public Agency Retirement Services (PARS) to the ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Staff recommends City Council adopt Resolution R-2023-79 approving the transition of the City's Defined Contribution Plan for Eligible Employees from PARS to ICMA Retirement Corporation Governmental Profit-Sharing Plan and the discontinuance of the City's participation in the Public Agency Retirement System (PARS) Defined Contribution Plan and related services of PARS as Trust Administrator, U.S. Bank N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper; and
- 2) Authorize the City Administrator to execute all necessary documents.

2. **PUBLIC HEARINGS:** None

3. **REGULAR AGENDA:**

3.a. **Study Session: Community/Senior Center Update and Consideration of Additional 65% Design**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Community/Senior Center Project presentation and Business Plan and provide Staff and the Blue-Ribbon Committee with feedback; and
- 2) If approved, direct Staff and the Blue-Ribbon Committee to proceed with 100% complete architectural and engineering design documents for the proposed Community/Senior Center; and
- 3) If approved, direct Staff to prepare Amendment No. 1 to the Professional Services Agreement with Group 4 Architecture, Research + Planning, Inc. to be brought back at the October 3, 2023 City Council Meeting; and
- 4) If approved, direct Staff to proceed with retaining a fundraising consultant to establish a donor program as outlined in the proposed Business Plan.

3.b. **OPEB Mitigation Plan/Section 115 Trust Update**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file this report updating the City Council on the City's OPEB mitigation effort; and,
- 2) Following discussion, provide policy direction to Staff.

3.c. **Fire Department 2021-2022 Biennial Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file a copy of the completed Biennial Report and Chief Dobine's presentation introducing the report.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, October 3, 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:

- PSA for FY 23-24 Street Resurfacing Project
- PSA Amendment Infrastructure Engineers
- Approval of design concept plan for playground renovations at Parque de los Ninos and Public Works Agreement with Playcore d.b.a. Gametime for purchase and installation of playground equipment, CIP Project No. 7402
- Purchase of Asset Management Software Module
- PSA for Staff Augmentation Services for the City Hall/Police Station Modernization Project
- Approval of Contract Change Orders #8 & #9 for the Crowther Sewer Line Project
- Maintenance Services Agreement for Stormwater Pump Station Maintenance Services

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 September 19, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on September 14, 2023.

Carole M. Wayman
Deputy City Clerk

City of Placentia

**Check Register
For 09/19/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 879,465.06

Check Totals by ID

AP	879,465.06
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 879,465.06

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	591,406.61
117-Measure U Fund (0079)	126,791.29
205-State Gas Tax (0017)	53,338.00
208-Sccssr Agncy Ret Oblg (0054)	2,548.88
225-Asset Seizure (0021)	65.38
238-City Traffic Impct Fees (0065)	2,169.90
243-City Quimby In Lieu Fee (0069)	27.06
246-TOD Traffic Impact Fees (0070)	360.00
247-TOD Sewer Impact Fees (0071)	2,200.00
248-TOD Strscape Impct Fee (0072)	360.00
249-TOD District CFD (0080)	909.49
265-Landscape Maintenance (0029)	8,352.24
270-CDBG Fund (0030)	50,000.00
275-Sewer Maintenance (0048)	179.31
280-Misc Grants Fund (0050)	20,627.00
401-City Capital Projects (0033)	9,092.15
501-Refuse Administration (0037)	321.98
601-Employee Health & Wlfre (0039)	60.00
605-Risk Management (0040)	9,009.77
701-Special Deposits (0044)	1,646.00
Check Total:	<u>879,465.06</u>

**1.b.
Sept 19, 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 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALLSTAR FIRE EQUIPMENT V011950	FIRE FIGHTING FOAM	103066-6301 Special Department Expenses	AP082823	2,314.34	249266	P13011	00128257	08/31/2023
					Check Total:	2,314.34			
MW OH	ALTA PLANNING + DESIGN V012171	JUL ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP082823	60.00	304.0002021.133P	13071	00128258	08/31/2023
MW OH	ALTA PLANNING + DESIGN V012171	JUL ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP082823	27.06	304.0002021.133P	13071	00128258	08/31/2023
					Check Total:	87.06			
MW OH	AMAZON CAPITAL SERVICES V012336	ES SUPPLIES	104071-6301 Special Department Expenses	AP082823	36.29	13WT-P4WL-		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES V012336	LITTER PICKER TOOL	103655-6301 Special Department Expenses	AP082823	35.89	13XQ-CCYT-		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES V012336	INDOOR BULLETIN BOARD	103654-6130 Repair & Maint/Facilities	AP082823	611.70	149P-WY6L-		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES V012336	ES SUPPLIES	104071-6301 Special Department Expenses	AP082823	8.70	14QD-HGH7-		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES V012336	ES SUPPLIES	104071-6301 Special Department Expenses	AP082823	275.91	14RN-FW9C-		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES V012336	LIGHTS	103654-6130 Repair & Maint/Facilities	AP082823	292.54	176G-6WWF-		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES V012336	DAY CAMP SUPPLIES	104071-6301 Special Department Expenses	AP082823	129.95	17T1-4H43-		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PHONE CHRGR CORDS	103066-6315 Office Supplies	AP082823	15.20	17T1-4H43-JTJT		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES V012336	ES SUPPLIES	104071-6301 Special Department Expenses	AP082823	1,019.76	19G1-H9HQ-		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES V012336	ERGONOMIC OFFICE EQUIPMENT	101512-6301 Special Department Expenses	AP082823	783.44	19K4-7G11-		00128259	08/31/2023
MW OH	AMAZON CAPITAL SERVICES	KINDLE SCRIBE, CASE	104071-6301	AP082823	412.14	1FPH-Q4C4-		00128259	08/31/2023

City of Placentia
Check Register
For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012336		Special Department Expenses						
MW OH	AMAZON CAPITAL SERVICES	SD STATION SUPPLIES	103066-6301	AP082823	13.90	1GFN-GCFD-		00128259	08/31/2023
	V012336		Special Department Expenses						
MW OH	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	103066-6315	AP082823	16.30	1GPP-K3KT-		00128259	08/31/2023
	V012336		Office Supplies						
MW OH	AMAZON CAPITAL SERVICES	ES SUPPLIES	104071-6301	AP082823	249.10	1KNV-L4H4-		00128259	08/31/2023
	V012336		Special Department Expenses						
MW OH	AMAZON CAPITAL SERVICES	EARTRIDGE	103066-6301	AP082823	52.19	1PDH-NGR3-		00128259	08/31/2023
	V012336		Special Department Expenses						
MW OH	AMAZON CAPITAL SERVICES	EIGHTS	103654-6130	AP082823	206.58	1PGR-4V7V-		00128259	08/31/2023
	V012336		Repair & Maint/Facilities						
MW OH	AMAZON CAPITAL SERVICES	ES SUPPLIES	104071-6301	AP082823	408.71	1PJR-VRJ7-		00128259	08/31/2023
	V012336		Special Department Expenses						
MW OH	AMAZON CAPITAL SERVICES	ES SUPPLIES	104071-6301	AP082823	271.80	1RWD-JX9P-		00128259	08/31/2023
	V012336		Special Department Expenses						
MW OH	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	102532-6315	AP082823	65.82	1T1D-RL76-		00128259	08/31/2023
	V012336		Office Supplies						
MW OH	AMAZON CAPITAL SERVICES	DAY CAMP SUPPLIES	104071-6301	AP082823	34.23	1THY-YQC9-		00128259	08/31/2023
	V012336		Special Department Expenses						
MW OH	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	101512-6315	AP082823	126.32	1V6Y-RJWF-		00128259	08/31/2023
	V012336		Office Supplies						
MW OH	AMAZON CAPITAL SERVICES	EV CHARGER	103654-6130	AP082823	325.16	1VNJ-9QLQ-		00128259	08/31/2023
	V012336		Repair & Maint/Facilities						
Check Total:					5,391.63				
MW OH	AMERICAN OFFICE	OFFICE FURNITURE	103654-6855	AP082823	560.06	14412		00128260	08/31/2023
	V009212		Furniture & Fixtures						
Check Total:					560.06				
MW OH	ANAHEIM FULLERTON	9/27 TOWING SERVICES	103047-6181	AP082823	185.00	22-0927-20112		00128261	08/31/2023

City of Placentia
Check Register
For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V006631		Towing Services					
MW OH	ANAHEIM FULLERTON V006631	10/10 TOWING SERVICES	103047-6181 Towing Services	AP082823	101.75 22-1010-20585		00128261	08/31/2023
MW OH	ANAHEIM FULLERTON V006631	10/28 TOWING SERVICES	103047-6181 Towing Services	AP082823	101.75 22-1028-21308		00128261	08/31/2023
MW OH	ANAHEIM FULLERTON V006631	5/4 TOWING SERVICE	103047-6181 Towing Services	AP082823	185.00 23-0504-27735		00128261	08/31/2023
MW OH	ANAHEIM FULLERTON V006631	5/18 5/4 TOWING SERVICE	103047-6181 Towing Services	AP082823	67.00 23-0518-28187B		00128261	08/31/2023
Check Total:					640.50			
MW OH	AT & T V008736	8/2-9/1 FD1 INTERNET	109595-6215 Telephone/Internet	AP082823	53.50 306204658		00128262	08/31/2023
MW OH	AT & T V008736	8/13-9/12 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP082823	63.49 KP AUG 23		00128262	08/31/2023
Check Total:					116.99			
MW OH	AT & T MOBILITY V008709	7/27-8/30 IPAD CHARGES	109595-6215 Telephone/Internet	AP082823	482.69 X08152023		00128263	08/31/2023
Check Total:					482.69			
MW OH	AT&T V004144	JUL-AUG PHONE CHARGES	109595-6215 Telephone/Internet	AP082823	7,893.31 082223		00128264	08/31/2023
MW OH	AT&T V004144	JUL-AUG PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP082823	10.19 082223		00128264	08/31/2023
MW OH	AT&T V004144	JUL-AUG PHONE CHARGES	296561-6215 Telephone/Internet	AP082823	1,648.17 082223		00128264	08/31/2023
Check Total:					9,551.67			
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE EQUIPMENT SUPPLIES	103655-6301 Special Department Expenses	AP082823	45.21 605035		00128265	08/31/2023
MW OH	B & M LAWN & GARDEN	HAND TOOLS REPAIRS	103066-6137	AP082823	59.51 607518		00128265	08/31/2023

City of Placentia
Check Register
For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000127		Repair Maint/Equipment						
				Check Total:	104.72				
MW OH	BLUE SCOPE CONSTRUCTION V012441	MUL CONSTRUCTION SVS	105213-6850 Building & Facilities	AP082823	256,312.80	22740-04	P13074	00128266	08/31/2023
				Check Total:	256,312.80				
MW OH	BOA ARCHITECTURE V010118	ARCHITECTURAL DESIGN SVS	795307-6850 Building & Facilities	AP082823	8,820.00	23-3011-3	P13073	00128267	08/31/2023
				Check Total:	8,820.00				
MW OH	BRENNAN ESTIMATING V011259	AUG FIRE ALARM MONITORING SVS	103654-6127 Alarm Monitoring	AP082823	360.00	10577	P13006	00128268	08/31/2023
				Check Total:	360.00				
MW OH	BUTTS, BRAD V002941	ROTARY MEETING MEALS REIMB.	103040-6245 Meetings & Conferences	AP082823	93.12	083023		00128269	08/31/2023
				Check Total:	93.12				
MW OH	CANON FINANCIAL SERVICES V008979	31-31 COPIER LEASE CHARGE	109595-6175 Office Equipment Rental	AP082823	115.89	31061842		00128270	08/31/2023
				Check Total:	115.89				
MW OH	CHARTER COMMUNICATIONS V004450	8-14-9/13 PD FIBER INTERNET	109595-6215 Telephone/Internet	AP082823	619.00	0528002081423		00128271	08/31/2023
MW OH	CHARTER COMMUNICATIONS V004450	8-16-9/15 NAV CTR INTERNET	109595-6215 Telephone/Internet	AP082823	298.99	0570178081623		00128271	08/31/2023
MW OH	CHARTER COMMUNICATIONS V004450	8-14-9/13 WHITTEN CTR INTERNET	109595-6215 Telephone/Internet	AP082823	138.94	0619546081423		00128271	08/31/2023
MW OH	CHARTER COMMUNICATIONS V004450	8-12-9/11 BACKS BLDG INTERNET	109595-6215 Telephone/Internet	AP082823	299.98	0629685081223		00128271	08/31/2023
				Check Total:	1,356.91				
MW OH	CITY OF BREA	BUSINESS CARDS	101512-6315	AP082823	27.27	ASR0000242		00128272	08/31/2023

City of Placentia
Check Register
For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005832		Office Supplies						
				Check Total:	27.27				
MW OH	COMLOCK V003166	DOOR KEYS	103654-6130 Repair & Maint/Facilities	AP082823	81.67	845415		00128273	08/31/2023
MW OH	COMLOCK V003166	DUPLICATE KEYS	103654-6130 Repair & Maint/Facilities	AP082823	76.95	845434		00128273	08/31/2023
MW OH	COMLOCK V003166	DOOR REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP082823	511.15	845436		00128273	08/31/2023
				Check Total:	669.77				
MW OH	COMMERCIAL AQUATIC V005203	JUL FOUNTAIN MAINT.	103654-6290 Dept. Contract Services	AP082823	408.80	905951	P13046	00128274	08/31/2023
MW OH	COMMERCIAL AQUATIC V005203	JUL FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP082823	291.20	905951	P13046	00128274	08/31/2023
				Check Total:	700.00				
MW OH	DENNIS GRUBB & V012137	8/1-16 FD IPLAN CHECK SVS	103066-6290 Dept. Contract Services	AP082823	970.00	002-30003	P12990	00128275	08/31/2023
MW OH	DENNIS GRUBB & V012137	8/1-16 FD INSPECTION SVS	103066-6290 Dept. Contract Services	AP082823	2,700.00	002-30004	P12990	00128275	08/31/2023
				Check Total:	3,670.00				
MW OH	DRULIAS, NICOLETTE V012257	TRAVEL REIMBURSEMENT	101511-6245 Meetings & Conferences	AP082823	424.96	082223		00128276	08/31/2023
				Check Total:	424.96				
MW OH	DUDEK & ASSOCIATES INC V004114	7/1-28 ENG & CONST SVS	713101-6750 Infrastructure - Sewer	AP082823	2,200.00	202306717	P13075	00128277	08/31/2023
				Check Total:	2,200.00				
MW OH	EL FAROLITO INC V002115	SMALL BUSINESS GRANT	302534-6401 / 232502-6401 Community Programs	AP082823	25,000.00	1	P13057	00128278	08/31/2023

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				Check Total:	25,000.00				
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	93.04	102-191434	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	82.88	102-191992	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	24.18	102-192091	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	56.25	102-192117	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	140.16	102-192274	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	34.87	102-192277	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	27.45	102-192317	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	16.60	102-192526	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	102.76	102-192533	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	61.61	102-192855	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	54.37	102-193013	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	27.26	102-193015	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	53.16	102-193440	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	18.72	12-192844	P13045	00128279	08/31/2023

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MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	52.88	12-5392086	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	49.85	12-5393886	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	111.55	12-5395339	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	45.13	12-5399765	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	110.75	12-5423634	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	69.63	12-5428046	P13045	00128279	08/31/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	52.88	12-5435123	P13045	00128279	08/31/2023
Check Total:					1,285.98				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP082823	14.25	280858		00128280	08/31/2023
MW OH	FAIRWAY FORD V000376	JUL - VEHICLE REBATE PROGRAM	102534-6363 Resident Vehicle Rebate Prog	AP082823	3,000.00	JULY, 2023		00128280	08/31/2023
MW OH	FAIRWAY FORD V000376	FORD F-150	799800-6842 / 24802-6842 Vehicles	AP082823	42,383.69	081023	P13051	00128280	08/31/2023
MW OH	FAIRWAY FORD V000376	FORD F-150	799800-6842 / 24802-6842 Vehicles	AP082823	42,383.69	081823	P13051	00128280	08/31/2023
Check Total:					87,781.63				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE 8/19 PD 8/25	0010-2196 Garnishments W/H	AP082823	7.73	PR2301017		00128281	08/31/2023
Check Total:					7.73				
MW OH	GOLDEN STATE WATER	JUL-AUG WATER CHARGES	109595-6335	AP082823	9,558.43	082223		00128282	08/31/2023

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	V000928		Water						
MW OH	GOLDEN STATE WATER V000928	JUL-AUG WATER CHARGES	296561-6335 Water	AP082823	6,289.91	082223		00128282	08/31/2023
				Check Total:	15,848.34				
MW OH	HEALTHPOINTE MEDICAL V010713	JUL PRE-EMPL SCREENINGS	101512-6099 Professional Services	AP082823	901.00	30601-4102199		00128283	08/31/2023
				Check Total:	901.00				
MW OH	HF&H CONSULTANTS LLC V010575	JUL SW BENCHMARKING STUDY	103550-6017 Special Studies	AP082823	1,252.33	9720464		00128284	08/31/2023
				Check Total:	1,252.33				
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC MARKERS	103652-6305 Traffic Control Devices	AP082823	251.49	145958		00128285	08/31/2023
				Check Total:	251.49				
MW OH	HR GREEN PACIFIC INC V010735	ENG & LANDSCAPE DESIGN	109202-6770 / 229999-6770 Infrastructure - Major Studies	AP082823	24,323.56	165642	P13078	00128286	08/31/2023
MW OH	HR GREEN PACIFIC INC V010735	ENG & LANDSCAPE DESIGN	799202-6770 / 229999-6770 Infrastructure - Major Studies	AP082823	23,369.69	165642	P13078	00128286	08/31/2023
				Check Total:	47,693.25				
MW OH	IDS GROUP INC V012534	JUL ARCHITECTURAL & DESIGN SVS	505003-6840 Machinery & Equipment	AP082823	19,108.00	22X094.01-1	P13076	00128287	08/31/2023
				Check Total:	19,108.00				
MW OH	JACOB GREEN & ASSOCIATES V012276	JUL - PROFESSIONAL SERVICE	109595-6999 Other Expenditure	AP082823	200.00	2338		00128288	08/31/2023
				Check Total:	200.00				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 8/19 PD 8/25	0010-2131 Employer PARS/ARS Payable	AP082823	843.02	PR2301017		00128289	08/31/2023
MW OH	JOHN HANCOCK USA-PARS	PARS PE 8/19 PD 8/25	0010-2131	AP082823	917.81	PR2301017		00128289	08/31/2023

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	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 8/19 PD 8/25	0010-2131 Employer PARS/ARS Payable	AP082823	675.90	PR2301017		00128289	08/31/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 8/19 PD 8/25	0029-2131 Employer PARS/ARS Payable	AP082823	19.17	PR2301017		00128289	08/31/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 8/19 PD 8/25	0037-2131 Employer PARS/ARS Payable	AP082823	230.17	PR2301017		00128289	08/31/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 8/19 PD 8/25	0037-2131 Employer PARS/ARS Payable	AP082823	76.49	PR2301017		00128289	08/31/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 8/19 PD 8/25	0048-2131 Employer PARS/ARS Payable	AP082823	110.24	PR2301017		00128289	08/31/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 8/19 PD 8/25	0048-2131 Employer PARS/ARS Payable	AP082823	54.63	PR2301017		00128289	08/31/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 8/19 PD 8/25	0054-2131 Employer PARS/ARS Payable	AP082823	43.71	PR2301017		00128289	08/31/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 8/19 PD 8/25	0054-2131 Employer PARS/ARS Payable	AP082823	4.92	PR2301017		00128289	08/31/2023
				Check Total:	2,976.06				
MW OH	KOA CORPORATION V006654	LOCAL ROADWAY SAFETY PLAN	339303-6770 Infrastructure - Major Studies	AP082823	8,679.60	JC32033-1	P12984	00128290	08/31/2023
MW OH	KOA CORPORATION V006654	LOCAL ROADWAY SAFETY PLAN	659303-6770 Infrastructure - Major Studies	AP082823	2,169.90	JC32033-1	P12984	00128290	08/31/2023
				Check Total:	10,849.50				
MW OH	LEHR AUTO V009930	E2 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP082823	894.38	SI91302		00128291	08/31/2023
				Check Total:	894.38				
MW OH	LN CURTIS & SONS V011267	PARTS/MAINTENANCE	103066-6301 Special Department Expenses	AP082823	16.70	INV716896		00128292	08/31/2023

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MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - RODRIGUEZ	103043-6360 Uniforms	AP082823	710.97	INV736357	P13019	00128292	08/31/2023
					Check Total:	727.67			
MW OH	LONG BEACH BMW V011294	PD MOTORCYCLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP082823	84.74	47370		00128293	08/31/2023
MW OH	LONG BEACH BMW V011294	PD MOTORCYCLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP082823	2,617.10	47152	P13055	00128293	08/31/2023
					Check Total:	2,701.84			
MW OH	MARTINEZ, JOHN V010060	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP082823	65.38	MARTINEZ8212		00128294	08/31/2023
					Check Total:	65.38			
MW OH	MC FADDEN-DALE V000635	PW MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	18.53	521605/5		00128295	08/31/2023
MW OH	MC FADDEN-DALE V000635	PW MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP082823	80.17	521643/5		00128295	08/31/2023
MW OH	MC FADDEN-DALE V000635	PW MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082823	109.69	521773/5		00128295	08/31/2023
MW OH	MC FADDEN-DALE V000635	PW MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP082823	5.67	521867/5		00128295	08/31/2023
					Check Total:	214.06			
MW OH	MIDAMERICA V008972	Q2 2023 - 401A ADMIN FEES	395083-6025 Third Party Administration	AP082823	55.00	0221917		00128296	08/31/2023
					Check Total:	55.00			
MW OH	EXPRESS SIGN & NEON V012561	PARKING LOT ID SIGN	105211-6850 Building & Facilities	AP082823	13,770.00	CIPL082823-01	P13089	00128297	08/31/2023
					Check Total:	13,770.00			
MW OH	MOTOROLA SOLUTIONS V010749	800 MHZ UPGRADE	105525-6905 Principal/Bonds/COP's/Leases	AP082823	41,867.53	32100	P12975	00128298	08/31/2023

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					Check Total:	41,867.53			
MW OH	NAPA AUTO PARTS V011456	ON-VEHICLE DISC BRAKE LATHE	103658-6134 Vehicle Repair & Maintenance	AP082823	18,985.75	827315	P12982	00128299	08/31/2023
MW OH	NAPA AUTO PARTS V011456	SALES TAX	103658-6134 Vehicle Repair & Maintenance	AP082823	1,471.40	827315	P12982	00128299	08/31/2023
					Check Total:	20,457.15			
MW OH	OCPCA V010032	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP082823	50.00	HERREN82123		00128300	08/31/2023
					Check Total:	50.00			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP082823	45.25	70146		00128301	08/31/2023
					Check Total:	45.25			
MW OH	ORANGE COUNTY V000699	OCEA PE 8/19 PD 8/25	0054-2176 PCEA/OCEA Assoc Dues	AP082823	0.23	PR2301017		00128302	08/31/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 8/19 PD 8/25	0048-2176 PCEA/OCEA Assoc Dues	AP082823	13.29	PR2301017		00128302	08/31/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 8/19 PD 8/25	0037-2176 PCEA/OCEA Assoc Dues	AP082823	14.10	PR2301017		00128302	08/31/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 8/19 PD 8/25	0033-2176 PCEA/OCEA Assoc Dues	AP082823	11.55	PR2301017		00128302	08/31/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 8/19 PD 8/25	0029-2176 PCEA/OCEA Assoc Dues	AP082823	7.51	PR2301017		00128302	08/31/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 8/19 PD 8/25	0010-2176 PCEA/OCEA Assoc Dues	AP082823	484.62	PR2301017		00128302	08/31/2023
					Check Total:	531.30			
MW OH	PACIFIC EMBROIDERY V008348	SHIRTS EMBROIDERY - CODE ENF.	102533-6360 Uniforms	AP082823	122.50	89491		00128303	08/31/2023
					Check Total:	122.50			

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MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 8/19 PD 8/25	0054-2176 PCEA/OCEA Assoc Dues	AP082823	0.02	PR2301017		00128304	08/31/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 8/19 PD 8/25	0048-2176 PCEA/OCEA Assoc Dues	AP082823	1.15	PR2301017		00128304	08/31/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 8/19 PD 8/25	0037-2176 PCEA/OCEA Assoc Dues	AP082823	1.22	PR2301017		00128304	08/31/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 8/19 PD 8/25	0033-2176 PCEA/OCEA Assoc Dues	AP082823	1.00	PR2301017		00128304	08/31/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 8/19 PD 8/25	0029-2176 PCEA/OCEA Assoc Dues	AP082823	0.65	PR2301017		00128304	08/31/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 8/19 PD 8/25	0010-2176 PCEA/OCEA Assoc Dues	AP082823	41.96	PR2301017		00128304	08/31/2023
Check Total:					46.00				
MW OH	PEST OPTIONS INC V010037	CHAMPIONS SC - PEST CONTROL	104076-6130 Repair & Maint/Facilities	AP082823	2,330.00	429345		00128305	08/31/2023
Check Total:					2,330.00				
MW OH	POWERSTRIDE BATTERY V000785	COBATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP082823	257.08	C 553566		00128306	08/31/2023
Check Total:					257.08				
MW OH	PRUDENTIAL OVERALL V000836	8/2 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP082823	163.29	62831305	P12973	00128307	08/31/2023
MW OH	PRUDENTIAL OVERALL V000836	8/9 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP082823	163.29	62833213	P12973	00128307	08/31/2023
MW OH	PRUDENTIAL OVERALL V000836	8/16 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP082823	163.29	62835325	P12973	00128307	08/31/2023
Check Total:					489.87				
MW OH	REYES, STEFANIE ACOSTA V011470	APCO CONF REG, TRAVEL - REIMB	101515-6245 Meetings & Conferences	AP082823	1,049.84	082223		00128308	08/31/2023

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				Check Total:	1,049.84				
MW OH	RODRIGUEZ, PATRICIA V012651	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP082823	100.00	30-23-349		00128309	08/31/2023
				Check Total:	100.00				
MW OH	SDC LEGAL V012652	REFUND - DUPLICATE PAYMENT	100000-4101 Business License Fees	AP082823	113.00	083023		00128310	08/31/2023
MW OH	SDC LEGAL V012652	REFUND - DUPLICATE PAYMENT	0044-2032 SB 1186 BL State Fee	AP082823	4.00	083023		00128310	08/31/2023
				Check Total:	117.00				
MW OH	SECO ELECTRIC & LIGHTING V010182	DIMMERS	795305-6850 Building & Facilities	AP082823	9,834.22	8110	P13084	00128311	08/31/2023
				Check Total:	9,834.22				
MW OH	SELBERT PERKINS DESIGN V012172	JUL WAYFINDING DESIGN SVS	709201-6770 Infrastructure - Major Studies	AP082823	360.00	20230735	P13083	00128312	08/31/2023
MW OH	SELBERT PERKINS DESIGN V012172	JUL WAYFINDING DESIGN SVS	729201-6770 Infrastructure - Major Studies	AP082823	360.00	20230735	P13083	00128312	08/31/2023
				Check Total:	720.00				
MW OH	SHADER, RHONDA V010255	ANNAUL LEAGUE CONF EXPENSES	101001-6245 Meetings & Conferences	AP082823	172.50	08222023		00128313	08/31/2023
				Check Total:	172.50				
MW OH	SINATRA UNIFORMS INC V012644	PD MOTOR UNIFORM	103047-6360 Uniforms	AP082823	452.22	SU10644		00128314	08/31/2023
				Check Total:	452.22				
MW OH	SMITH, DONNA V001269	2023 SUMMER INSTRUCTOR	104071-6060 Instructional Services	AP082823	811.20	SUMMER 2023		00128315	08/31/2023
				Check Total:	811.20				
MW OH	SO CAL GAS	JUL-AUG GAS CHARGES	109595-6340	AP082823	532.56	082123		00128316	08/31/2023

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	V000909		Natural Gas						
				Check Total:	532.56				
MW OH	SO CAL LAND MAINTENANCE V011102	PARK MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP082823	2,104.94	10683		00128317	08/31/2023
				Check Total:	2,104.94				
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP082823	76.47	082223		00128318	08/31/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRICAL CHARGES	109595-6330 / 21010-6330 Electricity	AP082823	17.57	082223		00128318	08/31/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP082823	177.57	082223		00128318	08/31/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRICAL CHARGES	296561-6330 Electricity	AP082823	308.53	082223		00128318	08/31/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRICAL CHARGES	800000-6330 Electricity	AP082823	71.14	082223		00128318	08/31/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRICAL CHARGES	109595-6330 Electricity	AP082823	31,949.57	082223		00128318	08/31/2023
				Check Total:	32,600.85				
MW OH	SPECTRUM GAS PRODUCTS V011641	MEDICAL MASK/OXIGEN EQUIPMENT	03066-6362 Emergency Medical Supples	AP082823	1,695.95	00590096		00128319	08/31/2023
				Check Total:	1,695.95				
MW OH	SUSSEWELL, HAROLD V012648	SETTLEMENT	404582-6210 Liability Claims	AP082823	2,144.27	SETTLEMENT		00128320	08/31/2023
				Check Total:	2,144.27				
MW OH	SWANA V012650	MEMBERSHIP - E. ROBINSON	103550-6255 Dues & Memberships	AP082823	320.00	2024-1945793		00128321	08/31/2023
				Check Total:	320.00				
MW OH	SWANK MOTION PICTURES	MOVIE LICENSING FEE -SUMMER '23	104071-6299 / 79397-6299	AP082823	685.00	2021433	P12936	00128322	08/31/2023

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	V004927		Other Purchased Services						
MW OH	SWANK MOTION PICTURES V004927	MOVIE LICENSING FEE -SUMMER '23	104071-6299 / 79397-6299 Other Purchased Services	AP082823	2,845.00	2021434	P12936	00128322	08/31/2023
				Check Total:	3,530.00				
MW OH	TASKA, KAREL V012649	REFUND CIT# 2331101, 2331102	102533-4411 Administrative Citations	AP082823	300.00	CE23-311		00128323	08/31/2023
				Check Total:	300.00				
MW OH	TEAM ONE MANAGEMENT V010070	JUL PARK RESTROOMS JANITORIAL	104076-6290 Dept. Contract Services	AP082823	7,231.25	87	P13060	00128324	08/31/2023
MW OH	TEAM ONE MANAGEMENT V010070	PARK RESTROOMS -ADDT'L WORK	104076-6290 Dept. Contract Services	AP082823	1,390.00	87-X	P13060	00128324	08/31/2023
				Check Total:	8,621.25				
MW OH	THE BRUERY LLC V011645	SMALL BUSINESS GRANT	302534-6401 / 232502-6401 Community Programs	AP082823	25,000.00	1	P13058	00128325	08/31/2023
				Check Total:	25,000.00				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP082823	271.82	70163		00128326	08/31/2023
				Check Total:	271.82				
MW OH	TURBO DATA SYSTEMS INC V001238	JUL PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP082823	1,289.99	40748	P13052	00128327	08/31/2023
				Check Total:	1,289.99				
MW OH	UNIQUE PRINTING V010259	BUSINESS CARDS	103040-6230 Printing & Binding	AP082823	69.06	45262		00128328	08/31/2023
				Check Total:	69.06				
MW OH	US BANK PARS #6746022400 V008781	PARS PE 8/19 PD 8/25	0010-2131 Employer PARS/ARS Payable	AP082823	2,418.64	PR2301017		00128329	08/31/2023
				Check Total:	2,418.64				

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MW OH	US BANK PARS #6746022400 V008781	PARS PE 8/19 PD 8/25	0010-2126 Employee PARS/ARS W/H	AP082823	2,418.64	PR2301017		00128330	08/31/2023
					Check Total:	2,418.64			
MW OH	VERIZON WIRELESS V010521	SMS CONTENT PPD CASE 22-03128	103042-6290 Dept. Contract Services	AP082823	50.00	9022326171		00128331	08/31/2023
					Check Total:	50.00			
MW OH	VESERIS V012647	HERBICIDES & PESTICIDES	103655-6301 Special Department Expenses	AP082823	2,232.63	IN-4149215		00128332	08/31/2023
					Check Total:	2,232.63			
MW OH	WAYMAKERS V012646	RESTITUTION CASE# 20NM11275	103040-4741 Reimbursements - SART Exam	AP082823	300.00	20NM11275		00128333	08/31/2023
					Check Total:	300.00			
MW OH	WEST COAST ARBORISTS IN@/1-15 IVY WALL PRUNING V001124		103655-6116 Tree Maintenance	AP082823	625.00	202359	P13061	00128334	08/31/2023
MW OH	WEST COAST ARBORISTS IN@/1-15 IVY WALL PRUNING V001124		173555-6116 Tree Maintenance	AP082823	625.00	202359	P13061	00128334	08/31/2023
MW OH	WEST COAST ARBORISTS IN@/1-15 GRID & PALM PRUNING V001124		103655-6116 Tree Maintenance	AP082823	12,035.00	202362	P13061	00128334	08/31/2023
MW OH	WEST COAST ARBORISTS IN@/1-15 GRID & PALM PRUNING V001124		173555-6116 Tree Maintenance	AP082823	12,035.00	202362	P13061	00128334	08/31/2023
MW OH	WEST COAST ARBORISTS IN@/16-31 TREE TRIMMING SVS V001124		103655-6116 Tree Maintenance	AP082823	40,678.00	202804	P13061	00128334	08/31/2023
MW OH	WEST COAST ARBORISTS IN@/16-31 TREE TRIMMING SVS V001124		173555-6116 Tree Maintenance	AP082823	40,678.00	202804	P13061	00128334	08/31/2023
					Check Total:	106,676.00			
MW OH	YORBA LINDA WATER V001148	JUN-JUL WATER CHARGES	109595-6335 Water	AP082823	271.52	082123		00128335	08/31/2023
					Check Total:	271.52			

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MW OH	ADMINSURE V004980	JUL WC CLAIM ADMINISTRATION	404580-6025 Third Party Administration	AP090523	4,995.00	16281	P13104	00128336	09/07/2023
Check Total:					4,995.00				
MW OH	AMAZON CAPITAL SERVICES V012336	TRAFFIC CONTROL HANDBOOK	103658-6301 Special Department Expenses	AP090523	47.35	11L1-LHR9-		00128337	09/07/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103650-6315 Office Supplies	AP090523	73.92	11L1-LHR9-		00128337	09/07/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102532-6315 Office Supplies	AP090523	17.61	17Q7-6663-		00128337	09/07/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101512-6315 Office Supplies	AP090523	26.58	1DXG-W9LC-		00128337	09/07/2023
MW OH	AMAZON CAPITAL SERVICES V012336	ERGONOMIC CHAIR	101512-6301 Special Department Expenses	AP090523	97.16	1J94-YT4R-		00128337	09/07/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	104072-6315 Office Supplies	AP090523	373.65	1PXT-44KG-		00128337	09/07/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP090523	123.67	1RXY-RFYT-		00128337	09/07/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES - RETURN	101512-6315 Office Supplies	AP090523	-2.88	1V6Y-RJWF-		00128337	09/07/2023
MW OH	AMAZON CAPITAL SERVICES V012336	BIRD SPIKES	105211-6850 / 105211-6850 Building & Facilities	AP090523	107.65	1XH9-J4YM-		00128337	09/07/2023
Check Total:					864.71				
MW OH	AMERICAN OFFICE V009212	OLD CH OFFICE FURNITURE	103065-6301 Special Department Expenses	AP090523	1,800.85	14349		00128338	09/07/2023
Check Total:					1,800.85				
MW OH	ANAHEIM ICE V000318	SUMMER '23 - INSTRUCTOR	104071-6060 Instructional Services	AP090523	308.75	SUMMER 2023		00128339	09/07/2023
Check Total:					308.75				

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MW OH	ANTHEM LIFE INSURANCE V000046	SEP - LIFE: SMITH, WARD	395083-5163 Life Insurance Premiums	AP090523	5.00	SEPTEMBER202		00128340	09/07/2023
					Check Total:	5.00			
MW OH	AT&T V004144	JUL-AUG PHONE SERVICE	109595-6215 Telephone/Internet	AP090523	399.57	082923		00128341	09/07/2023
MW OH	AT&T V004144	JUL-AUG PHONE SERVICE	296561-6215 Telephone/Internet	AP090523	78.30	082923		00128341	09/07/2023
					Check Total:	477.87			
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6301 Special Department Expenses	AP090523	6.53	604532		00128342	09/07/2023
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6301 Special Department Expenses	AP090523	208.97	604857		00128342	09/07/2023
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6301 Special Department Expenses	AP090523	40.43	606057		00128342	09/07/2023
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6301 Special Department Expenses	AP090523	1.94	606068		00128342	09/07/2023
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6301 Special Department Expenses	AP090523	16.15	606701		00128342	09/07/2023
					Check Total:	274.02			
MW OH	BAEZ, JO V012233	HR INTERVIEW SUPPLIES	101512-6301 Special Department Expenses	AP090523	94.80	082423		00128343	09/07/2023
					Check Total:	94.80			
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP090523	100.00	30-23-383		00128344	09/07/2023
					Check Total:	100.00			
MW OH	BRENNAN ESTIMATING V011259	4/24 FIRE & SECURITY ALARM SVS	103654-6127 Alarm Monitoring	AP090523	455.00	10079	P13006	00128345	09/07/2023
					Check Total:	455.00			

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MW OH	CHARTER COMMUNICATIONS V012060	8/21-9/20 BWC INTERNET	109595-6215 Telephone/Internet	AP090523	1,308.60	11980240108222		00128346	09/07/2023
					Check Total:	1,308.60			
MW OH	CITY OF ANAHEIM V010186	7/18-8/16 SHARED TS ELECTRIC	109595-6330 Electricity	AP090523	63.03	081823		00128347	09/07/2023
					Check Total:	63.03			
MW OH	CLEVELAND, ALAN V012655	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090523	131.06	CLEVELAND83		00128348	09/07/2023
					Check Total:	131.06			
MW OH	CLIFTONLARSONALLEN LL V012348	FINANCIAL AUDIT SVS	102020-6010 Accounting & Auditing Service	AP090523	1,697.50	3852015		00128349	09/07/2023
					Check Total:	1,697.50			
MW OH	COUNTY OF ORANGE V005595	UNDERGROUND STORAGE TANK	103658-6257 Licenses & Permits	AP090523	1,274.00	IN2649573		00128350	09/07/2023
MW OH	COUNTY OF ORANGE V005595	HAZMAT CHEMICAL DISCLOSURE	103658-6301 Special Department Expenses	AP090523	140.00	IN2649805		00128350	09/07/2023
					Check Total:	1,414.00			
MW OH	COUNTY OF ORANGE V008881	PRE-BOOKING, PRISONER FORMS	103040-6230 Printing & Binding	AP090523	217.70	SH 66203		00128351	09/07/2023
					Check Total:	217.70			
MW OH	CREATIVE BRAIN LEARNING V012560	SUMMER '23 - INSTRUCTOR	104071-6060 Instructional Services	AP090523	682.50	SUMMER 2023		00128352	09/07/2023
					Check Total:	682.50			
MW OH	DAVID TAUSSIG AND V001040	JUL CONSULTANT FEES	109595-6999 Other Expenditure	AP090523	1,027.43	2307124	P13091	00128353	09/07/2023
					Check Total:	1,027.43			
MW OH	EJ WARD INC	VEHICLE DATA COLLECTOR	103658-6301	AP090523	430.31	0084196-IN		00128354	09/07/2023

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	V001108		Special Department Expenses						
				Check Total:	430.31				
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP090523	32.42	102-193941	P13045	00128355	09/07/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP090523	21.00	102-194187	P13045	00128355	09/07/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP090523	15.09	12-5455858	P13045	00128355	09/07/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP090523	30.57	12-5468274	P13045	00128355	09/07/2023
				Check Total:	99.08				
MW OH	FIRST AMERICAN TITLE V010448	CLTA COND. OF TITLE GUARANTEE	331801-6740 Infrastructure - Streets	AP090523	400.00	1250128787		00128356	09/07/2023
				Check Total:	400.00				
MW OH	GONZALEZ, SANDRA V010618	LADSCAPE ARCHITECTURAL SVS	102531-6099 Professional Services	AP090523	2,640.00	2694	P13110	00128357	09/07/2023
				Check Total:	2,640.00				
MW OH	GRAVES & KING LLP V012653	LITIGATION SERVICES	404582-6006 Litigation	AP090523	1,870.50	626		00128358	09/07/2023
				Check Total:	1,870.50				
MW OH	GRIFFITH, CHELSIE V012175	PD TRAINING MEALS, MILEAGE	103043-6250 Staff Training	AP090523	305.90	SUMMER 2023		00128359	09/07/2023
				Check Total:	305.90				
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC MARKERS	103652-6305 Traffic Control Devices	AP090523	24.80	145965		00128360	09/07/2023
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC MARKERS	103652-6305 Traffic Control Devices	AP090523	226.53	146376		00128360	09/07/2023
MW OH	HI-WAY SAFETY RENTALS	TRAFFIC MARKERS	103652-6301	AP090523	220.89	146377		00128360	09/07/2023

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	V000459		Special Department Expenses					
MW OH	HI-WAY SAFETY RENTALS V000459	CREDIT - RETURN	103652-6305 Traffic Control Devices	AP090523	-178.18 3732		00128360	09/07/2023
				Check Total:	294.04			
MW OH	I CREATE PROFESSIONALS V012502	8/9,11,16 COACHING SESSIONS	101515-6301 Special Department Expenses	AP090523	1,375.00 8118		00128361	09/07/2023
MW OH	I CREATE PROFESSIONALS V012502	PROFESSIONAL SVS	101515-6301 Special Department Expenses	AP090523	4,050.00 4424	P13096	00128361	09/07/2023
				Check Total:	5,425.00			
MW OH	KIM, BRANDON V012386	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090523	131.06 KIM083023		00128362	09/07/2023
				Check Total:	131.06			
MW OH	KING ROOFING V011536	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP090523	100.00 30-22-272		00128363	09/07/2023
MW OH	KING ROOFING V011536	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP090523	100.00 30-23-339		00128363	09/07/2023
				Check Total:	200.00			
MW OH	KOA HILLS CONSULTING LL V011519	7-18 CONSULTING SVS	102020-6099 Professional Services	AP090523	2,537.50 10057	P13026	00128364	09/07/2023
				Check Total:	2,537.50			
MW OH	LAGUNA 3P PRO V012645	PATROL SERGEANT BOARDS	103041-6301 Special Department Expenses	AP090523	1,948.12 12154		00128365	09/07/2023
				Check Total:	1,948.12			
MW OH	LN CURTIS & SONS V011267	ID PATCHES	103041-6360 Uniforms	AP090523	291.99 INV737617		00128366	09/07/2023
MW OH	LN CURTIS & SONS V011267	EXTRNAL CARRIER VESTS	103041-6360 Uniforms	AP090523	1,752.80 INV738023		00128366	09/07/2023
MW OH	LN CURTIS & SONS	PD UNIFORMS - SERVIN	103047-6360	AP090523	184.00 INV737252	P13019	00128366	09/07/2023

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	V011267		Uniforms						
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - TEJEDA	103041-6360 Uniforms	AP090523	192.27	INV737380	P13019	00128366	09/07/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - RODRIGUEZ	103041-6360 Uniforms	AP090523	217.15	INV739607	P13019	00128366	09/07/2023
Check Total:					2,638.21				
MW OH	MARTINEZ, JOHN V010060	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090523	31.74	MARTINEZ8312		00128367	09/07/2023
Check Total:					31.74				
MW OH	MARTINEZ, JOHN V010060	TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP090523	1,561.50	22-17		00128368	09/07/2023
Check Total:					1,561.50				
MW OH	MC FADDEN-DALE V000635	FLEET MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP090523	17.67	521947/5		00128369	09/07/2023
Check Total:					17.67				
MW OH	MESTAZ, MATT V012654	PARTIAL PERMIT REFUND	102532-4166 Heat/Ventilation Air Cond	AP090523	217.00	B23-2093		00128370	09/07/2023
Check Total:					217.00				
MW OH	MILL STREET DESIGN V003234	HISTORICAL COMMITTEE AFGHANS	0044-2066 Historical Outreach	AP090523	1,242.00	1322		00128371	09/07/2023
Check Total:					1,242.00				
MW OH	MUNICIPAL EMERGENCY V011423	PERSONAL PROTECTIVE EQUIPMENT	03066-6361 Personal Protection Equipment	AP090523	139.46	IN1924941	P12988	00128372	09/07/2023
Check Total:					139.46				
MW OH	NAHILL, PATRICIA V011087	PROFESSIONAL SVS - VISTA ROSE	102531-6099 / 232503-6099 Professional Services	AP090523	1,500.00	433	P13101	00128373	09/07/2023
MW OH	NAHILL, PATRICIA	PROFESSIONAL SVS -	102531-6099 / 45069-6099	AP090523	3,000.00	435	P13101	00128373	09/07/2023

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	V011087		Professional Services						
MW OH	NAHILL, PATRICIA V011087	PROFESSIONAL SVS	102531-6099 / 45069-6099 Professional Services	AP090523	5,700.00	436	P13101	00128373	09/07/2023
				Check Total:	10,200.00				
MW OH	OMEGA INDUSTRIAL SUPPLY V011740	GRAFFITI REMOVER	103652-6132 Repair & Maintenance/Streets	AP090523	534.13	151753		00128374	09/07/2023
				Check Total:	534.13				
MW OH	PACIFIC EMBROIDERY V008348	EMBROIDERY - CITY LOGO	103654-6301 Special Department Expenses	AP090523	222.00	89443		00128375	09/07/2023
				Check Total:	222.00				
MW OH	PHONE SUPPLEMENTS V012311	DISPATCH HEADSETS, PHONE EQUIP	101515-6137 Repair Maint/Equipment	AP090523	738.15	128409		00128376	09/07/2023
				Check Total:	738.15				
MW OH	POWERSTRIDE BATTERY V000785	COBATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP090523	227.64	C 68945		00128377	09/07/2023
				Check Total:	227.64				
MW OH	QUENCH USA V012472	SEP PD WATER & ICE MACHINE	103041-6301 Special Department Expenses	AP090523	170.80	INV06217632		00128378	09/07/2023
				Check Total:	170.80				
MW OH	RHA LANDSCAPE V011993	6/26-7/25 LA PLACITA PARKETTE	507911-6760 Infrastructure - Parks	AP090523	1,459.00	0720240	P13100	00128379	09/07/2023
				Check Total:	1,459.00				
MW OH	RIVERSIDE COUNTY V008065	PD FIRST AID/CPR/AED INSTRUCTOR	103041-6250 Staff Training	AP090523	268.00	LEMUS83123		00128380	09/07/2023
				Check Total:	268.00				
MW OH	ROADLINE PRODUCTS V004083	CITY TRUCK MAINT - PARTS/LABOR	103658-6134 Vehicle Repair & Maintenance	AP090523	2,234.63	18916		00128381	09/07/2023

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				Check Total:	2,234.63				
MW OH	RUGGLES, JESSICA V012640	SUMMER '23 - INSTRUCTOR	104071-6060 Instructional Services	AP090523	727.20	SUMMER 2023		00128382	09/07/2023
				Check Total:	727.20				
MW OH	SANTA ANA RIVER FLOOD V000943	FY 2023-24 - SARFPA MEMBERSHIP	101001-6255 Dues & Memberships	AP090523	1,300.00	080923		00128383	09/07/2023
				Check Total:	1,300.00				
MW OH	SECO ELECTRIC & LIGHTING V010182	POWER LOGGER INSTALLATION	103654-6130 Repair & Maint/Facilities	AP090523	1,800.00	8111		00128384	09/07/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	LED/SOCKETS	103654-6130 Repair & Maint/Facilities	AP090523	566.99	8113		00128384	09/07/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHTING REPAIR MATERIALS	103654-6130 Repair & Maint/Facilities	AP090523	1,009.56	8134		00128384	09/07/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHTING REPAIR MATERIALS	103654-6130 / 21008-6130 Repair & Maint/Facilities	AP090523	274.17	8134		00128384	09/07/2023
				Check Total:	3,650.72				
MW OH	SO CAL GAS V000909	JUL-AUG WATER CHARGES	109595-6340 Natural Gas	AP090523	32.15	082923		00128385	09/07/2023
				Check Total:	32.15				
MW OH	SOLAR ART V012539	WINDOW TINTING PED BRIDGE- DEPI	103654-6130 Repair & Maint/Facilities	AP090523	3,063.60	1015665D	P13029	00128386	09/07/2023
				Check Total:	3,063.60				
MW OH	SOUTH COAST AQMD V001190	LIQ FUEL DISPENSIG SYS- PERMIT	103654-6257 Licenses & Permits	AP090523	298.50	4217382		00128387	09/07/2023
MW OH	SOUTH COAST AQMD V001190	EMISSIONS FEE- PERMIT	103654-6257 Licenses & Permits	AP090523	160.35	4218516		00128387	09/07/2023
				Check Total:	458.85				
MW OH	SOUTHERN CALIFORNIA	T2 REPAIRS	103066-6134	AP090523	905.81	OC25285		00128388	09/07/2023

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For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012325		Vehicle Repair & Maintenance						
MW OH	SOUTHERN CALIFORNIA V012325	T2 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP090523	1,078.65	OC25302		00128388	09/07/2023
				Check Total:	1,984.46				
MW OH	T-MOBILE V004339	7/21-/20 HVAC CONTROLLER INT.	109595-6215 Telephone/Internet	AP090523	62.88	990643611		00128389	09/07/2023
				Check Total:	62.88				
MW OH	THE ART OF DANCE & V011508	SUMMER '23 INSTRUCTOR	104071-6060 Instructional Services	AP090523	617.50	SUMMER 2023		00128390	09/07/2023
				Check Total:	617.50				
MW OH	THE BEE MAN V000117	8/9 BEE REMOVAL SVS	103655-6301 Special Department Expenses	AP090523	245.00	124720		00128391	09/07/2023
				Check Total:	245.00				
MW OH	TRAFFIC MANAGEMENT V008463	ROADMAX PAINT	103652-6301 Special Department Expenses	AP090523	580.07	06-10136		00128392	09/07/2023
MW OH	TRAFFIC MANAGEMENT V008463	ROADMAX PAINT	103652-6301 Special Department Expenses	AP090523	799.67	06-10260		00128392	09/07/2023
				Check Total:	1,379.74				
MW OH	TRILLIUM CNG (1720) V007952	JUL CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP090523	18.64	231045076		00128393	09/07/2023
				Check Total:	18.64				
MW OH	US BANK V003824	7/1/23-6/30/24 ADMIN FEES	547525-6030 Trustee Fees	AP090523	2,500.00	6998126		00128394	09/07/2023
				Check Total:	2,500.00				
MW OH	V MONTOYA ENTERPRISES V012358	PLANTS	800000-6115 Landscaping	AP090523	838.35	30545		00128395	09/07/2023
				Check Total:	838.35				

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For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VERIZON WIRELESS V008735	7/21-8/20 PD DEVICES INTERNET	109595-6215 Telephone/Internet	AP090523	3,600.03	9942493546		00128396	09/07/2023
MW OH	VERIZON WIRELESS V008735	7/21-8/20 IPADS INTERNET	109595-6215 Telephone/Internet	AP090523	265.64	9942493548		00128396	09/07/2023
MW OH	VERIZON WIRELESS V008735	7/21-8/20 COUNCIL IPADS INT	109595-6215 Telephone/Internet	AP090523	179.26	9942493549		00128396	09/07/2023
Check Total:					4,044.93				
MW OH	WELLS FARGO VENDOR FIN V010076	7/15-8/14 COPIER SVS	109595-6175 Office Equipment Rental	AP090523	219.89	5025756510	P13103	00128397	09/07/2023
MW OH	WELLS FARGO VENDOR FIN V010076	7/15-8/14 COPIER/PRINTER SVS	109595-6175 Office Equipment Rental	AP090523	5,216.89	5025756511	P13103	00128397	09/07/2023
Check Total:					5,436.78				
MW OH	WEST GROVE VOLLEYBALLS V011359	SUMMER '23 - INSTRUCTOR	104071-6060 Instructional Services	AP090523	1,117.20	SUMMER 2023		00128398	09/07/2023
Check Total:					1,117.20				
Type Total:					879,465.06				
Check Total:					879,465.06				

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ACH Check Register

For 09/19/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 780,138.95

Check Totals by ID

AP	780,138.95
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 780,138.95

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	446,405.52
208-Sccssr Agncy Ret Oblg (0054)	1,413.72
227-Explorer Grant NOC (0076)	148.40
228-NOC-Public Safety Grant(0061)	78.57
231-Placentia Reg Nav Cent(0078)	3,594.47
240-Sewer Construction (0024)	988.47
265-Landscape Maintenance (0029)	1,532.10
275-Sewer Maintenance (0048)	6,987.90
401-City Capital Projects (0033)	1,295.93
501-Refuse Administration (0037)	5,285.00
601-Employee Health & Wlfre (0039)	311,114.92
605-Risk Management (0040)	1,293.95

Check Total: 780,138.95

ACH Payroll Direct Deposit for 09/08/2023: 585,877.37

Electronic Disbursement Total: 1,366,016.32

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

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For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALDWIR, MAMOUN E000113	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,293.00	SEP 2023		00017695	08/31/2023
				Check Total:	1,293.00				
MW OH	ANDERSON, MARLA E000071	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017696	08/31/2023
				Check Total:	533.78				
MW OH	ARMSTRONG, JOHN T E000046	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,143.00	SEP 2023		00017697	08/31/2023
				Check Total:	1,143.00				
MW OH	AUDISS, JAY SCOTT E000125	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,821.00	SEP 2023		00017698	08/31/2023
				Check Total:	1,821.00				
MW OH	BABCOCK, CHARLES A E000015	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	314.00	SEP 2023		00017699	08/31/2023
				Check Total:	314.00				
MW OH	BEALS, SHARLENE E000076	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	191.39	SEP 2023		00017700	08/31/2023
				Check Total:	191.39				
MW OH	BERMUDEZ, ALBERT E000124	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	571.00	SEP 2023		00017701	08/31/2023
				Check Total:	571.00				
MW OH	BUNNELL, DONALD E000062	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017702	08/31/2023
				Check Total:	533.78				
MW OH	BURGNER, ARTHUR E000074	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017703	08/31/2023
				Check Total:	533.78				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	BUSSE, MICHAEL E000131	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,391.00	SEP 2023		00017704	08/31/2023
					Check Total:	1,391.00			
MW OH	CHANDLER, JOHN P E000109	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,391.00	SEP 2023		00017705	08/31/2023
					Check Total:	1,391.00			
MW OH	CHANG, ROBERT E000107	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,288.00	SEP 2023		00017706	08/31/2023
					Check Total:	1,288.00			
MW OH	COBBETT, GEOFFREY E000007	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017707	08/31/2023
					Check Total:	533.78			
MW OH	COOK, ARLENE M E000018	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017708	08/31/2023
					Check Total:	533.78			
MW OH	D'AMATO, ROBERT E000056	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	191.39	SEP 2023		00017709	08/31/2023
					Check Total:	191.39			
MW OH	DAVID, PRESTON E000112	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017710	08/31/2023
					Check Total:	533.78			
MW OH	DAVIS, CAROLYN E000005	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017711	08/31/2023
					Check Total:	533.78			
MW OH	DEAN, ANDREW E000135	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,821.00	SEP 2023		00017712	08/31/2023
					Check Total:	1,821.00			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DELOS SANTOS, JAMIE E000045	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	185.29	SEP 2023		00017713	08/31/2023
				Check Total:	185.29				
MW OH	DICKSON, ROBERTA JO E000011	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	191.39	SEP 2023		00017714	08/31/2023
				Check Total:	191.39				
MW OH	DOWNEY, CAROL E000082	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017715	08/31/2023
				Check Total:	533.78				
MW OH	ECKENRODE, NORMAN E000029	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017716	08/31/2023
				Check Total:	533.78				
MW OH	ESCOBOSA, LILLIAN E000055	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017717	08/31/2023
				Check Total:	533.78				
MW OH	ESPINOZA, ROSALINDA E000016	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	571.00	SEP 2023		00017718	08/31/2023
				Check Total:	571.00				
MW OH	FRICKE, JUERGEN E000075	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	879.00	SEP 2023		00017719	08/31/2023
				Check Total:	879.00				
MW OH	FULLER, GLENN H E000081	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	879.00	SEP 2023		00017720	08/31/2023
				Check Total:	879.00				
MW OH	GALLANT, KAREN E000008	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017721	08/31/2023
				Check Total:	533.78				

City of Placentia
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For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GARNER, JO ANN E000047	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	191.39	SEP 2023		00017722	08/31/2023
					Check Total:	191.39			
MW OH	GARNER, KITTY E000080	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	876.44	SEP 2023		00017723	08/31/2023
					Check Total:	876.44			
MW OH	GRIMM, DENNIS L E000042	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	314.00	SEP 2023		00017724	08/31/2023
					Check Total:	314.00			
MW OH	HOLTSCLAW, KATHERINE E000121	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	571.00	SEP 2023		00017725	08/31/2023
					Check Total:	571.00			
MW OH	IRVINE, SUZETTE E000019	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017726	08/31/2023
					Check Total:	533.78			
MW OH	JENKINS, ROBERT E000084	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	689.04	SEP 2023		00017727	08/31/2023
					Check Total:	689.04			
MW OH	JOHNSON, SHARON E000099	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	191.39	SEP 2023		00017728	08/31/2023
					Check Total:	191.39			
MW OH	JONES, ROBERT E000053	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	148.68	SEP 2023		00017729	08/31/2023
					Check Total:	148.68			
MW OH	JUAREZ, JANET E000134	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	148.68	SEP 2023		00017730	08/31/2023
					Check Total:	148.68			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JUDD, TERRELL E000115	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,000.50	SEP 2023		00017731	08/31/2023
					Check Total:	1,000.50			
MW OH	KIRKLAND, RICHARD L E000110	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	148.68	SEP 2023		00017732	08/31/2023
					Check Total:	148.68			
MW OH	LITTLE, DIANE M E000098	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	269.02	SEP 2023		00017733	08/31/2023
					Check Total:	269.02			
MW OH	LOOMIS, CORINNE E000122	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	571.00	SEP 2023		00017734	08/31/2023
					Check Total:	571.00			
MW OH	LOWREY, B J E000041	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	314.00	SEP 2023		00017735	08/31/2023
					Check Total:	314.00			
MW OH	MAERTZWEILER, MICHAEL E000032	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017736	08/31/2023
					Check Total:	533.78			
MW OH	MILANO, JAMES E000054	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017737	08/31/2023
					Check Total:	533.78			
MW OH	MILLER, RICHARD E000106	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,143.00	SEP 2023		00017738	08/31/2023
					Check Total:	1,143.00			
MW OH	NAJERA, JOSEPH D. E000136	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	571.00	SEP 2023		00017739	08/31/2023
					Check Total:	571.00			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	OLEA, ARLENE J E000014	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017740	08/31/2023
					Check Total:	533.78			
MW OH	PALMER, GEORGE E000094	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,143.00	SEP 2023		00017741	08/31/2023
					Check Total:	1,143.00			
MW OH	PASCARELLA, RICHARD E000129	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,821.00	SEP 2023		00017742	08/31/2023
					Check Total:	1,821.00			
MW OH	PASCUA, RAYNALD E000114	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,726.00	SEP 2023		00017743	08/31/2023
					Check Total:	1,726.00			
MW OH	PASPALL, MIHAJLO E000085	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	448.36	SEP 2023		00017744	08/31/2023
					Check Total:	448.36			
MW OH	PEREZ, ROBERT E000111	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	148.68	SEP 2023		00017745	08/31/2023
					Check Total:	148.68			
MW OH	PICHON, WALTER E000103	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	269.02	SEP 2023		00017746	08/31/2023
					Check Total:	269.02			
MW OH	PINEDA, MATEO E000127	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	415.50	SEP 2023		00017747	08/31/2023
					Check Total:	415.50			
MW OH	PISCHEL, STEPHEN E000130	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	876.17	SEP 2023		00017748	08/31/2023
					Check Total:	876.17			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	POINT, ERIC E000133	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,821.00	SEP 2023		00017749	08/31/2023
					Check Total:	1,821.00			
MW OH	REDIFER, KIM R E000022	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	879.00	SEP 2023		00017750	08/31/2023
					Check Total:	879.00			
MW OH	RENDEN, BRIAN E000083	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	448.36	SEP 2023		00017751	08/31/2023
					Check Total:	448.36			
MW OH	REYES, ROGER T E000024	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017752	08/31/2023
					Check Total:	533.78			
MW OH	REYNOLDS, MATTHEW E000132	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	571.00	SEP 2023		00017753	08/31/2023
					Check Total:	571.00			
MW OH	RICE, RUSSELL J E000059	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,391.00	SEP 2023		00017754	08/31/2023
					Check Total:	1,391.00			
MW OH	RIVERA, AIDA E000026	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	191.39	SEP 2023		00017755	08/31/2023
					Check Total:	191.39			
MW OH	ROACH, MICHAEL E000105	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,391.00	SEP 2023		00017756	08/31/2023
					Check Total:	1,391.00			
MW OH	ROBB, SANDRA E000043	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	191.39	SEP 2023		00017757	08/31/2023
					Check Total:	191.39			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ROSE, RICHARD D E000050	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,288.00	SEP 2023		00017758	08/31/2023
					Check Total:	1,288.00			
MW OH	SALE, LEE R E000031	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017759	08/31/2023
					Check Total:	533.78			
MW OH	SANCHEZ, LAURA E000058	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	191.39	SEP 2023		00017760	08/31/2023
					Check Total:	191.39			
MW OH	SCHLIEDER, BEVERLY E000120	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	876.44	SEP 2023		00017761	08/31/2023
					Check Total:	876.44			
MW OH	SMITH, WARD E000128	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	584.00	SEP 2023		00017762	08/31/2023
					Check Total:	584.00			
MW OH	SOTO, PHILIP J E000052	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017763	08/31/2023
					Check Total:	533.78			
MW OH	SPRAGUE, GARY A E000064	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,685.00	SEP 2023		00017764	08/31/2023
					Check Total:	1,685.00			
MW OH	STEPHEN, JEFFREY E000119	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,288.00	SEP 2023		00017765	08/31/2023
					Check Total:	1,288.00			
MW OH	TAYLOR, DAVID M E000088	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	584.00	SEP 2023		00017766	08/31/2023
					Check Total:	584.00			

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MW OH	TAYLOR, LINDA E000126	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	529.37	SEP 2023		00017767	08/31/2023
					Check Total:	529.37			
MW OH	THOMANN, DARYLL L E000101	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	533.78	SEP 2023		00017768	08/31/2023
					Check Total:	533.78			
MW OH	TRIFOS, WILLIAM E000104	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	879.00	SEP 2023		00017769	08/31/2023
					Check Total:	879.00			
MW OH	VALENTINE, THOMAS E000118	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	584.00	SEP 2023		00017770	08/31/2023
					Check Total:	584.00			
MW OH	VERSTYNEN, WILLIAM E000092	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	148.68	SEP 2023		00017771	08/31/2023
					Check Total:	148.68			
MW OH	WAHL, KATHLEEN A E000030	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	191.00	SEP 2023		00017772	08/31/2023
					Check Total:	191.00			
MW OH	WIEST, STEPHEN E000079	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	534.00	SEP 2023		00017773	08/31/2023
					Check Total:	534.00			
MW OH	WORDEN, LARRY M E000116	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	584.00	SEP 2023		00017774	08/31/2023
					Check Total:	584.00			
MW OH	YAMAGUCHI, BRIAN E000123	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,391.00	SEP 2023		00017775	08/31/2023
					Check Total:	1,391.00			

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MW OH	ZINN, JOHN E000009	SEP 23 - MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP23	1,293.00	SEP 2023		00017776	08/31/2023
					Check Total:	1,293.00			
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA PE 8/19 PD 8/25	0010-2178 Placentia Police Assoc Dues	PY2301017	800.00	PR2301017		00017777	08/31/2023
					Check Total:	800.00			
MW OH	PLACENTIA POLICE V000839	PPFMA PE 8/19 PD 8/25	0010-2180 Police Mgmt Assn Dues	PY2301017	1,378.40	PR2301017		00017778	08/31/2023
					Check Total:	1,378.40			
MW OH	PLACENTIA POLICE V003519	PPOA PE 8/19 PD 8/25	0010-2178 Placentia Police Assoc Dues	PY2301017	2,772.18	PR2301017		00017779	08/31/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 8/19 PD 8/25	0076-2178 Placentia Police Assoc Dues	PY2301017	3.38	PR2301017		00017779	08/31/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 8/19 PD 8/25	0078-2178 Placentia Police Assoc Dues	PY2301017	44.00	PR2301017		00017779	08/31/2023
					Check Total:	2,819.56			
MW OH	AMERICAN FIDELITY V010011	FSA PE 8/19 PD 8/25	0054-2188 Health Care SSA	ACH083023	6.41	2178144A		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 8/19 PD 8/25	0048-2188 Health Care SSA	ACH083023	36.35	2178144A		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 8/19 PD 8/25	0037-2188 Health Care SSA	ACH083023	10.57	2178144A		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 8/19 PD 8/25	0010-2188 Health Care SSA	ACH083023	1,362.14	2178144A		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 8/19 PD 8/25	0010-2190 Dependent Care SSA	ACH083023	233.33	2178144A		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	PR# 016, 017	395000-2187 Voluntary Plan Life	ACH083023	2,117.34	D624974		00017780	08/31/2023

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MW OH	AMERICAN FIDELITY V010011	PR# 016, 017	0076-2155 Per Sec Plan - Opt. Life	ACH083023	1.88	D624974		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	PR# 016, 017	0054-2155 Per Sec Plan - Opt. Life	ACH083023	5.13	D624974		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	PR# 016, 017	0048-2155 Per Sec Plan - Opt. Life	ACH083023	109.90	D624974		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	PR# 016, 017	0037-2155 Per Sec Plan - Opt. Life	ACH083023	18.00	D624974		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	PR# 016, 017	0029-2155 Per Sec Plan - Opt. Life	ACH083023	49.34	D624974		00017780	08/31/2023
MW OH	AMERICAN FIDELITY V010011	PR# 016, 017	0010-2155 Per Sec Plan - Opt. Life	ACH083023	2,581.29	D624974		00017780	08/31/2023
Check Total:					6,531.68				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0033-2150 Survivor Benefit Package	ACH083023	1.39	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0010-2150 Survivor Benefit Package	ACH083023	135.05	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0024-2150 Survivor Benefit Package	ACH083023	0.93	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0078-2150 Survivor Benefit Package	ACH083023	0.92	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0024-2140 Employee PERS W/H	ACH083023	987.54	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0029-2140 Employee PERS W/H	ACH083023	557.42	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0037-2140 Employee PERS W/H	ACH083023	1,590.61	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0037-2145 Employee PERS Payback W/H	ACH083023	18.11	PR2301015		00017781	08/31/2023

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0033-2140 Employee PERS W/H	ACH083023	447.76	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0029-2145 Employee PERS Payback W/H	ACH083023	2.59	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0054-2145 Employee PERS Payback W/H	ACH083023	10.35	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0054-2150 Survivor Benefit Package	ACH083023	0.42	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0061-2150 Survivor Benefit Package	ACH083023	0.11	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0010-2140 Employee PERS W/H	ACH083023	123,339.11	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0076-2140 Employee PERS W/H	ACH083023	44.13	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0061-2140 Employee PERS W/H	ACH083023	78.46	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0048-2140 Employee PERS W/H	ACH083023	2,165.99	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0054-2140 Employee PERS W/H	ACH083023	471.25	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0078-2140 Employee PERS W/H	ACH083023	1,265.79	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0010-2145 Employee PERS Payback W/H	ACH083023	223.30	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0048-2145 Employee PERS Payback W/H	ACH083023	4.40	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0078-2195 PERS Uniform	ACH083023	0.52	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC	PERS PE 7/22, PD 7/28	0010-2195	ACH083023	24.83	PR2301015		00017781	08/31/2023

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	V010053		PERS Uniform						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0029-2195 PERS Uniform	ACH083023	0.05	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0048-2195 PERS Uniform	ACH083023	0.61	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0029-2150 Survivor Benefit Package	ACH083023	1.16	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0048-2150 Survivor Benefit Package	ACH083023	2.95	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0037-2150 Survivor Benefit Package	ACH083023	2.09	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 7/22, PD 7/28	0076-2150 Survivor Benefit Package	ACH083023	0.06	PR2301015		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0076-2150 Survivor Benefit Package	ACH083023	0.04	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0078-2195 PERS Uniform	ACH083023	0.52	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0010-2195 PERS Uniform	ACH083023	24.89	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0048-2195 PERS Uniform	ACH083023	0.60	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0054-2145 Employee PERS Payback W/H	ACH083023	10.35	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0010-2140 Employee PERS W/H	ACH083023	127,899.62	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0029-2140 Employee PERS W/H	ACH083023	506.94	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0076-2140 Employee PERS W/H	ACH083023	28.27	PR2301016		00017781	08/31/2023

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0054-2140 Employee PERS W/H	ACH083023	452.68	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0054-2150 Survivor Benefit Package	ACH083023	0.43	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0037-2150 Survivor Benefit Package	ACH083023	2.09	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0029-2145 Employee PERS Payback W/H	ACH083023	2.59	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0010-2145 Employee PERS Payback W/H	ACH083023	221.30	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0037-2140 Employee PERS W/H	ACH083023	1,481.21	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0037-2145 Employee PERS Payback W/H	ACH083023	18.11	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0048-2145 Employee PERS Payback W/H	ACH083023	4.40	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0033-2140 Employee PERS W/H	ACH083023	416.63	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0078-2140 Employee PERS W/H	ACH083023	1,167.89	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0048-2140 Employee PERS W/H	ACH083023	2,021.64	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0029-2150 Survivor Benefit Package	ACH083023	1.09	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0078-2150 Survivor Benefit Package	ACH083023	0.93	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0033-2150 Survivor Benefit Package	ACH083023	1.39	PR2301016		00017781	08/31/2023
MW OH	CALIFORNIA PUBLIC	PERS PE 8/5 PD 8/11	0048-2150	ACH083023	2.93	PR2301016		00017781	08/31/2023

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	V010053		Survivor Benefit Package						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 8/5 PD 8/11	0010-2150 Survivor Benefit Package	ACH083023	145.11	PR2301016		00017781	08/31/2023
					Check Total:	265,789.55			
MW OH	CALIFORNIA STATE V004813	PE 8/19 PD 8/25	0048-2196 Garnishments W/H	ACH083023	46.15	PR2301017		00017782	08/31/2023
MW OH	CALIFORNIA STATE V004813	PE 8/19 PD 8/25	0037-2196 Garnishments W/H	ACH083023	69.23	PR2301017		00017782	08/31/2023
MW OH	CALIFORNIA STATE V004813	PE 8/19 PD 8/25	0029-2196 Garnishments W/H	ACH083023	9.23	PR2301017		00017782	08/31/2023
MW OH	CALIFORNIA STATE V004813	PE 8/19 PD 8/25	0010-2196 Garnishments W/H	ACH083023	1,388.29	PR2301017		00017782	08/31/2023
					Check Total:	1,512.90			
MW OH	EMPLOYMENT V010052	PE 8/19 PD 8/25	0033-2135 Calif Income Tax W/H	ACH083023	59.35	PR2301017		00017783	08/31/2023
MW OH	EMPLOYMENT V010052	PE 8/19 PD 8/25	0037-2135 Calif Income Tax W/H	ACH083023	450.09	PR2301017		00017783	08/31/2023
MW OH	EMPLOYMENT V010052	PE 8/19 PD 8/25	0040-2135 Calif Income Tax W/H	ACH083023	439.43	PR2301017		00017783	08/31/2023
MW OH	EMPLOYMENT V010052	PE 8/19 PD 8/25	0048-2135 Calif Income Tax W/H	ACH083023	450.55	PR2301017		00017783	08/31/2023
MW OH	EMPLOYMENT V010052	PE 8/19 PD 8/25	0054-2135 Calif Income Tax W/H	ACH083023	90.21	PR2301017		00017783	08/31/2023
MW OH	EMPLOYMENT V010052	PE 8/19 PD 8/25	0076-2135 Calif Income Tax W/H	ACH083023	17.13	PR2301017		00017783	08/31/2023
MW OH	EMPLOYMENT V010052	PE 8/19 PD 8/25	0078-2135 Calif Income Tax W/H	ACH083023	236.74	PR2301017		00017783	08/31/2023
MW OH	EMPLOYMENT	PE 8/19 PD 8/25	0029-2135	ACH083023	123.47	PR2301017		00017783	08/31/2023

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	V010052		Calif Income Tax W/H						
MW OH	EMPLOYMENT V010052	PE 8/19 PD 8/25	0010-2135 Calif Income Tax W/H	ACH083023	36,529.40	PR2301017		00017783	08/31/2023
Check Total:					38,396.37				
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0010-2110 Federal Income Tax W/H	ACH083023	84,269.88	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0078-2110 Federal Income Tax W/H	ACH083023	681.04	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0048-2110 Federal Income Tax W/H	ACH083023	1,175.88	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0033-2110 Federal Income Tax W/H	ACH083023	182.39	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0054-2110 Federal Income Tax W/H	ACH083023	231.24	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0037-2110 Federal Income Tax W/H	ACH083023	1,050.55	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0029-2110 Federal Income Tax W/H	ACH083023	147.35	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0076-2110 Federal Income Tax W/H	ACH083023	36.77	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0040-2110 Federal Income Tax W/H	ACH083023	674.80	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0040-2115 Employee Medicare W/H	ACH083023	89.86	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0076-2115 Employee Medicare W/H	ACH083023	3.83	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0029-2115 Employee Medicare W/H	ACH083023	44.74	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE	FED TAX PE8/19 PD 8/25	0054-2115	ACH083023	32.70	PR2301017		00017784	08/31/2023

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	V010054		Employee Medicare W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0037-2115 Employee Medicare W/H	ACH083023	140.37	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0033-2115 Employee Medicare W/H	ACH083023	39.15	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0048-2115 Employee Medicare W/H	ACH083023	184.02	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0010-2115 Employee Medicare W/H	ACH083023	11,637.02	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0078-2115 Employee Medicare W/H	ACH083023	60.56	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0078-2120 Employer Medicare Payable	ACH083023	60.56	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0010-2120 Employer Medicare Payable	ACH083023	11,543.80	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0048-2120 Employer Medicare Payable	ACH083023	178.47	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0037-2120 Employer Medicare Payable	ACH083023	132.61	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0054-2120 Employer Medicare Payable	ACH083023	28.26	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0029-2120 Employer Medicare Payable	ACH083023	44.74	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0076-2120 Employer Medicare Payable	ACH083023	3.83	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0033-2120 Employer Medicare Payable	ACH083023	39.15	PR2301017		00017784	08/31/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/19 PD 8/25	0040-2120 Employer Medicare Payable	ACH083023	89.86	PR2301017		00017784	08/31/2023

City of Placentia
Check Register
For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	112,803.43				
MW OH	MISSION SQUARE 100091 V012393	401A PE 8/19 PD 8/25	0010-2170 Deferred Comp Payable - ICMA	ACH083023	9,102.90	PR2301017		00017785	08/31/2023
				Check Total:	9,102.90				
MW OH	MISSION SQUARE 301387 V012394	EE/ER EE LOANS PE 8/19 PD 08/	0010-2170 Deferred Comp Payable - ICMA	ACH083023	30,371.99	301387-PY017		00017786	08/31/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER EE LOANS PE 8/19 PD 08/	0029-2170 Deferred Comp Payable - ICMA	ACH083023	41.39	301387-PY017		00017786	08/31/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER EE LOANS PE 8/19 PD 08/	0033-2170 Deferred Comp Payable - ICMA	ACH083023	108.72	301387-PY017		00017786	08/31/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER EE LOANS PE 8/19 PD 08/	0037-2170 Deferred Comp Payable - ICMA	ACH083023	301.36	301387-PY017		00017786	08/31/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER EE LOANS PE 8/19 PD 08/	0048-2170 Deferred Comp Payable - ICMA	ACH083023	586.42	301387-PY017		00017786	08/31/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER EE LOANS PE 8/19 PD 08/	0054-2170 Deferred Comp Payable - ICMA	ACH083023	73.37	301387-PY017		00017786	08/31/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER EE LOANS PE 8/19 PD 08/	0076-2170 Deferred Comp Payable - ICMA	ACH083023	9.08	301387-PY017		00017786	08/31/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER EE LOANS PE 8/19 PD 08/	0078-2170 Deferred Comp Payable - ICMA	ACH083023	75.00	301387-PY017		00017786	08/31/2023
				Check Total:	31,567.33				
MW OH	CALIFORNIA PUBLIC V006234	SEP MED INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH083023	203,832.02	10000001725757		00017787	08/31/2023
MW OH	CALIFORNIA PUBLIC V006234	SEP MED INS NON-PERS	395083-5161 Health Insurance Premiums	ACH083023	15,395.91	10000001725757		00017787	08/31/2023
MW OH	CALIFORNIA PUBLIC V006234	SEP MED INS NON-PERS	395000-4715 ISF Health Ins Reimbursement	ACH083023	31,995.80	10000001725758		00017787	08/31/2023
				Check Total:	251,223.73				

City of Placentia
Check Register
For 09/13/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LEGAL SHIELD V008104	LEGAL SHIELD PR# 16,17	0054-2192 Police Legal Services	ACH083023	0.92	21561-AUG		00017788	08/31/2023
MW OH	LEGAL SHIELD V008104	LEGAL SHIELD PR# 16,17	0048-2192 Police Legal Services	ACH083023	16.64	21561-AUG		00017788	08/31/2023
MW OH	LEGAL SHIELD V008104	LEGAL SHIELD PR# 16,17	0010-2192 Police Legal Services	ACH083023	181.69	21561-AUG		00017788	08/31/2023
					Check Total:	199.25			
MW OH	WASHINGTON STATE V011597	PE 8/19 PD 08/25	0010-2196 Garnishments W/H	ACH083023	240.00	PR2301017		00017789	08/31/2023
					Check Total:	240.00			
					Type Total:	780,138.95			
					Check Total:	780,138.95			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: SEPTEMBER 19, 2023

SUBJECT: **RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS FOR CALRECYCLE GRANT AND PAYMENT PROGRAMS**

FISCAL
IMPACT: NONE

SUMMARY:

The California Department of Resources Recycling and Recovery (CalRecycle) offers various funding opportunities to assist local agencies in their efforts to reduce, recycle, and reuse solid waste generated in the State of California. To apply for grants and other funding opportunities, the City Council must adopt a resolution authorizing Staff to apply for CalRecycle grants and payment programs as opportunities arise. The attached resolution will authorize the City Administrator to apply for all grant and payment programs for which the City is eligible to participate for the next five (5) years. The first grant to be applied for under this new resolution will be CalRecycle's SB 1383 Local Assistance Grant Program for Fiscal Year 2023-24.

RECOMMENDATION:

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

1. Adopt Resolution R-2023-77, A Resolution of the City Council of the City of Placentia, California authorizing submittal of application(s) for all CalRecycle grants and payment programs for which the City of Placentia is eligible; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents to apply for all grants, accept the grants, if awarded, and accept all grant renewals, if awarded.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal #1 to ensure long-term fiscal sustainability, under Objective #1.2, 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.

1.c.
Sept. 19, 2023

DISCUSSION:

The California Department of Resources Recycling and Recovery (CalRecycle) administers various statewide recycling and waste management programs aimed at promoting increased recycling and reducing litter in the waste stream. In addition, they offer various funding and grant opportunities to jurisdictions throughout the state in furtherance of the statewide goals of reducing, reusing, and recycling solid waste generated and the preservation of landfill capacity in order to protect public health, safety, and the environment. In the past, the City has been the recipient of various grant awards from CalRecycle including:

- City/County Payment Program Beverage Container Recycling
- Used Oil Payment Program
- Rubberized Pavement Grant Program

Most recently, the City received a grant award of \$73,147 under the SB 1383 Local Assistance Grant Program in Fiscal Year (FY) 2021-22.

CalRecycle has recently approved the criteria for the SB 1383 Local Assistance Grant Program for the FY 2023-24 Cycle. This non-competitive grant program offers eligible jurisdictions a base grant award of \$75,000, with remaining funding distributed on a per capita basis. The program provides funding to assist local jurisdictions with meeting the requirements below:

- Provide organics collection services to all residents and businesses.
- Conduct education and outreach to the community.
- Secure access to recycling and edible food recovery capacity.
- Establish edible food recovery program.
- Procure recyclable and recovered organic products.

CalRecycle anticipates that grant applications will be released this month, with a November due date. Once the application period is open, Staff will prepare and apply for funding to further support the City's SB 1383 outreach and implementation efforts.

CalRecycle's procedures for administering grants and payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant programs. To apply for the FY 2023-24 Cycle of the SB 1383 Local Assistance Grant Program, CalRecycle is requiring a new grant resolution and not accepting prior resolutions adopted by jurisdictions for other CalRecycle funding opportunities. As such, Staff recommends the City Council adopt the attached resolution (Attachment 1) to be eligible to apply for this funding. The recommend action will authorize the City Administrator to execute all required application documents, receive any grant awards, and execute any grant renewals through 2028. The proposed resolution shall also authorize the City Administrator and/or his designee as the signature authority to execute all documents necessary to implement and secure payment.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions. If the City is awarded the grant funding, Staff will present to the City Council at a future date a resolution to allocate the funds received and approval of grant expenditures which require Council approval.

Prepared by:



Elsa Y. Robinson
Senior Management Analyst

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resolution No. R-2023-77 – Authorizing Submittal of CalRecycle Grant Applications

RESOLUTION NO. R-2023-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE GRANT AND PAYMENT PROGRAMS FOR WHICH THE CITY OF PLACENTIA IS ELIGIBLE

A. Recitals

(i). Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

(ii). In furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

(iii). CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle payment and grant programs.

B. Resolution

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

1. The City Council of the City of Placentia authorizes the submittal of application(s) to CalRecycle for any and all grant and payment programs offered; and

2. The City Administrator, Deputy City Administrator or his/her designee is hereby authorized and empowered to execute in the name of the City of Placentia all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant or payment project; and

3. These authorizations are effective for five (5) years from the date of adoption of this Resolution.

APPROVED and ADOPTED this 19th day of September 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 19th day of September 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: SEPTEMBER 19, 2023

SUBJECT: **APPROVAL OF PURCHASE OF OFFICE FURNISHINGS WITH SHERIDAN GROUP FOR THE PLACENTIA PUBLIC SAFETY CENTER PROJECT, NO. 5213**

FISCAL
IMPACT: EXPENSE: \$ 113,378.57
AVAILABLE BUDGET: \$ 21,616,963 FY 2023-24 CIP BUDGET
(105213-6840 JL#105213-2)

SUMMARY:

A request for approval of the purchase of office furnishings for the Placentia Public Safety Center is presented to the City Council for its consideration. The City Council previously approved the revised project financing package for the public safety building as well as a construction contract for the second phase of the project. This proposed purchase of office furnishings will fully equip all office and conference room spaces and the emergency operations center with the requisite office and conference room furniture. The procurement of these furnishings has been facilitated using the piggyback provision in the City's existing purchasing policy. This process allows the City to purchase goods and services through leveraged procurement agreements that have been previously competitively bid by other governmental agencies.

Staff proposes to purchase the new furnishings through OMNIA Partners, which is a leveraged procurement system available to school districts and local governments and the new furnishings were previously bid by OMNIA for inclusion within their existing procurement system. The City has previously purchased other items through leveraged procurement agreements in the past. As an example, the Butler Building and shooting range equipment was purchased through Sourcewell, which is a different leveraged procurement system available for local governments to purchase goods and services through.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a purchase order with the Sheridan Group pursuant to OMNIA procurement contract BNR482 in the amount of \$113,378.57, to manufacture, ship and install the new office furnishings for the Placentia Public Safety Center; and

1.d.
Sept. 19, 2023

2. Authorize the City Administrator to approve contract change orders up to 10% of the total not-to-exceed purchase order amount or \$11,337; and
3. Authorize the City Administrator to execute the above-mentioned sales agreement, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

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

DISCUSSION:

On March 1, 2022, the City Council selected a preferred project alternative for the Placentia Public Safety Center and directed Staff to finalize the construction drawings and bid documents to construct this facility. The new 18,000+ square foot facility will primarily house the Police Department's evidence and property storage operations and shooting range as well as a new public safety communications center and emergency operations and training center. The City currently leases a light industrial/commercial building for property and evidence storage. On July 25 and 26, 2023, the City Council approved the updated project financing plan and authorized the sale of lease revenue bonds to complete the construction of the facility.

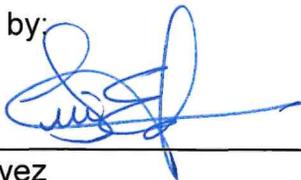
The City's design team worked closely with Staff on selecting the furniture, fixtures and equipment needed to upfit the new facility along with obtaining their input on colors, surface finishes and materials. The Sheridan Group maintains a pre-bid leveraged procurement contract with OMNIA Partners and the City is able to purchase the furnishings from this existing agreement pursuant to the City's purchasing policy. OMNIA Partners serves local government and schools by managing large scale leveraged procurement agreements which are competitively bid and vetted by OMNIA. Once OMNIA has approved contracts with vendors and contractors, they are then able to offer local governments and school districts set low bid pricing for various commodities.

Pursuant to the City's existing purchasing policy, the City can piggyback off of existing competitively bid contracts such as OMNIA's contract with the Sheridan Group for office furnishings. The recommended actions authorize the City Administrator to approve a sales agreement and purchase order with Sheridan Group for all the office furnishings needed to fully upfit the new facility. It is anticipated that the furnishings for the Butler Building will be delivered and installed by the end of December 2023 with the balance of the furnishings delivered and installed for the main building in July 2024.

FISCAL IMPACT:

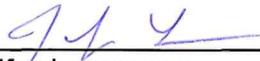
The total cost for this proposed sales agreement and purchase order amounts to \$113,378. A total of \$21,616,963 has been budgeted for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



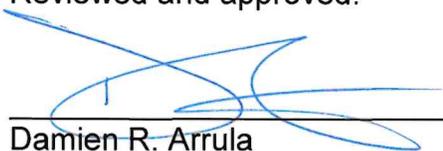
Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Sales Agreement with Sheridan Group



SHERIDAN GROUP
 2045 Pontius Ave
 Los Angeles, CA 90025
 SHERIDANINC.COM

Sales Agreement

Order Number: 527070
 Date: 09/01/2023
 Customer Name: CITY OF PLACENTIA,
 CALIFORNIA
 Customer PO:

Account: Erin Duff
 Executive:
 Project #:
 Terms: PAYMENT IN FULL
 Quote valid for: 30 days
 Email: 74@sheridaninc.com

Sold To: CITY OF PLACENTIA, CALIFORNIA
 401 E CHAPMAN AVE.
 PLACENTIA, CA 92870

Ship To: CITY OF PLACENTIA, CALIFORNIA
 2999 EAST LA JOLLA AVE.
 ANAHEIM, CA 92806

ATTN: LUIS ESTEVEZ
 Phone: (714) 993-8120
 Email: lestevez@placentia.org

ATTN: LUIS ESTEVEZ
 Phone: (714) 993-8120
 Email: lestevez@placentia.org

Omnia Contract #BNR482

Item	QTY	Item Description	Unit	Extended
1	2.00 Each	HERMAN MILLER INC 1B2JK7---276 Lock Plug and Key,Chrome UM Series 276:key number 276 Mark Line For: OFFICE 132 KEY	0.00	0.00
2	2.00 Each	HERMAN MILLER INC 1B2JK7---275 Lock Plug and Key,Chrome UM Series 275:key number 275 Mark Line For: OFFICE 132 KEY	0.00	0.00
3	4.00 Each	DOUG MOCKETT & COMPANY, INC JB1--91 5-1/4" FOURPLEX JUNCTION BOX GROMMET 91:Walnut Brown Mark Line For: OFFICE 132	5.69	22.76
4	2.00 Each	HERMAN MILLER INC FT199. Cable Management Trough Mark Line For: CMT OFFICE 132	31.25	62.50



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	Quote valid for: 30 days
	Email: 74@sheridaninc.com

Item	QTY	Item Description	Unit	Extended
5	2.00 Each	HERMAN MILLER INC AS1SC23AA--AJ-BK-BB-BK-1HA04 Wk Chr,Asmblcd,Sayl,Uphstrd Mid-Bck,Std-Hgt,Tlt Lim/ Ang,Adj Arms,Adj Seat Dpth AJ:adjustable lumbar support BK:black BB:2 1/2" hard caster, black yoke, carpet only BK:black 1HA04:medley cinder Mark Line For: SAYL OFFICE 132 CH-01	744.50	1,489.00
6	2.00 Each	HERMAN MILLER INC FT110.4636N--WN Frame,Base Covers, no knockouts 46H 36W WN:warm grey neutral Mark Line For: 46/36N OFFICE 132 WS-01	96.90	193.80
7	6.00 Each	HERMAN MILLER INC FT110.4648N--WN Frame,Base Covers, no knockouts 46H 48W WN:warm grey neutral Mark Line For: 46/48N OFFICE 132 WS-01	109.20	655.20
8	2.00 Each	HERMAN MILLER INC FT112.84DP--WN Frame Top Cap,Standard Ext to Span 2 Frames Ptd 84W WN:warm grey neutral Mark Line For: D OFFICE 132 WS-01	29.98	59.96
9	2.00 Each	HERMAN MILLER INC FT112.96DP--WN Frame Top Cap,Standard Ext to Span 2 Frames Ptd 96W WN:warm grey neutral Mark Line For: D OFFICE 132 WS-01	37.87	75.74



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 Email: 74@sheridaninc.com

Item	QTY	Item Description	Unit	Extended
10	2.00 Each	HERMAN MILLER INC FT121.246 Conn 90,Universal,2way,90 deg-for 46H frames and lower Mark Line For: OFFICE 132 WS-01	27.46	54.92
11	2.00 Each	HERMAN MILLER INC FT123.246BP--WN Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 46H WN:warm grey neutral Mark Line For: 2/46B OFFICE 132 WS-01	26.51	53.02
12	2.00 Each	HERMAN MILLER INC FT126.2AP--WN Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd WN:warm grey neutral Mark Line For: 2A OFFICE 132 WS-01	14.20	28.40
13	4.00 Each	HERMAN MILLER INC FT128.46 Connection Hardware, Frame-to-Frame 46H Mark Line For: OFFICE 132 WS-01	11.68	46.72
14	4.00 Each	HERMAN MILLER INC FT160.46BP--WN Finished End,Base Cover Ptd 46H WN:warm grey neutral Mark Line For: 46B OFFICE 132 WS-01	27.77	111.08
15	2.00 Each	HERMAN MILLER INC FT180.4136T--WN-2I08 Tile,Full-Height,Tackable Fabric 41H 36W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OFFICE 132 WS-01	85.53	171.06



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Item	QTY	Item Description	Unit	Extended
16	6.00 Each	HERMAN MILLER INC FT180.4148T--WN-2I08 Tile,Full-Height,Tackable Fabric 41H 48W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OFFICE 132 WS-01	96.26	577.56
17	2.00 Each	HERMAN MILLER INC FT181.1136T--91-2I08 Upper Tile, Tackable Fabric 11H 36W 91:white 2I08:grasscloth taro Mark Line For: OFFICE 132 WS-01	38.51	77.02
18	6.00 Each	HERMAN MILLER INC FT181.1148T--91-2I08 Upper Tile, Tackable Fabric 11H 48W 91:white 2I08:grasscloth taro Mark Line For: OFFICE 132 WS-01	44.50	267.00
19	4.00 Each	HERMAN MILLER INC FT290.24L--WN Surface Cantilever, for 20"-or 24" deep surface,lft-hnd WN:warm grey neutral Mark Line For: L OFFICE 132 WS-01	15.47	61.88
20	4.00 Each	HERMAN MILLER INC FT290.24R--WN Surface Cantilever, for 20"-or 24" deep surface,rt-hnd WN:warm grey neutral Mark Line For: R OFFICE 132 WS-01	15.47	61.88



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Item	QTY	Item Description	Unit	Extended
21	2.00 Each	HERMAN MILLER INC FT2G2.S24LL--LBV-WN Support Panel, Frame-Att, Sq-Edge, Left-Hand Support, Lam 24D LBV:warm grey teak WN:warm grey neutral Mark Line For: OFFICE 132 WS-01	130.98	261.96
22	2.00 Each	HERMAN MILLER INC FT2G2.S24RL--LBV-WN Support Panel, Frame-Att, Sq-Edge, Right-Hand Support, Lam 24D LBV:warm grey teak WN:warm grey neutral Mark Line For: OFFICE 132 WS-01	130.98	261.96
23	2.00 Each	HERMAN MILLER INC FTS10.2436LF--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/36 OFFICE 132 WS-01	129.09	258.18
24	2.00 Each	HERMAN MILLER INC FTS10.2448LF--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/48 OFFICE 132 WS-01	157.49	314.98
25	2.00 Each	HERMAN MILLER INC FTS21.2448LF--LBV-LBV Concave Corner Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 48W, Frame Atch LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/48 OFFICE 132 WS-01	244.92	489.84



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 Email: 74@sheridaninc.com

Item	QTY	Item Description	Unit	Extended
26	2.00 Each	HERMAN MILLER INC LW100.20BBF--SB-XS-WN-KA-2F-2M Ped W-Pull,Freestd 20D B/B/F SB:full-extension ball-bearing XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike 2F:raised height 2M:drawer divider in box drawers, 2 file converters in file drawer Mark Line For: F/BBF OFFICE 132 WS-01	292.28	584.56
27	2.00 Each	HERMAN MILLER INC LW100.20FF--SB-XS-WN-KA-2F-1M Ped W-Pull,Freestd 20D F/F SB:full-extension ball-bearing XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike 2F:raised height 1M:2 file converters in each file drawer Mark Line For: F/FF OFFICE 132 WS-01	253.13	506.26
28	4.00 Each	HERMAN MILLER INC 1B2JK7---277 Lock Plug and Key,Chrome UM Series 277:key number 277 Mark Line For: OFFICE 133 KEY	0.00	0.00
29	2.00 Each	DOUG MOCKETT & COMPANY, INC MM6/SET-- Doug Mockett 2-1/2" MM6 Solid Brass Desk Grommet - Cap & Liner Set :English Antique (10B) Mark Line For: OFFICE 133	49.61	99.22



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Sales Agreement

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 CALIFORNIA
 Customer PO:

Account: Erin Duff
 Executive:
 Project #:
 Terms: PAYMENT IN FULL
 Quote valid for: 30 days
 Email: 74@sheridaninc.com

Item	QTY	Item Description	Unit	Extended
30	2.00 Each	HERMAN MILLER INC FT199. Cable Management Trough Mark Line For: CMT OFFICE 133	31.25	62.50
31	1.00 Each	HERMAN MILLER INC AS1SC23AA--AJ-BK-BB-BK-1HA04 Wk Chr,Asmbl'd,Sayl,Uphstrd Mid-Bck,Std-Hgt,Tlt Lim/ Ang,Adj Arms,Adj Seat Dpth AJ:adjustable lumbar support BK:black BB:2 1/2" hard caster, black yoke, carpet only BK:black 1HA04:medley cinder Mark Line For: SAYL OFFICE 133 CH-01	744.50	744.50
32	2.00 Each	HERMAN MILLER INC PIA4S1SN--BK-BK-36506-GL-1HA24 Verus,® Side Chair, 4-Leg Base BK:black BK:black 36506:shale GL:glide, hard floors only 1HA24:medley yellow oxide Mark Line For: VERUS OFFICE 133 CH-06	312.50	625.00
33	1.00 Each	HERMAN MILLER INC FV990.C123A84R--4SC02 Wall-Mount Fabric Tackboard, for use with Canvas Private Office 4SC02:scatter fog Mark Line For: TB84 OFFICE 133 PO-01	251.23	251.23



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Item	QTY	Item Description	Unit	Extended
34	2.00 Each	HERMAN MILLER INC FV2E2.S24FL--LBV Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam LBV:warm grey teak Mark Line For: CL24 OFFICE 133 PO-01	128.46	256.92
35	1.00 Each	HERMAN MILLER INC FV697.72FL--WN Modesty Panel,full modesty panel, 72W Lam WN:warm grey neutral Mark Line For: F/72 OFFICE 133 PO-01	273.01	273.01
36	1.00 Each	HERMAN MILLER INC FT29B.2 Surface Ganging Bracket,pair Mark Line For: BKT OFFICE 133 PO-01	19.25	19.25
37	1.00 Each	HERMAN MILLER INC FTS10.2454LS--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/54 OFFICE 133 PO-01	161.28	161.28
38	1.00 Each	HERMAN MILLER INC FTS22.7248LS--LBV-LBV Ext Corner Surface,Rect End,Sq-Edge, Lam Top/Thermo Edge, 24D 72W L,48W R, No Brkts LBV:warm grey teak LBV:warm grey teak Mark Line For: 72/48 OFFICE 133 PO-01	420.72	420.72



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Item	QTY	Item Description	Unit	Extended
39	1.00 Each	HERMAN MILLER INC FV2D1.A24F--WN Sq Open Support Leg, Pen Att, Inset, for 24"-D Surface, Fxd Hght WN:warm grey neutral Mark Line For: OS24 OFFICE 133 PO-01	99.42	99.42
40	1.00 Each	HERMAN MILLER INC FV2E2.S24FL--LBV Closed Support Leg, for Sq-Edge Surface, 24"D, Fxd Hght, Lam LBV:warm grey teak Mark Line For: CL24 OFFICE 133 PO-01	128.46	128.46
41	2.00 Each	HERMAN MILLER INC FV43F.WM1542LPL--KA-WN-LBV-WN Ovhd Stg Cab, Sliding Full Enclsr, Wall Mount, Lam Case/ Doors, Painted Door, Lock 15H 42W KA:keyed alike WN:warm grey neutral LBV:warm grey teak WN:warm grey neutral Mark Line For: OH42 OFFICE 133 PO-01	677.00	1,354.00
42	1.00 Each	HERMAN MILLER INC FV696.39 Stiffener, 38 5/8W Mark Line For: STF39 OFFICE 133 PO-01	31.25	31.25
43	1.00 Each	HERMAN MILLER INC G6160.BB Twist LED Task Light, Starter unit, Brkt Att Mark Line For: LED-ST OFFICE 133 PO-01	213.30	213.30



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Item	QTY	Item Description	Unit	Extended
44	1.00 Each	HERMAN MILLER INC G6160.CB Twist LED Task Light,Add-on unit,Brkt Att Mark Line For: LED-ADD OFFICE 133 PO-01	153.60	153.60
45	1.00 Each	HERMAN MILLER INC LTPL-08420--LBV Tu File Top, Lam Top/TP Edge 84W 20D LBV:warm grey teak Mark Line For: 84/20 OFFICE 133 PO-01	293.63	293.63
46	1.00 Each	HERMAN MILLER INC LW100.20BBF--SB-XS-WN-KA-2F-2M Ped W-Pull,Freestd 20D B/B/F SB:full-extension ball-bearing XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike 2F:raised height 2M:drawer divider in box drawers, 2 file converters in file drawer Mark Line For: F/BBF OFFICE 133 PO-01	292.28	292.28
47	1.00 Each	HERMAN MILLER INC LW200.422--XS-WN-KA-CB-2R Lat File,W-Pull Freestd 2 Dwr 42W XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike CB:counterweight (recommended) 2R:side-to-side filing rail Mark Line For: LF/42/2H OFFICE 133 PO-01	578.48	578.48



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Item	QTY	Item Description	Unit	Extended
48	4.00 Each	HERMAN MILLER INC 1B2JK7---279 Lock Plug and Key,Chrome UM Series 279:key number 279 Mark Line For: OFFICE 215 KEY	0.00	0.00
49	2.00 Each	DOUG MOCKETT & COMPANY, INC MM6/SET-- Doug Mockett 2-1/2" MM6 Solid Brass Desk Grommet - Cap & Liner Set :English Antique (10B) Mark Line For: OFFICE 215	49.61	99.22
50	2.00 Each	HERMAN MILLER INC FT199. Cable Management Trough Mark Line For: CMT OFFICE 215 PO-01	31.25	62.50
51	1.00 Each	HERMAN MILLER INC FV990.C123A84R--4SC02 Wall-Mount Fabric Tackboard, for use with Canvas Private Office 4SC02:scatter fog Mark Line For: TB84 OFFICE 215	251.23	251.23
52	1.00 Each	HERMAN MILLER INC AS1SC23AA--AJ-BK-BB-BK-1HA04 Wk Chr,Asmblcd,Sayl,Uphstrd Mid-Bck,Std-Hgt,Tlt Lim/ Ang,Adj Arms,Adj Seat Dpth AJ:adjustable lumbar support BK:black BB:2 1/2" hard caster, black yoke, carpet only BK:black 1HA04:medley cinder Mark Line For: SAYL OFFICE 215 CH-01	744.50	744.50



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Item	QTY	Item Description	Unit	Extended
53	2.00 Each	HERMAN MILLER INC PIA4S1SN--BK-BK-36506-GL-1HA24 Verus,® Side Chair, 4-Leg Base BK:black BK:black 36506:shale GL:glide, hard floors only 1HA24:medley yellow oxide Mark Line For: VERUS OFFICE 215 CH-06	312.50	625.00
54	1.00 Each	HERMAN MILLER INC FTS10.2454LS--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/54 OFFICE 215 PO-01	161.28	161.28
55	3.00 Each	HERMAN MILLER INC FV2E2.S24FL--LBV Closed Support Leg,for Sq-Edge Surface, 24"D,Fxd Hght, Lam LBV:warm grey teak Mark Line For: CL24 OFFICE 215 PO-01	128.46	385.38
56	1.00 Each	HERMAN MILLER INC FV697.72FL--WN Modesty Panel,full modesty panel, 72W Lam WN:warm grey neutral Mark Line For: F/72 OFFICE 215 PO-01	273.01	273.01
57	1.00 Each	HERMAN MILLER INC FT29B.2 Surface Ganging Bracket,pair Mark Line For: BKT OFFICE 215 PO-01	19.25	19.25



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Item	QTY	Item Description	Unit	Extended
58	1.00 Each	HERMAN MILLER INC FTS22.4872LS--LBV-LBV Ext Corner Surface,Rect End,Sq-Edge, Lam Top/Thermo Edge, 24D 48W L,72W R, No Brkts LBV:warm grey teak LBV:warm grey teak Mark Line For: 48/72 OFFICE 215 PO-01	420.72	420.72
59	1.00 Each	HERMAN MILLER INC FV2D1.A24F--WN Sq Open Support Leg, Pen Att, Inset, for 24"-D Surface, Fxd Hght WN:warm grey neutral Mark Line For: OS24 OFFICE 215 PO-01	99.42	99.42
60	2.00 Each	HERMAN MILLER INC FV43F.WM1542LPL--KA-WN-LBV-WN Ovhd Stg Cab, Sliding Full Enclsr, Wall Mount, Lam Case/ Doors, Painted Door, Lock 15H 42W KA:keyed alike WN:warm grey neutral LBV:warm grey teak WN:warm grey neutral Mark Line For: OH42 OFFICE 215 PO-01	677.00	1,354.00
61	1.00 Each	HERMAN MILLER INC FV696.39 Stiffener, 38 5/8W Mark Line For: STF39 OFFICE 215 PO-01	31.25	31.25
62	1.00 Each	HERMAN MILLER INC G6160.BB Twist LED Task Light, Starter unit, Brkt Att Mark Line For: LED-ST OFFICE 215 PO-01	213.30	213.30



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Item	QTY	Item Description	Unit	Extended
63	1.00 Each	HERMAN MILLER INC G6160.CB Twist LED Task Light,Add-on unit,Brkt Att Mark Line For: LED-ADD OFFICE 215 PO-01	153.60	153.60
64	1.00 Each	HERMAN MILLER INC LTPL-08420--LBV Tu File Top, Lam Top/TP Edge 84W 20D LBV:warm grey teak Mark Line For: 84/20 OFFICE 215 PO-01	293.63	293.63
65	1.00 Each	HERMAN MILLER INC LW100.20BBF--SB-XS-WN-KA-2F-2M Ped W-Pull,Freestd 20D B/B/F SB:full-extension ball-bearing XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike 2F:raised height 2M:drawer divider in box drawers, 2 file converters in file drawer Mark Line For: F/BBF OFFICE 215 PO-01	292.28	292.28
66	1.00 Each	HERMAN MILLER INC LW200.421--XS-WN-KA-CB-2R Lat File,W-Pull Freestd 2 Dwr Raised Hgt 42W XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike CB:counterweight (recommended) 2R:side-to-side filing rail Mark Line For: RLF/42/2H OFFICE 215 PO-01	578.48	578.48



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Item	QTY	Item Description	Unit	Extended
67	10.00 Each	HERMAN MILLER INC CQ51FA--G1-L7-HCC-8R15 Chr,Setu Multipurpose,5-star base,std-ht range,suspended upholstery seat/bck,ribbon arms G1:graphite L7:silver alloy HCC:2 1/2" caster, low roll resistance, black yoke, hard floors or carpet 8R15:twist shale Mark Line For: SETU OFFICE 217 CH-06	831.00	8,310.00
68	1.00 Each	NATIONAL OFFICE FURNITURE 10N120PNKL--P1-X-792 UNIVERSAL,FOR 120W TOP,PANEL BASE KIT,LAMINATE P1:BASIC X:NO MODIFIED WIDTH (STANDARD) 792:SABLE Mark Line For: 2428PNW OFFICE 217 T-03	2,624.29	2,624.29
69	1.00 Each	NATIONAL OFFICE FURNITURE WWN48120RC2L--V792-X-X-X-STD-792 WAVEWORKS,48DX120W,CONFERENCE TOP,RACETRACK,HPL V792:SOFTENED,SABLE X:NO GROMMET X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE 792:SABLE Mark Line For: N48120RC2L OFFICE 217 T-03	3,214.24	3,214.24
70	1.00 Each	NATIONAL OFFICE FURNITURE NACG12AELPGB ACCESSORIES,G12A PIVOTING POWER/USB GROMMET,BLACK Mark Line For: OFFICE 217 T-03	445.13	445.13



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Item	QTY	Item Description	Unit	Extended
71	5.00 Each	SHERIDAN GROUP -DESIGN DESIGN DESIGN TIME	65.00	325.00
72	8.00 Each	HERMAN MILLER INC CQ51FA--G1-L7-HCC-8R15 Chr,Setu Multipurpose,5-star base,std-ht range,suspended upholstery seat/bck,ribbon arms G1:graphite L7:silver alloy HCC:2 1/2" caster, low roll resistance, black yoke, hard floors or carpet 8R15:twist shale Mark Line For: SETU CONFERENCE 202 CH-06	831.00	6,648.00
73	1.00 Each	NATIONAL OFFICE FURNITURE 10N120PNKL--P1-X-792 UNIVERSAL,FOR 120W TOP,PANEL BASE KIT,LAMINATE P1:BASIC X:NO MODIFIED WIDTH (STANDARD) 792:SABLE Mark Line For: 2428PNW CONFERENCE 202 T-03	2,624.29	2,624.29
74	1.00 Each	NATIONAL OFFICE FURNITURE WWN48120RC2L--V792-X-X-X-STD-792 WAVEWORKS,48DX120W,CONFERENCE TOP,RACETRACK,HPL V792:SOFTENED,SABLE X:NO GROMMET X:NO MODIFIED DEPTH (STANDARD) X:NO MODIFIED WIDTH (STANDARD) STD:STANDARD LAMINATE 792:SABLE Mark Line For: N48120RC2L CONFERENCE 202 T-03	3,214.24	3,214.24



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Item	QTY	Item Description	Unit	Extended
75	1.00 Each	NATIONAL OFFICE FURNITURE NACG12AELPGB ACCESSORIES,G12A PIVOTING POWER/USB GROMMET,BLACK Mark Line For: CONFERENCE 202 T-03	445.13	445.13
76	1.00 Each	HERMAN MILLER INC AS1SC23AA--AJ-BK-BB-BK-1HA04 Wk Chr,Asmbl'd,Sayl,Uphstrd Mid-Bck,Std-Hgt,Tlt Lim/ Ang,Adj Arms,Adj Seat Dpth AJ:adjustable lumbar support BK:black BB:2 1/2" hard caster, black yoke, carpet only BK:black 1HA04:medley cinder Mark Line For: SAYL OFFICE 204 CH-01	744.50	744.50
77	6.00 Each	HERMAN MILLER INC 1B2JK7---243 Lock Plug and Key,Chrome UM Series 243:key number 243 Mark Line For: OFFICE 204 KEY	0.00	0.00
78	1.00 Each	HERMAN MILLER INC FT29B.2 Surface Ganging Bracket,pair Mark Line For: OFFICE 204 PO-01	19.25	19.25
79	1.00 Each	HERMAN MILLER INC FV696.67 Stiffener, 66 3/4W Mark Line For: OFFICE 204 PO-01	31.25	31.25
80	1.00 Each	HERMAN MILLER INC G6160.BB Twist LED Task Light,Starter unit,Brkt Att Mark Line For: LED-ST OFFICE 204 PO-01	213.30	213.30



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Item	QTY	Item Description	Unit	Extended
81	1.00 Each	HERMAN MILLER INC G6160.CB Twist LED Task Light,Add-on unit,Brkt Att Mark Line For: LED-ADD OFFICE 204 PO-01	153.60	153.60
82	2.00 Each	HERMAN MILLER INC FT199. Cable Management Trough Mark Line For: CMT OFFICE 204 PO-01	31.25	62.50
83	2.00 Each	HERMAN MILLER INC FV2E2.S30FL--LBV Closed Support Leg,for Sq-Edge Surface, 30"D,Fxd Hght, Lam LBV:warm grey teak Mark Line For: CL30 OFFICE 204 PO-01	131.30	262.60
84	1.00 Each	HERMAN MILLER INC FV697.84FH--WN Modesty Panel WN:warm grey neutral Mark Line For: OFFICE 204 PO-01	396.42	396.42
85	1.00 Each	HERMAN MILLER INC FV990.C123A78R--4SC02 Wall-Mount Fabric Tackboard, for use with Canvas Private Office 4SC02:scatter fog Mark Line For: TB23-78 OFFICE 204 PO-01	237.03	237.03
86	2.00 Each	DOUG MOCKETT & COMPANY, INC MM6/SET-- Doug Mockett 2-1/2" MM6 Solid Brass Desk Grommet - Cap & Liner Set :English Antique (10B) Mark Line For: OFFICE 204 PO-01	49.61	99.22



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Item	QTY	Item Description	Unit	Extended
87	1.00 Each	HERMAN MILLER INC FTS10.2448LS--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/48 OFFICE 204 PO-01	134.14	134.14
88	1.00 Each	HERMAN MILLER INC FTS10.3084LS--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 30/84 OFFICE 204 PO-01	299.21	299.21
89	1.00 Each	HERMAN MILLER INC FV43F.WM1530LPL--KA-WN-LBV-WN Ovhd Stg Cab, Sliding Full Enclsr, Wall Mount, Lam Case/ Doors, Painted Door, Lock 15H 30W KA:keyed alike WN:warm grey neutral LBV:warm grey teak WN:warm grey neutral Mark Line For: OH30 OFFICE 204 PO-01	568.12	568.12
90	1.00 Each	HERMAN MILLER INC FV43F.WM1548LPL--KA-WN-LBV-WN Ovhd Stg Cab, Sliding Full Enclsr, Wall Mount, Lam Case/ Doors, Painted Door, Lock 15H 48W KA:keyed alike WN:warm grey neutral LBV:warm grey teak WN:warm grey neutral Mark Line For: OH48 OFFICE 204 PO-01	685.53	685.53



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Item	QTY	Item Description	Unit	Extended
91	2.00 Each	HERMAN MILLER INC PIA4S1SN--BK-BK-36506-GL-1HA24 Verus,Â® Side Chair, 4-Leg Base BK:black BK:black 36506:shale GL:glide, hard floors only 1HA24:medley yellow oxide Mark Line For: VERUS OFFICE 204 PO-01	312.50	625.00
92	1.00 Each	HERMAN MILLER INC LW100.20FF--SB-XS-WN-KA-2F-1M Ped W-Pull,Freestd 20D F/F SB:full-extension ball-bearing XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike 2F:raised height 1M:2 file converters in each file drawer Mark Line For: F/FF OFFICE 204 PO-01	253.13	253.13
93	1.00 Each	HERMAN MILLER INC LW140.24BBF--SB-XS-WN-KA-2F-2M Ped W-Pull,Surface Att 24D,B/B/F SB:full-extension ball-bearing XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike 2F:27 1/4" high (raised height) 2M:drawer divider in box drawers, 2 file converters in file drawer Mark Line For: BBF OFFICE 204 PO-01	280.13	280.13



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Item	QTY	Item Description	Unit	Extended
94	1.00 Each	HERMAN MILLER INC LTPL-08420--LBV Tu File Top, Lam Top/TP Edge 84W 20D LBV:warm grey teak Mark Line For: FTL/084/20 OFFICE 204 ST-01	293.63	293.63
95	2.00 Each	HERMAN MILLER INC LW200.422--XS-WN-KA-CB-2R Lat File,W-Pull Freestd 2 Dwr 42W XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike CB:counterweight (recommended) 2R:side-to-side filing rail Mark Line For: LF/42/2H OFFICE 204 ST-01	578.48	1,156.96
96	12.00 Each	HERMAN MILLER INC AS1SC23AA--AJ-BK-BB-BK-1HA04 Wk Chr,Asmbl'd,Sayl,Uphstrd Mid-Bck,Std-Hgt,Tlt Lim/ Ang,Adj Arms,Adj Seat Dpth AJ:adjustable lumbar support BK:black BB:2 1/2" hard caster, black yoke, carpet only BK:black 1HA04:medley cinder Mark Line For: SAYL OPEN OFFICE 203 CH-01	744.50	8,934.00
97	2.00 Each	HERMAN MILLER INC 1B2JK7---228 Lock Plug and Key,Chrome UM Series 228:key number 228 Mark Line For: OPEN OFFICE 203 WS-04 KEY	0.00	0.00



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Item	QTY	Item Description	Unit	Extended
98	2.00 Each	HERMAN MILLER INC 1B2JK7---230 Lock Plug and Key,Chrome UM Series 230:key number 230 Mark Line For: OPEN OFFICE 203 WS-04 KEY	0.00	0.00
99	2.00 Each	HERMAN MILLER INC 1B2JK7---231 Lock Plug and Key,Chrome UM Series 231:key number 231 Mark Line For: OPEN OFFICE 203 WS-04 KEY	0.00	0.00
100	2.00 Each	HERMAN MILLER INC 1B2JK7---232 Lock Plug and Key,Chrome UM Series 232:key number 232 Mark Line For: OPEN OFFICE 203 WS-04 KEY	0.00	0.00
101	2.00 Each	HERMAN MILLER INC 1B2JK7---233 Lock Plug and Key,Chrome UM Series 233:key number 233 Mark Line For: OPEN OFFICE 203 WS-04 KEY	0.00	0.00
102	2.00 Each	HERMAN MILLER INC 1B2JK7---234 Lock Plug and Key,Chrome UM Series 234:key number 234 Mark Line For: OPEN OFFICE 203 WS-04 KEY	0.00	0.00



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Item	QTY	Item Description	Unit	Extended
103	1.00 Each	HERMAN MILLER INC 1B2JK7---235 Lock Plug and Key,Chrome UM Series 235:key number 235 Mark Line For: OPEN OFFICE 203 WS-03 KEY	0.00	0.00
104	1.00 Each	HERMAN MILLER INC 1B2JK7---236 Lock Plug and Key,Chrome UM Series 236:key number 236 Mark Line For: OPEN OFFICE 203 WS-03 KEY	0.00	0.00
105	1.00 Each	HERMAN MILLER INC 1B2JK7---237 Lock Plug and Key,Chrome UM Series 237:key number 237 Mark Line For: OPEN OFFICE 203 WS-03 KEY	0.00	0.00
106	1.00 Each	HERMAN MILLER INC 1B2JK7---238 Lock Plug and Key,Chrome UM Series 238:key number 238 Mark Line For: OPEN OFFICE 203 WS-03 KEY	0.00	0.00
107	1.00 Each	HERMAN MILLER INC 1B2JK7---239 Lock Plug and Key,Chrome UM Series 239:key number 239 Mark Line For: OPEN OFFICE 203 WS-03 KEY	0.00	0.00



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 CALIFORNIA
 Customer PO:

Account: Erin Duff
 Executive:
 Project #:
 Terms: PAYMENT IN FULL
 Quote valid for: 30 days
 Email: 74@sheridaninc.com

Item	QTY	Item Description	Unit	Extended
108	1.00 Each	HERMAN MILLER INC 1B2JK7---240 Lock Plug and Key,Chrome UM Series 240:key number 240 Mark Line For: OPEN OFFICE 203 WS-03 KEY	0.00	0.00
109	4.00 Each	HERMAN MILLER INC 1B2JK7---241 Lock Plug and Key,Chrome UM Series 241:key number 241 Mark Line For: OPEN OFFICE 203 STORAGE KEY	0.00	0.00
110	2.00 Each	HERMAN MILLER INC 1B2JK7---242 Lock Plug and Key,Chrome UM Series 242:key number 242 Mark Line For: OPEN OFFICE 203 STORAGE KEY	0.00	0.00
111	2.00 Each	HERMAN MILLER INC LTPL-08420--LBV Tu File Top, Lam Top/TP Edge 84W 20D LBV:warm grey teak Mark Line For: FTL/084/20 OPEN OFFICE 203 ST-01	293.63	587.26
112	4.00 Each	HERMAN MILLER INC LW200.422--XS-WN-KA-CB-2R Lat File,W-Pull Freestd 2 Dwr 42W XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike CB:counterweight (recommended) 2R:side-to-side filing rail Mark Line For: LF/42/2H OPEN OFFICE 203 ST-01	578.48	2,313.92



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Item	QTY	Item Description	Unit	Extended
113	2.00 Each	HERMAN MILLER INC LW200.362--XS-WN-KA-CB-2R Lat File,W-Pull Freestd 2 Dwr 36W XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike CB:counterweight (recommended) 2R:side-to-side filing rail Mark Line For: LF/36/2H OPEN OFFICE 203 ST-02	530.55	1,061.10
114	1.00 Each	HERMAN MILLER INC ZCELA--D01-19.38-W07-90.63-EZ-LBV-LBV Exact Size File Top,Sq-Edge,Lam Top D01:depth 15.00in - 30.00in 19.38:Depth Entry W07:width 84.01in - 96.00in 90.63:Width Entry EZ:standard hmi high-pressure laminates LBV:warm grey teak LBV:warm grey teak Mark Line For: FTL/90/20 OPEN OFFICE 203 ST-02	292.97	292.97
115	17.00 Each	DOUG MOCKETT & COMPANY, INC JB1--91 5-1/4" FOURPLEX JUNCTION BOX GROMMET 91:Walnut Brown Mark Line For: OPEN OFFICE 203 Workstations	5.69	96.73
116	8.00 Each	HERMAN MILLER INC FT110.4648X Frame,No Base Covers 46H 48W Mark Line For: 46/48X OPEN OFFICE 203 WS-03	85.22	681.76



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Item	QTY	Item Description	Unit	Extended
117	2.00 Each	HERMAN MILLER INC FT121.246 Conn 90,Universal,2way,90 deg-for 46H frames and lower Mark Line For: OPEN OFFICE 203 WS-03	27.46	54.92
118	2.00 Each	HERMAN MILLER INC FT121.346 Conn 90,Universal,3way-for 46H frames and lower Mark Line For: OPEN OFFICE 203 WS-03	31.88	63.76
119	13.00 Each	HERMAN MILLER INC FT128.46 Connection Hardware, Frame-to-Frame 46H Mark Line For: OPEN OFFICE 203 WS-03	11.68	151.84
120	6.00 Each	HERMAN MILLER INC FT199. Cable Management Trough Mark Line For: CMT OPEN OFFICE 203 WS-03	31.25	187.50
121	6.00 Each	HERMAN MILLER INC FT110.4642N--WN Frame,Base Covers, no knockouts 46H 42W WN:warm grey neutral Mark Line For: 46/42N OPEN OFFICE 203 WS-03	102.89	617.34
122	6.00 Each	HERMAN MILLER INC FT110.4648N--WN Frame,Base Covers, no knockouts 46H 48W WN:warm grey neutral Mark Line For: 46/48N OPEN OFFICE 203 WS-03	109.20	655.20



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Item	QTY	Item Description	Unit	Extended
123	6.00 Each	HERMAN MILLER INC FT112.42AP--WN Frame Top Cap,Standard Ptd 42W WN:warm grey neutral Mark Line For: A OPEN OFFICE 203 WS-03	18.62	111.72
124	6.00 Each	HERMAN MILLER INC FT112.48AP--WN Frame Top Cap,Standard Ptd 48W WN:warm grey neutral Mark Line For: A OPEN OFFICE 203 WS-03	19.88	119.28
125	4.00 Each	HERMAN MILLER INC FT112.96DP--WN Frame Top Cap,Standard Ext to Span 2 Frames Ptd 96W WN:warm grey neutral Mark Line For: D OPEN OFFICE 203 WS-03	37.87	151.48
126	2.00 Each	HERMAN MILLER INC FT123.146BP--WN Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 46H WN:warm grey neutral Mark Line For: 1/46B OPEN OFFICE 203 WS-03	20.83	41.66
127	2.00 Each	HERMAN MILLER INC FT123.246BP--WN Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 46H WN:warm grey neutral Mark Line For: 2/46B OPEN OFFICE 203 WS-03	26.51	53.02



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Item	QTY	Item Description	Unit	Extended
128	2.00 Each	HERMAN MILLER INC FT126.2AP--WN Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd WN:warm grey neutral Mark Line For: 2A OPEN OFFICE 203 WS-03	14.20	28.40
129	2.00 Each	HERMAN MILLER INC FT126.3AP--WN Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd WN:warm grey neutral Mark Line For: 3A OPEN OFFICE 203 WS-03	14.20	28.40
130	4.00 Each	HERMAN MILLER INC FT160.46BP--WN Finished End,Base Cover Ptd 46H WN:warm grey neutral Mark Line For: 46B OPEN OFFICE 203 WS-03	27.77	111.08
131	12.00 Each	HERMAN MILLER INC FT290.24L--WN Surface Cantilever, for 20"-or 24" deep surface,lft-hnd WN:warm grey neutral Mark Line For: L OPEN OFFICE 203 WS-03	15.47	185.64
132	12.00 Each	HERMAN MILLER INC FT290.24R--WN Surface Cantilever, for 20"-or 24" deep surface,rt-hnd WN:warm grey neutral Mark Line For: R OPEN OFFICE 203 WS-03	15.47	185.64



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Item	QTY	Item Description	Unit	Extended
133	8.00 Each	HERMAN MILLER INC FT963.96NBC--WN Single-Sided Base Cover Kit,no knockouts,Attchmnt Base Covers on 2 Sides 96W WN:warm grey neutral Mark Line For: RK/96N OPEN OFFICE 203 WS-03	51.13	409.04
134	6.00 Each	HERMAN MILLER INC FT180.4142T--WN-2I08 Tile,Full-Height,Tackable Fabric 41H 42W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OPEN OFFICE 203 WS-03	90.90	545.40
135	22.00 Each	HERMAN MILLER INC FT180.4148T--WN-2I08 Tile,Full-Height,Tackable Fabric 41H 48W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OPEN OFFICE 203 WS-03	96.26	2,117.72
136	6.00 Each	HERMAN MILLER INC FT181.1142T--WN-2I08 Upper Tile, Tackable Fabric 11H 42W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OPEN OFFICE 203 WS-03	41.98	251.88
137	6.00 Each	HERMAN MILLER INC FT181.1148T--WN-2I08 Upper Tile, Tackable Fabric 11H 48W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OPEN OFFICE 203 WS-03	44.50	267.00



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Item	QTY	Item Description	Unit	Extended
138	3.00 Each	HERMAN MILLER INC FT2G2.S24LL--LBV-WN Support Panel, Frame-Att, Sq-Edge, Left-Hand Support, Lam 24D LBV:warm grey teak WN:warm grey neutral Mark Line For: OPEN OFFICE 203 WS-03	130.98	392.94
139	3.00 Each	HERMAN MILLER INC FT2G2.S24RL--LBV-WN Support Panel, Frame-Att, Sq-Edge, Right-Hand Support, Lam 24D LBV:warm grey teak WN:warm grey neutral Mark Line For: OPEN OFFICE 203 WS-03	130.98	392.94
140	6.00 Each	HERMAN MILLER INC FTS10.2448LF--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/48 OPEN OFFICE 203 WS-03	157.49	944.94
141	3.00 Each	HERMAN MILLER INC FTS10.2484LF--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/84 OPEN OFFICE 203 WS-03	261.33	783.99
142	6.00 Each	HERMAN MILLER INC FTS21.2448LF--LBV-LBV Concave Corner Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 48W, Frame Atch LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/48 OPEN OFFICE 203 WS-03	244.92	1,469.52



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Item	QTY	Item Description	Unit	Extended
143	6.00 Each	HERMAN MILLER INC LW200.422--XS-WN-KA-CB-2R Lat File,W-Pull Freestd 2 Dwr 42W XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike CB:counterweight (recommended) 2R:side-to-side filing rail Mark Line For: LF/42/2H OPEN OFFICE 203 WS-03	578.48	3,470.88
144	6.00 Each	HERMAN MILLER INC FT199. Cable Management Trough Mark Line For: CMT OPEN OFFICE 203 WS-04	31.25	187.50
145	6.00 Each	HERMAN MILLER INC FT110.4624X Frame,No Base Covers 46H 24W Mark Line For: 46/24X OPEN OFFICE 203 WS-04	71.01	426.06
146	6.00 Each	HERMAN MILLER INC FT110.4648X Frame,No Base Covers 46H 48W Mark Line For: 46/48X OPEN OFFICE 203 WS-04	85.22	511.32
147	2.00 Each	HERMAN MILLER INC FT121.246 Conn 90,Universal,2way,90 deg-for 46H frames and lower Mark Line For: OPEN OFFICE 203 WS-04	27.46	54.92
148	5.00 Each	HERMAN MILLER INC FT121.346 Conn 90,Universal,3way-for 46H frames and lower Mark Line For: OPEN OFFICE 203 WS-04	31.88	159.40



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Item	QTY	Item Description	Unit	Extended
149	12.00 Each	HERMAN MILLER INC FT128.46 Connection Hardware, Frame-to-Frame 46H Mark Line For: OPEN OFFICE 203 WS-04	11.68	140.16
150	6.00 Each	HERMAN MILLER INC FT110.4642N--WN Frame,Base Covers, no knockouts 46H 42W WN:warm grey neutral Mark Line For: 46/42N OPEN OFFICE 203 WS-04	102.89	617.34
151	7.00 Each	HERMAN MILLER INC FT110.4648N--WN Frame,Base Covers, no knockouts 46H 48W WN:warm grey neutral Mark Line For: 46/48N OPEN OFFICE 203 WS-04	109.20	764.40
152	6.00 Each	HERMAN MILLER INC FT112.42AP--WN Frame Top Cap,Standard Ptd 42W WN:warm grey neutral Mark Line For: A OPEN OFFICE 203 WS-04	18.62	111.72
153	7.00 Each	HERMAN MILLER INC FT112.48AP--WN Frame Top Cap,Standard Ptd 48W WN:warm grey neutral Mark Line For: A OPEN OFFICE 203 WS-04	19.88	139.16
154	6.00 Each	HERMAN MILLER INC FT112.72DP--WN Frame Top Cap,Standard Ext to Span 2 Frames Ptd 72W WN:warm grey neutral Mark Line For: D OPEN OFFICE 203 WS-04	27.46	164.76



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Item	QTY	Item Description	Unit	Extended
155	5.00 Each	HERMAN MILLER INC FT123.146BP--WN Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 46H WN:warm grey neutral Mark Line For: 1/46B OPEN OFFICE 203 WS-04	20.83	104.15
156	2.00 Each	HERMAN MILLER INC FT123.246BP--WN Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 46H WN:warm grey neutral Mark Line For: 2/46B OPEN OFFICE 203 WS-04	26.51	53.02
157	2.00 Each	HERMAN MILLER INC FT126.2AP--WN Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 90-Deg Ptd WN:warm grey neutral Mark Line For: 2A OPEN OFFICE 203 WS-04	14.20	28.40
158	5.00 Each	HERMAN MILLER INC FT126.3AP--WN Top Cap, Conn 90-Deg, Connects-3 Frame Top Caps Ptd WN:warm grey neutral Mark Line For: 3A OPEN OFFICE 203 WS-04	14.20	71.00
159	7.00 Each	HERMAN MILLER INC FT160.46BP--WN Finished End,Base Cover Ptd 46H WN:warm grey neutral Mark Line For: 46B OPEN OFFICE 203 WS-04	27.77	194.39



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Item	QTY	Item Description	Unit	Extended
160	18.00 Each	HERMAN MILLER INC FT290.24L--WN Surface Cantilever, for 20"-or 24" deep surface,lft-hnd WN:warm grey neutral Mark Line For: L OPEN OFFICE 203 WS-04	15.47	278.46
161	12.00 Each	HERMAN MILLER INC FT290.24R--WN Surface Cantilever, for 20"-or 24" deep surface,rt-hnd WN:warm grey neutral Mark Line For: R OPEN OFFICE 203 WS-04	15.47	185.64
162	1.00 Each	HERMAN MILLER INC FT963.72NBC--91 Single-Sided Base Cover Kit,no knockouts,Attchmnt Base Covers on 2 Sides 72W 91:white Mark Line For: RK/72N OPEN OFFICE 203 WS-04	41.35	41.35
163	11.00 Each	HERMAN MILLER INC FT963.72NBC--WN Single-Sided Base Cover Kit,no knockouts,Attchmnt Base Covers on 2 Sides 72W WN:warm grey neutral Mark Line For: RK/72N OPEN OFFICE 203 WS-04	41.35	454.85
164	12.00 Each	HERMAN MILLER INC FT180.4124T--WN-2I08 Tile,Full-Height,Tackable Fabric 41H 24W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OPEN OFFICE 203 WS-04	63.76	765.12



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Item	QTY	Item Description	Unit	Extended
165	6.00 Each	HERMAN MILLER INC FT180.4142T--WN-2I08 Tile,Full-Height,Tackable Fabric 41H 42W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OPEN OFFICE 203 WS-04	90.90	545.40
166	20.00 Each	HERMAN MILLER INC FT180.4148T--WN-2I08 Tile,Full-Height,Tackable Fabric 41H 48W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OPEN OFFICE 203 WS-04	96.26	1,925.20
167	6.00 Each	HERMAN MILLER INC FT181.1142T--WN-2I08 Upper Tile, Tackable Fabric 11H 42W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OPEN OFFICE 203 WS-04	41.98	251.88
168	6.00 Each	HERMAN MILLER INC FT181.1148T--WN-2I08 Upper Tile, Tackable Fabric 11H 48W WN:warm grey neutral 2I08:grasscloth taro Mark Line For: OPEN OFFICE 203 WS-04	44.50	267.00
169	6.00 Each	HERMAN MILLER INC FT2G2.S24RL--LBV-WN Support Panel, Frame-Att, Sq-Edge, Right-Hand Support, Lam 24D LBV:warm grey teak WN:warm grey neutral Mark Line For: OPEN OFFICE 203 WS-04	130.98	785.88



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Item	QTY	Item Description	Unit	Extended
170	6.00 Each	HERMAN MILLER INC FTS10.2424LF--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/24 OPEN OFFICE 203 WS-04	103.21	619.26
171	6.00 Each	HERMAN MILLER INC FTS10.2442LF--LBV-LBV Rectangular Surface LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/42 OPEN OFFICE 203 WS-04	144.55	867.30
172	6.00 Each	HERMAN MILLER INC FTS21.2448LF--LBV-LBV Concave Corner Surface,Sq-Edge, Lam Top/Thermo Edge, 24D 48W, Frame Atch LBV:warm grey teak LBV:warm grey teak Mark Line For: 24/48 OPEN OFFICE 203 WS-04	244.92	1,469.52
173	6.00 Each	HERMAN MILLER INC LW100.20BBF--SB-XS-WN-KA-2F-2M Ped W-Pull,Freestd 20D B/B/F SB:full-extension ball-bearing XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike 2F:raised height 2M:drawer divider in box drawers, 2 file converters in file drawer Mark Line For: F/BBF OPEN OFFICE 203 WS-04	292.28	1,753.68



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Item	QTY	Item Description	Unit	Extended
174	6.00 Each	HERMAN MILLER INC LW100.20FF--SB-XS-WN-KA-2F-1M Ped W-Pull,Freestd 20D F/F SB:full-extension ball-bearing XS:textured paint on smooth steel WN:warm grey neutral KA:keyed alike 2F:raised height 1M:2 file converters in each file drawer Mark Line For: F/FF OPEN OFFICE 203 WS-04	253.13	1,518.78
175	1.00 Each	SHERIDAN GROUP-WAREHOUSE & LABOR LABOR Labor to Receive, deliver and install (6) small workstations, (6) large workstations, (1) conference room table with (10) chairs, lateral files, (1) private office	8,800.00	8,800.00

PRODUCT SUBTOTAL	\$96,122.07
LABOR SUBTOTAL	\$8,800.00
SERVICE SUBTOTAL	\$325.00
SALES TAX	\$8,131.50
GRAND TOTAL	\$113,378.57
Required Deposit 50.0% :	\$56,689.29

PLEASE REVIEW THIS SALES AGREEMENT AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

Financing Options For Your Consideration

We are pleased to offer the following finance proposal to help facilitate the acquisition of your new furniture solution. Our goal is to offer the best possible payment structure to meet your current and ongoing financing needs. We can provide a wide range of financing options and customized terms. Below, you will find the monthly payment amount for this proposal, for the typical 60 month term. This proposed financing is subject to credit approval by LEAF Commercial Capital, Inc. or its affiliates and the execution of mutually acceptable lease documentation. Does not include applicable sales tax. If you are interested in learning more about this option, please contact your The Sheridan Group representative.

Total Monthly Payment Amount: \$ 2,205.21



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Terms and Conditions of Sale

Sales Tax – Sales tax rates are subject to change without notice. The correct sales tax will be charged based on the DATE when the items are delivered/installed.

General- It is mutually understood and agreed that Sheridan Group's services and obligations are limited in scope to those items of work as set forth in the scope of this proposal and that Sheridan Group shall not be held responsible for breach of these services as a result of an act of God, strikes, work stoppages or any other delay beyond the control of Sheridan Group.

Payment Terms- The Buyer agrees to pay each invoice upon receipt. The Buyer agrees to pay the additional sum of one and one-half percent (1-1/2%) per month for any balance not received by Sheridan Group (SG) within 30 days from date of invoice.

Acceptance by SG of any partial or late payment, or SG's failure to object to any default shall not constitute a waiver of outstanding balances due.

Additional Services- This agreement does not provide for services not specifically called out in this document. Such services as painting/markings of furniture on the floor, field measure, inventory documentation of existing furniture, CADD/Specification work due to more than two changes to a floor plan, cleaning or repair of furniture necessitated by contractor or others related damage/dirt/debris/use, can be quoted based on hourly rates and estimated hours.

Reimbursable Expenses- Reimbursable expenses include, but are not limited to: travel expenses, printing expenses, express shipping charges, and are billed at cost.

Lead Time- Lead time estimates are based on the manufacturer's published production time in effect at the date of the proposal plus order processing and transit time. Lead times may vary based on time elapsed for receipt of Buyer's acceptance.

Buyer Request Cancellation or Changes - Requests for changes/revisions after order entry, must be reviewed by Sheridan Group to determine feasibility, cost ramifications and lead time impact. You may change or cancel an order **ONLY** with our prior written consent. Products are made to order and non-returnable after fabrication, shipment & delivery. Order changes and cancellations might be subject to price adjustment and/or restocking fees. Buyer agrees to pay all costs incurred by Sheridan Group as a result of the implementation of a revision. On-site changes order requests will incur charges as appropriate.

Delays- In the event that construction delays, or other causes not within SG's control, force postponement of the installation, the furnishings will be stored until installation can be resumed, and will be considered accepted by the Buyer for purposes of payment. Transfer and Storage charges incurred shall be paid by Buyer.

Freight Claims- Claims for transportation damage will be processed by the Buyer if product is shipped direct to the Buyer's facilities or other directed location, and received by Buyer. Claims for transportation damage will be processed by SG if product is shipped to SG's facilities or Buyer's facility and received by SG; any damaged merchandise will be repaired or replaced. Buyer will not withhold payment to SG because of freight damage.

Installation- Unless otherwise stated, the rates quoted are based on the following conditions: Non-Union labor, normal working hours (no over-time), elevator access directly into staging/installation area, site free and clear of conflicting trades. Site must include lighting and appropriate environmental conditions, priority use of elevators during off-loading, related trash removal, and loading dock availability. Hardwiring of electrical is not included and must be supplied by licensed electrician. Buyer will be available for final walk-through/punch list sign off.

Punch List- If necessary, after installation SG will prepare a punch list noting items requiring additional attention. Punch list items unusable, due to damaged product or manufacturer's delay of delivery, may be temporarily deducted from invoice. Payment for all products delivered and installed in good condition is to be made in full. In no case is payment to be withheld for acceptable products should any portion of the total job be unacceptable or undelivered. Payment for completed punch list items is due upon receipt of invoice for remaining balance.

Insurance- Once product has been delivered to Buyer's facility, Buyer agrees to take immediate full responsibility for full insurance coverage in SG's favor against the risks of fire, theft and physical damage until such time that invoice is paid in full. If Buyer



SHERIDAN GROUP
 2045 Pontius Ave
 Los Angeles, CA 90025
 SHERIDANINC.COM

Sales Agreement

Order Number: 527070	Account: Erin Duff
Date: 09/01/2023	Executive:
Customer Name: CITY OF PLACENTIA, CALIFORNIA	Project #:
Customer PO:	Terms: PAYMENT IN FULL
	Quote valid for: 30 days
	Email: 74@sheridaninc.com

authorizes SG to perform services on Buyer’s existing furniture (i.e. refinishing, reconditioning, reupholstering) and SG is required to remove the furniture from Buyer’s premises, Buyer agrees to provide proof of insurance for Buyer’s existing furniture and further agrees to hold SG harmless and indemnified for any damages done to their existing furniture.

Fabric/Leather/Finishes- Yardages/square-footages quoted for fabrics/leathers are approximate and subject to variation by virtue of actual physical measure and/or pattern or mill overruns. Any additional such fabric/leather shall be billed to Buyer at stated unit prices, payable upon receipt of invoice. SG will not be responsible for damages due to fading, sun rot, cleaning, or abnormal wear. SG does not guarantee uniformity of any product’s finish or color.

Ownership- SG shall have a security interest in and retain title to all product purchased hereunder until Buyer has fully performed all of its obligations under this agreement, including any future add-ons, late and extension charges, time charges and all other charges permitted by this agreement or by law. So long as SG continues to have such a security interest and retain title, Buyer shall, with regard to all such product, assume full risk of loss or damage, pay any discharge taxes and liens promptly, maintain in good order and make all repairs, use only for lawful purposes, use and keep only at the location delivered, sell, encumber or otherwise transfer part or all thereof only with the prior written consent of SG.

Claims and Warranties- SG shall pass all manufacturers warranties to Buyer. Other than the manufacturer’s warranty, SG makes no other warranty, either express or implied, as to any matter whatsoever, including without limitation, the product’s condition, or fitness for any particular use or purpose.

Enforcement Costs- Buyer shall pay all costs, charges, expenses, fees, and disbursements incurred by SG in taking and reselling the product, collecting any sums which may be due from Buyer, or any other enforcement of terms defined in this agreement.

Entire Agreement- This instrument constitutes the entire agreement between the Buyer and SG .

⚠ WARNING: Some or all of the products listed on this document were manufactured with chemicals that the State of California determined are a Health risk. For more information go to www.P65Warnings.ca.gov/furniture.

CLIENT ACCEPTANCE – Signature indicates acceptance of this sales agreement and it’s terms and conditions.

Client Authorized Signature

Date

Company Name

PO Number



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: SEPTEMBER 19, 2023

SUBJECT: **PURCHASE OF OPTICOM EMERGENCY VEHICLE TRAFFIC SIGNAL PREEMPTION DEVICES (PHASE V)**

FISCAL
IMPACT: EXPENSE: \$ 57,207.81 TOTAL PURCHASE PRICE
BUDGET: \$110,000.00 FY 2023-24 CIP BUDGET (659800-6741 JL#24201)

SUMMARY:

Traffic signal preemption systems work by remote communications between an approaching emergency response vehicle and the traffic signal to change the traffic signal to a green light without forcing the response vehicle to stop or slow down at the intersection. Over the past three years, the Public Works Department has implemented four phases of Opticom's Emergency Vehicle Preemption (EVP) system at 58 signalized intersections along various arterial roads. The implementation of Opticom equipment allows equipped public safety vehicles to secure the right-of-way through advance trigger of the signal green light, thus reducing emergency response times and further improving public safety services to the community.

The proposed purchase presented to the City Council for its consideration will expand and complete the existing Opticom network by equipping the remaining five (5) signalized intersections throughout the City that have yet to receive this new equipment.

RECOMMENDATION:

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

1. Authorize the City Administrator to approve a purchase order to DDL Traffic Inc., for the purchase and installation of five (5) Opticom EVS Traffic Signal Preemption Devices for a not-to-exceed amount of \$57,207.81; and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific Strategic Plan Goal or Objective associated with this Council action.

1.e.
Sept. 19, 2023

DISCUSSION:

Traffic signal preemption systems work by remote communications between an approaching emergency response vehicle and the traffic signal to change the traffic signal to a green light without forcing the response vehicle to stop or slow down at the intersection. It also flips the cross traffic to a red light to keep the intersection fully clear of any traffic for the approaching emergency vehicle. The first phase of the Opticom system was implemented in June 2020 at 30 key signalized locations throughout the City to help reduce emergency vehicle response time.

Currently, all fire apparatuses operated by the Placentia Fire Department, as well as all police patrol units are equipped with the Opticom EVP system. Additionally, the City's 9-1-1/Advanced Life Support paramedic service provider, Lynch EMS, also installed the necessary equipment to utilize the Opticom EVP system for the ambulances assigned to serve the City of Placentia. As of today, there are 58 signalized locations throughout the City equipped with the Opticom system to facilitate faster mutual-aid response times for Placentia Fire Department, Police Department and Lynch EMS assisting our neighbors.

The City maintains a total of 63 traffic signals including those shared-intersections with neighboring cities. The proposed purchase presented to the City Council for its consideration will expand and complete the existing Opticom network by equipping the five (5) remaining signalized intersections throughout the City that have yet to receive this equipment. Once concluded, this program will have upfitted every traffic signal in the City with the Opticom system. If approved by the City Council, Staff will procure the traffic signal equipment and coordinate with Public Safety Staff on the installation as quickly as possible.

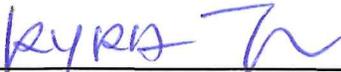
Global Traffic Technologies is the manufacturer of the Opticom EVP system, which is only available for purchase in Southern California through a sole source authorized dealer, DDL Traffic, Inc. (DDL). The City's Purchasing and Contract Guidelines allow for sole source purchases if a proprietary product is only available through a single source procurement. To facilitate, integrate, and ensure rapid mutual and automatic aid responses in and out of Placentia, it is necessary to utilize the same standardized system used by our neighboring jurisdictions. Staff reviewed the proposed unit pricing offered by the DDL bid against pricing offered to other jurisdictions to ensure competitive pricing, and the pricing is comparable to that secured by neighboring jurisdictions.

FISCAL IMPACT:

The City Council allocated a total of \$110,000 in Citywide Traffic Development Impact Fees to cover the purchase cost for these additional devices. The total purchase price for this additional phase amounts to \$57,207.81. As such, sufficient funds exist for the recommended actions.

Prepared by:

Reviewed and approved:



Kyra Tao, P.E., PTP
Transportation Manager



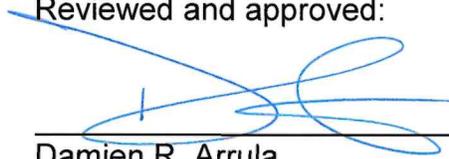
Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Opticom Equipment Quote from DDL Traffic Inc.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: SEPTEMBER 19, 2023

SUBJECT: **PURCHASE OF ONE (1) PUBLIC WORKS SERVICE TRUCK**

FISCAL
IMPACT: EXPENSE: \$73,951.56 PURCHASE PRICE
\$ 5,000.00 OUTFITTING/EQUIPMENT COSTS
\$78,951.56 TOTAL COST

SUMMARY:

The Public Works Department has several vehicles that have exceeded their useful service lives and need replacement. There is an immediate need to purchase one (1) Public Works service truck to replace one (1) 2006 Ford Ranger. The new vehicle will be utilized by the Public Works Superintendent overseeing landscaping maintenance, street maintenance, irrigation maintenance, and day-to-day maintenance activities throughout the City. The selected vehicle for this purchase is one (1) 2023 F-150 Lightning Crew Cab pickup truck and will be purchased from Fairway Ford. The truck is ready to be delivered upon receipt of an approved purchase order from the City. The total cost of the vehicle amounts to \$73,951.56. An additional \$5,000 has been identified as other costs to be utilized to outfit the vehicle with an arrow board, side steps, bedliner and necessary tools and equipment. This action authorizes a budget amendment allocating available funds from the Vehicle Replacement Fund for the purchase.

RECOMMENDATION:

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

1. Approve the purchase of one (1) 2023 Ford F-150 Lightning Crew Cab work truck from Fairway Ford in the amount of \$73,951.56 and an additional \$5,000 for outfitting costs of the vehicle upon receipt; and
2. Adopt Resolution No. R-2023-78, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator and/or his designee to issue a purchase order to Fairway Ford for this vehicle and execute all necessary documents, in a form approved by the City Attorney.

1.f.
Sept. 19, 2023

STRATEGIC PLAN STATEMENT:

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

DISCUSSION:

For this purchase, Staff evaluated the selected 2023 Ford F-150 Lightning Crew Cab truck to replace older vehicles within the City's fleet. The vehicle has been placed on order by Fairway Ford and is ready for delivery if approved by the City Council. Staff determined the Ford F-150 Lightning crew cab pickup truck to be a suitable vehicle for the needs of the Public Works Department due to its ideal size, lower maintenance costs, and ride comfort. The City currently operates a fleet of electric vehicles and the purchase of an electric vehicle for this utility use furthers the City's goal of transitioning its fleet to electric vehicles when feasible.

Staff received one (1) suitable competitive bid from Fairway Ford for one (1) 2023 Ford F-150 Lightning crew cab work truck in the amount of \$73,951.56. Staff recommends the purchase of the selected maintenance vehicle from Fairway Ford as they are the only vendor that can deliver this vehicle upon approval. Due to supply chain issues, there is a lack of vehicle inventory and a 2-3 year waiting period when ordering a truck directly from the factory. This action authorizes the purchase of one (1) Public Works maintenance vehicle for use by the Public Works Superintendent from Fairway Ford, utilizing available funds within the Vehicle & Equipment Replacement Fund. Upon taking delivery of this vehicle, it will be added to the City's fleet management list.

FISCAL IMPACT:

The quote from Fairway Ford to purchase one (1) 2023 Ford F-150 Lightning work truck is for a total of \$73,951.56. An additional \$5,000 has been identified as other costs to be utilized to outfit the vehicle with arrow board, side steps, bedliner and necessary tools and equipment. Resolution No. R-2023-78 (Attachment 1) shall authorize the use of the available funds within the Vehicle & Equipment Replacement Fund for a total of \$79,000 for the total purchase and outfitting costs. The current available fund balance in the Vehicle Replacement Fund is \$94,748. As such, sufficient funds exist for this expense. Once received, the vehicle will be added to the City's fleet inventory.

Prepared by:

Joel Cardenas

Joel Cardenas
Public Works Superintendent
Reviewed and approved:

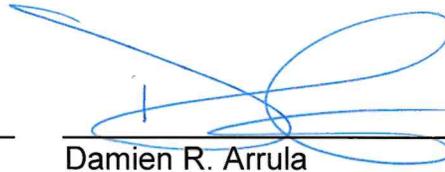
Reviewed and approved:

JL

Jennifer Lampman
Director of Finance
Reviewed and approved:



Luis Estevez
Deputy City Administrator



Damien R. Arrula
City Administrator

Attachments:

1. Quote from Fairway Ford
2. Resolution R-2023-78 – Budget Amendment



1350 Yorba Linda Boulevard • Placentia, • California • 92870
Tel: 714/ 524-1200 • Fax: 714/ 996-5610

QUOTE

DATE

JULY 17, 2023

CITY OF PLACENTIA

401 E CHAPMAN AVE

PLACENTIA, CA 92870

YEAR

2023

MAKE

FORD

MODEL

F150 LIGHTENING CREW CAB XLT

VIN# 1FT6W1EV0PWG30997

PRICE	\$67,995.00
TIRE FEE	\$7.00
SALES TAX	\$5,949.56
DMV FEE	\$0.00
TOTAL AMOUNT DUE	\$73,951.56

If you should have any questions regarding this QUOTE please contact Trina Maurer-Fleet Manager

RESOLUTION NO. R-2023-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2023-24 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 2023-24 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 2023-24, Resolution No. R-2023-42, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Vehicle & Equipment Replacement Fund	Fund Balance	Public Works	0041-3001	\$79,000	Decrease
Vehicle & Equipment Replacement Fund	Purchase of F-150 Lightning Truck	Public Works	413600-6842	\$79,000	Increase

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 19TH DAY OF SEPTEMBER 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 of the City of Placentia held on the 19th day of September 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: SEPTEMBER 19, 2023

SUBJECT: **APPROVAL OF PLANS & SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO SQUARE SIGN, LLC, FOR THE WAYFINDING DIRECTIONAL SIGNAGE PROJECT PHASE I, CITY PROJECT NO. 1403**

FISCAL

IMPACT: EXPENSE: \$ 86,145.49 CONSTRUCTION CONTRACT
\$ 8,615.00 TOTAL CONTINGENCY AMOUNT
BUDGET: \$ 200,000.00 FY 2023-24 CIP BUDGET (109800-6740, JL 24103-6740)

SUMMARY:

On October 5, 2021, the City Council awarded a professional services agreement to Selbert Perkins Design (SPD) to develop a citywide wayfinding signage program. Wayfinding signs are designed to inform and direct motorists and pedestrians to key points of interest within the community. On November 15, 2022, SPD presented the design concepts of the Wayfinding Signage Program to the Council and was directed to complete the engineered construction and fabrication documents and technical specifications of the project.

The City solicited competitive bids for the first phase of project construction on July 24, 2023. A total of six (6) bids were received for this project and the low bid submitted was by Square Signs in the amount of \$86,145.49. The City reviewed the bid received from Square Signs and found it to be accurate and responsive. Staff recommends that the City Council award a Public Works Agreement to Square Signs to construct the first phase of the Wayfinding Signage Program.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve the engineered construction plans & specifications prepared by Selbert Perkins Design, and approve a Public Works Agreement for this project with Square Sign in the amount of \$86,145.49; and
2. Reject all other bids received and authorize return of the bid bonds; and

1.g.
Sept. 19, 2023

3. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$8,615 for a total construction contract not-to-exceed amount of \$94,761.49; and
4. 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 conforms to Strategic Plan Goal 6 and Objective 6.2, Select Concepts and Install Citywide Wayfinding Signage.

DISCUSSION:

Wayfinding signage at key locations throughout a community helps to create unique community branding when announcing a motorist’s or pedestrian’s arrival at key destinations. Effective community wayfinding signage is a key component to economic development efforts and placemaking, and conveys a higher degree of a community’s sophistication and investment in its local infrastructure. The wayfinding signs will need to be designed such that the required information is presented in an attractive, creative, and master planned format that does not distract drivers from other roadway signage, while reflecting the City’s unique character and features.

On October 5, 2021, the City Council awarded a professional services agreement to Selbert Perkins Design (SPD) to develop the Citywide Wayfinding Signage Master Plan along with a Plans, Specifications, & Estimates (“PS&E”) package for the fabrication and installation of the wayfinding signs. On November 15, 2022, the City Council approved the Citywide, Transit Oriented/Packinghouse District and Old Town Placentia wayfinding signage designs. The proposed wayfinding program will be implemented over multiple phases based upon funding availability and the ability to incorporate the signage into larger projects. Subsequent to the completion of the project design approved by the City Council, the City solicited competitive bids for the construction of Phase 1A on July 24, 2023, and the following six (6) bids were received on August 14, 2023:

	BIDDER	BID AMOUNT
1	Square Signs LLC	\$86,146.49
2	Monarka Development Corporation	\$104,720
3	Outdoor Dimensions	\$141,639
4	A Good Sign and Graphics	\$158,305
5	Ad Art	\$171,689.64
6	Fluoresco Service, LLC	\$240,494.26

The Phase 1A construction will fabricate general wayfinding signs for points of interest found throughout the entire community and install these signs at all major corridors. The purpose of the general wayfinding signage is to help direct people to their desired destination or point of interest and amenities; enhance visitor and resident experiences; reduced driver, pedestrian, and bicyclist delays; and improve traffic flow and safety. The bid submitted by Square Signs was found to be the lowest responsive and responsible bid for this project. Reference checks for Square Signs were conducted and those agencies surveyed provided positive feedback regarding Square Sign's quality of work and its responsiveness in resolving construction issues. Staff recommends awarding a construction contract to Square Signs for the first phase of the Citywide Wayfinding Signage Project.

FISCAL IMPACT:

The total construction cost for Phase IA of the project amounts to \$94,761.49. This cost consists of the bid amount submitted by Square Sign in the amount of \$86,145.49, and a construction contingency in the amount of \$8,615. A total of \$200,000 is available in the FY 2023-24 Capital Improvement Program for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:

Reviewed and approved:



Kyra Tao, P.E., PTP
Transportation Manager



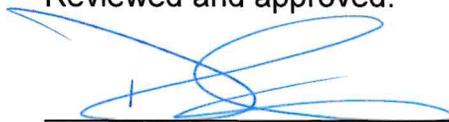
Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Public Works Agreement with Square Sign, LLC.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
FOR
WAYFINDING DIRECTIONAL SIGNAGE PROJECT PHASE I**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 19th day of September, 2023 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and SQUARE SIGNS LLC dba FRONT SIGNS (herein "Contractor"). The parties hereto agree as follows:

:

WITNESSETH:

A. WHEREAS, City requires the fabrication and installation of citywide wayfinding directional signage 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 Square Signs LLC dba Front Signs a (California corporation, partnership, individual) located at 3520 Valhalla Drive, Burbank, CA 91505.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.

- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement

of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum may be approved by the Contract Administrator. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding 10% of the Contract Sum must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Eighty-Six Thousand, One Hundred Forty-Six Dollars (\$ 86,146.49) (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 Sept 19, 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:

Gevorg Hambardzumyan, CEO

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.: Kyra Tao, Transportation Manager

To Contractor:
Square Signs LLC dba Front Signs
3520 Valhalla Drive
Burbank, CA 91505
Attn: Gevorg Hambardzumyan, CEO

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, 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.

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: _____

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Project No. 1403

CONTRACTOR – Square Signs LLC dba Front Signs

Gevorg Hambardzumyan

Date: 8/25/2023

Signature

Gevorg Hambardzumyan

Name and Title

Gevorg Hambardzumyan, CEO

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:

Kyra Tao

Date: 8/29/2023

Kyra Tao, Transportation Manager

DEPARTMENTAL APPROVAL

Luis Estevez

Date: 8/29/2023

Luis Estevez, Deputy City Administrator

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

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

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

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

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

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

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE
TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

Project No. 1403

EXHIBIT A
SCOPE OF SERVICES

Project No. 1403

EXHIBIT B
SCHEDULE OF PERFORMANCE

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:

Wayfinding Directional Signage Project Phase I 

- 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.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSUREDS
- III. **AUTOMATIC ADDITIONAL INSURED**
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. **WAIVER OF SUBROGATION**
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. **PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. 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.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

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

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. 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.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (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 are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that 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 purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

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

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by 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".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. 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.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

 - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
 - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to 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 III - Limits of Insurance.



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- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. 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:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.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, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is 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 the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away 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.

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.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**



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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

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

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 25, 2023

City of Placentia
401 E CHAPMAN AVE
PLACENTIA CA 92870

Account Information:

Policy Holder Details :	Square Signs LLC dba Front Signs
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Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

August 25, 2023

SQUARE SIGNS LLC DBA FRONT SIGNS
3520 W VALHALLA DR
BURBANK CA 91505

Policy Information:

Policy Number:	76 WEG AG6BRF
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get your certificate of insurance and more.

Need Help? Chat online or call us at (866) 225-
7966. We're here Monday - Friday.



INSURANCE ENDORSEMENT ATTACHED

***** PLEASE REVIEW THE CHANGE *****

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes, Please contact us.

Thank you for allowing us to service your business needs.

Sincerely,

Your Hartford Service Team



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE IN INFORMATION PAGE

INSURER: Hartford Casualty Insurance Company

NCCI Company Number: 14397

Audit Period: ANNUAL

Policy Effective Date: 06/01/23

Policy Expiration Date: 06/01/24

Policy Number: 76 WEG AG6BRF

Endorsement Number: 20

Effective Date: 08/25/23

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

Named Insured and Address:

SQUARE SIGNS LLC DBA FRONT SIGNS
3520 W VALHALLA DR
BURBANK CA 91505

FEIN Number: 81-3945364

Producer Name: AUTOMATIC DATA PROCESSING INS AGCY **Producer Code:** 76250717

It is agreed that the policy is amended as follows:

This is NOT a bill. However, any changes in your premium will be reflected in your next billing statement. You will receive a separate bill from The Hartford.

In consideration of no change in premium, it is agreed that:

Policy is amended to add the following condition(s):

Waiver of Our Right to Recover from Others Endorsement

Policy is amended to revise the following Endorsement Forms reflecting the changes made to your policy.

WC040306

WC990006A(.1P)

Countersigned by

Susan L. Castaneda

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/6/2023

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 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 Lake Insurance Agency 653 South B Street Lic #0747473 Tustin CA 92780	CONTACT NAME: Sandra Cox PHONE (A/C, No, Ext): (714) 263-3600 E-MAIL ADDRESS: sandra@lakeins.com		FAX (A/C, No): (714) 263-3600
	INSURER(S) AFFORDING COVERAGE		
INSURED Square Signs LLC Front Signs LLC, DBA: FrontSigns 1214 Grandview Ave., #C Glendale CA 91201	INSURER A: Westchester Surplus Lines Insurance Co		NAIC # 10172
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 23-24 Pollution Liability **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractor's Pollution Liability	X		G7445835A001	09/05/2023	09/05/2024	Each Occurrence	\$1,000,000
							Aggregate Limit	\$2,000,000

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

Re: Project # 1403 - WAYFINDING DIRECTIONAL SIGNAGE PROJECT PHASE I

The City of Placentia is included as Additional Insured per endorsement ENV-3250 (12/18)

CERTIFICATE HOLDER**CANCELLATION**

The 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 Elie Toby/SANDRA <i>Elie Toby</i>
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ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured Square Signs LLC dba Front Signs			Endorsement Number
Policy Symbol CPW	Policy Number G7445835A001	Policy Period 09/05/2023 to 09/05/2024	Effective Date of Endorsement 09/05/2023
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s): As required by written contract, prior to a loss to which this insurance applies.

The City of Placentia, 401 E Chapman, Placentia, CA 92870

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

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, 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 insureds.

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 exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
- b. 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 the additional insured as a part of the same project.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DAVID RADOMSKI, POLICE SERGEANT

DATE: SEPTEMBER 19, 2023

SUBJECT: **PLACENTIA PUBLIC SAFETY COMMUNICATIONS CENTER MOTOROLA PURCHASE AND UPGRADE**

FISCAL
IMPACT: EXPENSE: \$1,197,159.00 TOTAL PURCHASE PRICE OF EQUIPMENT
BUDGET: \$ 152,861.70 LEASE PAYMENT (105525-6935) FY 2024-25

SUMMARY:

New construction of the Placentia Public Safety building has begun. This mission critical facility will also be the new headquarters of Placentia Public Safety Communications (PPSC) dispatch center. With the expansion of the existing four (4) dispatching consoles to eight (8) fully functioning dispatching consoles, an upgrade to the Motorola radio consoles and radio backend is required. This purchase will procure the necessary hardware, installation, and support for the expansion into the new facility once the Phase 2 construction is completed.

RECOMMENDATION:

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

1. Authorize the City Administrator to approve a 10-year financing agreement with Motorola Solutions for the total purchase not-to-exceed the amount of \$1,197,159.00 (annual payments of \$152,861.70); and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

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

DISCUSSION:

In anticipation of the move to the new PPSC facility, Staff is recommending the replacement of the current console radios in the dispatch center to be compatible with the current specifications

1.h.
Sept. 19, 2023

required by Motorola Solutions and the County of Orange. Our current radio consoles are approaching their final 18 months of service. The City currently pays \$167,000 annually in lease payments to Motorola via the Joint Agreement with the County of Orange for this equipment. Additionally, our current radios are not compatible with the latest generation (analog vs. digital) and cannot be concurrently used in the same dispatch center due to feedback and audio delay issues. In terms of this existing ongoing operations expense, the City will see a \$141,383 savings over the next 10-year term while acquiring the latest equipment available to our communication center.

Motorola Solutions is the sole-source provider for radio communications equipment as agreed upon by the Orange County Countywide Coordinated Communications System's thirty-four (34) partner cities. In turn, they provide pre-negotiated contract pricing based upon the Motorola Orange County Price Book for participating agencies. This is in partnership with the existing Joint Agreement with the County of Orange for public safety radio communications. Staff is asking Council to waive the bidding requirements to deliver a prompt deployment of this new radio infrastructure as allowed by City Policy 03.08.070 (6). Cost savings presented by Motorola Solutions was found to be substantial when compared to widely available published manufacturer pricing (discount vs. list pricing attached in quote for reference.)

FISCAL IMPACT:

The not-to-exceed purchase order amount for the radio equipment is \$1,197,159.00. Year 1 of the financing structure is deferred until 9/15/24 with (10) ten annual payments of \$152,861.70 thereafter. Payments will not be due until the 2024-2025 budget cycle, with no impact to the current budget cycle.

Prepared by:



David Radomski
Police Sergeant

Reviewed and approved:



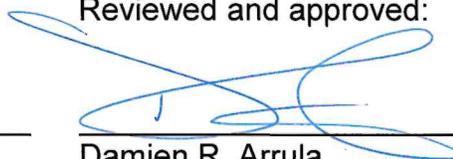
Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Placentia PD_MCC 7500E_Console_Proposal_9_11_2023



8/10/23

City of Placentia
401 Chapman Ave
Placentia CA 92870

RE: Municipal Lease # 25433

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25433 are valid for contracts that are executed and returned to Motorola on or before **September 25, 2023**. After **9/25/23**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Placentia

E-mail Address: _____
Attention: _____
Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25433

LESSEE:

City of Placentia
401 Chapman Ave
Placentia CA 92870

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for

Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or

measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 15th day of September, 2023.

LESSEE:
City of Placentia

By: _____

Printed Name: _____

Title: _____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

Uygar Gazioglu

Title Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Placentia, an entity duly organized and existing under the laws of the **State of California** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25433**, between _____ City of Placentia and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Placentia, hereto this _____ day of June, 2023.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25433 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Placentia

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 25433
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25433** ("Lease"), between Lessor and _Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 120 Months

Commencement Date: 9/15/23

First Payment Due Date: 9/15/24

10 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Schedule A

Equipment List

QTY	Part Number	Description
1	SQM01SUM0323	ASTRO MASTER SITE
2	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	CA03517AD	ADD: CORE EXPANSION
1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
8	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
8	UA00653AA	ADD: BASIC CONSOLE OPERATION
8	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
8	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
8	UA00658AA	ADD: SECURE OPERATION
8	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
8	UA00661AA	ADD: ENHANCED IRR
8	UA00660AA	ADD: OTEK OPERATION
8	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
8	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
8	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
8	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
32	B1952	SPEAKER, DESKTOP, USB
32	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
32	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
32	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
16	B1913	MCC SERIES HEADSET JACK
16	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
8	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
8	DSACM3151	TRANSMIT FOOT SWITCH 24 IN
8	DS980000802	LOGITECH: Z150 MULTIMEDIA SPEAKERS, MIDNIGHT BLACK
8	BKN2001	FRU, USB CABLE, TYPE A TO TYPE C, 4.5M
8	BLN6200	AC POWER STRIP, 6 OUTLET
8	T8742	MCAFEE FOR WINDOWS CLIENT, A2019.2
1	L37TSS9PW1 N	ALL BAND CONSOLETTTE
1	G806	ENH: ASTRO DIGITAL CAI OP APX
1	G48	ENH: CONVENTIONAL OPERATION
1	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)
1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
1	G78	ADD: 3Y ESSENTIAL SERVICE
1	CA01598	ADD: AC LINE CORD US
1	GA05509	DEL: DELETE UHF BAND
1	G90	ADD: NO MICROPHONE NEEDED
1	GA05507	DEL: DELETE 7/800MHZ BAND
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	T8492	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING

2	CA03448AA	ADD: STATEFUL FIREWALL
4	TRN7343	SEVEN AND A HALF FOOT RACK
4	DDN9748	19 INCH BLACK SHELF
20	0784384T03	BRACKET RACK STANDOFF 51/4IN
10	0784469Y02	BRACKET,BRKT, CBL SUPPORT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
4	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
7	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
1	F0016A	MC IOT MAIN MODEL
1	VA01370AA	ADD: MC-EDGE
1	VA00985AA	ADD: NO PIGGY_MC-EDGE
1	VA00989AA	ADD: 8DO EE 16DI 5-18 V /DRY
1	VA00147	ADD: FRONT CABLE COVERS
1	VA00009	ADD: AC POWER SUPPLY UNIT 12V / 5A DC OUTPUT
1	VA00155	ADD:DC POWER CABLE
1	DSIABDIN4	PANDUIT IABDIN4 4 RACK UNIT DIN RAIL FOR EIA 19" MOUNT
2	DSJACX7024AC1Y	ACX7024 AC 1 YEAR CORE + BUNDLE
1	DSJJNP100GDAC1M	QSFP28 100G DAC 1M
6	DSJSFP1GET	SFP 1GE BASE-T TRANSCEIVER, ROUTING
2	DSIGSFP1GELX	SFP OPTIC MODULE - 1G LX
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
4	CA03717AA	ADD: ACIM INTERFACE
4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
4	CA03717AA	ADD: ACIM INTERFACE
4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
8	CA03717AA	ADD: ACIM INTERFACE
8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE
1	T8810	STANDALONE DSC 8000 CONTROLLER
1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER
1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW
1	CA03832AA	ADD: NM/DISPATCH CONVENTIONAL SITE
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
1	T8811	DSC AC POWER SUPPLY CHASSIS
1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT
1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC
1	CLN9070A	SWITCH,HPE 2930F 24 PORT POE SWITCH (NON-TAA)
6	F2380	MCD 5000 DESKSET
6	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
6	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
1	CLN1868	2930F 24-PORT SWITCH
1	F7879	SM, RADIO GATEWAY UNIT (RGU)
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS
1	CLN1868	2930F 24-PORT SWITCH

2	CLN1866	FRU: 1M DAC CABLE
1	DSJ4860D	HPE ARUBA 1G SFP LC LH 70KM SMF TRANSCEIVER
1	DSDS1X03CS36UN	148-174MHZ 3DB GAIN OMNI CONTROL STATION ANTENNA WITH N-TYPE CONNECTOR
3	DSBCH11108	8 CHANNEL CONTROL STATION COMBINER (PASSIVE), CSC02,746-806MHZ
6	DSDS7G08Y60U	746-896 MHZ YAGI ANTENNA, 60 DEGREE BW 8DBD GAIN W/ N-TYPE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
4	CA03717AA	ADD: ACIM INTERFACE
4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
2	BLN6200	AC POWER STRIP, 6 OUTLET
1	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
1	B1952	SPEAKER, DESKTOP, USB
1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1913	MCC SERIES HEADSET JACK

City of Placentia (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		4.710%				
	Event	Date	Amount	Number	Period	End Date
1	Lease	9/15/2023	\$ 1,197,159.00	1		
2	Lease Payment	9/15/2024	\$ 152,861.70	10	Annual	9/15/2033
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	9/15/2023				\$ 1,197,159.00	
1	9/15/2024	\$ 152,861.70	\$ 56,386.19	\$ 96,475.51	\$ 1,100,683.49	
2	9/15/2025	\$ 152,861.70	\$ 51,842.19	\$ 101,019.51	\$ 999,663.98	
3	9/15/2026	\$ 152,861.70	\$ 47,084.17	\$ 105,777.53	\$ 893,886.45	
4	9/15/2027	\$ 152,861.70	\$ 42,102.05	\$ 110,759.65	\$ 783,126.80	
5	9/15/2028	\$ 152,861.70	\$ 36,885.27	\$ 115,976.43	\$ 667,150.37	
6	9/15/2029	\$ 152,861.70	\$ 31,422.78	\$ 121,438.92	\$ 545,711.45	
7	9/15/2030	\$ 152,861.70	\$ 25,703.01	\$ 127,158.69	\$ 418,552.76	
8	9/15/2031	\$ 152,861.70	\$ 19,713.83	\$ 133,147.87	\$ 285,404.89	
9	9/15/2032	\$ 152,861.70	\$ 13,442.57	\$ 139,419.13	\$ 145,985.76	
10	9/15/2033	\$ 152,861.70	\$ 6,875.94	\$ 145,985.76	\$ -	
Grand Totals		\$ 1,528,617.00	\$ 331,458.00	\$ 1,197,159.00		

INITIAL INSURANCE REQUIREMENT: \$1,197,159.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25433** to that Equipment Lease Purchase Agreement number **25433** will be maintained by the City of Placentia as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25433** , City of Placentia , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25433 to that Equipment Lease Purchase Agreement number 25433. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25433 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Placentia**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25433

Lease Schedule A No. : 25433

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25433. See Schedule A for a detailed Equipment List.

LESSEE:

City of Placentia

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25433) held on **(Enter date) September 5, 2023**, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Placentia(Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.



Part I Reporting Authority		If Amended Return, check here ►	
1 Issuer's name City of Placentia		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 401 Chapman Ave	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Placentia CA 92870		7 Date of issue 9/15/23	
8 Name of issue Equipment Lease-Purchase Agreement 25433		9 CUSIP number none	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	1,197,159.00	
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
19b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	9/15/33	1,197,159.00	n/a	10 years	4.71%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ► _____ years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ► _____ years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ► _____

34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - c** Enter the name of the GIC provider ▶ _____
 - 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
 - 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
 - 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box.....▶
 - 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box.....▶
 - 41a** If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
 - 42** If the issuer has superintegrated the hedge, check box.....▶
 - 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box.....▶
 - 44** If the issuer has established written procedures to monitor the requirements of section 148, check box.....▶
 - 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement.....▶ _____
 - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of Authorized Representative	Date	Title	<input type="checkbox"/>

issuer's authorized representative paid preparer
Date
Signature of



MOTOROLA SOLUTIONS

Placentia Police Department

Dispatch Center Implementation

MCC 7500E, MCD 5000, and MC Edge Installation

August 15, 2023

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PS-000143781

Motorola Solutions, Inc.
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August 15, 2023

Sergeant David Radomski
Placentia Police Department
401 E. Chapman Ave.
Placentia, CA 92870

Subject: Dispatch Center Implementation

Dear Sgt. Radomski,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Placentia Police Department (Placentia PD) with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the new Placentia Police Department Dispatch Center under construction and provides:

- Equipment including eight (8) new MCC 7500E dispatch positions with accessories, six (6) MCD 5000 desksets, and one (1) MC Edge devices to provide AUX I/O control via the dispatch positions.
- A New VHF APX Console plus the installation of customer provided.
- Site equipment including MPLS routers.
- Services to implement the proposed equipment.

This proposal is subject to the terms and conditions of the enclosed Lease Communications System and Services Agreement ("Lease CSSA"), together with its Exhibits and shall remain valid for 60 days. Placentia PD may accept the proposal by delivering to Motorola the CSSA signed by a Placentia PD representative. Motorola Solutions would be pleased to address any concerns Placentia PD may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Daniel Ramsden, at (949) 898-1455.

We thank you for the opportunity to furnish Placentia Police Department with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Jerry Burch
MSSSI Vice President
MOTOROLA SOLUTIONS, INC.

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Section 1

System Description

1.1 SYSTEM OVERVIEW

Motorola Solutions is pleased to provide the City of Placentia with a proposal for equipment and services to implement a dispatch solution for the new Placentia PD Dispatch center. The proposed solution consists of new ASTRO® 25 series MCC 7500e IP dispatch consoles to provide the Placentia Police Department with a scalable and dynamic P25 dispatch platform. These new MCC 7500e dispatch consoles will be installed in Placentia's new dispatch center, along with a new dispatch LAN, site networking equipment, Juniper MPLS routers, and MCD 5000 desksets with Radio Gateway Unit. The MCD 5000s will be integrated with the County provided APX 700/800 MHz Consolettes that will be migrated from the previous dispatch center. Motorola will also install and test an RF distribution system for the County provided 700/800 MHz Consolettes, a new VHF APX Consolette and antenna system, and relocate an existing Low Band VHF CDM 750 radio and install a new low band antenna system.

Specifically this proposal includes the following equipment and licensing:

- Two (2) MCC 7500E Console Licenses (QTY 5 each)
- One (1) UNC Device License (QTY 10)
- Eight (8) MCC 7500E Consoles with standard accessories, no displays
- One (1) VHF APX Consolette
- One (1) 800 MHz antenna system, comprised of six (6) 800 MHz antennas and three (3) control station combiners, one (1) VHF antenna system, one (1) low band VHF antenna system.
- Six (6) MCD 5000s desksets and one (1) Radio Gateway Unit (RGU)
- Three (3) MCG 8000 conventional channel gateways (CCGWs)
- Two (2) SRX 345 routers
- Two (2) HP 2930F 24 Port switches
- One (1) HP 2930F 24 Port POE switch
- One (1) MC-Edge AUX I/O gateway
- Two (2) Juniper ACX7024 Cloud Metro Routers
- One (1) HPE Aruba 1G SFP LC LH 70KM SMF Transceiver
- One (1) DSC 8000 conventional site controller (CSC)
- Reuse of the City's existing APX Consolettes
- Spares

A high level block diagram is shown below.

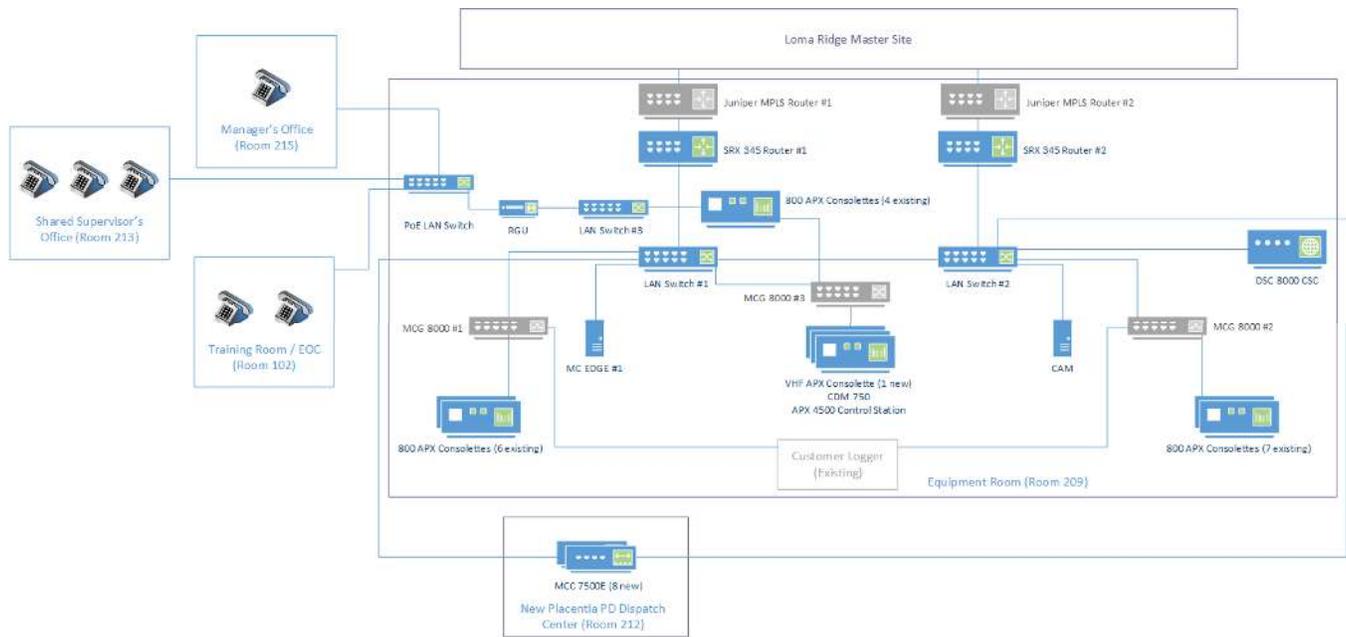


Figure 1-1 Proposed System Architecture

1.2 DISPATCH CONSOLE CONFIGURATION

The proposed console will interface seamlessly with Orange County ASTRO® 25 system. The proposed solution offers Placentia PD with eight (8) dispatch positions using the MCC 7500E dispatch platform to provide a small form factor, familiar GUI, and advanced features.

1.2.1 MCC 7500E

The MCC 7500E Dispatch Console will provide Placentia PD with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis. The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. The MCC 7500E dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch as shown in the Equipment list.



Figure 1-2 MCC 7500E Dispatch Console GUI

CUSTOMIZABLE DISPATCH INTERFACE

The proposed MCC 7500E console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis. The proposed MCC 7500Es can be configured to have the same screen layout and functionality of the City's existing dispatch consoles. Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed. Instant Recall has also been provided to allow for dispatchers to replay transmissions from the console directly.

MCC 7500E CONSOLE OPERATOR POSITION WITH CC HUB

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch. The MCC 7500E uses the all-in-one CommandCentral Hub (CCHub) to consolidate ports and interfaces, internal software, USB hubs, and power supplies into one desktop device.



Figure 1-3 CommandCentral Hub (Rear View)

The following list describes the components included for each dispatch position in the proposed configuration:

- CommandCentral Hub.
- 4 Desktop Speakers.
- 2 Headset Jacks.
- 1 Headset.

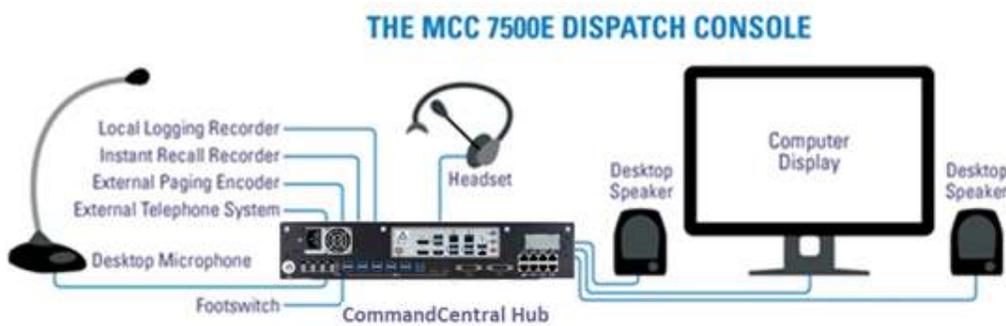


Figure 1-4 MCC 7500E Dispatch Position

AUX I/O SUPPORT

The proposed console supports Global Auxiliary Inputs/Outputs (AUX I/Os) for remote status indications or remote control through dispatch positions. Global AUX I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and maybe accessible to multiple dispatch positions. AUX I/O Servers provide the AUX I/O feature for the consoles. An AUX I/O solution has been included in this proposal to support Placentia PD's operations.

ENHANCED INTEGRATED INSTANT RECALL RECORDER (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

1.3 PROTECTING COMMUNICATIONS

The console enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that Placentia PD's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.3.1 SECURE COMMUNICATIONS AT THE CONSOLE

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio users to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

1.3.2 KEY STORAGE

The key material for performing audio encryption and decryption is stored locally on the MCC 7500E Dispatch Console in a software key file. The key can be generated in a KVL 4000 or KVL 5000 and then applied as a software file, via a USB connection, to the CC Hub PC and placed in the appropriate MCC7500E folder. This key material is also associated with a Common Key Reference (CKR), so that the appropriate key can be selected for a given talkgroup or a special call type.

1.3.3 SOFTWARE KEY MANAGEMENT

There are 4 methods for loading keys into the MCC 7500E Dispatch Console:

- Using the Key Variable Loader (KVL) to generate a software key file.
- Over the Ethernet Keying (OTEK) with the Key Management Facility (KMF).
- Using the KMF to generate a software key file.
- Utilize the Motorola Solutions Key File Creation Tool to create a key file.

1.3.4 OVER-THE-ETHERNET KEYING (OTEK)

Key management through OTEK provides the ability to manage the keys for a dispatch position using only a Key Management Facility (KMF). In OTEK, the management and distribution aspects of key management are all performed by the KMF. Distribution of the key management information is done across the radio system's IP network from the KMF to each dispatch console. Note that a KMF is not included in this proposal as it is expected Placentia PD would use the County's KMF.

1.3.5 INTEGRATION WITH THE ASTRO 25 NETWORK

The proposed dispatch consoles seamlessly integrate into the Orange County ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission critical network. Additionally, the MCC 7500E is available with a High Availability option, using redundant Ethernet ports, that protects against the loss of multiple dispatch positions due to a LAN switch failure. The MCC 7500E can automatically detect the failure and initiates a seamless switchover, no need to perform manual intervention allowing dispatchers to remain focused on the task at hand. This feature ensures no interruption in the dispatching operations. The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.3.6 CONNECTION TO THE ASTRO 25 SYSTEM

The ASTRO 25 system's architecture is flexible and will be configured to meet Placentia PD's unique needs.

Dual Site Link

The proposed console site for Placentia PD is remote from the core site and has been designed to support redundant site links to provide path diversity. The console site has two logical connections to the core site, with each connection using a different MPLS router. Each console site gateway provides an interface that handles the following IP traffic between the proposed console site and the Orange County ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- AUX I/O traffic for the AUX I/Os being handled by the dispatch positions.

The site gateways fragment and prioritize large IP packets according to industry standards and convert Ethernet data to the desired transport medium.

LAN Switches

LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Service technicians can access the system's configuration manager and service the equipment through the switch.

1.4 APX ALL-BAND CONSOLETTTE

As part of the proposed solution Motorola will provide a new VHF APX Consolette and install Placentia PD's existing APX Consolettes. The APX VHF Consolette provides a low-cost, mid-power wireless dispatch solution as an ideal complement to a modern dispatch center. The APX VHF Consolette can also be used as an emergency backup station when infrastructure is offline, or for wireless access to different system types for increased interoperability between agencies.



Figure 1-5 APX All-Band Consolette

The APX VHF Consolette's P25 operation ensures that communications are clear and continuous. Compatibility with legacy systems allows coordination across multiple users, agencies, and systems. The robust metal housing provides durability and allows for easy servicing. The integrated front panel numeric keypad allows fast access to radio controls. In addition, features and benefits of the APX VHF Consolette include:

- Upgradeable to Multi-Band Operation in One Radio – The APX VHF Consolette can be upgraded to add additional RF band support in the existing radio. This can deliver the convenience of four radios in one while maintaining APCO TIA receiver specifications. When configured as an All-Band radio, personnel can use one Consolette to communicate and provide dispatch operations across multiple digital and analog networks that operate in any of four following frequency bands: 700MHz and 800 MHz, VHF, and UHF (R1/R2).
- Meets Radio Users' Needs – The APX VHF Consolette is compatible with the following optional advanced features and data applications: programming over Project 25 (POP25), text messaging, Over-the-Air Rekeying (OTAR), and enhanced encryption software options. It is also capable of extended dispatch operation including: emergency alarm ACK encode, radio inhibit/uninhibit encode, radio monitor encode, radio check encode, status query encode, status query response decode, status update decode, and message update decode.

1.5 MCG 8000

Included in this proposal are MCG 8000s, the latest conventional channel gateway hardware provided by Motorola Solutions. The MCG 8000 provides the interface between the IP network and conventional sites in an ASTRO®25 system by translating voice and data into the format needed for each individual site type. The MCG 8000 supports circuit based, serial and Ethernet based interfaces to conventional

base stations. The CCGW serves as the control point between the Master Site and the conventional site devices.

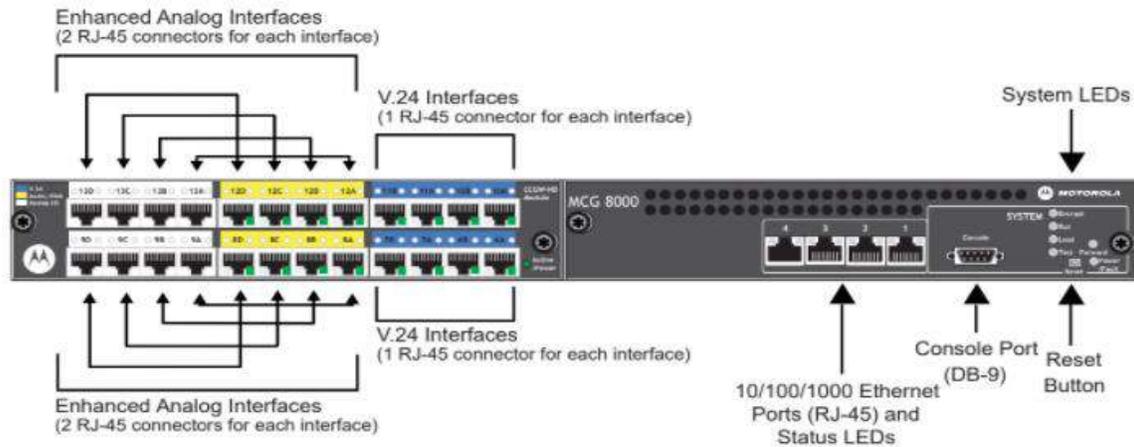


Figure 1-6 MCG 8000

1.6 MCD 5000 DESKSET SYSTEM SOLUTION

The MCD 5000 Deskset System is a powerful VoIP (Voice-over-IP) solution that streamlines remote communications and dispatching. Its ability to quickly communicate with and remotely control radios makes it ideal for geographically dispersed operations such as dispatch centers like Placentia PD's new dispatch center, call monitoring centers, and back-up sites.

Ergonomic Design

The MCD 5000's simple and straightforward design lets users quickly read and assess important information. Its large LCD screen is easily visible from any angle, clearly displaying messages, channel status, and channel names, as well as emergency and user IDs. Buttons on the Deskset can be programmed to quickly control specific functions based on the needs of each user.

Intuitive Remote Control

Each Deskset connects to a single radio device and allows the operator to exercise independent control over that radio. The digital control link emulates the buttons and display of the radio it is connected to, allowing the desktop user to perform all functions of a radio control head through the Deskset. The unit also includes outputs for connection to dispatch logging recorders, simplifying the logging of dispatch activities. Additionally, a Radio Gateway Unit (RGU) can be connected, allowing one MCD 5000 to control up to four radios at once.

Easy User Customization

Various tools are included to customize the device for each individual user, allowing for faster support. This includes a configuration tool, which allows remote use from anywhere on the network, or for a local user with an Ethernet connection. Users can also configure reports to remotely run, allowing them to perform queries to access information to make critical decisions in real-time. Additional supervisor

reporting tools can add and monitor each MCD 5000, which can be used to enhance training efforts and operational efficiencies.



Figure 1-7 MCD 5000 Deskset

1.7 MC-EDGE IOT GATEWAY

The MC-Edge is an intelligent gateway designed for IoT applications. MC-Edge’s extensive security, ultra-reliable communication capabilities and reliability of transport across two-way radio, LTE, and analog radio modes make it easy for you to implement, support and grow your IoT systems to fully support all your mission-critical operations. Built for versatility, MC-Edge has you covered today, and prepared for tomorrow.

When integrated into the new Placentia PD dispatch center and the MCC 7500E consoles, the MC-Edge can be used to control physical access at the new dispatch center.



Figure 1-8 MC-EDGE IoT Device

1.8 JUNIPER ACX7024 MPLS ROUTER

Juniper's ACX7024, from the ACX7000 line, is an industrial-rated (i-temp), compact, fixed, 1 U (24 cm deep), high-performance multiservice router. Next-generation silicon delivers 360 Gbps of throughput, a comprehensive feature set, and the scale needed to support the performance and bandwidth requirements of today and tomorrow. ACX7024 fixed ports include 24 multi-rate (SFP28) ports, each configurable as 1GbE, 10GbE, and 25GbE, enabling operators to perform today's most common upgrades on a port-by-port basis. An additional 4 fixed (QSFP-28) 100GbE uplinks are available to support scale.

The ACX7024 incorporates 6 integrated fans (5+1 redundancy) for front-to-back and side-to-side (with baffle) airflow. It comes with 2x field replaceable AC or DC power supplies (1+1 redundancy). Cost-effective and efficient thermal design enables usage of high-power 100GbE ZR transceivers on all supporting ports. It incorporates precision timing capabilities, including advanced Class C timing for low-latency 5G services and GPS/GNSS (Global Navigation Satellite System) transceiver for best-in-class network experience. It supports next-generation protocols, including Multi-Packet Label Switching (MPLS) which is the networking protocol used to connect the Dispatch site to the Orange County network.



Figure 1-9 Juniper ACX7024 Router

1.9 RACK LAYOUT

The layout of the proposed site equipment is shown below. Final locations and equipment may vary based upon Placentia PD input and the implementation team at CCSI that will be initially staging the site equipment. Installation of the Placentia/Orange County provide APX consolettes will be performed in the field.

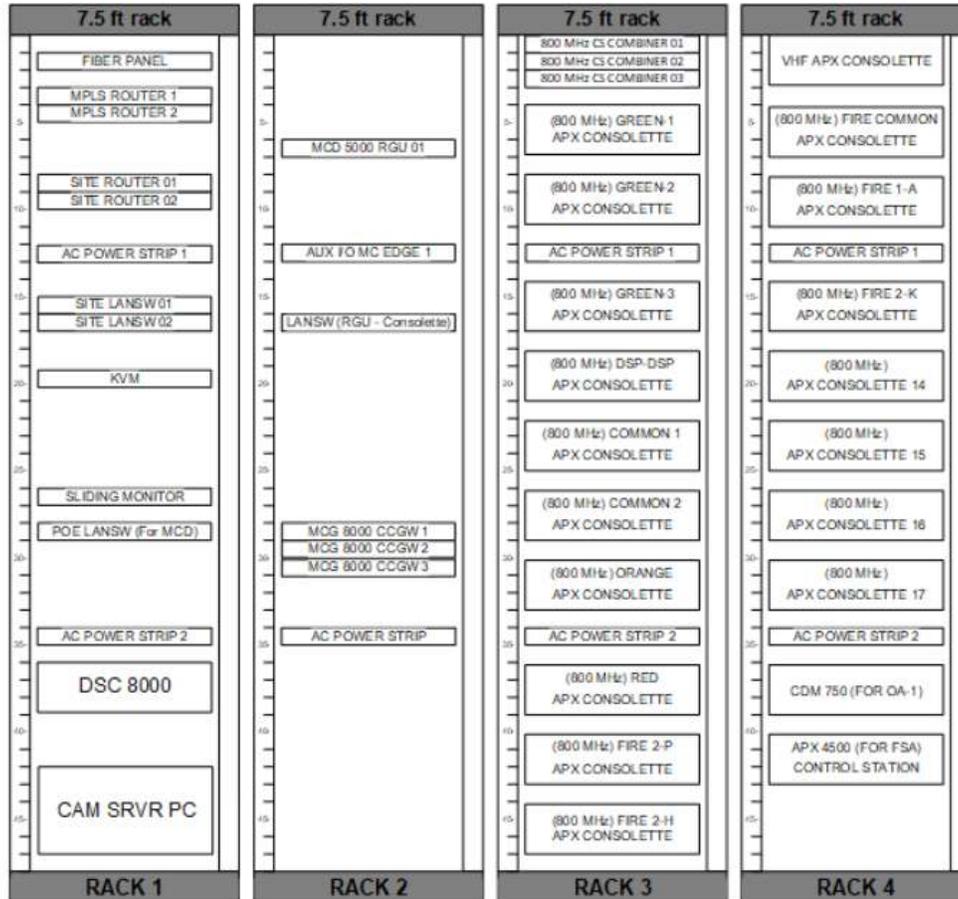


Figure 1-10 Proposed Rack Face Diagram

1.10 DARK FIBER BACKHAUL

Motorola is also proposing to assist Placentia PD/Orange County with a redesign of the backhaul from the existing Placentia PD site to the ASTRO Core to reduce monthly communication costs. The existing Placentia PD site has a direct connection to the Loma Ridge Master site but a new backhaul path will be established through the new Placentia Dispatch Center over customer provided dark fiber backhaul.

The existing site will retain its current Site ID, and remain a logically separate site, but will connect through the newly established backhaul through the new Placentia Dispatch Center. The proposed network diagram is shown below.

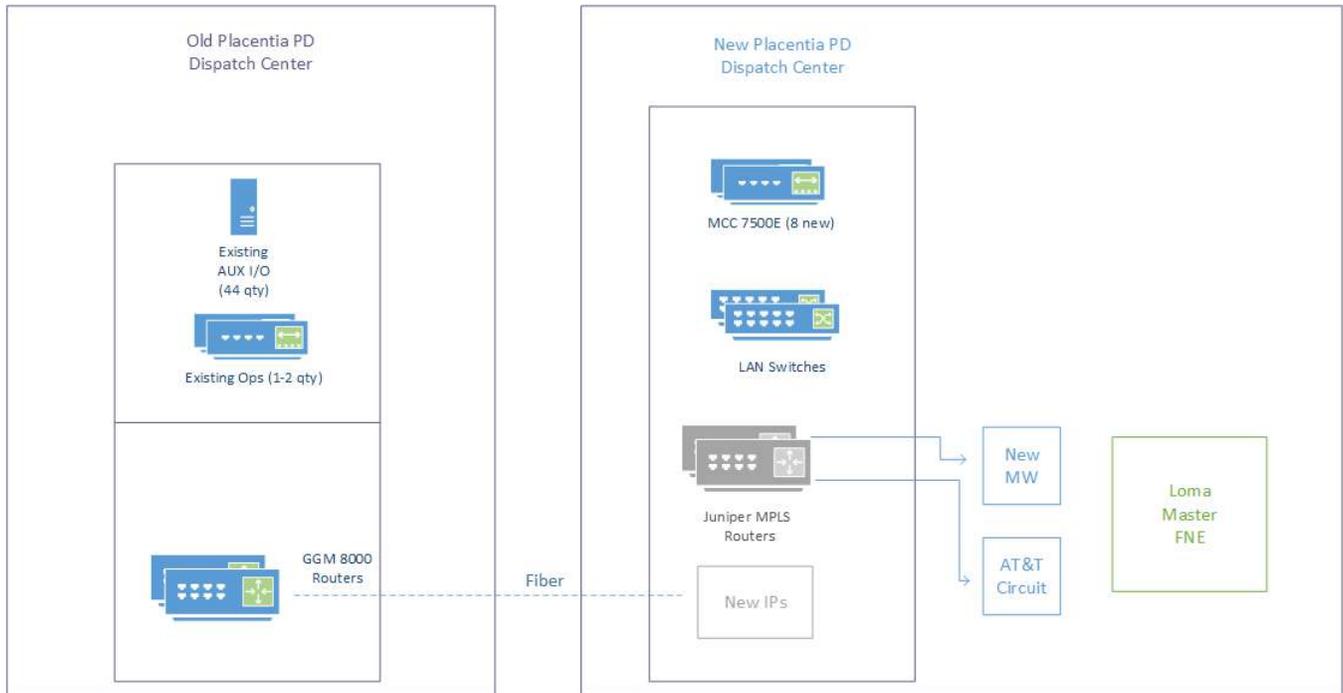


Figure 1-11 Proposed Backhaul Connectivity

Motorola will provide engineering and installation support as well as a new 2930F switch and Aruba 1G SFP SMF Transceiver to support the new backhaul.

Section 2

Statement of Work

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Placentia.

The tasks described herein will be performed by Motorola, its subcontractors, and the City of Placentia to implement the solution described in the System Description. This SOW describes the actual work involved in installation; identifies the installation standards to be followed; and clarifies the responsibilities for both Motorola and the City of Placentia during the project implementation. Specifically, this SOW provides:

- A summary of the tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and the City of Placentia.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. Motorola has identified the equipment locations to be used for the new system. Should any of the locations change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Design Review (DR), and any other change orders that may occur during the execution of the project.

2.1 Task List

Tasks	Motorola	City of Placentia
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X

Tasks	Motorola	City of Placentia
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Review safety, security, and site access procedures.	X	X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X

Tasks	Motorola	City of Placentia
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Deliverable: Equipment procured and ready for shipment.		
System Staging		
Ship all equipment needed for staging to CCSI staging facility.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment as it will be configured in the field at the Placentia Dispatch Site	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Inventory the equipment with serial numbers and installation references.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment, Storage and Final Configuration		
Provide secure location at Loma Ridge to receive solution equipment.		X
Ship MCC 7500E solution equipment to Loma Ridge for system integration and testing	X	
Field Stage MCC 7500E equipment, configure, integrate and test proposed MCC 7500E solution equipment.	X	
Pack and move the integrated MCC 7500E consoles to the Placentia PD dispatch site	X	
Receive solution equipment.		X
Inventory solution equipment	X	X
Deliverable: Solution equipment received, configured and ready for installation		

Tasks	Motorola	City of Placentia
General Installation		
Deliver solution equipment to installation location (Placentia PD).	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Install new seismic racks for solution equipment in room 209	X	
Install and terminate all network cables between site switch and the <ul style="list-style-type: none"> eight (8) new consoles in room 212, three (3) MCD 5000 desksets in room 213 one (1) MCD 5000 Deskset in room 215 two (2) MCD 5000 desksets in room 102 	X	
Connect installed equipment to the Placentia PD provided ground system.	X	
Label equipment, racks, and cables.	X	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Deliverable: Equipment installed.		
Console Installation and Configuration		
Create a new site on the Orange County Trunking system to support the new Placentia PD dispatch center.	X	
Connect MCC 7500E console to network demarcation point.	X	
Install PC workstation w/ keyboard and mouse.	X	
Provide MCC 7500E templates for console programming.		X
Perform console programming and configuration.	X	
Relocate Console Alias Manager (CAM) from the existing dispatch site to the new dispatch site and reconfigure it for operation on the new network	X	
Conduct refresher training on CAM usage	X	
Deliverable: Console equipment installation completed.		
APX Consolette, CDM 750, and RFDS Installation		
Relocate existing APX Consolettes (approx. 17 radios) from the existing dispatch site and storage locations to the new Placentia PD Dispatch center in coordination with Placentia PD	X	
Install City of Placentia provided APX Consolettes and one (1) Motorola provided APX VHF Consolettes into Motorola provided racks in room 209	X	

Tasks	Motorola	City of Placentia
and connect to the proposed CCGWs		
Install VHF and 800mhz combiners in room 209, mount Motorola provided 800 MHz antennas, VHF antenna, and Low band VHF antenna on the facility's roof and sweep the lines to ensure compliance to standards	X	
Relocate and install the existing APX 4500 800 MHz mobile radio from the existing dispatch site to the new dispatch site	X	
Configure (1) APX VHF Consolette for use by the proposed dispatch system as a radio resource	X	
Relocate and install the existing CDM 750 Low band mobile radio from the existing dispatch site to the new dispatch site	X	
Interface Fire Westnet First-in with the customer provided APX 4500 800 MHz radio into the Placentia PD CAD		X
Connect customer supplied APX Consolettes to RFDS	X	
Provision and program the APX Consolettes on the Orange County System		X
MCD 5000 and Radio Gateway Unit Installation		
Install one radio gateway unit (RGU) in room 209	X	
Connect RGU to the City provided and County programmed APX Consolettes	X	
Install the MCD 5000s for use on the new LAN <ul style="list-style-type: none"> three (3) MCD 5000 desksets in room 213 one (1) MCD 5000 Deskset in room 215 two (2) MCD 5000 desksets in room 102 	X	
Configure and test the MCD 5000 desksets for use with the APX Consolettes.	X	
MPLS Routers and Network Redesign		
Install Juniper router in the Motorola provided rack	X	
Provide two (2) WAN links to provide connectivity to Orange County cores.		X
Conduct a 1 hour Y.1564 test of the Placentia PD provided links to ensure conformance to requirements. Retests are not included in the scope of this proposal.	X	
Connect WAN circuits to the Juniper routers	X	
Configure Juniper routers to establish MPLS networking over the WAN links	X	
Work with Orange County/Placentia PD to redesign the existing Dispatch site network connectivity to reroute traffic through the new Dispatch center via customer provided dark fiber. This is to support the control of the existing SDM 3000 via the dark fiber between the old and new dispatch center. This includes a Y.1564 link test and MPLS network implementation.	X	X
AUX I/O and MC EDGE		
Install one (1) MC Edge into Motorola provided racks at new Placentia Dispatch Center	X	

Tasks	Motorola	City of Placentia
Connect MC Edge to customer punch blocks	X	
Connect MC Edge AUX I/O to Failsoft and Site trunking indications from two APX control stations (North and Countywide cell).	X	
Integrate QTY 44 AUX I/Os from the existing Placentia dispatch center and QTY 8-12 new AUX I/O inputs from the new dispatch center will be integrated into the new console positions	X	X
Relocate existing MCC 7500 to telecom room at existing Placentia PD to maintain local control of AUX I/O	X	
SYSTEM OPTIMIZATION AND TESTING		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize "Go-Live" Plan.	X	X

Tasks	Motorola	City of Placentia
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that the APX console radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual. The documentation will include the following: <ul style="list-style-type: none"> ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. ▪ Console Programming Template (where applicable). ▪ Maintenance Manuals (where applicable). ▪ Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.2 Design and Implementation Assumptions

Motorola has based the system design and implementation on information provided City of Placentia. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the City of Placentia, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- No new logging solution has been included in this proposal. Audio recording equipment is the responsibility of the City of Placentia and/or Orange County. Motorola will bring logging audio to wall punchblock, City/County will cross connect to city owned logger solution.
- The two APX control stations (North and Countywide cell) are available on the network and can be configured to receive Failsoft and Site Trunking indications on the Placentia Consoles without additional configuration or programming of the control stations.
- The existing Placentia PD will remain as a logical dispatch site to support the AUX I/O system located there. Network Connectivity will be provided by Placentia PD to the new dispatch site, and then backhauled to the core over the Placentia provided WAN links.
- No CAD interface has been included in this proposal.
- Enhanced Instant Recall Recorder (IRR) licenses are included in this proposal.
- Motorola's MCC 7500E design is built with dedicated workstations for each MCC 7500E operator positions. Motorola provided computers will not be configured to share/support CAD, E911 network or any other third party applications.
- Customer to provide and build UPS AC circuits for all the equipment racks and at each MCC 7500E position. Motorola will provide power and circuit requirements during DDR.
- Customer to provide touch screen LCD monitors for all dispatch positions. No Motorola provided monitors are included in this proposal.
- Motorola will provide a low band VHF antenna for the CMD 750 radio.
- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- All existing sites or equipment locations will have sufficient space available for the system described. This includes furniture for the consoles to be installed on.
- Available space for proposed racks, cabinets, MCC 7500E dispatch positions, cables, and cable entry ports will be available.
- All existing and proposed sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
- The City of Placentia is responsible for providing open conduit space for Motorola to route and install CAT6 and grounding cables.
- Any site/location upgrades or modifications are the responsibility of the City of Placentia.
- Where applicable, approved FCC licensing will be provided by the City of Placentia.
- Where applicable, approved local, State, or Federal permits may be required for the installation and operation of the proposed equipment, and these are the responsibility of the City of Placentia.
- Where necessary, the City of Placentia will provide a dedicated delivery point, such as a warehouse to receive equipment.
- Any additional required system interconnections not specifically outlined here will be provided by Placentia PD and/or Orange County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.

- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the Placentia PD system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

2.3 MOTOROLA PROVIDED RF DISTRIBUTION SYSTEM

Placentia PD has requested that Motorola use antenna lines supplied by a non-approved antenna line manufacturer for the implementation of the RF Distribution System (RFDS) of the new Dispatch Center. Motorola will install the RFDS with the antenna line requested and perform an initial antenna line sweep to ensure that the lines have been installed properly as per the SOW. However, Motorola cannot guarantee the RFDS's ongoing operation as Placentia PD has elected to utilize a product that no longer meets Motorola's best practices. Any repairs or remediation of issues attributed to the use of the non-approved antenna line will not be subject to the standard warranty and will be charged at the current contracted labor rates.

2.4 EQUIPMENT INSTALLATION LOCATIONS

This proposal has been developed using the attached building schematic. Changes in building design and layout may necessitate a redesign or change implementation plan that could require a rescope of the effort by Motorola. Motorola will work with Placentia PD during the construction of the new dispatch center to ensure that the proposed dispatch solution can be implemented as agreed upon.

Section 3

Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features and functions for the installed new equipment in order to verify that the solution operates according to its design.

The following pages contain a sample Acceptance Test Plan (ATP). A detailed ATP will be developed and finalized during the Design Review.

3.1 MCC 7500E Trunked Resources

3.1.1 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass____ Fail____

MCC 7500E Trunked Resources

3.1.2 Talkgroup Selection and Call

1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 2

VERSION #1.010

2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass____ Fail____

MCC 7500E Trunked Resources

3.1.3 Emergency Alarm and Call Display Description

1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call. An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1
CONSOLE-2 - TALKGROUP 1

VERSION #1.020

2. TEST

- Step 1. Initiate an Emergency Alarm from RADIO-1.
- Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1 and the text in the talkgroup resource indicates the trigger condition for the emergency when applicable (mandown condition, vehicle crash or vest pierce).
- Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.
- Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.
- Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1
- Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.
- Step 7. End the Emergency Alarm from RADIO-1.

Pass ____ Fail ____

MCC 7500E Trunked Resources

3.1.4 Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.
- Step 4. Initiate several calls between the radios and verify successful communication.
- Step 5. Dissolve the patch created in step 1.

Pass____ Fail____

MCC 7500E Trunked Resources

3.1.5 Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the TALKGROUP 1 call from RADIO-1.

Pass____ Fail____

MCC 7500E Trunked Resources

3.1.6 Alarm Input / Outputs (Aux I/O Option)

1. DESCRIPTION

The alarm inputs of the Aux I/O can be connected to almost any device that requires or can detect a relay closure. These signals can be simulated and monitored in the factory.

SETUP

Connect a multi-meter capable of monitoring closures to the proper pins of the punch block cabled to the Aux I/O. One momentary input and one momentary output should be configured on at least one MCC 7100/7500 console.

CONSOLE-1 - TALKGROUP 1
CONSOLE-1 - SITE - CONSITE 1
Aux I/O punch block pinout:

Aux I/O 1 - pins 26,1
Aux I/O 2 - pins 27,2
Aux I/O 3 - pins 28,3
Aux I/O 4 - pins 29,4

VERSION #1.010

2. TEST

- Step 1. Using a shorting wire, simulate a relay closure on an input via the punch block.
- Step 2. Verify that CONSOLE-1 momentary input displays the icon designated for an ON_STATE.
- Step 3. Remove the shorting wire and verify that CONSOLE-1 displays the icon designated for an OFF_STATE.
- Step 4. Connect the meter to the pins to monitor a relay output.
- Step 5. Verify that the meter reads an open circuit.
- Step 6. Press the output button on the console to initiate a relay closure.
- Step 7. Verify that the meter displays a closed circuit.

Pass____ Fail____

MCC 7500E Trunked Resources

3.1.7 Console Initiated Private Call to Subscriber

1. DESCRIPTION

Private Conversation is a selective calling feature which allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 1
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

2. TEST

- Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile and click the Private Call function.
- Step 2. Select the unit to be Private Called, in this case RADIO-1. (or select the numeric keypad and enter the Unit ID to be Private Called.)
- Step 3. Click the Send button.
- Step 4. Answer the Private Call with RADIO-1 and respond to the console.
- Step 5. Verify RADIO-2 does not hear the private conversation.
- Step 6. After completing the Private Call, return to the normal talkgroup mode.

Pass____ Fail____

MCC 7500E Trunked Resources

3.1.8 Activity Log

1. DESCRIPTION

The Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

SETUP

RADIO-1 – TALKGROUP 1
RADIO-2 – TALKGROUP 2
RADIO-3 – TALKGROUP 3
RADIO-4 – TALKGROUP 4
CONSOLE-1 – TALKGROUP 1, TALKGROUP 2,
TALKGROUP 3, TALKGROUP 4

VERSION #1.020

2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass ____ Fail ____

3.2 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____

Please Print Title: _____

Initials:

WITNESS: _____ Date: _____

Please Print Name: _____

Please Print Title: _____

Initials:

WITNESS: _____ Date: _____

Please Print Name: _____

Please Print Title: _____

Initials:

Section 4

Service/Warranty

Motorola will provide warranty services per our standard warranty terms and conditions as outlined within the Orange County Equipment and Services Price Book Agreement # MA-060-21010004. In addition to the Standard Commercial Warranty, the services to be provided during the one-year Warranty are listed below along with a brief description. Post-warranty and SUA II services are not included in this proposal.

Any repairs or remediation of issues attributed to the use of the non-approved antenna line will not be subject to the standard warranty and will be charged at the current contracted labor rates.

4.1 DISPATCH SERVICE

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center (SSC) verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

4.2 ON-SITE INFRASTRUCTURE RESPONSE

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on site. If the technician is unable to resolve the issue, the case is escalated to the SSC or product engineering teams as needed.

4.3 INFRASTRUCTURE REPAIR

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations. Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO

9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

4.4 TECHNICAL SUPPORT SERVICE

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the SSC. The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

4.5 SECURITY UPDATE SERVICE (SUS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. The Motorola Self-Installed Security Update Service assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing. Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to OCSD. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. OCSD will be responsible for the download and deployment of these updates to the new Placentia Dispatch Center network devices and operator positions.

Section 5

Equipment List

This section lists the equipment necessary for the proposed solution. The final equipment list will be developed during the Detailed Design Review (DDR).

DISPATCH POSITIONS				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
1	SQM01SUM0323	ASTRO MASTER SITE	\$ -	\$ -
2	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)	\$ 10,000.00	\$ 10,000.00
1	CA03517AD	ADD: CORE EXPANSION	\$ -	\$ -
1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)	\$ 1,500.00	\$ 1,500.00
1	B1949	MCC 7500E SOFTWARE DVD	\$ 250.00	\$ 215.00
1	B1948	MCC 7500E DISPATCH POSITION LICENSES	\$ -	\$ -
8	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE	\$ 166,560.00	\$ 143,241.60
8	UA00653AA	ADD: BASIC CONSOLE OPERATION	\$ 42,240.00	\$ 36,326.40
8	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION	\$ 52,800.00	\$ 45,408.00
8	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION	\$ 31,680.00	\$ 27,244.80
8	UA00658AA	ADD: SECURE OPERATION	\$ 34,320.00	\$ 29,515.20
8	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION	\$ 19,008.00	\$ 16,346.88
8	UA00661AA	ADD: ENHANCED IRR	\$ 24,000.00	\$ 20,640.00
8	UA00660AA	ADD: OTEK OPERATION	\$ 35,376.00	\$ 30,423.36
8	B1956	COMMANDCENTRAL HUB, W/CLIENT PC	\$ 42,000.00	\$ 42,000.00
8	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE	\$ 5,600.00	\$ 5,600.00

DISPATCH POSITIONS				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
8	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA	\$ 104.00	\$ 104.00
1	DSF2B56AA	USB EXTERNAL DVD DRIVE	\$ 172.00	\$ 154.80
8	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB	\$ 888.00	\$ 799.20
32	B1952	SPEAKER, DESKTOP, USB	\$ 18,720.00	\$ 16,099.20
32	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA	\$ 416.00	\$ 416.00
32	CA03405AA	ADD: POWER SUPPLY WITH DC CORD	\$ 2,400.00	\$ 2,400.00
32	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$ 928.00	\$ 928.00
16	B1913	MCC SERIES HEADSET JACK	\$ 3,200.00	\$ 2,752.00
16	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL	\$ 3,632.00	\$ 2,905.60
8	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET	\$ 1,288.00	\$ 1,030.40
8	DSACM3151	TRANSMIT FOOT SWITCH 24 IN	\$ 5,888.00	\$ 5,299.20
8	DS980000802	LOGITECH: Z150 MULTIMEDIA SPEAKERS, MIDNIGHT BLACK	\$ 524.00	\$ 471.60
8	BKN2001	FRU, USB CABLE, TYPE A TO TYPE C, 4.5M	\$ 232.00	\$ 232.00
8	BLN6200	AC POWER STRIP, 6 OUTLET	\$ 752.00	\$ 609.12
8	T8742	MCAFFEE FOR WINDOWS CLIENT, A2019.2	\$ 1,320.00	\$ 1,188.00

MCD 5000 EQUIPMENT				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
1	CLN9070A	SWITCH,HPE 2930F 24 PORT POE SWITCH	\$ 4,628.00	\$ 3,980.08
6	F2380	MCD 5000 DESKSET	\$ 13,650.00	\$ 11,739.00

MCD 5000 EQUIPMENT				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
6	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS	\$ 282.00	\$ 242.52
6	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL	\$ 1,362.00	\$ 1,089.60
1	CLN1868	2930F 24-PORT SWITCH	\$ 2,500.00	\$ 2,150.00
1	F7879	SM, RADIO GATEWAY UNIT (RGU)	\$ 2,275.00	\$ 1,956.50
1	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS	\$ 47.00	\$ 40.42
1	FTN7490	MCD 5000 DESKSET RGU RACK MOUNT PANEL PLUS SCREWS	\$ 200.00	\$ 172.00

SITE EQUIPMENT				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
2	CLN1868	2930F 24-PORT SWITCH	\$ 5,000.00	\$ 4,300.00
2	CLN1866	FRU: 1M DAC CABLE	\$ 400.00	\$ 344.00
2	T8492	SITE ROUTER & FIREWALL- AC	\$ 4,182.00	\$ 3,596.52
2	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$ 6,600.00	\$ 5,676.00
2	CA03448AA	ADD: STATEFUL FIREWALL	\$ 2,000.00	\$ 1,720.00
4	TRN7343	SEVEN AND A HALF FOOT RACK	\$ 1,980.00	\$ 1,603.80
4	DDN9748	19 INCH BLACK SHELF	\$ 2,056.00	\$ 1,850.40
20	0784384T03	BRACKET RACK STANDOFF 51/4IN	\$ 1,725.00	\$ 1,397.25
10	0784469Y02	BRACKET,BRKT, CBL SUPPORT	\$ 1,100.00	\$ 880.00
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$ 110.00	\$ 99.00
4	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT	\$ 616.00	\$ 554.40
7	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD	\$ 1,806.00	\$ 1,625.40
1	F0016A	MC IOT MAIN MODEL	\$ -	\$ -

SITE EQUIPMENT				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
1	VA01370AA	ADD: MC-EDGE	\$ 1,045.00	\$ 1,045.00
1	VA00985AA	ADD: NO PIGGY_ MC-EDGE	\$ -	\$ -
1	VA00989AA	ADD: 8DO EE 16DI 5-18 V /DRY	\$ 600.00	\$ 600.00
1	VA00147	ADD: FRONT CABLE COVERS	\$ 11.00	\$ 11.00
1	VA00009	ADD: AC POWER SUPPLY UNIT 12V / 5A DC OUTPUT	\$ 248.00	\$ 248.00
1	VA00155	ADD:DC POWER CABLE	\$ 55.00	\$ 55.00
1	DSIABDIN4	PANDUIT IABDIN4 4 RACK UNIT DIN RAIL FOR EIA 19" MOUNT	\$ 378.00	\$ 378.00
2	DSJACX7024AC1Y	ACX7024 AC 1 YEAR CORE + BUNDLE	\$ 42,290.00	\$ 38,061.00
1	DSJJNP100GDAC1M	QSFP28 100G DAC 1M	\$ 309.00	\$ 278.10
6	DSJSFP1GET	SFP 1GE BASE-T TRANSCEIVER, ROUTING	\$ 1,320.00	\$ 1,188.00
2	DSIGSFP1GELX	SFP OPTIC MODULE - 1G LX	\$ 344.00	\$ 309.60
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ 4,300.00
1	CA03714AA	ADD: AC POWER	\$ -	\$ -
4	CA03717AA	ADD: ACIM INTERFACE	\$ 3,000.00	\$ 2,580.00
4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE	\$ 3,000.00	\$ 2,580.00
8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE	\$ -	\$ -
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ 4,300.00
1	CA03714AA	ADD: AC POWER	\$ -	\$ -
4	CA03717AA	ADD: ACIM INTERFACE	\$ 3,000.00	\$ 2,580.00
4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE	\$ 3,000.00	\$ 2,580.00
8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE	\$ -	\$ -
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ 4,300.00
1	CA03714AA	ADD: AC POWER	\$ -	\$ -
8	CA03717AA	ADD: ACIM INTERFACE	\$ 6,000.00	\$ 5,160.00

SITE EQUIPMENT				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE	\$ -	\$ -
1	T8810	STANDALONE DSC 8000 CONTROLLER	\$ -	\$ -
1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER	\$ 5,500.00	\$ 5,500.00
1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW	\$ 8,000.00	\$ 7,200.00
1	CA03832AA	ADD: NM/DISPATCH CONVENTIONAL SITE	\$ -	\$ -
1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	\$ -	\$ -
1	T8811	DSC AC POWER SUPPLY CHASSIS	\$ 1,700.00	\$ 1,700.00
1	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT	\$ -	\$ -
1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC	\$ 1,100.00	\$ 1,100.00

VHF CONSOLETTTE				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
1	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$ 9,933.00	\$ 7,251.09
1	G806	ENH: ASTRO DIGITAL CAI OP APX	\$ 567.00	\$ 413.91
1	G48	ENH: CONVENTIONAL OPERATION	\$ 880.00	\$ 642.40
1	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$ -	\$ -
1	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU	\$ 868.00	\$ 633.64
1	G78	ADD: 3Y ESSENTIAL SERVICE	\$ 288.00	\$ 288.00
1	CA01598	ADD: AC LINE CORD US	\$ -	\$ -
1	GA05509	DEL: DELETE UHF BAND	\$ (800.00)	\$ (584.00)
1	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -
1	GA05507	DEL: DELETE 7/800MHZ BAND	\$ (800.00)	\$ (584.00)

ANTENNA SYSTEM				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
1	DSDS1X03CS36UN	148-174MHZ 3DB GAIN OMNI CONTROL STATION ANTENNA WITH N-TYPE CONNECTOR	\$ 2,478.00	\$ 2,378.88
3	DSBCH11108	8 CHANNEL CONTROL STATION COMBINER (PASSIVE), CSC02,746-806MHZ	\$ 31,815.00	\$ 28,633.50
6	DSDS7G08Y60U	746-896 MHZ YAGI ANTENNA, 60 DEGREE BW 8DBD GAIN W/ N-TYPE	\$ 3,108.00	\$ 2,983.68

Note: Motorola will be providing a complete RFDS including antenna lines, connectors, grounding, and a 1142-2CN 42-54MHZ Unity Gain OMNI antenna as part of the installation service. The final RFDS design and equipment list will be provided and reviewed during the DDR.

NEW BACKHAUL EQUIPMENT				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
1	CLN1868	2930F 24-PORT SWITCH	\$ 2,500.00	\$ 2,150.00
2	CLN1866	FRU: 1M DAC CABLE	\$ 400.00	\$ 344.00
1	DSJ4860D	HPE ARUBA 1G SFP LC LH 70KM SMF TRANSCEIVER	\$ 4,352.00	\$ 3,916.80

SPARES				
QTY	NOMENCLATURE	DESCRIPTION	LIST PRICE	OFFER PRICE
1	CLN1868	2930F 24-PORT SWITCH	\$ 2,500.00	\$ 2,150.00
1	CLN1866	FRU: 1M DAC CABLE	\$ 200.00	\$ 172.00
1	T8492	SITE ROUTER & FIREWALL- AC	\$ 2,091.00	\$ 1,798.26
1	CA03445AA	ADD: MISSION CRITICAL HARDENING	\$ 3,300.00	\$ 2,838.00
1	CA03448AA	ADD: STATEFUL FIREWALL	\$ 1,000.00	\$ 860.00
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ 4,300.00
1	CA03714AA	ADD: AC POWER	\$ -	\$ -
4	CA03717AA	ADD: ACIM INTERFACE	\$ 3,000.00	\$ 2,580.00
4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE	\$ 3,000.00	\$ 2,580.00
2	BLN6200	AC POWER STRIP, 6 OUTLET	\$ 188.00	\$ 152.28
1	B1956	COMMANDCENTRAL HUB, W/CLIENT PC	\$ 5,250.00	\$ 5,250.00
1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE	\$ 700.00	\$ 700.00
1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA	\$ 13.00	\$ 13.00
1	B1952	SPEAKER, DESKTOP, USB	\$ 585.00	\$ 503.10
1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD	\$ 75.00	\$ 75.00
1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA	\$ 13.00	\$ 13.00
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$ 29.00	\$ 29.00
1	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$ 172.00

Section 6

PROJECT SCHEDULE

A preliminary project schedule has been developed and is included in the following pages. The current estimated project schedule is approximately 14 months with a targeted completion date of 10/4/2024, though that schedule anticipates a new Placentia PD building readiness date of 8/1/2024. In the event that the new Placentia PD Dispatch site is available prior to the 8/1/2024 date then the project implementation schedule can be adjusted accordingly. These dates and schedules can be further refined during the Detailed Design Review by mutual agreement of both Motorola and Placentia PD.

Section 7

Pricing Summary

Motorola is pleased to provide the following equipment and services to Placentia PD. Pricing for this proposal follows the terms and conditions of the Agreement between the County of Orange and Motorola Solutions, Inc., for the Orange County Equipment and Services Price Book Agreement # MA-060-21010004, dated May 21, 2020.

7.1 Equipment and Services

Description	Price (\$)
Equipment	\$736,949
Orange County Discount	(\$86,973)
Discounted Equipment Price	\$649,976
Implementation Services and 1 st year of Warranty	\$490,310
Subtotal of Equipment and Services	\$1,140,286
Estimated Tax (8.75% on equipment)	\$56,873
System Total	\$1,197,159

7.2 Payment Terms

Except for a payment that is due on the Effective Date, City of Placentia will make payments to Motorola within thirty (30) days after the date of each invoice. City of Placentia will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Section 8

Contractual Documentation

Placentia PD may accept the proposal by delivering to Motorola the Lease Communications System and Services Agreement (“Lease CSSA”) signed by a Placentia PD representative. The Lease CSSA is attached in the following pages.

Communications System and Services Agreement

(Lease)

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

Exhibit E "Equipment Lease Purchase Agreement Delivery and Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly

designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“**Services**” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“**Software**” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“**Software License Agreement**” means the Motorola Software License Agreement (Exhibit A).

“**Software Support Policy**” (“**SwSP**”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“**Solution**” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“**Solution Data**” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“**Specifications**” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“**SUA**” or “**SUA II**” means Motorola’s Software Upgrade Agreement program.

“**Subsystem**” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“**System**” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“**System Acceptance**” means the Acceptance Tests have been successfully completed.

“**System Data**” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“**Warranty Period**” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a

requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions

that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$_____. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If applicable, a pricing summary is included with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. Invoices will be mailed or emailed to Customer pursuant to Section 6.4, Invoicing and Shipping Addresses. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800..

6.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule,

or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused

by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan.

If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the

combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.** Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required

for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification

of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of

this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in

Section 6 of this Agreement.

Exhibit B PAYMENT

For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

Exhibit E
EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: _____

Lease Schedule A No. : _____

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#25433. See Schedule A for a detailed Equipment List.

LESSEE/CUSTOMER:

By: _____

Title: _____

Date: _____

Please complete this form and send a copy via US mail or email to:

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-4531



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: SEPTEMBER 19, 2023

SUBJECT: **RESOLUTION APPROVING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST**

FISCAL
IMPACT: NONE

SUMMARY:

The City of Placentia believes that providing employees with a competitive salary and benefits package enables us to attract and retain highly competent employees. Accordingly, the City provides a select group of employees with a 401(a) defined contribution plan for employer contributions toward their retirement savings. The current plan is offered through PARS and provides a limited investment menu as well as a lower level of service for this group of key employees. Last year, the City, with the assistance of Shuster Advisory Group, LLC ("Shuster"), renegotiated a significant reduction in fees charged by ICMA-RC (d/b/a "MissionSquare") for the City's 457(b) Deferred Compensation Plan, as well as another 401(a) defined contribution plan the City currently maintains. Along with the fee reduction, an improved investment menu was installed providing participants with a comprehensive institutional class portfolio of investments to select from. Staff is recommending the consolidation of the 401(a) plan with PARS into the plan record kept by MissionSquare, thereby significantly reducing fees and improving the investments and services available to the select group of employees. The consolidation will also improve efficiency and simplify the retirement plan administration for staff via the consolidation to a single provider.

RECOMMENDATION:

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

1. Staff recommends City Council adopt Resolution R-2023-79 approving the transition of the City's Defined Contribution Plan for Eligible Employees from PARS to ICMA Retirement Corporation Governmental Profit-Sharing Plan and the discontinuance of the City's participation in the Public Agency Retirement System (PARS) Defined Contribution Plan and related services of PARS as Trust Administrator, U.S. Bank N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper; and
2. Authorize the City Administrator to execute all necessary documents.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Enhance Employee Development, specifically objective 7.1 Bolster ranks of city employees.

1.i.
Sept. 19, 2023

DISCUSSION:

The City is not obligated to stay in the current arrangement with PARS, or any provider for that matter. To the extent that cost savings for administering the Plan can be achieved, as well as the improvements in the investments available, this will generate additional money that will stay in the plan participants' accounts towards their retirement savings.

ANALYSIS:

In March of 2022, the City was introduced to Shuster Advisory Group, LLC and chose to engage Shuster as the retirement plan consultant and investment fiduciary for our 457(b) and 401(a) plans with MissionSquare in July 2022. Shuster issued a Request for Information (RFI) to our incumbent record-keeper and completed a comprehensive review, identifying that the fees for record-keeping and administration were high and not transparent, and the quality of the investment menu needed improvement. Based on the information obtained through the RFI, Shuster subsequently conducted a Request for Proposal (RFP) for administration and recordkeeping services for the Plans. The results of the RFP proved that our administration and record-keeping fees could significantly be reduced, and the city could implement an open architecture investment menu and fee transparent platform, benefiting participants. The City decided to remain with the incumbent recordkeeper, MissionSquare, at an 88% negotiated reduction in record keeping costs. Also, Shuster negotiated a higher crediting rate for the safety of principal investment option, implemented an improved investment menu for plan participants and implemented a comprehensive fiduciary oversight process.

At the time of RFP, the positive impact to participants due to the combination of the fee reduction and increased interest rate was estimated to be approximately \$63,563 over a one-year period. The projected fee savings due to the fee reduction alone are estimated to be \$991,000 over 10-Years, \$2.1 million over 20-Years, and \$4.2 million over 30-Years. These projected savings do not consider any financial gains from improved investments.

The goal of this resolution is to consolidate the existing PARS 401(a) Plan into the improved MissionSquare 401(a) Plan.

The PARS option for the 401(a) Plan is a structure that involves PARS providing services as the Trust Administrator, U.S. Bank N.A. serving as Trustee, and John Hancock Retirement Services providing custodial services and plan and participant record keeping services. This structure is more complex than is required for a 401(a) plan and results in additional embedded costs to plan participants. The structure provided by MissionSquare for the plan is less complex and will also afford the existing group of select employees the benefits of scale and allow this group to experience the significantly reduced fees and improved investment choice and services. The consolidation will also allow uniform services to be provided to employees including single sign on access to their retirement savings plans via the MissionSquare website and dedicated local service provided by the MissionSquare representative. Lastly, this consolidation will provide efficiency for staff that support the retirement plans.

FISCAL IMPACT:

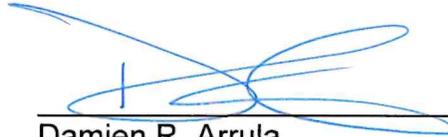
There is no fiscal impact to the City to consolidate the 401(a) plan to MissionSquare since fees are paid by plan assets.

Prepared by:



Jennifer Lampman
Director of Finance

Reviewed and Approved by:



Damien R. Arrula
City Administrator

Attachment:

Resolution R-2023-79– Authorizing the transition of the City’s defined contribution plan for eligible employees from Public Agency Retirement Services (PARS) to the ICMA Retirement Corporation governmental profit sharing plan & trust

RESOLUTION NO. R-2023-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST

A. Recitals

- (i). WHEREAS, the City has employees rendering valuable services; and
- (ii). WHEREAS, the City currently participates in the City of Placentia Public Agency Retirement System (PARS) Defined Contribution Plan, effective October 1, 2016; and
- (iii). WHEREAS, the City has selected ICMA Retirement Corporation (d/b/a MissionSquare) as the new provider and wishes to terminate all services, administration, and investment contracts of Public Agency Retirement Services (PARS) as Trust Administrator, U.S. Bank, N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper; and
- (iv). WHEREAS, the City desires that its defined contribution retirement plan be administered by MissionSquare and that the funds held in such plan be invested in VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

B. Resolution

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

1. The City hereby restates and establishes a 401(a) defined contribution retirement plan (the "Plan") in the form of The ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust, pursuant to the specific provisions of the Adoption Agreement; and
2. The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and
3. The City hereby adopts the Declaration of Trust of VantageTrust, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the City, if the assets of the plan are to be invested in VantageTrust; and
3. The City hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in VantageTrust; and
4. The City Administrator shall be the coordinator for the Plan; shall receive reports, notices, etc., from ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of the City, any required votes under VantageTrust; may delegate any administrative duties relating to the Plan to appropriate departments; and

5. The City hereby authorizes the City Administrator to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan; and

6. The City of Placentia PARS Defined Contribution Plan is hereby replaced with the City of Placentia 401(a) Defined Contribution Plan administered by MissionSquare effective December 1, 2023; and

7. The Council hereby authorizes the liquidation of Plan assets the week of November 27, 2023, and the transfer of assets to MissionSquare/VantageTrust, on or around December 1, 2023; and

8. Upon the complete and successful transfer of all assets to MissionSquare/VantageTrust, PARS is hereby removed as Trust Administrator, U.S. Bank, N.A. is hereby removed as Trustee, and John Hancock Retirement Services is hereby removed as Custodian/Record Keeper of the City of Placentia PARS 401(a) Defined Contribution Plan and any accounts and agreements associated with the Trust Administrator, Trustee, and Custodian/Recordkeeper shall be terminated.

APPROVED AND ADOPTED this 19th day of September, 2023.

ATTEST:

Ward L. Smith, Mayor

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 19th day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: SEPTEMBER 19, 2023

SUBJECT: **STUDY SESSION: COMMUNITY/SENIOR CENTER UPDATE AND CONSIDERATION OF ADDITIONAL 65% DESIGN**

FISCAL IMPACT: NONE

SUMMARY:

The City created a working group of City Council Members, the City Administrator, and Staff from the Community Services Department, the Public Works Department, and the Police Department to review and prioritize park and Center improvement projects and prepare the City's Parks Initiative Plan ("Parks Initiative"). The Parks Initiative was approved by the City Council in May 2021. As a part of the Parks Initiative, it was determined that the City's aging Senior Center no longer adequately accommodates the community's needs, and the construction of a new center should be explored. In this effort, a Blue-Ribbon Committee was established with the special purpose of identifying the needs and design components of a proposed Community/Senior Center ("Center") to be constructed at Tri-City Park.

Additionally, the City Council directed Staff to procure the services of an architectural firm to prepare the design plans for the new proposed Center to the 35% complete level. The Blue-Ribbon Committee along with Staff identified potential locations and came to the conclusion that Tri-City Park was the most favorable location for the proposed Center. On October 18, 2022, the City Council approved a ninety-nine (99) year lease with the County of Orange for the use of Tri-City Park for the construction of a proposed Center at no cost to the City on 2.25 acres of land, valued at several million dollars.

On September 20, 2022, the City entered into a Professional Services Agreement (PSA) with Group 4 Architecture, Research + Planning Inc. ("Group 4") for 35% complete architectural and engineering design services for the proposed Center. Currently, Staff and the Blue-Ribbon Committee have been working with Group 4 to review and discuss the proposed 35% design. Throughout the design process, there have been several meetings and working groups providing feedback on the proposed design.

This action shall provide Staff and the Blue-Ribbon Committee with feedback on the proposed 35% design and if approved, directs Staff to prepare Amendment No. 1 to the Professional Services Agreement with Group 4 to provide Phase II, 100% complete architectural and engineering design services for the proposed Center at Tri-City Park.

3.a.
Sept. 19, 2023

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Receive and file the Community/Senior Center Project presentation and Business Plan and provide Staff and the Blue-Ribbon Committee with feedback; and
2. If approved, direct Staff and the Blue-Ribbon Committee to proceed with 100% complete architectural and engineering design documents for the proposed Community/Senior Center; and
3. If approved, direct Staff to prepare Amendment No. 1 to the Professional Services Agreement with Group 4 Architecture, Research + Planning Inc. to be brought back at the October 3, 2023 City Council Meeting; and
4. If approved, direct Staff to proceed with retaining a fundraising consultant to establish a donor program as outlined in the proposed Business Plan.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Plan Goal to Implement Public Infrastructure to Meet Community Needs and construct a Community/Senior Center, under Objective #5.1.

DISCUSSION:

As a part of the Placentia Parks Initiative (“PPI”) a working group of Councilmembers and City Staff evaluated the City’s current Senior Center located at the historic Powell Building in Old Town along with the programming, operations, and Center infrastructure. It was determined that the building does not adequately accommodate the needs of the City’s growing senior population. In addition, it was determined that the City’s existing community centers do not adequately serve the City’s existing population. Subsequently, the City Council conducted a study session to discuss the feasibility of constructing a new Community/Senior Center (“Center”).

According to the Southern California Association of Governments (“SCAG”) Local Profile of the City of Placentia Report, between the years 2000 to 2018, the 65 plus age group represented the City’s largest increase, growing from 9.1% to 13.8%. The 100-year-old building currently housing the Senior Center, is 4,732 square feet and does not adequately serve residents and seniors. Parking at the location is extremely limited and offers only six (6) standard parking stalls and one (1) Americans with Disability Act (“ADA”) accessible stall. In comparison, the City of Yorba Linda’s Community/Senior Center is 28,000 square feet with 315 parking spaces.

In order to examine the potential for a new Center, the City Council authorized the formation of the Blue-Ribbon Committee on July 20, 2021. Subsequently, the City Council adopted Resolution R-2021-54 formally establishing the Blue-Ribbon Committee (“Committee”) for the purposes of identifying the needs and design components of the proposed Community/Senior Center. The

Committee was officially formed on September 7, 2021. Committee members were appointed by each City Council Member in representation of their respective Council Districts with the special purpose of identifying the needs and design components of a proposed Center to be constructed within the City. The goals of the Committee were the following:

- Construct a state-of-the-art facility where seniors can have congregate meals, fitness programs, social programs, dances, lectures, special events, etc. Currently, the majority of our Senior population are either traveling to other City facilities or are homebound
- Construct and program a state-of-the-art facility where residents can participate in recreational programs such as youth classes, fitness programs, educational seminars, that benefit community and regional residents
- Build the facility in a location which has enough open space and is ideally located to serve residents within all council districts
- To the extent practical, ensure programs/services provided are revenue neutral

In addition, Tri-City Park was identified as an ideal location, given the availability of land, and surrounding recreational amenities such as the lake and parking accessibility. On October 18, 2022, the City Council approved a ninety-nine (99) year lease with the County of Orange for the use of Tri-City Park for the construction of a proposed Center at no cost to the City on 2.25 acres of land, valued at several million dollars.

In their research efforts, the members of the Committee, conducted site visits to similar municipal Centers to gain insight and information on the design and program components of these facilities. Site visits included:

- City of Aliso Viejo
- City of Brea
- City of Buena Park
- City of Burlingame
- City of Cerritos
- City of Downey
- City of Fullerton
- City of Palo Alto
- City of Yorba Linda

In conjunction with the Committee efforts, the City Council directed Staff to procure the services of an architectural firm to prepare the design plans for the new proposed Center to the 35% complete level and directed Staff and the Committee to conduct monthly project meetings with the selected consultant to collaborate on the design and programming components.

On September 20, 2022, the City entered into a Professional Services Agreement (PSA) with Group 4 Architecture, Research + Planning Inc. ("Group 4") for 35% complete architectural and

engineering design services for the proposed Center. The scope of work for Group 4 included the preparation of a detailed needs assessment report as determined by the Committee and community input, along with concept options and a schematic design. Staff and the Committee have worked diligently on the design process with Group 4 and discussed the various needs of the community and the most beneficial and efficient uses for the proposed Center. These discussions have also included identifying the range of furnishings, fixtures, and equipment to be used in the building, based upon the schematic design consisting of refined floor plans, exterior building elevations, and specific use of spaces.

As part of the project deliverables, an online survey focusing on project goals and community needs was created and available to the public from February 16, 2023 – April 30, 2023. The online survey provided Staff and the Committee with valuable input from the public regarding design, sustainability, community activities, and community spaces. Over 500 community members participated in the community survey.

Additionally, six (6) community meetings were held throughout the City from March 2023 – April 2023. These locations included the Placentia Senior Center, Aguirre Building, Whitten Community Center, the Easter Eggcitement event, Golden Elementary School, and Backs Community Building. Both the surveys and community meetings demonstrated the greatest priorities for the community were fitness, community hall/rental space, arts and crafts, and senior spaces.

Utilizing the information gathered from the online survey and community meetings, Staff, the Committee, and Group 4 began preparing the design components for the proposed Center. The proposed design will include a two-story large, modern Center with natural façade elements and a glass double-height central lobby providing views of the water from the street as well as from inside the lobby itself, creating a strong connection between the building and its natural setting within the park.

The proposed Center will support a multitude of activities, such as fitness classes, art classes, life-long learning, arts and crafts, music, games, health screenings, exercise classes, nutrition classes, technology classes, meals, and social and support groups for all ages. The proposed Center will serve as a destination for the entire Placentia community, providing program space, celebration and event space, commercial kitchens, classrooms, fitness and exercise rooms. Additionally, a large community hall accommodating 300+ guests for rentals and reservations of community events and private gatherings, with a catering kitchen and outdoor patio/reception areas, is also proposed in the design. Finally, the proposed Center will also include conference/training rooms for Staff, and offices to allow for the relocation of existing Community Services personnel and a third-party vendor space for the operation of a proposed café open to all Center and park patrons.

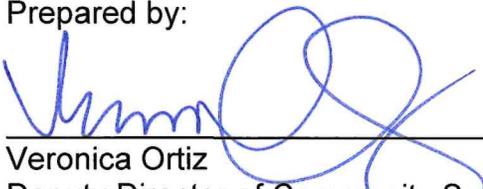
At this juncture, Staff and the Committee recommend that the City Council evaluate and consider the design options in the attached presentation, review the attached Business Plan for the proposed Center and provide Staff and the Committee with policy direction on whether to proceed with finalizing the architectural and engineering design of the Center to the 100% complete level.

This action shall provide Staff and the Committee with feedback on the proposed 35% complete design and the proposed Business Plan. If approved, this action shall also direct Staff to prepare Amendment No. 1 to the Professional Services Agreement with Group 4 to provide Phase II, 100% complete architectural and engineering design services for the proposed Center at Tri-City Park.

FISCAL IMPACT:

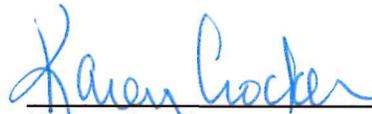
There is no fiscal impact at this time associated with the review of the 35% conceptual design and proposed Business Plan of the Center. Should the City Council proceed with the recommended actions, Staff will prepare Amendment No. 1 of the Professional Services Agreement with Group 4 to provide Phase II, 100% complete architectural and engineering design level for the proposed Center for a not-to-exceed amount of \$1,395,000. Amendment No. 1 will be provided for approval to the City Council at the October 3, 2023, meeting. Funding to be utilized for Phase II of the project shall include a \$500,000 grant from 4th District Supervisor Doug Chaffee's Office, a \$600,000 donation from Toll Bros., and \$295,000 from the Fiscal Year 2023-2024 General Fund Capital Improvement Projects Fund. Collectively, the donation and grant funds represent approximately 80% of the funding needed to complete the 100% design. Therefore, sufficient funds exist for the recommended actions.

Prepared by:



Veronica Ortiz
Deputy Director of Community Services

Reviewed by:



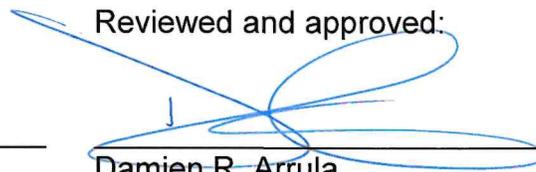
Karen Crocker
Director of Community Services

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Presentations
2. Business Plan



City of Placentia

Proposed Community/Senior Center Project

September 19, 2023

City of Placentia Demographics

- The City of Placentia is 6.6 square miles
- According to the Southern California Association of Government's (SCAG) 2019 Local Profile of the City of Placentia Report, between 2000 and 2018, 65+ age group represented the City's the largest increase, growing from 9.1% to 13.8%
- Of all Placentia demographic age groups, the 65+ added the most population
- This population segment, is anticipated to grow further over the next 5-10 years
- Data and statistics indicate that the City's population has scientifically changed during the last 50 years and will continue to grow, further depicting a need to provide programs and an adequate location, that will enhance the quality of life for residents and seniors within the community



Community Needs

- The City of Placentia is one of oldest cities in Orange County, which is largely built out with limited open space
- The City does not have an existing building that is large enough to accommodate large groups, community meetings or gatherings
- The current make shift Senior Center is housed in a 100-year-old building, with a square footage of 4,732. The inadequacy of the building, does not provide the ability to properly serve our residents and seniors
- As a comparison, the Yorba Linda Community Center which houses their senior citizen programs, has 315 parking spaces and is 28,000 sq. ft. in size



Community Needs continued

- The city of Placentia's largest community center facility is the Backs Building which is 4,600 sq. ft.
- Facility was built in 1970 when Placentia's population was nearly 25,000, current population is 51,800
- Adjacent cities' Community Center/Senior Center buildings range in size from 28,000 sq. ft. to 60,000 sq. ft.
- Based upon demographics and lack of existing facilities, the proposed dual purpose center of 36,000 sq. ft. is needed to properly serve our residents and growing senior population
- Our facilities are old and existing parks and open space do not have the capacity to house a facility of this size



Goals of a Proposed Community Center/Senior Center

- Construct a state-of-the-art facility where seniors can have congregate meals, fitness programs, social programs, dances, lectures, special events, etc. Currently, the majority of our Senior population are either traveling to other City facilities or are homebound
- Construct and program a state-of-the-art facility where residents can participate in recreational programs such as youth classes, fitness programs, educational seminars, that benefit community and regional residents
- Build the facility in a location which has enough open space and is ideally located to serve residents within all council districts
- To the extent practical, ensure programs/services provided are revenue neutral



Project Background

- The Parks Initiative was presented to the City Council and adopted on May 18, 2021
- City Council authorized the formation of the Blue-Ribbon Committee on July 20, 2021 and on September 7, 2021 the City Council approved Resolution No. R-2021-54 formally establishing the Blue Ribbon Committee
- The Blue-Ribbon Committee was instrumental in the selection process of the Architectural Firm that was selected to design the proposed Community Center/Senior Center. They reviewed and evaluated the proposals and participated in the consultant interviews to make a final recommendation to City Council
- On September 20, 2022, the city entered into a Professional Services Agreement (PSA) with Group 4 Architecture for 35% complete architectural and engineering design services



Project Background Continued

- It was determined that Tri-City Park would be the most ideal site, given the availability of land, and surrounding recreation amenities such as lake and parking
- The lease agreement for the use of the land at Tri-City Park was formally approved by the City Council on October 18, 2022 and at the Orange County Board of Supervisors meeting on November 29, 2022
- The City was granted a 99-year lease for use of 2.25 acres of land to construct the facility at no cost, to the city during this term. This land lease is believed to be of significant real estate value, at several million dollars



Blue-Ribbon Committee and Staff Site Visits

The Blue-Ribbon Committee with support from City Staff has conducted visits to other Community/Senior Centers and providing input design concepts with Group 4. Site visits include the following cities:

- City of Aliso Viejo
- City of Brea
- City of Buena Park
- City of Burlingame
- City of Cerritos
- City of Downey
- City of Fullerton
- City of Palo Alto
- City of Yorba Linda



Comparison of Facilities

	Placentia Senior Center	Backs Community Building	Brea Community Center	Yorba Linda Community Center	Fullerton Community/Senior Center
Facility size	4,732 sq. ft.	4,600 sq. ft.	51,00 sq. ft.	28,000 sq. ft.	60,000 sq. ft.
Community Hall size	1,254 sq. ft.	2,247 sq. ft.	5,000 sq. ft.	4,018 sq. ft.	4,446 sq. ft.
Parking spaces	6	44	Approx. 241	315	Approx. 202



Comparison of Programming at other Facilities

	City of Brea	City of Fullerton	City of Yorba Linda
Hours of Operation	Monday – Friday: 8:00 a.m. – 3:00 p.m.	Monday – Friday: 7:30 a.m. – 9:00 p.m. Saturday: 7:30 a.m. – 3:00 p.m. Sunday: 12:00 – 3:00 p.m.	Monday – Friday: 8:00 a.m. – 4:00 p.m.
Price	No Fee	\$10.00 year membership	\$10.00 year membership
Arts/Crafts	<ul style="list-style-type: none"> • Crazy Crafts w/ Leslie • Crazy Crafts & Coloring Therapy 	<ul style="list-style-type: none"> • Needlecraft Service Group • Creative Coloring Connection • Photography 	<ul style="list-style-type: none"> • Watercolor • Oil Painting • Knitting, Crochet, Needlecraft
Fitness/Health	<ul style="list-style-type: none"> • Better Balance Health • Table Tennis • Zumba Gold • Blood Pressure Monitoring 	<ul style="list-style-type: none"> • Walking Group • Yoga & Pilates • Alzheimer’s Caregiver Support Group • Fit & Healthy 	<ul style="list-style-type: none"> • Eccentrics Gentle Stretch • Tai Chi • Chair Yoga • Healthy Balance • Line Dancing



Use of Neighboring Facilities by Placentia Residents

CITY OF BREA

Use of Brea Senior Center programs within past year by Placentia residents:

- **162** participants in the Friday Lunch Program
- **251** participants in Parties/Holidays
- **15** participants in the Travel Group Program
- **21** participants in the Senior Grocery Program (since May 2023)
- **48** registered participants at the Brea Senior Center since 2021 (5% of total participants)

CITY OF YORBA LINDA

Use of Yorba Linda community facilities within the past year by Placentia residents:

- **220** Placentia households reserved a facility and/or participated in an activity
- **\$22,000** in registration revenue from Placentia residents
- **\$44,000** in total revenue from Placentia residents

CITY OF FULLERTON

Use of Fullerton community facilities within the past year by Placentia residents:

- **137** Placentia residents participate in our programming at FCC.
- **16** Placentia residents utilize the rental spaces in Fullerton



Group 4 Presentation



Operational Plan

- Relocate existing Community Services administrative operations from City Hall to Center
- Existing Community Services Budget will continue to be in effect
- Existing Senior Center programs will be relocated to the new center with current staffing levels
- Regardless of relocation, CS is currently budgeted and will remain in general fund
- Increase staffing by (2) Full time employees and (5) Part time employees for the proposed center:
 - FT Facility Coordinator
 - FT Custodian
 - Part time: Custodian(1), Clerical Aide(1), Senior CS Leaders(1), CS leaders(2)
- Staff will continue to evaluate the most effective method to meet the janitorial needs of the Center, either through internal staffing or through a contracted service provider

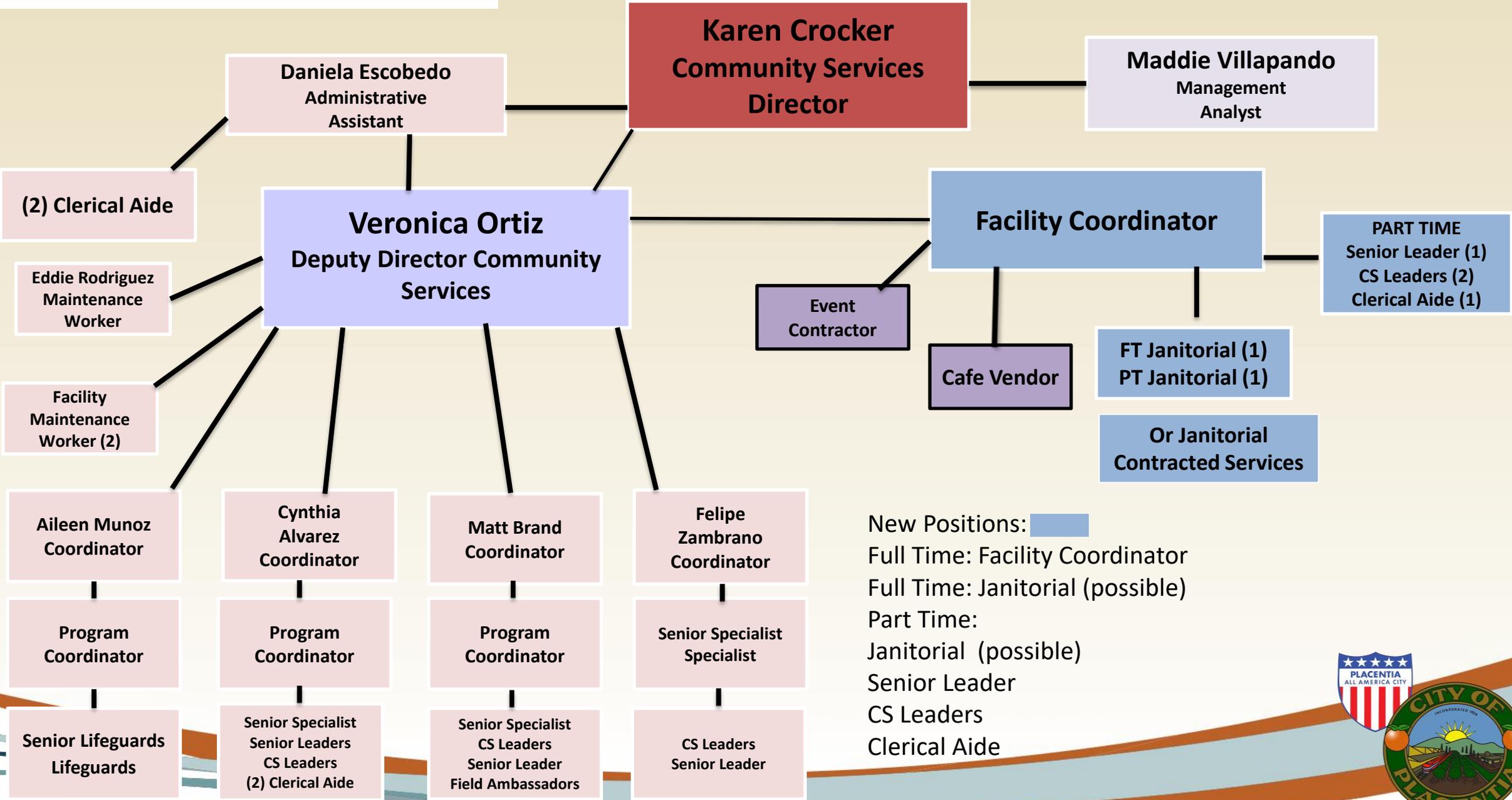


Operational Plan continued

- Staff is recommending a third party operator to manage, market, book, staff all aspects for running the event center
- The proposed cafe operated indoor/outdoor will allow patrons of the park and facility to utilize the cafe for refreshments
- Staff is recommending a local Placentia business to be a third party vendor to operate and manage the cafe at a leasing fee consistent with the market rate
- Increase community youth/adult classes and programs within proposed facility such as fitness, dance, culinary, arts and technology
- Facility to be used for community to host meetings, special events, holiday events, etc.
 - Placentia Rotary, Chamber of Commerce, City Events, State of the City
- Community room to facilitate large community gatherings over 300 people
- City trainings for all City departments could be accommodated
- Other rooms within proposed Center will increase the cities revenue as additional rental space



Organizational Chart



New Positions:
 Full Time: Facility Coordinator
 Full Time: Janitorial (possible)
 Part Time:
 Janitorial (possible)
 Senior Leader
 CS Leaders
 Clerical Aide



Financial Analysis

- The Community Services Department current budget is \$3.3 million.
- The proposed increase for the proposed Center is an estimated range between \$381,500 - \$401,500.
- This estimated range includes the following:
 - Staff salaries and benefits: \$236,000 includes janitorial staffing
 - Scenario 1: Internal janitorial staffing in the amount of \$97,800
 - Scenario 2: Janitorial contract services in the amount of \$127,000
- Landscape maintenance contract: \$45,000 - \$55,000
- Janitorial supplies: \$10,000 - \$20,000
- Estimated utilities: \$90,500 (based upon solar panels, as required by green building code)
- Based upon review, Staff is estimating these figures from the Placentia finance department, City of Diamond Bar Center, City of Yorba Linda and City of Burlingame. These facilities are share some similarities to our proposed center.
- Should the City Council approve the design to 100%, Staff is recommending that a third-party consultant assist Staff with preparation of an inclusive future maintenance and replacement plan. This plan would include costs for roof repair/replacement, carpet/tile replacement, painting, concrete repair, landscaping, electrical, plumbing, and depreciation, etc.



Revenues/Expenditures

- Estimated Community Services Department revenue for proposed Center will range from \$571,640 to \$1,170,640 from Years 1 to Year 3.
- This net revenue would not be assigned to any particular purpose. This net revenue could be used to fund replacement and or maintenance for the new center, as well as other park improvements needed throughout the City. Staff would return to the City Council to request policy direction for the use of this net revenue.

	Year 1	Year 2	Year 3
Community Hall/Event Center	\$300,000	\$500,000	\$800,000
Cafe Lease	\$20,640	\$21,466*	\$22,325*
Classes	\$151,000	\$200,000	\$200,000
Meeting/Multipurpose rooms	\$100,000	\$150,000	\$150,000
Total Revenue	\$571,640	\$871,466	\$1,172,325
Expenditures	\$401,500**	\$421,575***	\$442,653***
Net Revenue	\$170,140	\$449,891	\$729,672

*Based upon 4% increase in lease rate per year

**Based upon highest range

***Based upon 5% cost of living increase and inflation



Proposed Event Center Options

- Staff has identified two options of operating the 7,300 sq. ft. proposed Community Hall/Event Center
- The first option is internal department operated and the second option is utilizing a third-party vendor
- After visiting and exploring different municipal community centers, Staff is recommending contracting with a third-party vendor to operate, manage, market, and staff the proposed Community Hall/Event Center
- The recommendation is based upon the ability to maximize the potential revenue to be made at the facility
- Staff found there is a greater potential for net revenue generation by utilizing a third-party vendor for the operation of the Community Hall/Event Center

City	Operation type	City Operation Revenue	City Operation Expenses	Balance
Aliso Viejo	Contracted	\$920,000	\$50,000 - \$150,00	+ \$770,000
Diamond Bar	Internal	\$758,250	\$1,647,850	- \$889,600
Downey	Contracted	\$400,000	\$30,000	+ 370,000
Yorba Linda	Internal	\$300,000	\$925,000	- \$625,000



Capital Donor Program/Other Sources for Capital

- A part of the capital funding needed to construct the community center, Staff is recommending the establishment of a donor program. Potential donor options may include opportunities such as, naming rights of individual room and or the Community Hall/Event Center, displays on a donor wall in a prominent location within the facility and the utilization of online donation platforms. Should the City Council proceed with the proposed project, Staff is recommending to hire a third-party fundraising consultant to help with this effort.



Capital Donor Program/Other Sources for Capital

- The City may explore potential grant opportunities for funding. Since 2019, the City has been successful in obtaining \$1,675,500 in grant funding for Park/Facility improvements. Funding was awarded by The California Department of Parks and Recreation and St. Jude Medical Center
- Furthermore, the City has been successful in obtaining Federal and State earmarks for the following projects in 2022:

Description	Grant Amount
Federal Earmark for the Golden Avenue Bridge Replacement Project	\$2,200,000
Caltrans Public Art Grant for the 57 Freeway Interchange	\$650,000
SB2 State Planning Grant for Planning Projects	\$160,000
State LEAP Grant Funding Chapman Corridor Zone Change	\$150,000
Project Safe Neighborhoods Grant for Five Police Officers	\$537,160
Proposition 69 Funds for the Public Safety Evidence Facility	\$132,000



Fiscal Impact

- There is no fiscal impact at this time associated with the review of the 35% conceptual design and proposed Business Plan of the Center.
- Should the City Council proceed with the recommended actions, Staff will prepare Amendment No. 1 of the Professional Services Agreement with Group 4 to provide Phase II, 100% complete architectural and engineering design level for the proposed Center for a not-to-exceed amount of \$1,395,000. Amendment No. 1 will be provided for approval to the City Council at the October 3, 2023, meeting
- Funding to be utilized for Phase II of the project shall include a \$500,000 grant from 4th District Supervisor Doug Chaffee's Office, a \$600,000 donation from Toll Bros., and \$295,000 from the Fiscal Year 2023-2024 General Fund Capital Improvement Projects Fund
- Collectively, the donation and grant funds represent approximately 80% of the funding needed to complete the 100% design. Therefore, sufficient funds exist for the recommended actions



Staff Recommendation

It is recommended that City Council take the following actions:

- Receive and file the Community/Senior Center Project presentation and Business Plan and provide Staff and the Blue-Ribbon Committee with feedback; and
- If approved, direct Staff and the Blue-Ribbon Committee to proceed with 100% complete architectural and engineering design documents for the proposed Community/Senior Center; and
- If approved, direct Staff to prepare Amendment No. 1 to the Professional Services Agreement with Group 4 Architecture, Research + Planning Inc. to be brought back at the October 3, 2023 City Council Meeting; and
- If approved, direct Staff to proceed with retaining a fundraising consultant to establish a donor program as outlined in the proposed Business Plan



Next Steps

- Prepare Amendment No. 1 to the Professional Services Agreement with Group 4 Architecture, Research + Planning Inc. to be brought back at the October 3, 2023 City Council Meeting
- Meet with County Staff regarding concept design
- Blue-Ribbon Committee to continue to work with City Staff and Group 4 to finalize the 100% design, engineering and construction documents
- Prepare and finalize all CEQA documents
- 100% design, engineering and construction documents to determine the project cost to construct the proposed Community/Senior Center
- Staff to prepare RFP to solicit a consultant for the purposes of fundraising and donor program
- The 100% design and projected construction cost to be presented at the June 2024 City Council meeting



Questions & Comments



PLACENTIA SENIOR COMMUNITY CENTER COMMUNITY ENGAGEMENT AND CONCEPTUAL DEVELOPMENT

City of Placentia

City Council Presentation 9/19/2023



PROJECT BACKGROUND

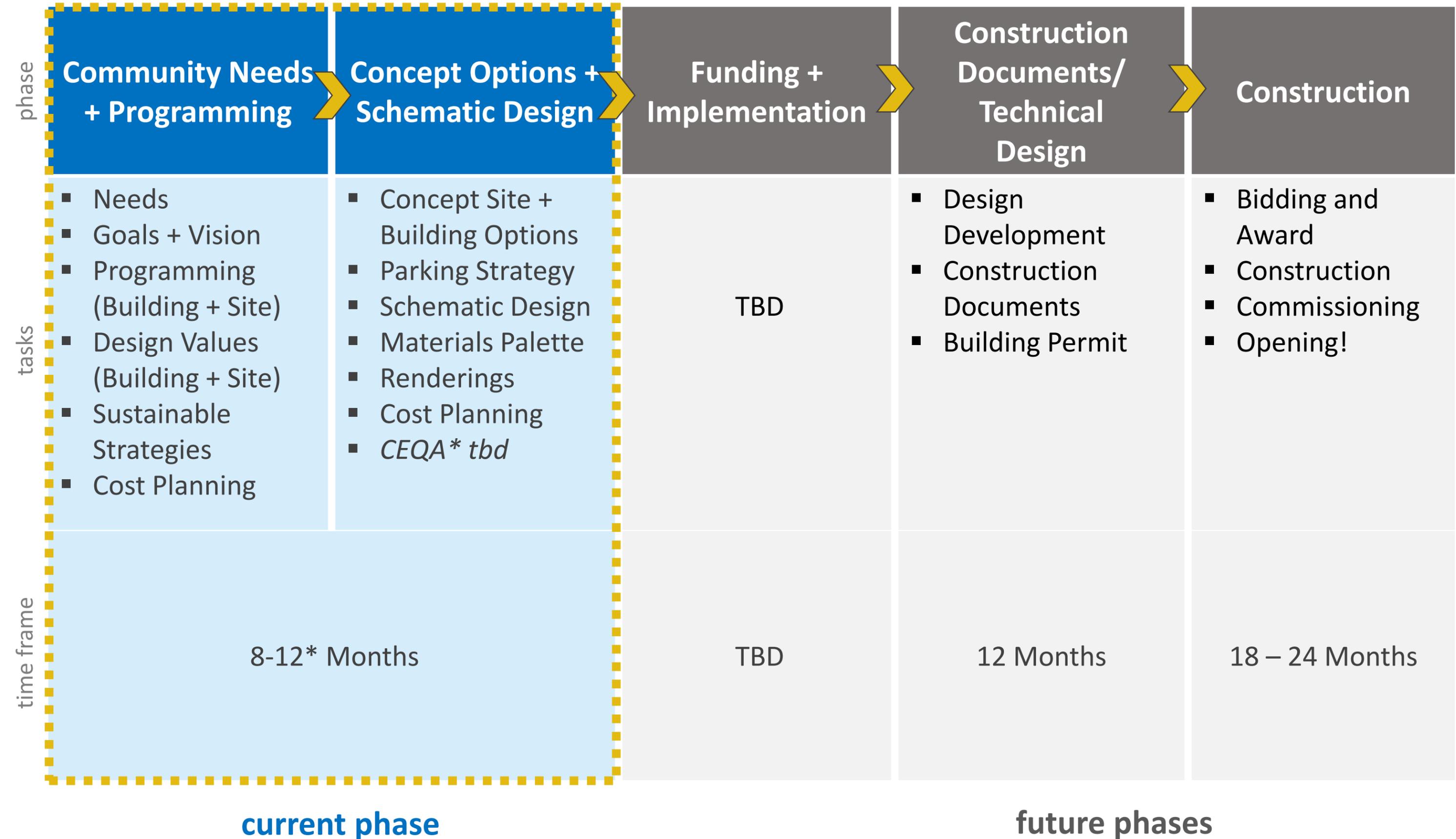
The City of Placentia is designing a **NEW SENIOR COMMUNITY CENTER** at the north-east corner of the County's Tri-City Park.

Providing the City of Placentia and the surrounding communities a much-needed facility to better:

- Serve the growing needs of our senior population
- Offer robust programming for all ages
- Enhance the park with site improvements and landscaping
- Provide adequate parking



PROJECT PHASES



SENIOR COMMUNITY CENTER PHASE I WORK PLAN

2022		2023								
DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT
PHASE I – Assessments, Concept Options, Schematic Design						PHASE II				
TASK I.1 – Community Needs Assessment										
<ul style="list-style-type: none"> • Conduct kick-off meeting, site tours with PMT • Inventory existing buildings • Demographics analysis • Service and Program Assessment 										
TASK I.2 – Site + Environmental Assessments				TOPOGRAPHICAL AND GEOTECHNICAL SURVEY						
<ul style="list-style-type: none"> • Site analysis • Site opportunities and constraints • Planning analysis 		<ul style="list-style-type: none"> • Zoning and transit analysis • Neighborhood and environment • Development of base drawings 								
TASK I.3 – Concept Options										
						TASK I.4 – Schematic Design				
						<ul style="list-style-type: none"> • Building and site program options • Project cost models and cost analysis 				
						Furniture, Fixtures, and Equipment				

PROJECT PARTICIPATION

Project Management Team

Blue Ribbon Committee and Joint Public Meetings with SAC + PARC

Community Outreach + Online Survey

Technical Meetings + Integrated Design Workshop

City Council



PROJECT PARTICIPATION



PMT Meetings

- 12/14 – PMT #1
- 1/11 – PMT #2
- 1/18 – PMT #3
- 2/1 – PMT #4
- 2/15 – PMT #5
- 3/1 – PMT #6
- 3/15 – PMT #7
- 4/5 – PMT #8
- 4/12 – PMT #9
- 4/19 – PMT #10
- 7/18 – PMT #11
- 8/2 – PMT #12
- 8/14 – PMT #13
- 8/29 – PMT #14

Facility Tours

- 3/9 – With City staff and Blue Ribbon Committee members

Orange County Meetings

- 1/30

Blue Ribbon Committee and Joint Public Meetings with SAC + PARC

- 9/21 – BRC #1
- 1/18 – BRC #2
- 2/15 – BRC #3, joint public meeting with SAC + PARC
- 3/15 – BRC #4
- 4/19 – BRC #5, joint public meeting with SAC + PARC
- 5/17 – email update
- 6/21 – email update
- 7/19 – BRC #6
- 8/16 – BRC #7

Community Outreach and Online Survey

- 2/16 – 4/30

Technical Meetings + Integrated Design Workshop

- 1/11 – Technical Meeting with City and Recreation Staff
- 1/19 – Technical Meeting with Building, Planning, Fire, Safety
- 2/16 – Technical Meeting
- 8/9 – Integrated Design Workshop (IDW)

City Council

- 9/20 – Authorization to proceed
- 2/6 – Staff update to City Council on work plan

WHO IS PLACENTIA?

POPULATION

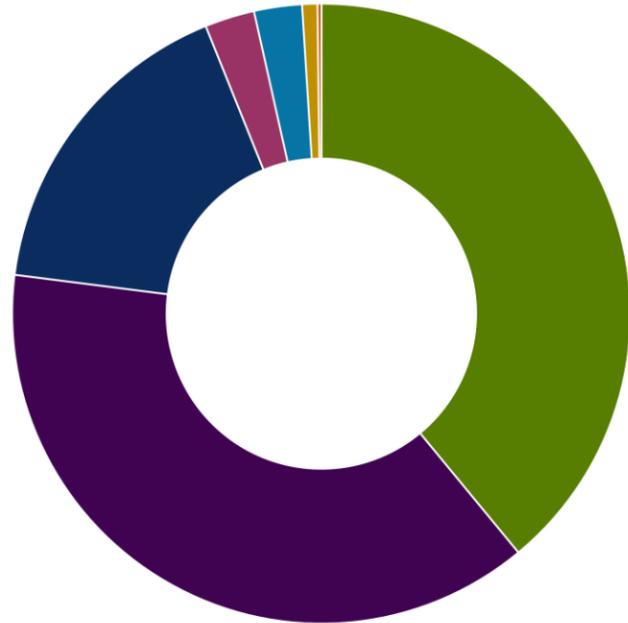
Source: Placentia Development Services



~51,800

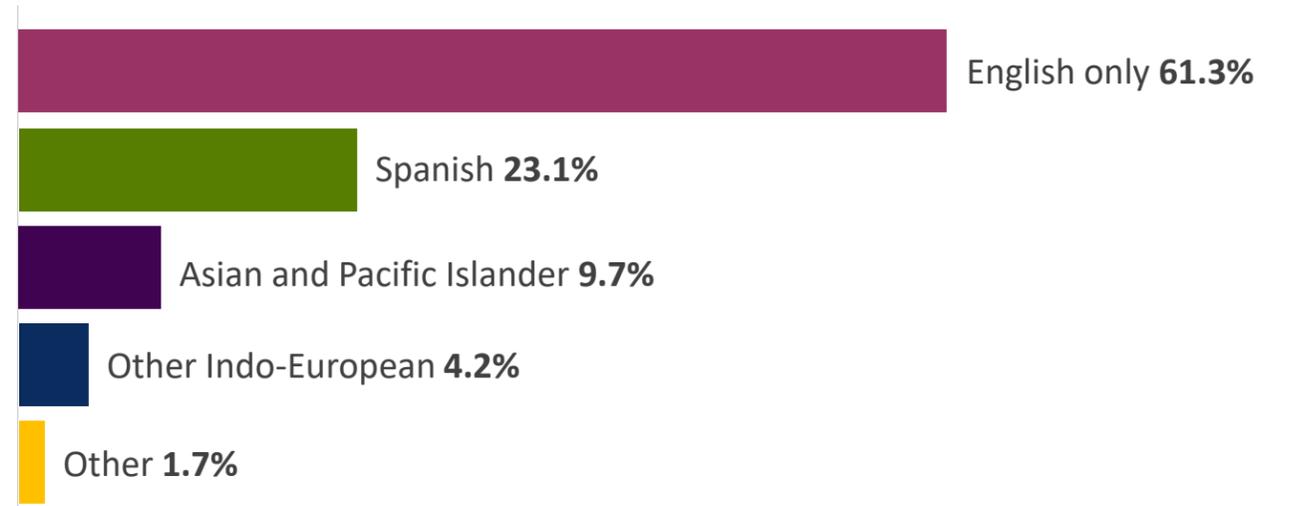
RACE

Source: American Community Survey 2021



LANGUAGE

Source: American Community Survey 2021



INCOME + EMPLOYMENT

Source: Placentia Development Services

\$99,900

Median Household Income

65.1%

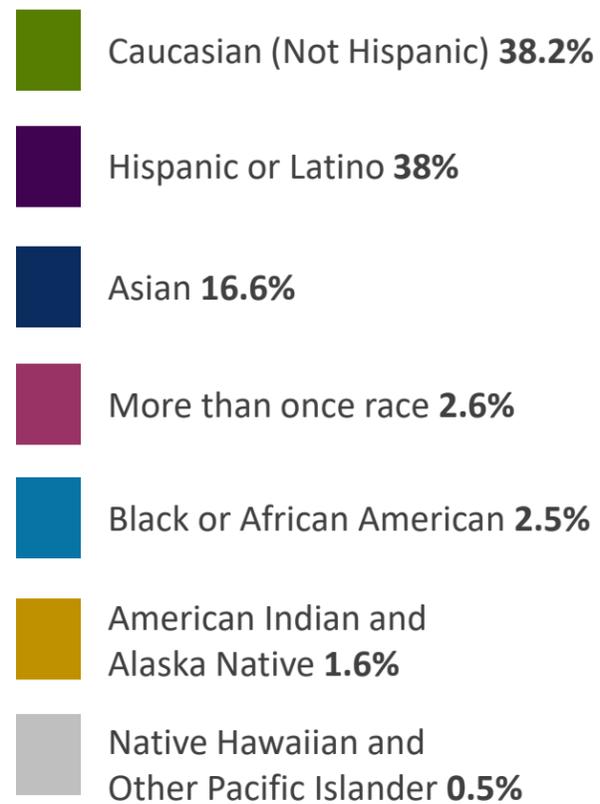
Employment Rate

4.7%

Poverty Rate

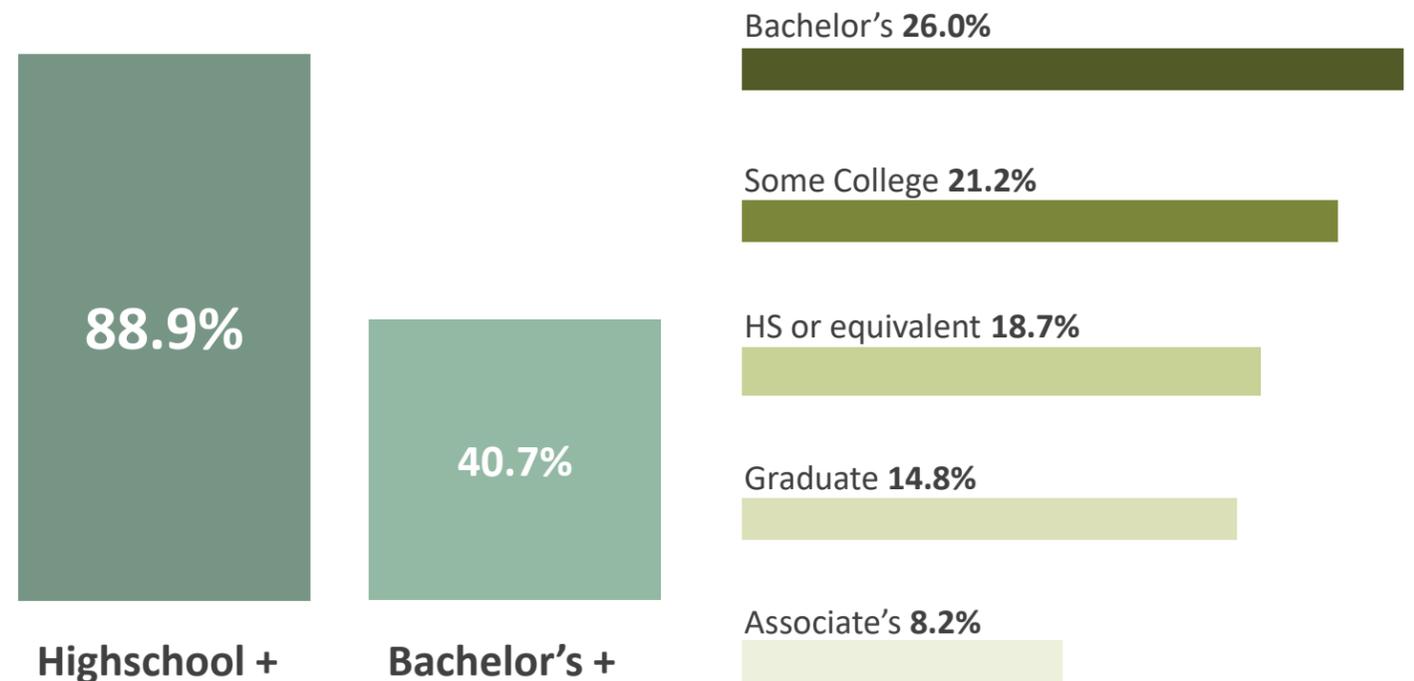
Social Group: 05-S2 The Affluentials

Life Stage Group: 08-M1 Affluent Empty Nest



EDUCATION

Source: American Community Survey 2021



NEEDS ASSESSMENT – PRELIMINARY FACILITIES MAP



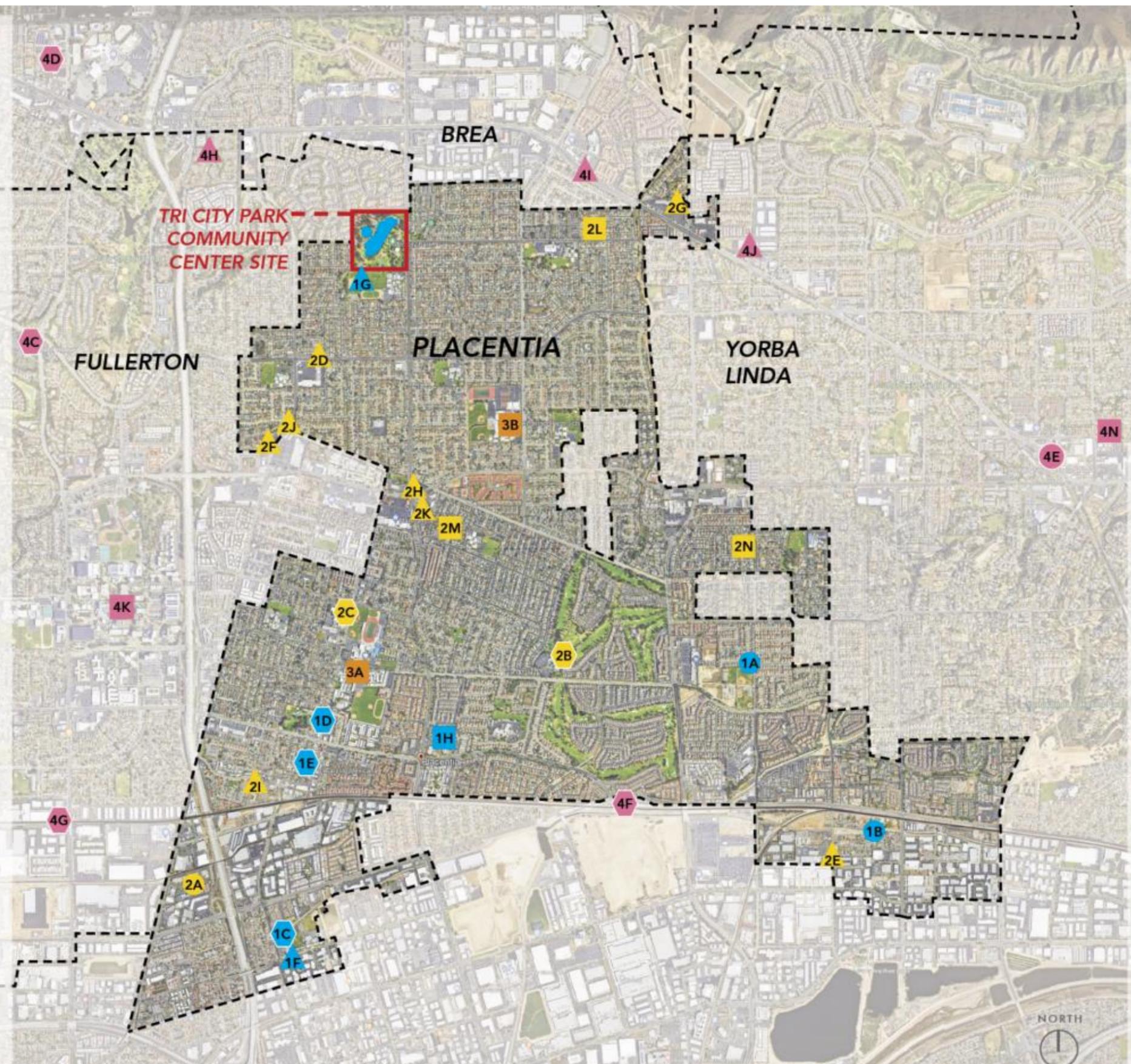
- SMALL MULTIPURPOSE SPACE
- ◆ LARGE MULTIPURPOSE SPACE
- ▲ FITNESS
- LIBRARY

- 1. CITY FACILITIES**
- 1A AGUIRRE BUILDING**
505 Jefferson St (60p)
 - 1B GOMEZ COMMUNITY CENTER**
1701 Atwood Awewhite (60p)
 - 1C WHITTEN COMMUNITY CENTER**
900 S Melrose St (150p)
 - 1D BACKS COMMUNITY BUILDING**
201 N Bradford Ave (150p)
 - 1E EDWIN POWELL BUILDING**
143 S Bradford Ave
 - 1F OBERLE GYMNASIUM**
974 S Melrose Ave (348p)
 - 1G TYNES GYM**
2101 N Tuffree Blvd (303p)
 - 1H PLACENTIA LIBRARY MEETING ROOM**
411 E Chapman Ave (980sf, 136p)

- 2. PRIVATELY OWNED FACILITIES**
- 2A RESIDENCE INN MEETING ROOM**
700 W Kimberly Ave (289sf, 20p)
 - 2B ALTA VISTA COUNTRY CLUB**
777 Alta Vista St (250p)
 - 2C PLACENTIA ROUND TABLE WOMEN'S CLUB**
902 Bradford Ave (2720sf, 200p)
 - 2D CRUNCH FITNESS**
1882 N Placentia Ave
 - 2E KANDU FITNESS**
780 S Van Buren St
 - 2F UZIMA FITNESS**
1501 N Placentia Ave
 - 2G F45 TRAINING**
1135 E Imperial Hwy
 - 2H PLACENTIA FIT BODY BOOTCAMP**
1445 N Kraemer Blvd
 - 2I ZUMBA FIT**
322 W Santa Fe Ave
 - 2J NORTH ORANGE COUNTY MARTIAL ARTS**
1521 N Placentia Ave
 - 2K UNITED BY FITNESS**
1434 N Kraemer Blvd
 - 2L FREE LITTLE LIBRARY**
816 Chicago Ave
 - 2M FREE LITTLE LIBRARY**
1314 N angelina Dr
 - 2N FREE LITTLE LIBRARY**
1231 N Jefferson St

- 3. SCHOOL-OWNED**
- 3A AUDITORIUM @ VHS**
500 Bradford Ave (752p)
 - 3B PERFORMING ARTS CENTER @ EDHS**
1651 Valencia Ave (634p)
 - 3A VALENCIA HS POOL & GYM**
500 Bradford Ave
 - 3B EL DORADO HS POOL & GYM**
1651 Valencia Ave
 - 3A VALENCIA HS LIBRARY**
 - 3B EL DORADO HS LIBRARY**

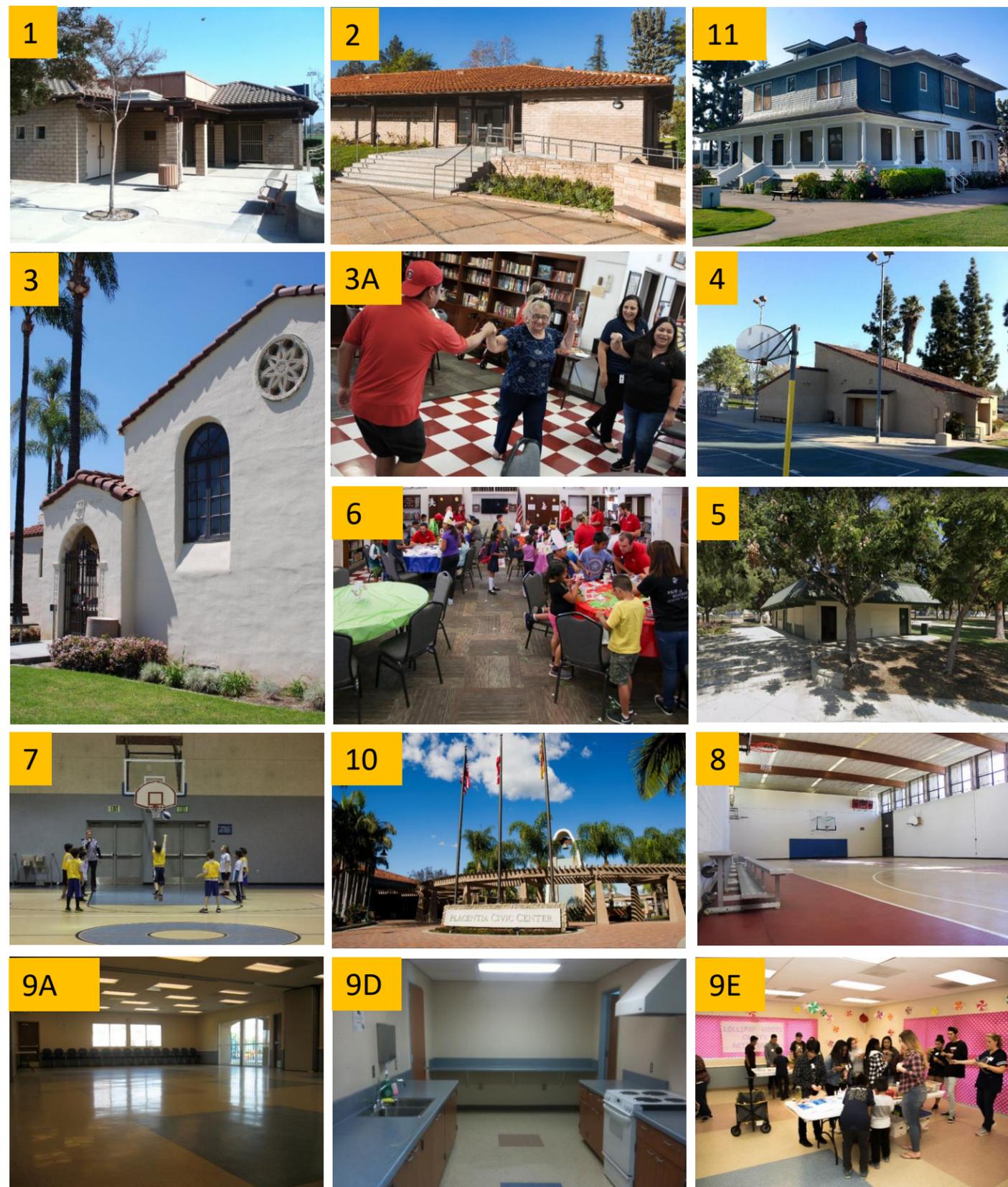
- 4. NEARBY REGIONAL**
- 4A THOMAS LASORDA FIELD HOUSE**
4701 Casa Loma Ave MPR (2500 sf, 100p)
 - 4B FORUM THEATER @ YORBA LINDA HS**
19900 Bastanchury Rd (266p)
 - 4C SUMMIT HOUSE WEDDINGS BALLROOM**
2000 E Bastanchury (250p)
 - 4D BREA COMMUNITY CENTER**
695 Madison Way
 - 4E MASONIC HALL**
#469 4847 Main St (1500sf, 100p)
 - 4F SOL BANQUET CENTER**
3490 E Orangethorpe Ave
 - 4G VENETIAN BANQUET CENTER**
349 S State College Blvd
 - 4A THOMAS LASORDA FIELD HOUSE**
4701 Casa Loma Ave Gym (11000 sf, 1679p)
 - 4B YORBA LINDA HS POOL & GYM**
19900 Bastanchury Rd
 - 4H BE: LIFTED**
3235 Association Rd
 - 4I ORANGE THEORY BREA**
3461 E imperial Hwy
 - 4J LA FITNESS**
16951 Imperial Hwy
 - 4K POLLACK LIBRARY**
800 State College Blvd
 - 4B YORBA LINDA HS LIBRARY**
19900 Bastanchury Rd
 - 4M YORBA LINDA CULTURAL ARTS CENTER**
4802 Lakeview Ave
 - 4N YORBA LINDA PUBLIC LIBRARY**
4852 Lakeview Ave





NEEDS ASSESSMENT – EXISTING PLACENTIA CITY FACILITIES

	Facility	Occ	Area (SF)	Activities/Use
1	Aguirre Building	60 occ	2030 SF	Multipurpose/rentals
2	Backs Community Building	150 occ	6887 SF	Multipurpose/rentals
3	Edwin T. Powell Building • Placentia Senior Center	108 occ	3350 SF	Multipurpose & Senior Center; limited capacity; limited parking so limited events
4	Gomez Community Center	60 occ	2952 SF	Multipurpose/rentals
5	Koch Recreation Center • Tiny Tots	20 occ	1500 SF	Only for Tiny Tots
6	Kraemer Clubhouse • Cathy Torrez Learning Ctr.		1796 SF	Open just for learning center
7	Oberle Gym	348 occ	4982 SF	Gym/athletic rentals
8	Tynes Gym	303 occ	4457 SF	Gym/athletic rentals
9	Whitten Community Center • Main room • Divisible into Room A and Room B • Game/Parks Room (afterschool) • Tutoring Room • Kitchen • Neighborhood Services (office space)	150 occ 75 occ each	9390 SF	Multipurpose/rentals
10	Placentia Civic Center • Placentia Library	N/A	N/A	City Hall does not have public rentable spaces Multipurpose/rental in Library (own library district)
11	Bradford House	N/A	N/A	Historic venue, operated through non-profit; City does not have access



09/19/2023

City Council

Placentia Senior Community Center

TOTAL EXISTING CITY FACILITIES = 37,344 SF

NEEDS ASSESSMENT – COMPARABLE COMMUNITY FACILITIES



CITY	2020 Population ⁸	2040 Population ²	EXISTING Indoor Facilities - Total SF	Indoor Facilities - SF/ Resident ³
Yorba Linda	68,426 ¹	67,695 ¹¹	108,900	1.61
Brea	46,872 ¹	50,930 ¹⁰	80,729	1.59
Cypress	50,151 ¹	51,644 ¹	49,750	0.99
Placentia	51,569 ¹	56,679 ⁹	37,344	0.66
Fullerton	142,070 ¹	156,742 ¹	74,250	0.47
La Habra	63,097 ¹	66,551 ¹	28,734	0.45

09/19/2023

City Council

Placentia Senior Community Center

10

Notes:

All indoor facilities noted here are City-owned

¹ Source: Population: CSUF Center for Demographic Research Report: May, 2022 [OC Demographics - Center for Demographic Research | CSUF \(fullerton.edu\)](https://www.fullerton.edu/oc-demographics)

² Source: ABAG Projections 2013

³ Based on 2040 population projection

⁴ Needs to be updated based on current planning

⁶ City is currently planning for future improvement to facilities

⁷ does not include spaces rented to artists

⁸ Source: Population: California Dept. of Finances, E-5 Report: January 1, 2022

⁹ Placentia Planning Department

¹⁰ Brea Planning Department

¹¹ Yorba Linda Planning Department

NEEDS ASSESSMENT – COMPARABLE COMMUNITY FACILITIES



CITY	2020 Population ⁸	2040 Population ²	EXISTING Indoor Facilities - Total SF	Indoor Facilities - SF/ Resident ³	PROPOSED Senior/Community Center – Total SF	PROPOSED Indoor Facilities - Total SF	PROPOSED Indoor Facilities - SF/ Resident ³
Yorba Linda	68,426 ¹	67,695 ¹¹	108,900	1.61		108,900	1.61
Brea	46,872 ¹	50,930 ¹⁰	80,729	1.59		80,729	1.59
Placentia	51,569 ¹	56,679 ⁹	37,344	0.66	30,000 - 36,000	67,344 - 73344	1.20 - 1.35
Cypress	50,151 ¹	51,644 ¹	49,750	0.99		49,750	0.99
Fullerton	142,070 ¹	156,742 ¹	74,250	0.47		70,250	0.47
La Habra	63,097 ¹	66,551 ¹	28,734	0.45		28,734	0.45

09/19/2023

City Council

Placentia Senior Community Center

Notes:

All indoor facilities noted here are City-owned

¹ Source: Population: CSUF Center for Demographic Research Report: May, 2022 [OC Demographics - Center for Demographic Research | CSUF \(fullerton.edu\)](https://www.fullerton.edu)

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⁹ Placentia Planning Department

¹⁰ Brea Planning Department

¹¹ Yorba Linda Planning Department

USE OF NEIGHBORING FACILITIES BY PLACENTIA RESIDENTS



CITY OF YORBA LINDA

Use of Yorba Linda community facilities within the past year by Placentia residents:

- **220** Placentia households reserved a facility and/or participated in an activity
- **\$22,000** in registration revenue from Placentia residents
- **\$22,000** in rental revenue from Placentia residents
- **\$44,000** in total revenue from Placentia residents

CITY OF BREA

Use of Brea Senior Center programs within the past year by Placentia residents:

- **162 participants** in the Friday Lunch Program
- **251 participants** in Parties/Holiday Events
- **15 participants** in the Travel Group Program
- **21 participants** in the Senior Grocery Program (since May 2023)

48 registered participants at the Brea Senior Center since 2021 (5% of total participants)

COMMUNITY OUTREACH

February 16 – April 30, 2023

Over **500** community members participated through:

- *5 Community Meetings*
- *Intercept kiosk at Easter Egg-Xcitement*
- *Online Survey*



CITY OF PLACENTIA

SHARE YOUR IDEAS AND HELP CREATE THE VISION!



PROPOSED SENIOR COMMUNITY CENTER

JUST IMAGINE

OPPORTUNITIES FOR INPUT Community Meetings at:

- 1. Senior Center**
143 S. Bradford Ave
March 15, 10:00AM – 11:00AM
- 2. Aguirre Building**
505 Jefferson St
March 20, 6:00PM – 7:30PM
- 3. Whitten Community Center**
900 S Melrose Street
March 28, 6:00PM – 7:30PM
- 4. Golden Elementary**
740 Golden Ave
April 18, 6:00PM – 7:30PM
- 5. Backs Community Building**
201 N. Bradford Ave
April 24, 6:00PM – 7:30PM



FOR MORE INFORMATION
☎ (714) 993-8232

ONLINE SURVEY:
(February 16–April 30)

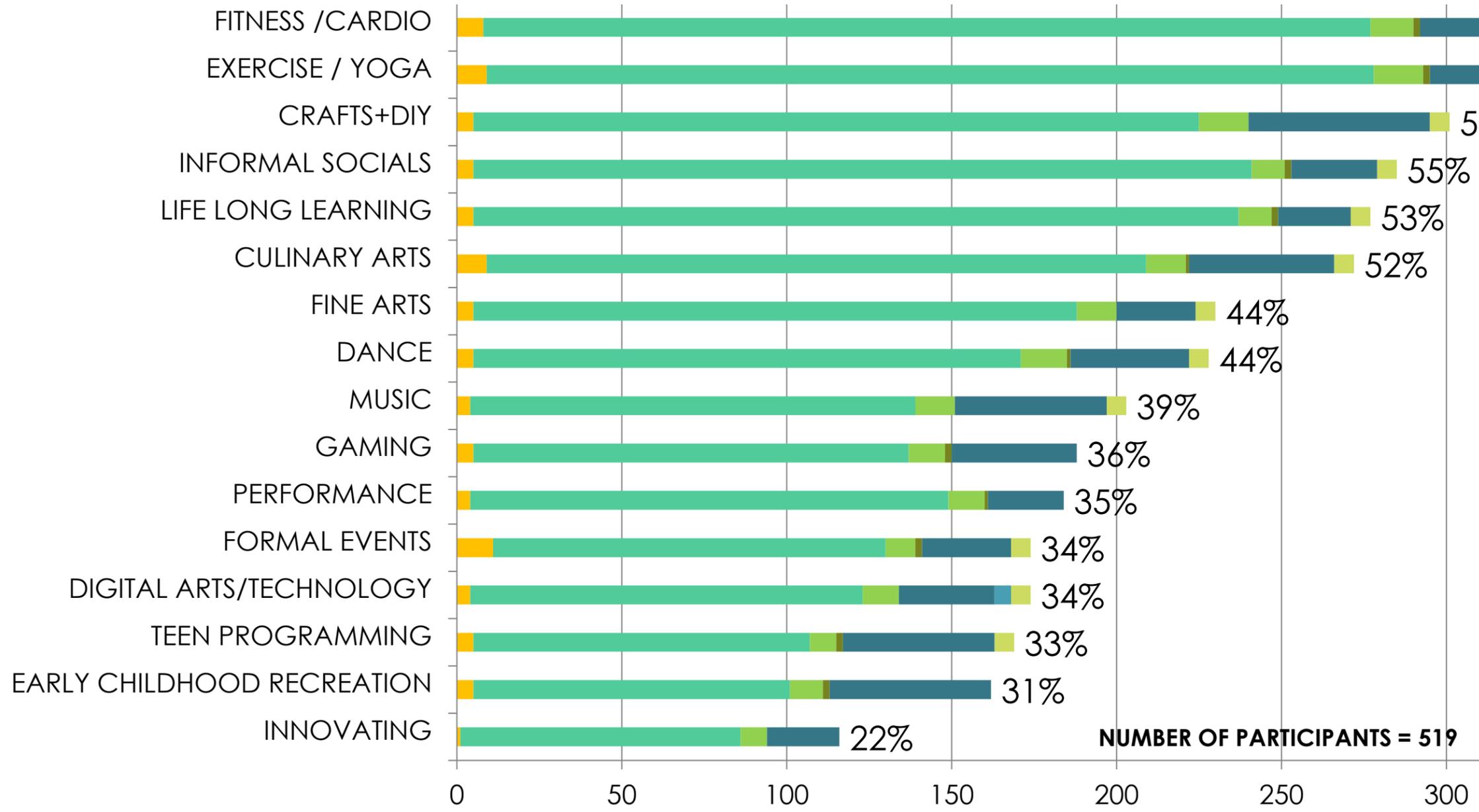


09/19/2023

City Council

Placentia Senior Community Center

COMMUNITY ACTIVITIES



- Joint Meeting 2/15
- Online Survey
- Senior Center 3/15
- Aguirre Building 3/20
- Easter Egg-Xcitement 4/1
- Backs Community Building 4/24
- Golden Elementary 4/18

FITNESS/CARDIO
ESTUDIO DE EJERCICIO

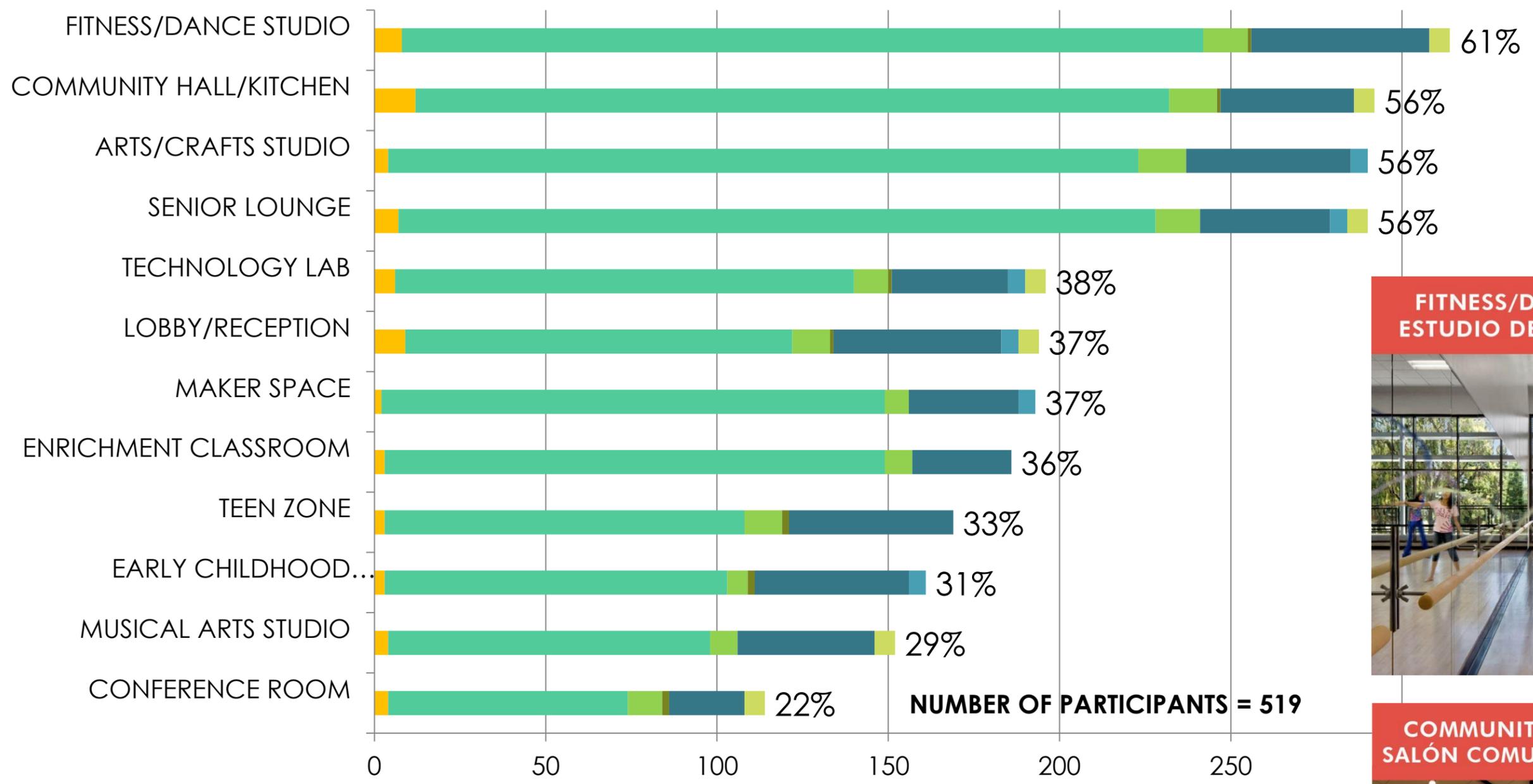


EXERCISE/YOGA
EJERCICIO/YOGA



FITNESS/CARDIO is a high priority for the community

COMMUNITY SPACES



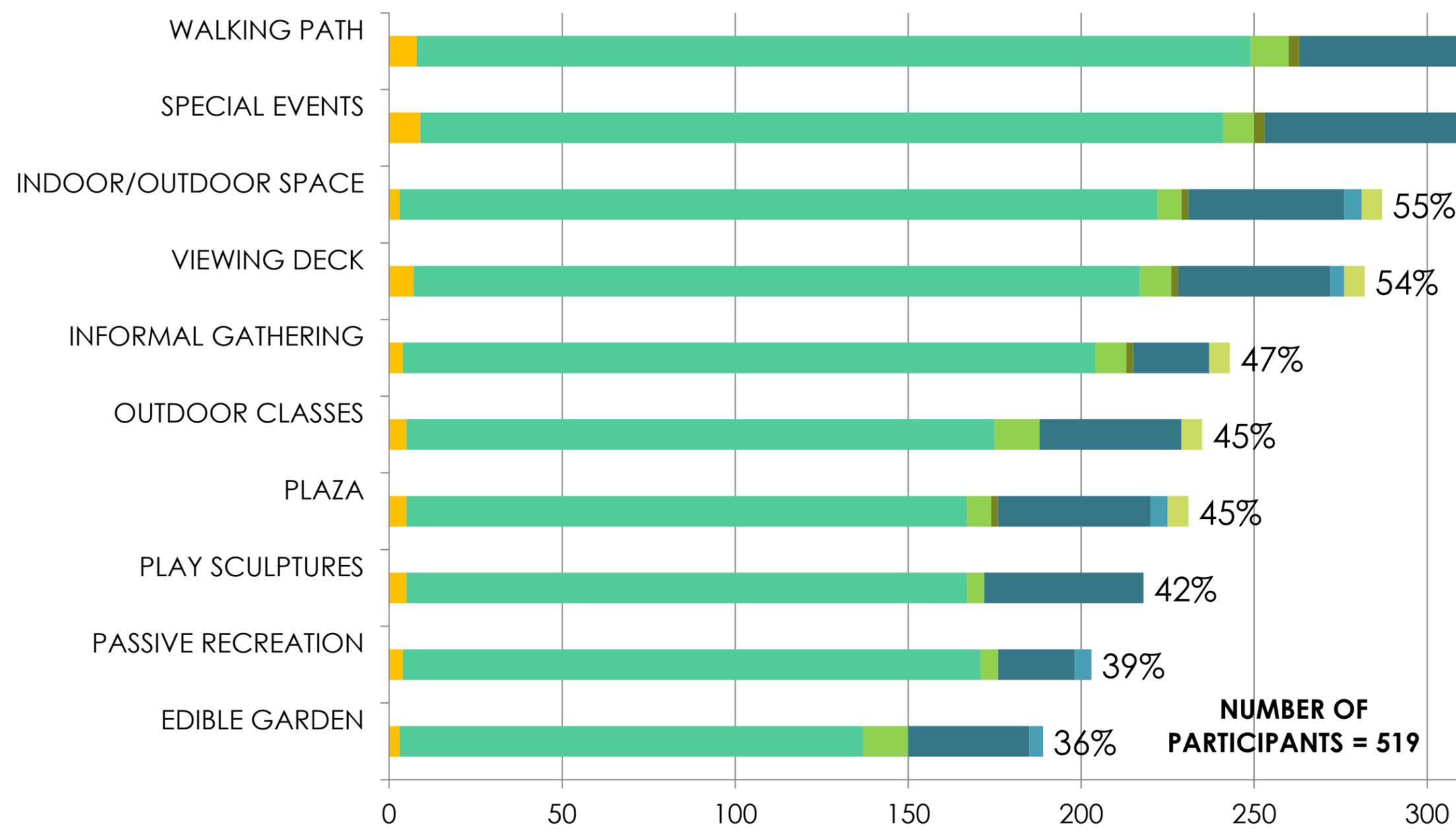
■ Online Survey
■ Easter Egg-Xcitement 4/1
■ Senior Center 3/15
■ Backs Community Building 4/24
■ Aguirre Building 3/20
■ Golden Elementary 4/18



FITNESS/DANCE STUDIO is a high priority for the community

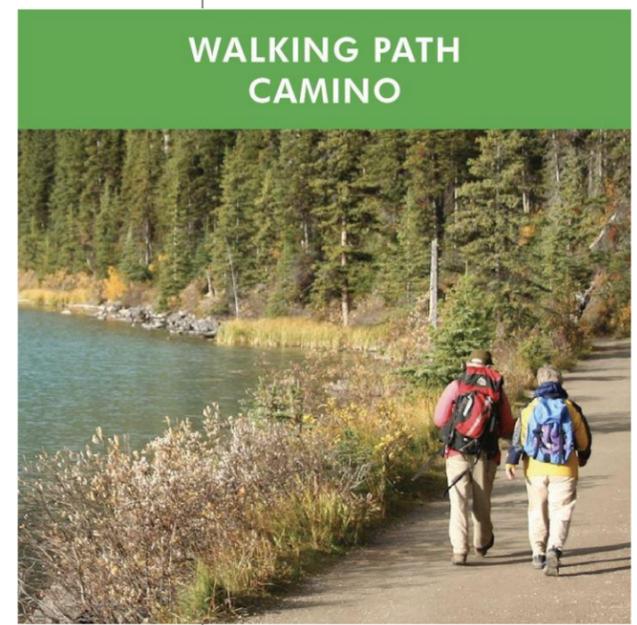


SITE DESIGN VALUES

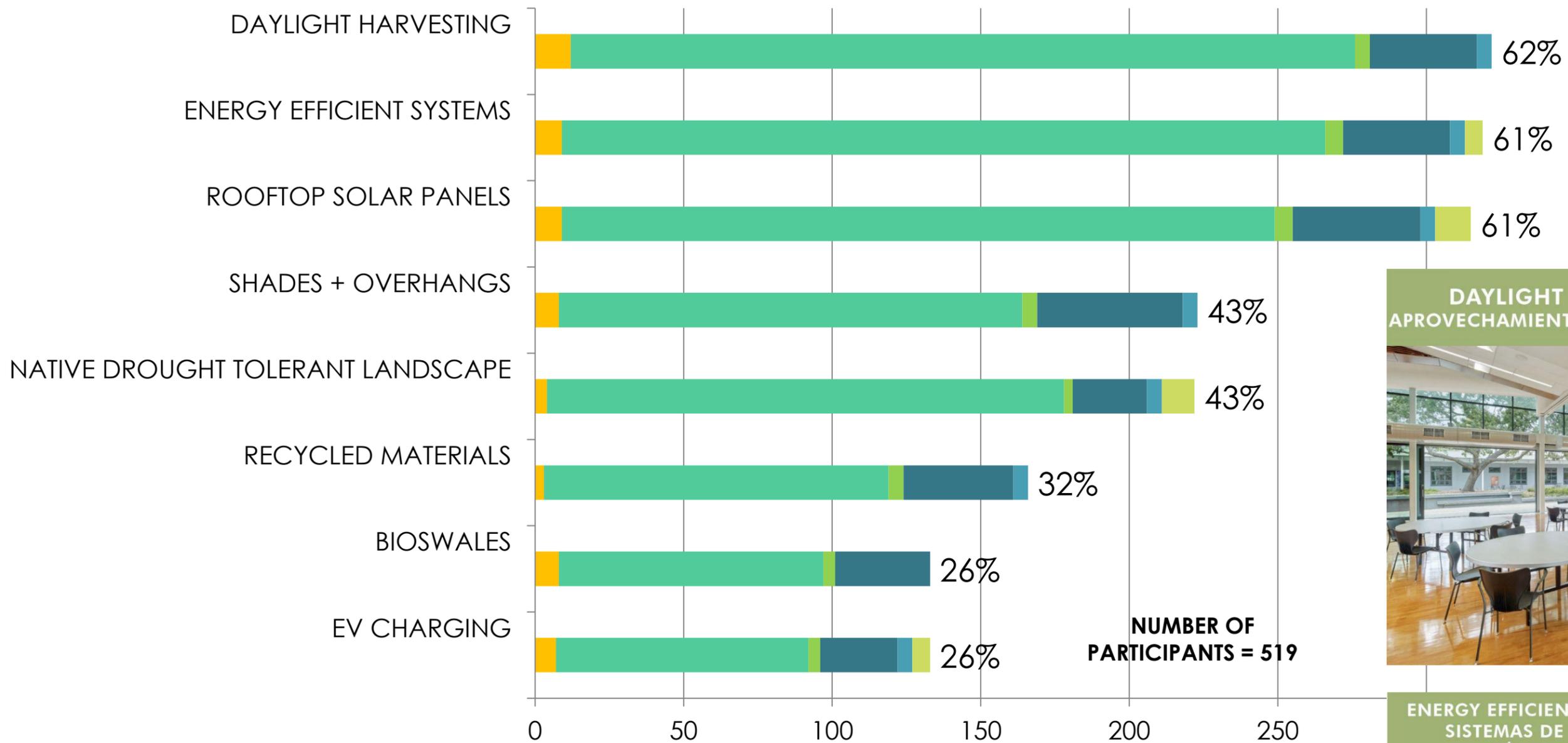


- Joint Meeting 2/15
- Aguirre Building 3/20
- Golden Elementary 4/18
- Online Survey
- Ester Egg-xcitement 4/1
- Senior Center 3/15
- Backs Community Building 4/24

WALKING PATH is a high priority for the community



SUSTAINABLE DESIGN VALUES



- Joint Meeting 2/15
- Aguirre Building 3/20
- Golden Elementary 4/18

- Online Survey
- Ester Egg-Xcitement 4/1

- Senior Center 3/15
- Backs Community Building 4/24

DAYLIGHT HARVESTING
APROVECHAMIENTO DE LA LUZ DEL DÍA

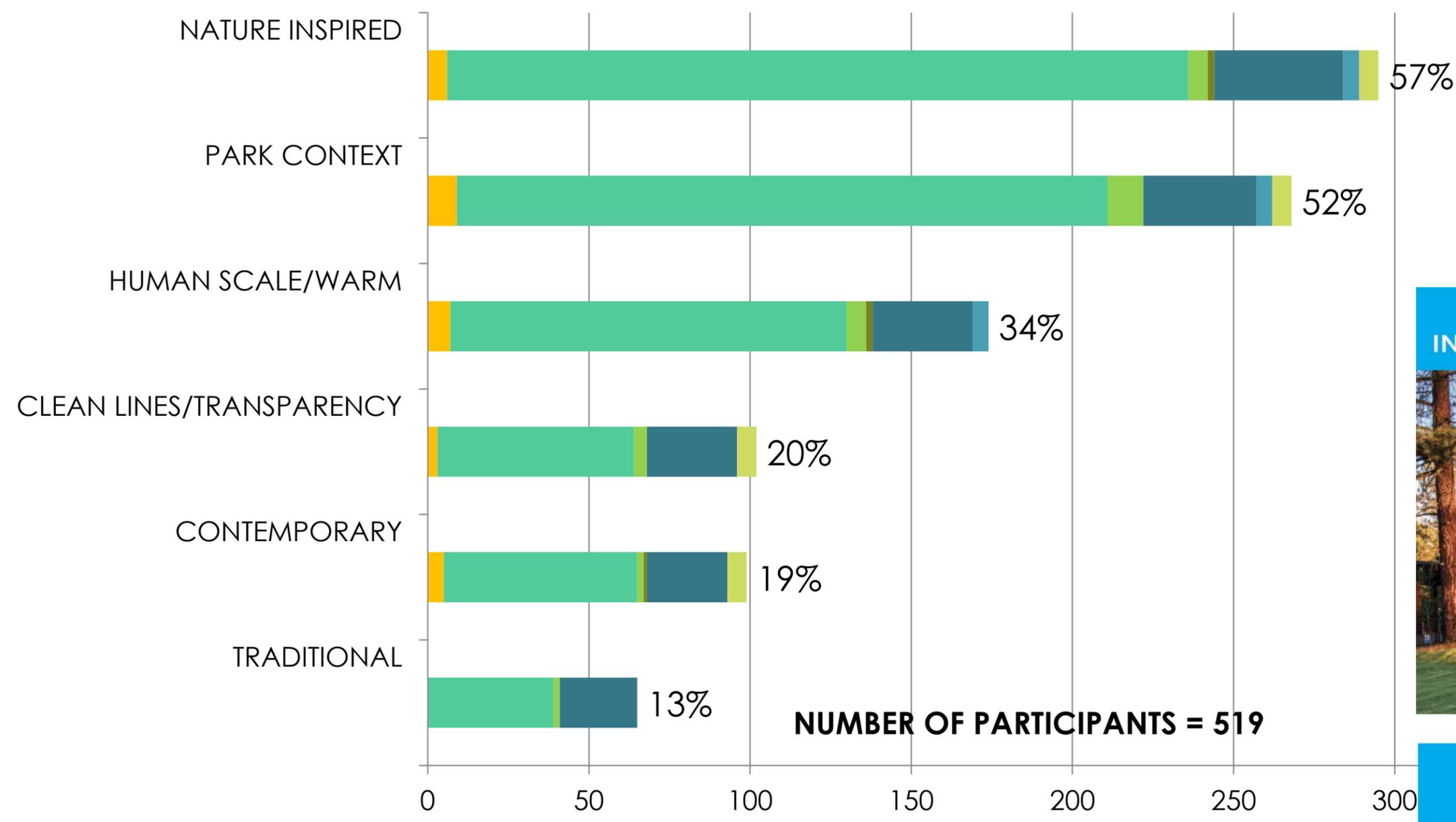


ENERGY EFFICIENT BUILDING SYSTEMS
SISTEMAS DE CONSTRUCCIÓN ENERGÉTICAMENTE EFICIENTES



DAYLIGHT HARVESTING is a high priority for the community

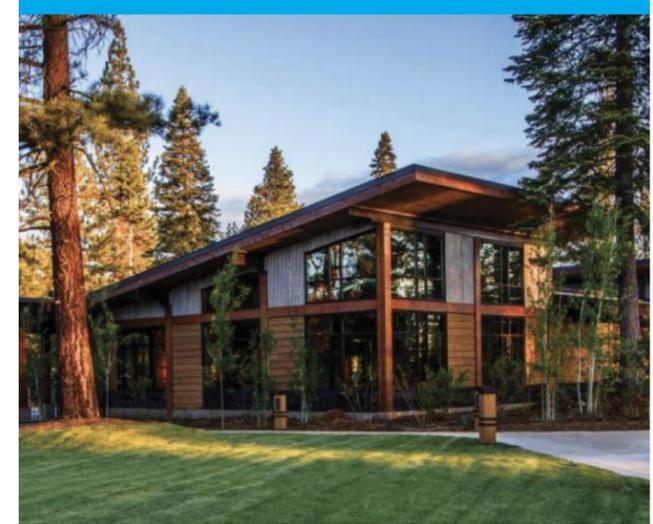
BUILDING DESIGN VALUES



- Joint Meeting 2/15
- Online Survey
- Senior Center 3/15
- Aguirre Building 3/20
- Ester Egg-Xcitement 4/1
- Backs Community Building 4/24
- Golden Elementary 4/18

NATURE INSPIRED is a high priority for the community

NATURE INSPIRED
INSPIRADO EN LA NATURALEZA



PARK CONTEXT
CONTEXTO DEL PARQUE



BUILDING PROGRAM – ~33,000 – 36,000 GSF



LOBBY/
RECEPTION



COMMUNITY
HALL



COMMERCIAL
KITCHENS (2)



SENIOR LOUNGE/
GAME ROOM



SENIOR DINING/
MULTIPURPOSE



CONFERENCE
ROOMS (2)



ARTS +CRAFTS



FITNESS/DANCE



ENRICHMENT
CLASSROOM



TEEN HANGOUT



MUSICAL ARTS



TECHNOLOGY
CLASSROOM



SITE IN TRI-CITY PARK

*Placentia Senior Community
Center Site*

*Anaheim Union
Reservoir*

TRI-CITY PARK

N. KRAMER BLVD

Site Aerial



PARK SITE ANALYSIS



ECOLOGICAL EXPERIENCES

Rich hydrological ecosystem that allows visitors unique proximities to birds, aquatic life and serene landscape

SOUTH WEST CONNECTION

Pedestrian pathways opening into Tuffree Hill Park could allow for shared parking amenities



09/19/2023

City Council

Placentia Senior Community Center

SITE ANALYSIS

PLACENTIA CITY LIMIT

FULLERTON

RESIDENTIAL

N. KRAEMER BLVD.

GOLDEN AVE



POTENTIAL OVERFLOW PARKING

PARKING

Tr-City Park Gym
GYM

LONG VIEW OVER WATER

10 FT RISE

GOOSE ISLAND

ANAHEIM UNION RESERVOIR

PARKING

Green Bench

winter sun

summer sun

PARKING

Tr-City Park
RR

WATER TANK

- PEDESTRIAN
- VEHICULAR



EXISTING AERIAL



SITE PLAN



PLANTING PLAN



- 1** ENTRY LAWN
- 2** ENTRANCE/ WELCOMING PLANTING (1~3FT)
 - flowering shrub planting
 - courtyard hedge planting
- 3** ORNAMENTAL GRASS PLANTING (3~4FT)
- 4** PERIPHERAL BUFFER PLANTING (2~4FT)

N KRAEMER BLVD



PLANTING PALETTE



09/19/23

Placentia Senior Community Center City Council Presentation

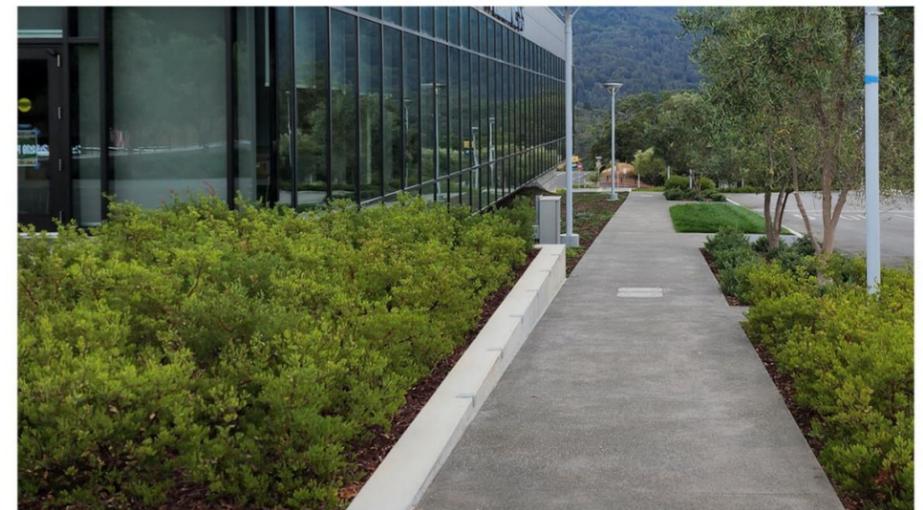
26



ENTRY ZONE/ WELCOMING PLANTING - LAWN, FLOWERING SHRUB PLANTING

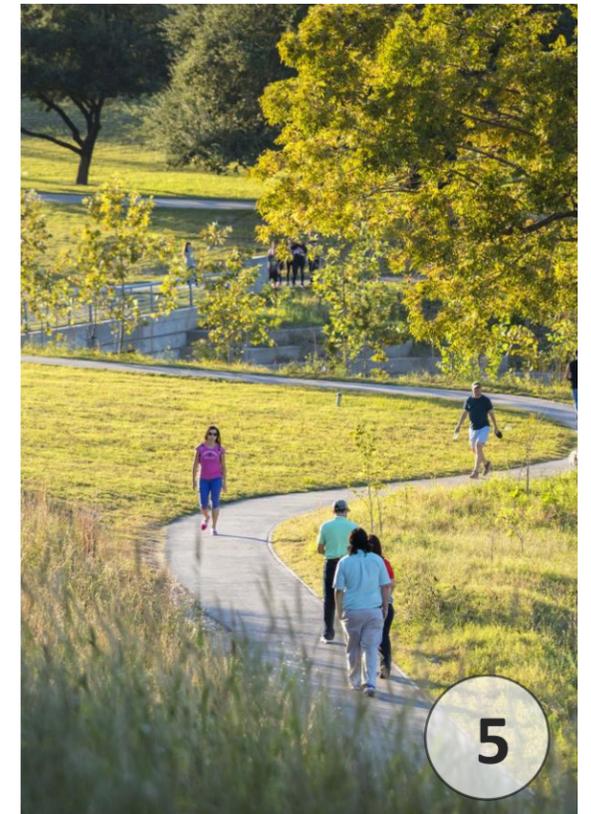
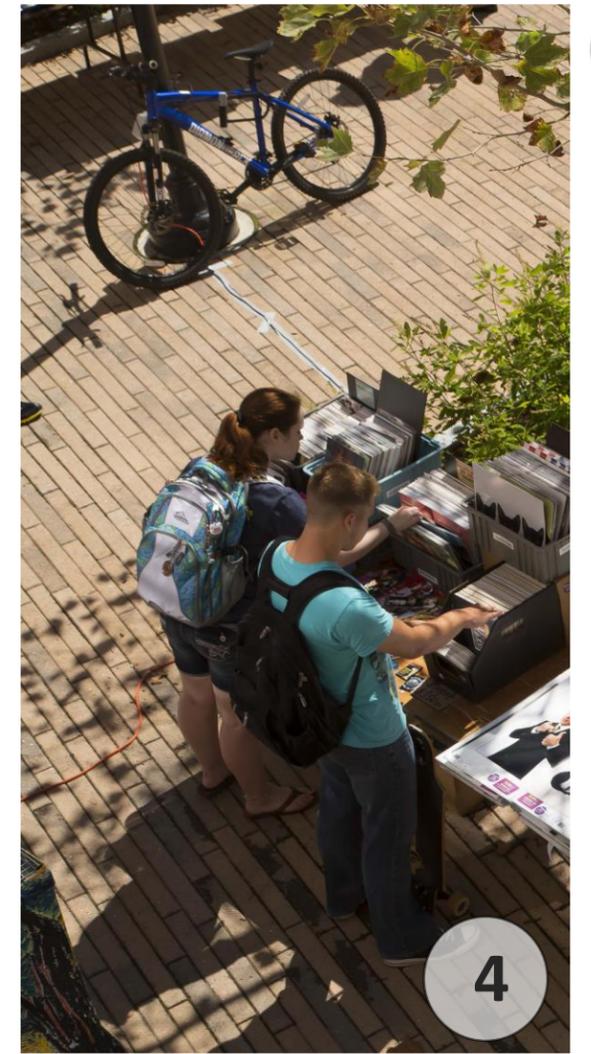
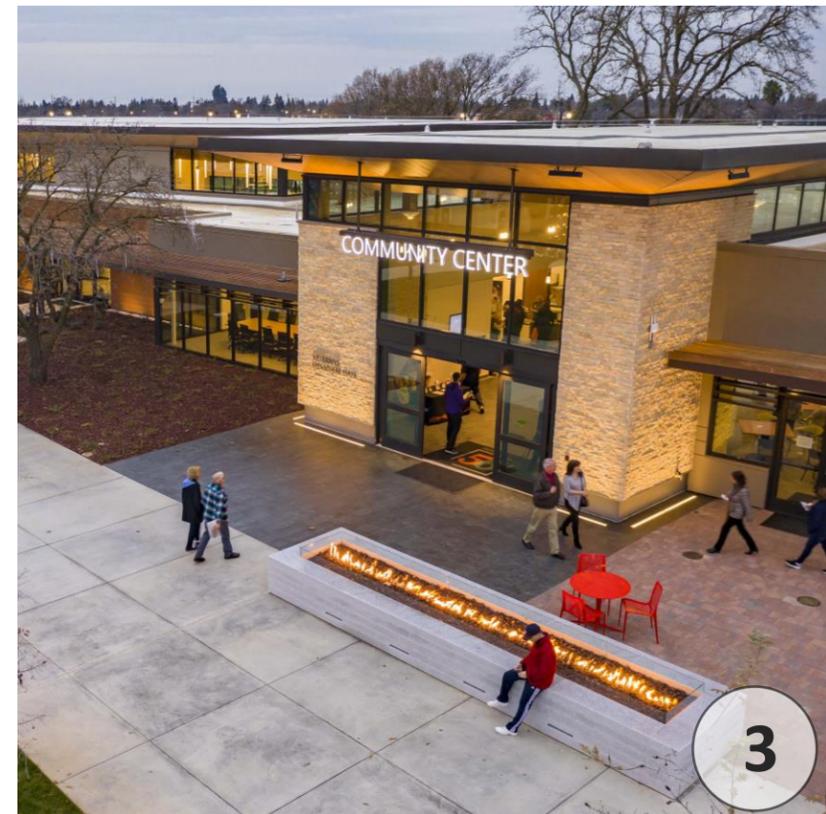
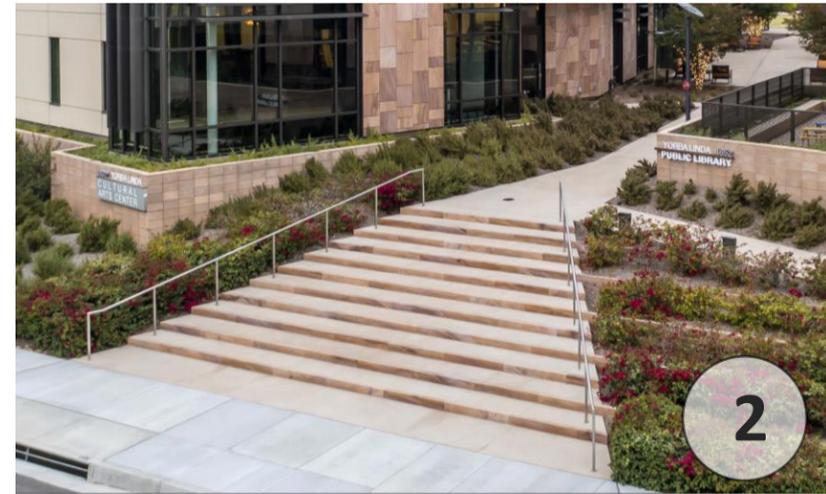


OUTDOOR SPACES/ COURTYARD, PATIO, GARDEN - SHRUB PLANTING, EDIBLE GARDEN, HEDGE PLANTING

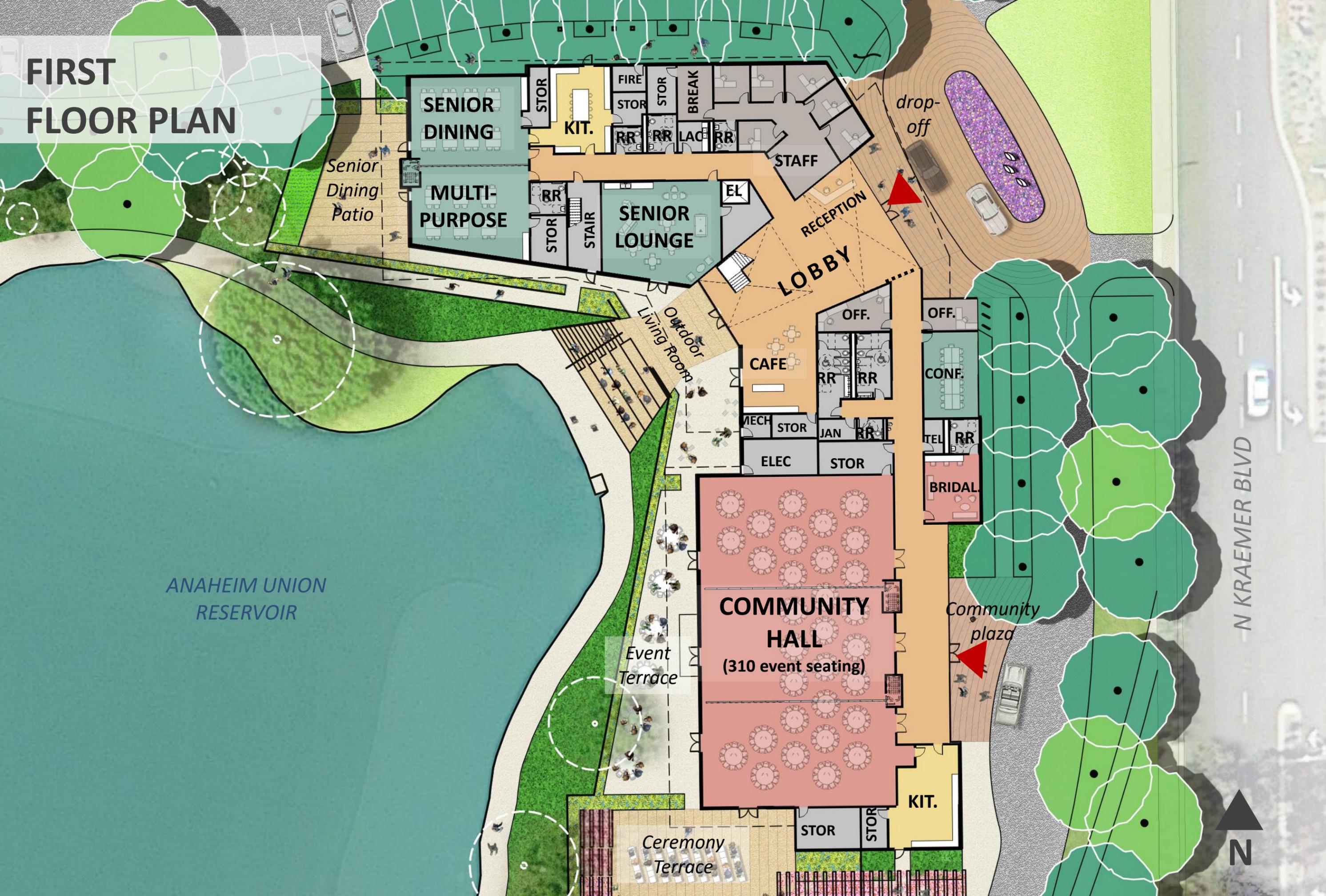


LAKE BANK & WALKWAY - SHRUB PLANTING

HARDSCAPE PALETTE



FIRST FLOOR PLAN



ANAHEIM UNION
RESERVOIR

N KRAEMER BLVD

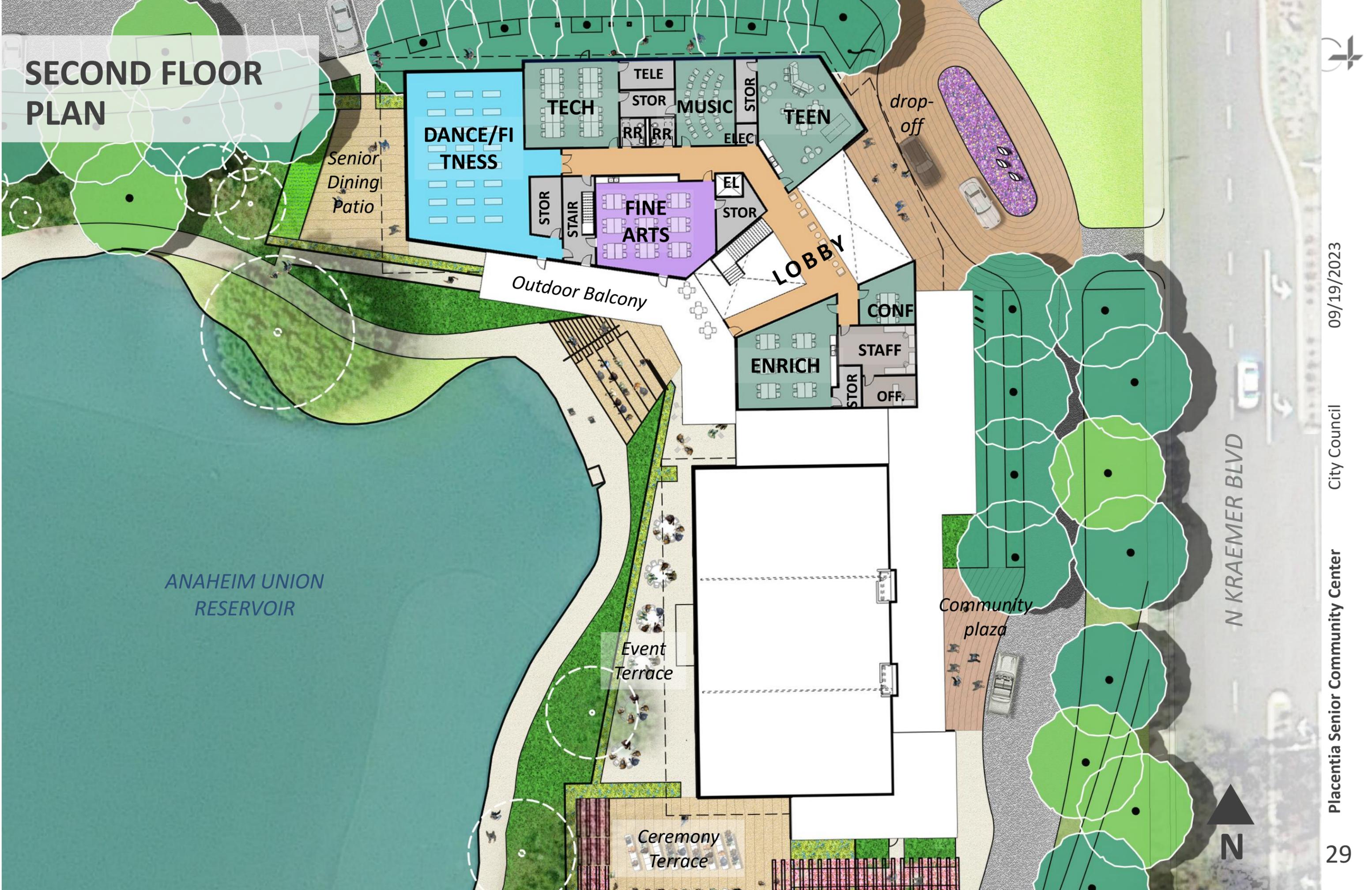


09/19/2023

City Council

Placentia Senior Community Center

SECOND FLOOR PLAN



ANAHEIM UNION
RESERVOIR

N KRAEMER BLVD

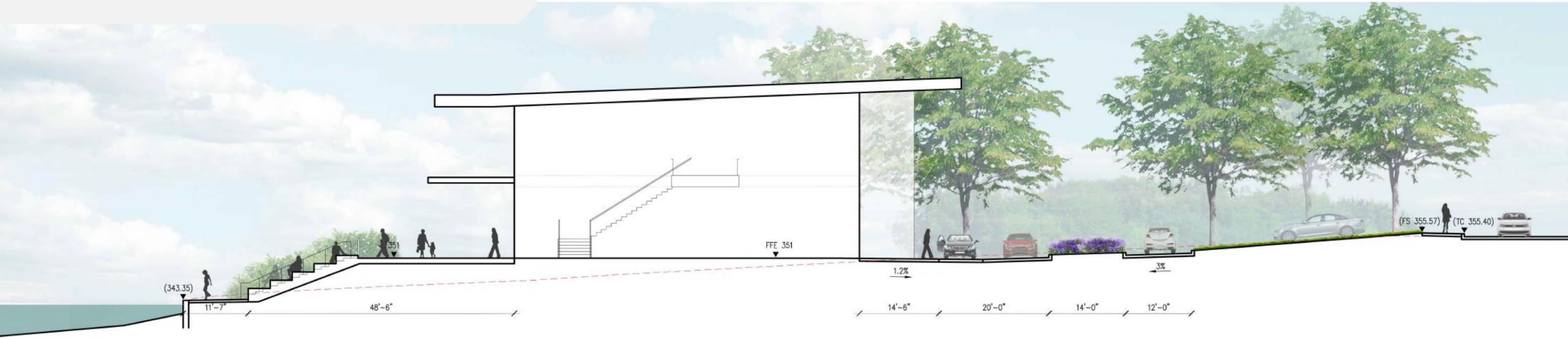


09/19/2023

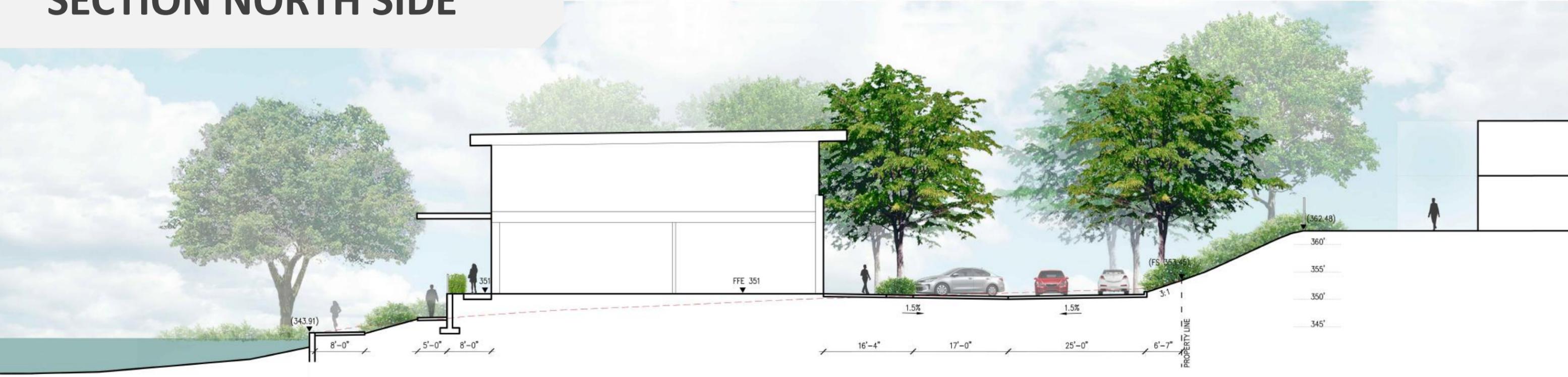
City Council

Placentia Senior Community Center

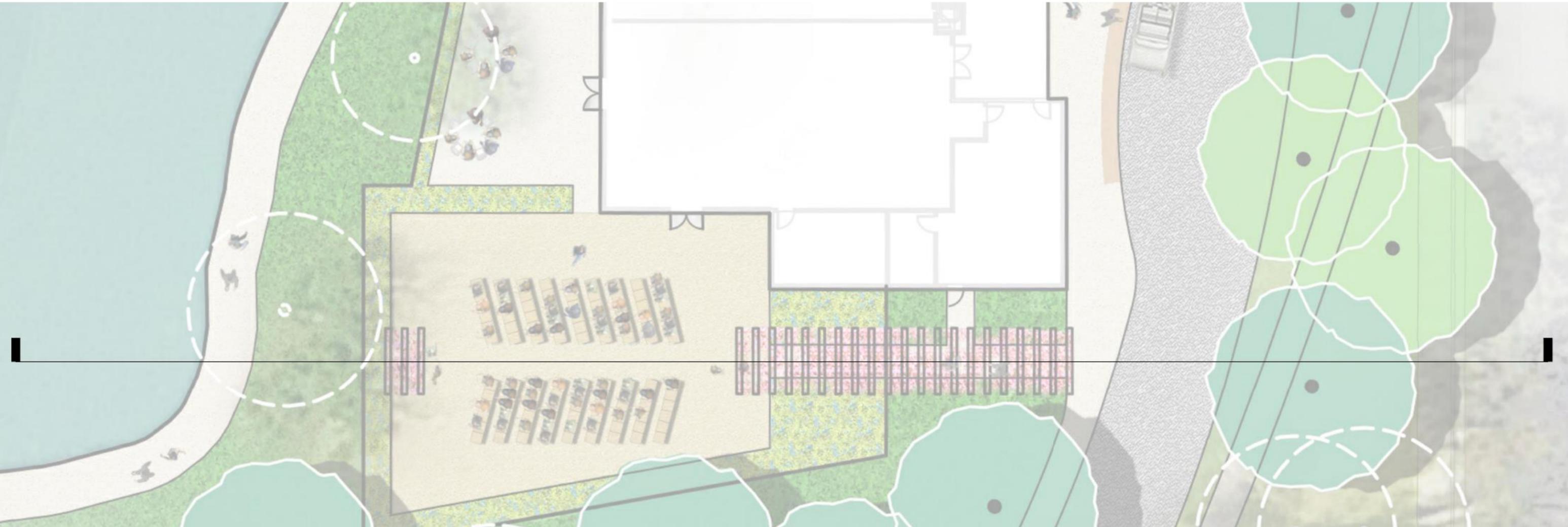
SECTION ENTRY & EXIT DRIVE



SECTION NORTH SIDE



SECTION NORTH SIDE



RENDERINGS – ENTRY



RENDERINGS – LOBBY



RENDERINGS – COMMUNITY HALL



QUESTIONS/COMMENTS?



An architectural rendering of a modern building courtyard. The scene is filled with people engaged in various activities: some are sitting on the grass, others are walking, and a few are playing ping-pong. The building features large glass windows and a prominent overhanging roof. The sky is blue with several birds flying. The overall atmosphere is bright and lively.

THANK YOU!





**CITY OF PLACENTIA
PROPOSED COMMUNITY/SENIOR CENTER
BUSINESS PLAN
SEPTEMBER 19, 2023**

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.



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I. Executive Summary

The City created a working group of City Council Members, the City Administrator, and Staff from the Community Services Department, the Public Works Department, and the Police Department to review and prioritize park and facility improvement projects and prepare the City's Parks Initiative Plan ("Parks Initiative"). The Parks Initiative was approved by the City Council in May 2021.

As a part of the Parks Initiative, it was determined that the City's aging Senior Center no longer adequately accommodates the community's needs, and the construction of a new facility should be explored. In this effort, a Blue-Ribbon Committee was established by the City Council on September 7, 2021 by Resolution No. R-2021-54, with the special purpose of identifying the needs and design components of a proposed Community/Senior Center ("Center") to be constructed at Tri-City Park.

On September 20, 2022, the City entered into a Professional Services Agreement (PSA) with Group 4 Architecture for 35% complete architectural and engineering design services.

The proposed facility design will include a two-story building with a grand lobby offering views of the lake at Tri-City Park, and several multipurpose rooms for fitness, arts, crafts, dance, and technology classes. The facility will also offer a large space for Senior congregate meals complete with its own kitchen and a Senior lounge. Additionally, a large community hall accommodating 310-350 guests for rentals and reservations of community events and private gatherings, with a catering kitchen and outdoor patio/reception areas, is also proposed in the design. It is anticipated that this Community Hall/Event Center will be managed, marketed, and rented via third-party vendor through a Request for Proposal (RFP) process. Finally, the proposed facility will also include conference/training rooms for Staff and offices to allow for the relocation of existing Community Services personnel and a third-party vendor space for the operation of a café, which would be open to all facility, park patrons and visitors.

II. Project Background

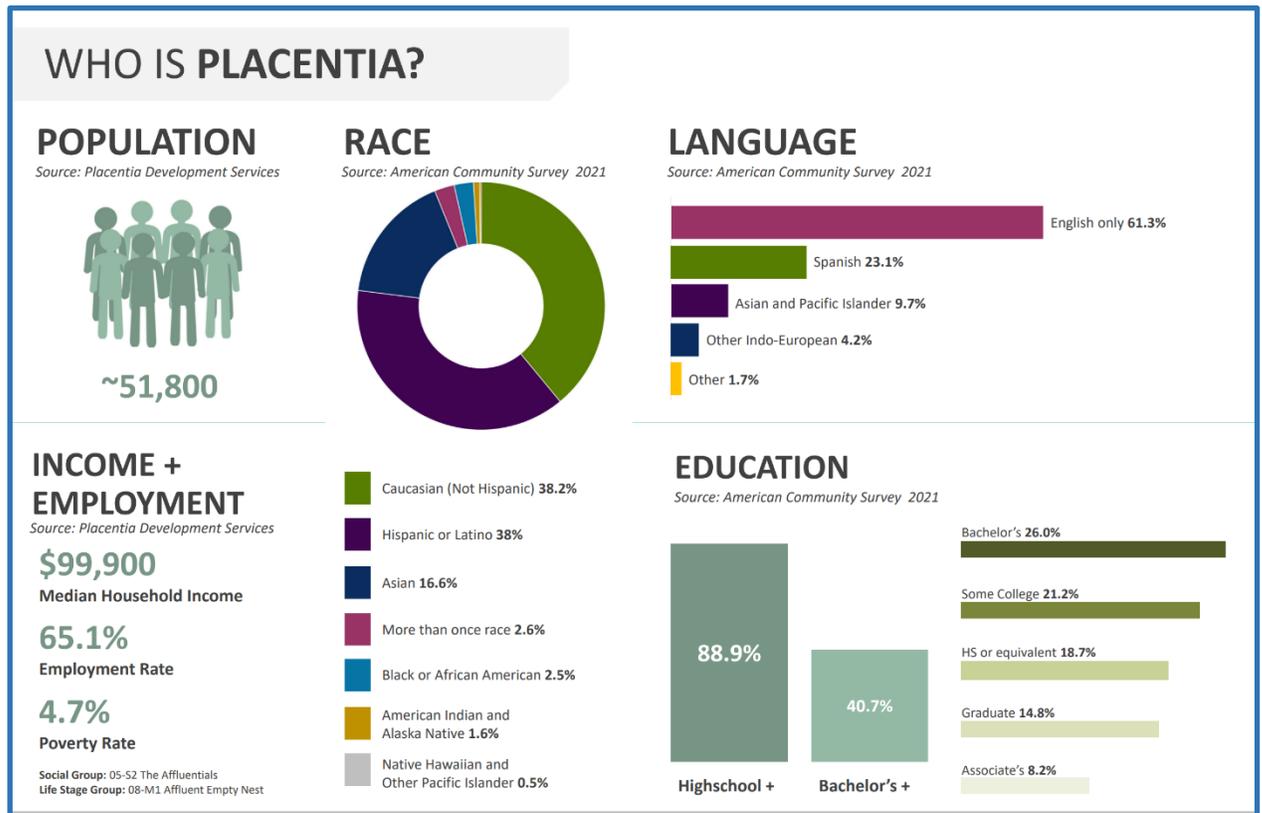
Below is a summary of tasks that have taken place since the formation of the City Council appointed Blue-Ribbon Committee.

- I. The Parks Initiative was presented to the City Council and adopted on May 18, 2021
- II. City Council authorized the formation of the Blue-Ribbon Committee on July 20, 2021 and on September 7, 2021 the City Council approved Resolution No. R-2021-54 formally establishing the Blue Ribbon Committee
- III. The Blue-Ribbon Committee was instrumental in the selection process of the Architectural Firm that was selected to design the proposed Community/Senior Center. They reviewed and evaluated the proposals and participated in the consultant interviews to make a final recommendation to City Council
- IV. On September 20, 2022, the City entered into a Professional Services Agreement (PSA) with Group 4 Architecture for 35% complete architectural and engineering design services
- V. It was determined that Tri-City Park would be the most ideal site, given the availability of land, and surrounding recreation amenities such as the lake and parking accessibility
- VI. The lease agreement for the use of the land at Tri-City Park was formally approved by the City Council on October 18, 2022 and at the Orange County Board of Supervisors meeting on November 29, 2022
- VII. The City was granted a 99-year lease for use of 2.25 acres of land to construct the facility at no cost, to the city during this term. This land lease is believed to be of significant real estate value, at several million dollars
- VIII. The Blue-Ribbon Committee with support from City Staff has conducted visits to other Community/Senior Centers and providing input design concepts with Group 4. Site visits include the following cities:
 - a. City of Aliso Viejo
 - b. City of Brea
 - c. City of Buena Park
 - d. City of Burlingame
 - e. City of Cerritos
 - f. City of Downey
 - g. City of Fullerton
 - h. City of Palo Alto
 - i. City of Yorba Linda

III. Site Visits in Action



IV. City of Placentia Demographics



- I. The City of Placentia is 6.6 square miles
- II. According to the Southern California Association of Government's (SCAG) 2019 Local Profile of the City of Placentia Report between 2000 and 2018, the 65+ age group represented the City's the largest increase, growing from 9.1% to 13.8%
- III. Of all Placentia demographic age groups, the 65+ added the most population. This population segment, is anticipated to grow further over the next 5-10 years, as identified in the Southern California Association of Government's (SCAG) 2019 Local Profile of the City of Placentia Report between 2000 and 2018
- IV. Data and statistics indicate that the City's population has scientifically changed during the last 50 years and will continue to grow, further depicting a need to provide programs and an adequate location, that will enhance the quality of life for residents and seniors within the community

V. Community Needs

The City of Placentia is one of oldest cities in Orange County, which is largely built out with limited open space. The City does not have an existing building that is large enough to accommodate large groups, community meetings or gatherings. The current makeshift Senior Center is housed within a 100-year-old building, with a square footage of 4,732. The inadequacy of the building does not provide the ability to properly serve our residents and seniors. As a comparison, the Yorba Linda Community Center which houses their senior citizen programs, has 315 parking spaces and is 28,000 square feet in size.

The City of Placentia’s largest community center is the Backs Community Building, which is 4,600 square feet. This facility was built in 1970 when Placentia’s population was nearly 25,000, and now the City’s current population is 51,800 and projected to increase. Adjacent cities’ Community/Senior Center buildings range in size from 28,000 square feet to 60,000 square feet. Based upon demographics and the lack of existing facilities, a proposed dual-purpose facility of 36,000 square feet is needed to properly serve our residents and growing senior population. As previously mentioned, the City’s facilities are aging and existing parks and open space do not have the capacity to house a facility of this size and the service it will provide.

CITY	2020 Population ⁸	2040 Population ²	EXISTING Indoor Facilities – Total SF	Indoor Facilities – SF/ Resident ³
Yorba Linda	68,426 ¹	67,695 ¹¹	108,900	1.61
Brea	46,872 ¹	50,930 ¹⁰	80,729	1.59
Cypress	50,151 ¹	51,644 ¹	49,750	0.99
Placentia	51,569 ¹	56,679 ⁹	37,344	0.66
Fullerton	142,070 ¹	156,742 ¹	74,250	0.47
La Habra	63,097 ¹	66,551 ¹	28,734	0.45

VI. Comparison of Similar Facilities

As depicted in the table below it is evident that the current Backs Community Building and Senior Center are inadequate facilities to meet the City’s current and future population. Due to the inadequacy of our facilities, there is a deficit of program offerings to all our residents ranging from preschoolers to senior citizens.

	Placentia Senior Center	Backs Community Building	Brea Community Center	Yorba Linda Community Center	Fullerton Community/Senior Center
Facility size	4,732 sq. ft.	4,600 sq. ft.	51,00 sq. ft.	28,000 sq. ft.	60,000 sq. ft.
Community Hall size	1,254 sq. ft.	2,247 sq. ft.	5,000 sq. ft.	4,018 sq. ft.	4,446 sq. ft.
Parking spaces	6	44	Approx. 241	315	Approx. 202

	City of Brea	City of Fullerton	City of Yorba Linda
Hours of Operation	Monday – Friday: 8:00 a.m. – 3:00 p.m.	Monday – Friday: 7:30 a.m. – 9:00 p.m. Saturday: 7:30 a.m. – 3:00 p.m. Sunday: 12:00 – 3:00 p.m.	Monday – Friday: 8:00 a.m. – 4:00 p.m.
Price	No Fee	\$10.00 year membership	\$10.00 year membership
Arts/Crafts	<ul style="list-style-type: none"> • Crazy Crafts w/ Leslie • Crazy Crafts & Coloring Therapy 	<ul style="list-style-type: none"> • Needlecraft Service Group • Creative Coloring Connection • Photography 	<ul style="list-style-type: none"> • Watercolor • Oil Painting • Knitting, Crochet, Needlecraft
Fitness/Health	<ul style="list-style-type: none"> • Better Balance Health • Table Tennis • Zumba Gold • Blood Pressure Monitoring 	<ul style="list-style-type: none"> • Walking Group • Yoga & Pilates • Alzheimer’s Caregiver Support Group • Fit & Healthy 	<ul style="list-style-type: none"> • Eccentrics Gentle Stretch • Tai Chi • Chair Yoga • Healthy Balance • Line Dancing

VII. Use of Neighboring Facilities by Placentia Residents

Due to the lack of adequate facilities within the City of Placentia, residents are utilizing neighboring cities' Senior Centers and Community Centers. The information below was gathered by the cities of Brea and Yorba Linda.

CITY OF BREA

Use of Brea Senior Center programs within past year by Placentia residents:

- **162** participants in the Friday Lunch Program
- **251** participants in Parties/Holidays
- **15** participants in the Travel Group Program
- **21** participants in the Senior Grocery Program (since May 2023)
- **48** registered participants at the Brea Senior Center since 2021 (5% of total participants)

CITY OF YORBA LINDA

Use of Yorba Linda community facilities within the past year by Placentia residents:

- **220** Placentia households reserved a facility and/or participated in an activity
- **\$22,000** in registration revenue from Placentia residents
- **\$44,000** in total revenue from Placentia residents

CITY OF FULLERTON

Use of Fullerton community facilities within the past year by Placentia residents:

- **137** Placentia residents participate in our programming at FCC.
- **16** Placentia residents utilize the rental spaces in Fullerton

VIII. Survey/Community Outreach

An online survey focusing on project goals and community needs was created and available to the public from February 16, 2023 – April 30, 2023. The online survey provided Staff and the Blue-Ribbon Committee with valuable input from the public regarding design, facility sustainability, community activities, and community spaces. Over 500 community members participated in the community survey.

Additionally, six community meetings were held throughout the City from March 2023 – April 2023. These locations included Placentia Senior Center, Aguirre Building, Whitten Community Center, Easter EGG-CITMENT Event, Golden Elementary School, and Backs Community Building. Both survey and community meetings demonstrated the greatest priorities for the community were fitness, community hall/rental space, arts and crafts, and senior spaces.



CITY OF PLACENTIA

SHARE YOUR IDEAS AND HELP CREATE THE VISION!



PROPOSED SENIOR COMMUNITY CENTER

JUST IMAGINE

OPPORTUNITIES FOR INPUT
Drop-in Community Meetings at:

- 1. Senior Center**
143 S. Bradford Ave
March 15, 10:00AM – 11:00AM
- 2. Aguirre Building**
505 Jefferson St
March 20, 6:00PM – 7:30PM
- 3. Whitten Community Center**
900 S Melrose Street
March 28, 6:00PM – 7:30PM
- 4. Easter EGG-CITMENT**
Kraemer Park - 201 N. Bradford Ave
April 1, 10:00AM – 1:00PM
- 5. Golden Elementary**
740 Golden Ave
April 18, 6:00PM – 7:30PM
- 6. Backs Community Building**
201 N. Bradford Ave
April 24, 6:00PM – 7:30PM



ONLINE SURVEY:
(February 16 – April 30)

FOR MORE INFORMATION
☎ (714) 993-8232

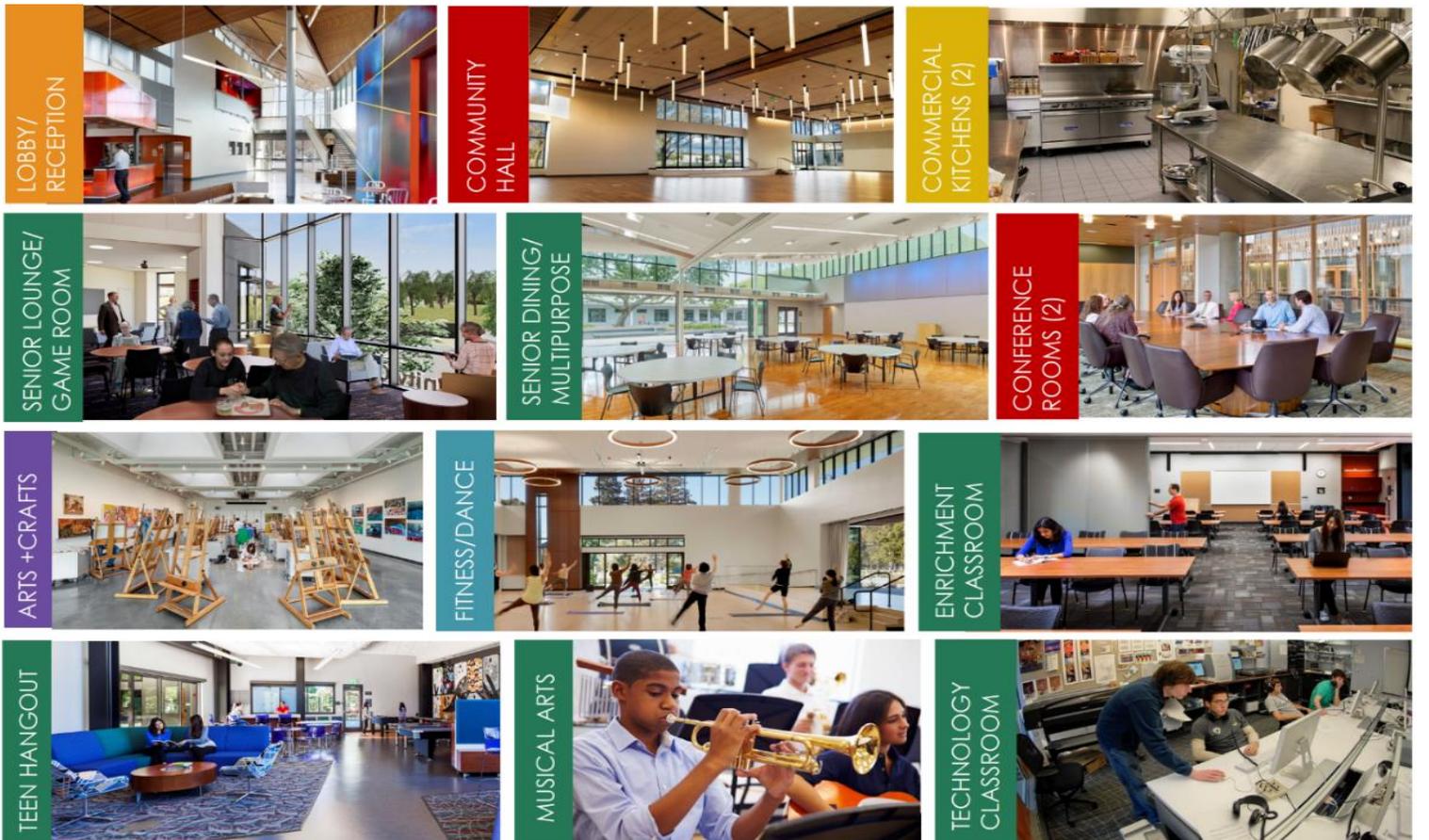




IX. Goals of Proposed Community/Senior Center

The goals listed below are consistent with the City Council approved 5-Year Strategic Plan. Objective #5.1 of the Strategic Plan is to “Implement Public Infrastructure to Meet Community Needs and construct a Community/Senior Center.”

- I. Construct a state-of-the-art facility where seniors can have congregate meals, fitness programs, social programs, dances, lectures, special events, etc. Currently, the majority of our Senior population are either traveling to other City facilities or are homebound
- II. Construct and program a state-of-the-art facility where residents can participate in recreational programs such as youth classes, fitness programs, educational seminars, that benefit community and regional residents
- III. Build the facility in a location which has enough open space and is ideally located to serve residents within all council districts
- IV. To the extent practical, ensure programs/services provided are revenue neutral

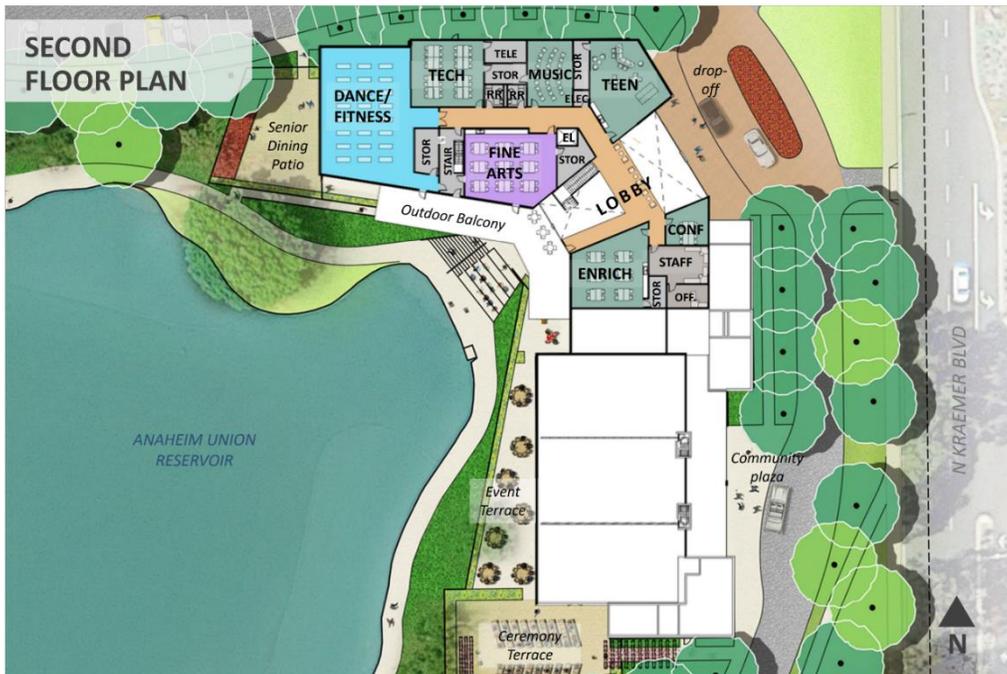


X. Proposed Draft Site Plan (35% Design)

Draft first floor plan



Draft second floor plan



XI. Draft Conceptual Renderings

The new proposed ~36,000 square foot community/senior center is in the heart of beautiful Tri-City Park. A large, modern center with natural façade elements will support a multitude of activities for all ages. The new center will be a destination for the entire Placentia community – providing program space, celebration and event space, commercial kitchens, classrooms, fitness and exercise rooms, senior congregate meals, and meeting spaces.



Lobby: The double-height lobby with grand central stairs serves as the primary building entry from both North Kramer Boulevard and the park side from Anaheim Reservoir during regular business hours. Included in the lobby is a built-in reception counter and a special stepped seating area integrated into the grand stairs.



Community Hall: The Community Hall will be a double-height space able to serve a dining capacity or auditorium seating. For flexibility of use, the space will be divisible into three smaller programmable spaces. At the west end, a raised platform is centered on sliding glass doors which connects the indoor and outdoor platform, providing the opportunity to incorporate speakers, small performances, or a “head table” for a reception. For each divisible space within the community hall, sliding glass doors will open to the terrace, providing a seamless connection to the outdoors, and allowing for indoor events to expand outside.



XII. Proposed Community Hall/Event Center Options

Staff has identified two options of operating the 7,300 sq. ft. proposed Community Hall/Event Center. The first option is internal department operated and the second option is utilizing a third-party vendor. After visiting and exploring different municipal community centers, Staff is recommending contracting with a third-party vendor to operate, manage, market, and staff the proposed Community Hall/Event Center. The recommendation is based upon the ability to maximize the potential revenue to be made at the center. Staff found there is a greater potential for net revenue generation by utilizing a third-party vendor for the operation of the Community Hall/Event Center.

The table below depicts a comparison of both internal and third-party operations of facilities that are similar to the Community Hall within the center.

City	Operation type	City Operation Revenue	City Operation Expenses	Balance
Aliso Viejo	Contracted	\$920,000	\$50,000 - \$150,00	+ \$770,000
Diamond Bar	Internal	\$758,250	\$1,647,850	- \$889,600
Downey	Contracted	\$400,000	\$30,000	+ 370,000
Yorba Linda	Internal	\$300,000	\$925,000	- \$625,000

XIII. Operational Plan

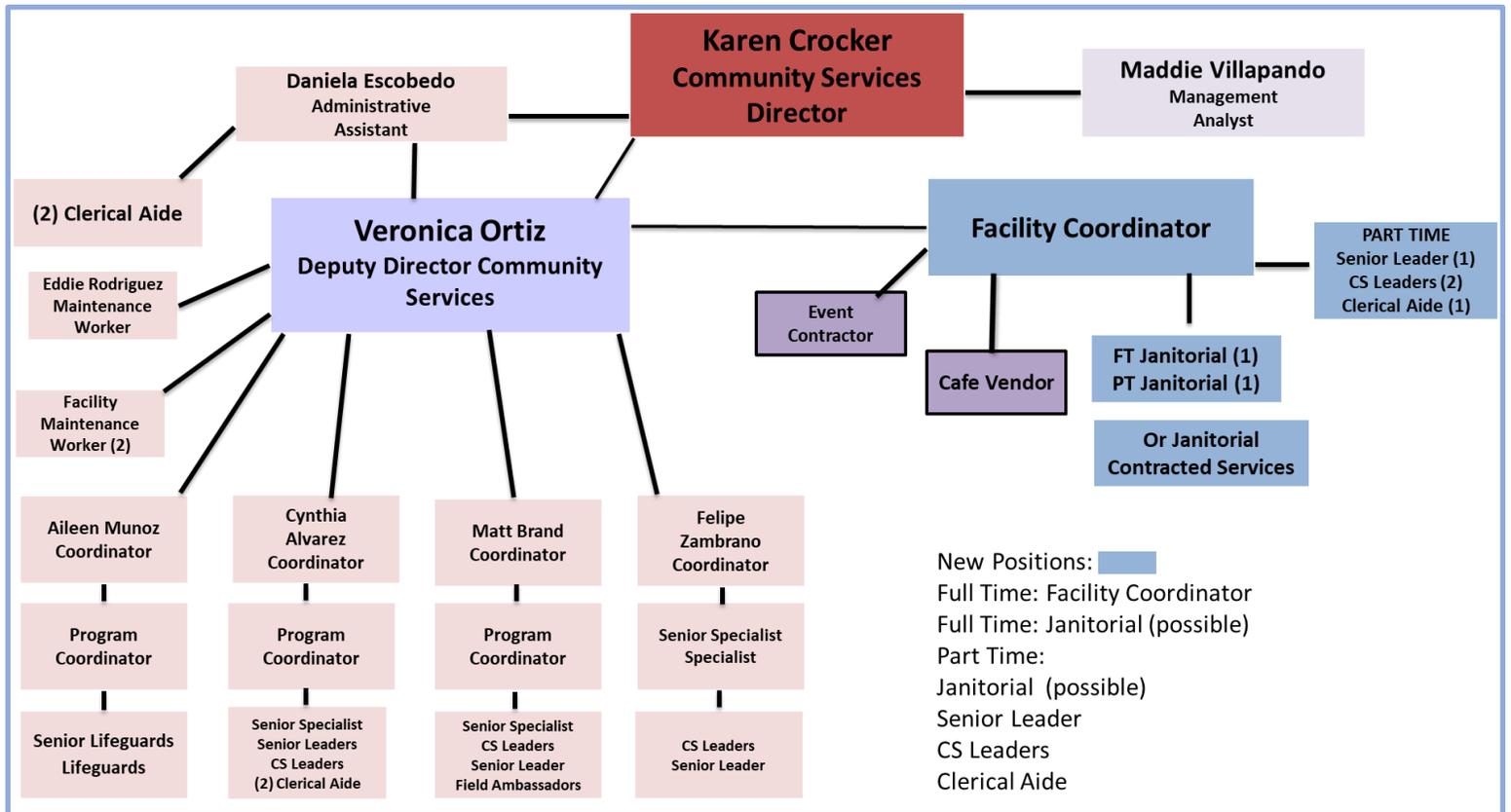
Should the City Council approve the construction of a new Community/Senior Center (“Center”), it is Staff’s recommendation to relocate the existing Community Services Department administrative operations to the new Center. This will provide more available office space at City Hall for other departments to utilize, thereby significantly increasing the useful service life of City Hall and the Police Station. The existing Community Services Budget will continue to be in effect. The existing Senior Center programs will be relocated to the new Center with current staffing levels along with the current budget. The proposed increased staffing of the new Center is anticipated to be minimal based upon analysis and consultation with other municipal centers. Staff recommends increasing staffing by two (2) Full-time employees and five (5) Part-time employees or one (1) Full-time employee and four (4) Part-time employees, with contracted janitorial services. Staff will continue to evaluate the most effective method to meet the janitorial needs of the Center, either through internal staffing or through a contracted service provider. Staff anticipates the proposed Center being operational for rentals up to seven (7) days a week and for programming up to six (6) days a week.

Staff is recommending a third-party operator to manage, market, book, and staff all aspects of operating the Community Hall/Event Center. The Community Hall/Event Center will facilitate large community gatherings for over 300 people, which is currently lacking within the community. A state-of-the-art cafe, which is proposed to be operated by a third-party vendor, will provide access to patrons both indoor/outdoors. This will allow patrons of the park to utilize this benefit without entering the Center and/or when the Center is closed to the general public. Through an RFP process, Staff is recommending that a local Placentia business be provided the opportunity to operate and manage the café. This leasing fee will be consistent with surrounding area market rate leases.

The proposed Center will increase community youth/adult classes and programs such as fitness, dance, culinary, arts and technology. Additionally, the proposed center will be used by the community to host meetings, special events, holiday events, etc. Such groups may include, Placentia Rotary, Kiwanis, Chamber of Commerce, City Events, School District events and banquets, Lions Club and the State of the City to name a few. There will be a discounted local non-profit and resident rate for all eligible users, similar to other facility programs. Through the RFP process, the City will reserve certain dates for city/community related events. The Center, could host various trainings, seminars, conferences, and other worthwhile events for community patrons and staff alike.

XIV. Proposed Organizational Chart

The below organizational chart includes the existing Community Services Staff and the proposed seven (7) new positions to operate the Center. The newly proposed positions are highlighted in blue and located on the right side of the organizational chart.



XV. Financial Analysis

The Community Services Department's current budget is \$3.3 million. The proposed increase to the Community Services Department budget for the proposed Center is an estimated range between \$381,500 - \$401,500.

This estimated range includes the following:

- I. Staff salaries and benefits: \$236,000 includes janitorial staffing
 - o Scenario 1: Internal janitorial staffing in the amount of \$97,800
 - o Scenario 2: Janitorial contract services in the amount of \$127,000
- II. Landscape maintenance contract: \$45,000 - \$55,000
- III. Janitorial supplies: \$10,000 - \$20,000
- IV. Estimated utilities: \$90,500 (based upon solar panels, as required by green building code)

Based upon review, Staff is estimating these figures from the Placentia Finance Department, City of Diamond Bar Center, City of Yorba Linda and City of Burlingame. These facilities share some similarities to our proposed Center.

Should the City Council approve the design to 100%, Staff is recommending that a third-party consultant assist Staff with preparation of an inclusive future maintenance and replacement plan. This plan would include costs for roof repair/replacement, carpet/tile replacement, painting, concrete repair, landscaping, electrical, plumbing, and depreciation, etc.

XVI. Revenues/Expenditures

Estimated Community Services Department revenue for proposed Center will range from \$571,640 to \$1,170,640 from Years 1 to Year 3.

The below table identifies the estimated revenue, expenditures and net revenue for the proposed Center.

	Year 1	Year 2	Year 3
Community Hall/Event Center	\$300,000	\$500,000	\$800,000
Cafe Lease	\$20,640	\$21,466*	\$22,325*
Classes	\$151,000	\$200,000	\$200,000
Meeting/Multipurpose rooms	\$100,000	\$150,000	\$150,000
Total Revenue	\$571,640	\$871,466	\$1,172,325
Expenditures	\$401,500**	\$421,575***	\$442,653***
Net Revenue	\$170,140	\$449,891	\$729,672

*Based upon 4% increase in lease rate per year

**Based upon highest range

***Based upon 5% cost of living increase and inflation

The above net revenue illustrates the increase of expenditures and revenue as it pertains to the new proposed Center. This net revenue does not include current Community Services operations such as sports, special events, parks, classes and rental facilities.

This net revenue would not be assigned to any particular purpose. This net revenue could be used to fund replacement and or maintenance for the new Center, as well as other park improvements needed throughout the city. Staff would return to the City Council to request policy direction for the use of this net revenue.

XVII. Capital Donor Program and Other Sources for Capital

A part of the capital funding needed to construct the Center, Staff is recommending the establishment of a donor program. Potential donor options may include opportunities such as, naming rights of individual rooms and or the Community Hall/Event Center, displays on a donor wall in a prominent location within the Center and the utilization of online donation platforms. Should the City Council proceed with the proposed project, Staff is recommending to hire a third-party fundraising consultant to help with this effort.

Examples of Donor Programs



Additionally, the City may explore potential grant opportunities for funding. Since 2019, the City has been successful in obtaining \$1,675,500 in grant funding for Park/Facility improvements. Funding was awarded by the California Department of Parks and Recreation and St. Jude Medical Center.

Furthermore, the City has been successful in obtaining Federal and State earmarks for the following projects in 2022:

Description	Grant Amount
Federal Earmark for the Golden Avenue Bridge Replacement Project	\$2,200,000
Caltrans Public Art Grant for the 57 Freeway Interchange	\$650,000
SB2 State Planning Grant for Planning Projects	\$160,000
State LEAP Grant Funding Chapman Corridor Zone Change	\$150,000
Project Safe Neighborhoods Grant for Five Police Officers	\$537,160
Proposition 69 Funds for the Public Safety Evidence Facility	\$132,000

Given the City's past successes in obtaining other sources of funding, Staff foresees that the proposed Center will be eligible for a variety of grant and or donation funding.



CITY OF PLACENTIA
Proposed Community/Senior Center
Business Plan
September 19, 2023

Prepared By:
The Community Services Department
City Administration
Finance Department

In Collaboration With:
The Blue-Ribbon Committee
Group 4 Architecture, Research + Planning, Inc.

Thank You to the Following Cities:

City of Aliso Viejo
City of Brea
City of Buena Park
City of Burlingame
City of Cerritos
City of Diamond Bar
City of Downey
City of Fullerton
City of Lake Forest
City of Palo Alto
City of Yorba Linda





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: SEPTEMBER 19, 2023

SUBJECT: **OPEB MITIGATION PLAN/ SECTION 115 TRUST UPDATE**

FISCAL
IMPACT: NONE

SUMMARY:

On September 20, 2022, the City Council approved a Section 115 Trust Policy outlining a strategy for addressing the City's unfunded pension and Other Post-Employment Benefit (OPEB) obligations. Subsequently, the City Council provided direction to develop and OPEB Mitigation Plan to maximize the value of the Section 115 Trust. The City is in the process of transitioning the management of its Section 115 Trust from Public Agency Retirement Services (PARS) to Shuster Advisory Group which is expected to generate significant long-term savings due to lower fees and a more proactively managed investment portfolio.

The City's existing Pension Rate Stabilization Program and OPEB Funding Policy, Policy No. 431, requires review of the policy "at a minimum biennially, coincident with preparation of the GASB 75 actuarial valuations, to determine if changes to this policy are necessary to ensure adequate resources are being accumulated to fund OPEB benefits and to gauge progress towards the targeted funding level". Staff is recommending review of the policy at this time to reflect the anticipated impact from changing the management of the Section 115 Trust as well as recently received actuarial reports from CalPERS.

RECOMMENDATION:

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

1. Receive and file this report updating the City Council on the City's OPEB mitigation effort; and,
2. Following discussion, provide policy direction to Staff.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal #1 to Ensure Long-Term Fiscal Sustainability.

3.b.
Sept. 19, 2023

DISCUSSION:

The City has taken a proactive approach to its pension liability funding strategy, issuing lease revenue bonds in 2020 to address the City's unfunded actuarial liability (UAL) with CalPERS, establishing a Section 115 Trust to mitigate against CalPERS investment losses and pre-fund its OPEB obligations and including pension and OPEB obligations within the City's Policy No. 460.

The City's funded status with CalPERS as of August 2022 was 109.8%-110.1%, with plan assets exceeding its liabilities. However, as expected due to CalPERS' reduction of its discount rate from 7.0% to 6.8%, and investment losses of 6.1% in FY 2021-22, the actuarial report received August 2023 from CalPERS for period ending June 30, 2022, now shows a funded status of 90.2%-94.3% for the City's plans with a total Unfunded Actuarial Liability (UAL) of \$10,797,201.

In addition to pension liabilities, for employees hired on or before November 21, 1995 the City provides retiree health, dental, vision and life insurance at the same contribution amount as active employees. For employees hired after November 21, 1995, the City contributes the minimum required medical insurance contribution established by CalPERS for Tier II employees. These collective benefits have created an Other Post-Employment Benefit (OPEB) as defined by the Governmental Accounting Standards Board (GASB).

The City's most recent actuarial valuation of its Retiree Healthcare Plan, with a measurement date of June 30, 2021 determined a total OPEB liability of \$24,910,487. This is a decrease of \$6.4 million from the June 30, 2020 valuation due to changes in demographic and inflationary assumptions, and the difference in the City's actual vs. expected experience. The City is currently funding this expense on a pay-as-you-go basis costing approximately \$1.1 million per year. This approach does not reduce the outstanding long-term liability and the City's plans are currently 0% funded on our financial statement.

The City's Section 115 Trust fund is designed to be used as a rate stabilization fund to mitigate against future investment losses by CalPERS and pre-fund OPEB expenses. Funds in the trust may only be used for:

- Reimbursing the City for Other Post-Employment Benefits (OPEB) pay-as-you-go expenses.
- Reimbursing the City for CalPERS contributions.
- Paying OPEB expenses directly to retirees.
- Paying down specific CalPERS liabilities.
- Paying plan expenses (actuarial valuation or audit costs).

The City's existing pension and OPEB funding policy aims to establish the framework wherein the City can fulfill its obligation to its residents and employees to maintain fiscally responsible management practices and to ensure that promised retirement benefits are funded.

Primary tenets of the policy include:

- The City will contribute to CalPERS the amount determined by CalPERS actuaries to be the minimum required employer contribution each year.

- The City will prepay its annual obligation to CalPERS by July 31st each year to achieve budgetary savings (3% discount compared to monthly payments).
- The City will maintain a Section 115 Pension Trust. Assets in the Section 115 Pension Trust may be used only for pension and OPEB related costs and at the direction of the City Council. The City's funding objective is to accumulate sufficient assets to fully fund the retiree healthcare benefits that the City's retired employees receive throughout retirement and to support any increases in the City's UAL with CalPERS. In meeting this objective, the City will strive to meet the following funding goals:
 - The City will strive to maintain assets in the OPEB trust equal to 90%-100% of the actuarial liability for OPEB through regular contributions to the Section 115 Trust. It is anticipated to take several years for the City to achieve full funding of the actuarial liability as the plan is currently 0% funded.
 - The City will strive to make regular contributions to the OPEB trust to achieve this goal. For FY 2023-24, the City is contributing \$770,000 to the trust.
 - The funds in the OPEB trust may be used to make the City's pay-as-you-go payments each year beginning with the FY 2023-24 budget. It is the intention of the City Council to continue to fund pay-as-you-go payments from the General Fund and allow for the funds in the Section 115 Trust to grow based upon the performance of the chosen investment portfolio.
 - When budgetary resources are available, the City will strive to contribute its Actuarially Determined Contribution (ADC) into the Section 115 Trust each year, in addition to pay-as-you go payments, to offset its OPEB liability on the City's Annual Comprehensive Financial Report and increase assets to be invested within the Section 115 trust.
 - The City will review the CalPERS actuarial report annually as part of the budget process to assess the City's UAL sensitivity to changes in CalPERS rate of return assumptions. The City Council may direct staff to allocate budgetary surplus, if any, at the close of the fiscal year to the Section 115 Trust to mitigate future increases in the UAL.
- The City's goal is to achieve and maintain a funded status for each of its CalPERS and OPEB plans of between 90% and 100%. A funded status of 100% signifies that the City's pension assets with CalPERS match its accrued liabilities.
- The City will review this policy at a minimum biennially, coincident with preparation of the OPEB actuarial valuations, to determine if changes to this policy are necessary to ensure adequate resources are being accumulated to fund OPEB benefits and to gauge progress towards the targeted funding level.

Policy Review Analysis

After receiving the most recent CalPERS actuarial report and the approval of the transition to Shuster Advisory Group's Section 115 trust, Staff has reviewed the City's existing policy and is

recommending no changes to the policy at this time. Analysis and updates on key elements of the policy are outlined below.

Policy Requirement	Action Taken/ To be Taken
<p>Actuarially Determined Contributions: The City will contribute to CalPERS the amount determined by CalPERS actuaries to be the minimum required employer contribution for that year. The minimum contribution consists of two components, normal cost and unfunded accrued liability (UAL).</p>	<p>The City pays CalPERS for normal costs bi-weekly as part of the payroll process. Due to a funding status of over 100% for all plans as of June 30, 2021, the City did not have a UAL in FY 2023-24. Due to investment losses at June 30, 2022, the City now has a UAL of \$10.8 million and will begin making payments on it in FY 2024-25.</p>
<p>Annual UAL Prepayment: Every effort will be made by the City to prepay its annual obligation each year to achieve budgetary savings.</p>	<p>Due to a funding status of over 100% for all plans as of June 30, 2021, the City did not have a UAL to prepay in FY 2023-24. By July 31, 2024, the City will prepay its annual UAL payment (\$446,569) to take advantage of the 3% discount.</p>
<p>Section 115 Pension Trust: The City will strive to maintain assets in the OPEB trust equal to 90%-100% of the Actuarial liability for OPEB through regular contributions to the Section 115 Trust</p>	<p>The City made its initial funding payment of \$2.4 million to the trust in October, 2022. The trust had a balance of \$2.7 million as of July 31, 2023, representing 10.7% of the City's OPEB liability. However, due to a two-year delay between the actuarial valuation and the City's financial statements, this initial funding will first be reflected on the FY 2023-24 Annual Comprehensive Financial Report (ACFR).</p>
<p>Section 115 Pension Trust: The City will strive to make regular contributions to the OPEB trust to achieve this goal.</p>	<p>In FY 2023-24, \$770,000 will be transferred from the General Fund to the Section 115 trust, bringing the total assets in the trust to approximately 14% of the City's OPEB liability.</p>
<p>Section 115 Pension Trust: The funds in the OPEB trust may be used to make the City's pay-as-you-go payments each year beginning with the FY 2023-24 budget.</p>	<p>Consistent with the policy's "intention of the City Council to continue to fund pay-as-you-go payments from the General Fund and allow for the funds in the Section 115 Trust to grow based upon the performance of the chosen investment portfolio" the City is not planning to make pay-as-you-go payments from the General Fund in FY 2023-24. Staff will analyze the benefits of making pay-as-you-go payments from the trust, including performance of the trust's rate of return during the FY 2024-25 budget preparation process and make recommendations to the City Council with the proposed budget.</p>

Section 115 Pension Trust: the City will strive to contribute its Actuarially Determined Contribution (ADC) into the Section 115 Trust each year, in addition to pay-as-you go payments.	Because this funding started after June 30, 2022, the impact of pre-funding will first appear in our June 30, 2024 financial statement, based upon a measurement date of June 30, 2023.
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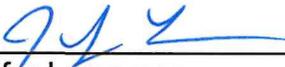
FISCAL IMPACT:

Transitioning to the Shuster Advisory Group's Section 115 Trust saved the City 35 basis points in fees. Based upon the most recent actuarial valuation of the City's OPEB liability, a 1% increase (100 bps) in the discount rate would decrease the City's OPEB liability by 12%. Based upon that analysis, a 0.35% (35 bps) increase in the discount rate would be expected to decrease the OPEB liability by 4%, or \$996,419. In addition, with more customizable and nimble investment options, the opportunity to yield a higher rate of return and grow the trust's assets at a greater pace will reduce the OPEB and UAL burden on the General Fund.

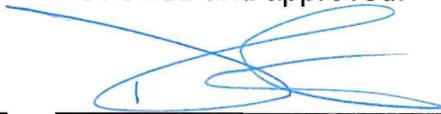
The impact of pre-funding OPEB expenses within the Section 115 trust on our financial statements will first appear in our June 30, 2024 financial statement. This is based upon a measurement date of June 30, 2023, which is due to a two-year delay between actuarial measurement date and a fiscal year's Annual Comprehensive Financial Report (ACFR).

Prepared by:

Reviewed and approved:



Jennifer Lampman
Director of Finance



Damien R. Arrula
City Administrator

Attachments:

1. Policy No. 431 Pension Rate Stabilization Program and OPEB Funding Policy
2. PowerPoint Presentation

PENSION RATE STABILIZATION PROGRAM AND OPEB FUNDING POLICY**INTRODUCTION**

As part of its overall compensation plan, the City provides a defined benefit pension to its employees. This benefit is administered by the California Public Employees Retirement System (CalPERS) and funded through contributions from the City and its employees and from investment earnings on those contributions. The CalPERS Board of Administration is responsible for the administration and investment of the funds it receives and determines the amounts contributed by each of the governmental entities that participate in CalPERS.

In addition to the CalPERS defined benefit pension, for retirees hired prior to November 21, 1995, the City pays up to 100% of the health plan selected with monthly maximums varying by bargaining unit. This retiree health benefit has created an Other Post-Employment Benefit (OPEB) liability as defined by the Governmental Accounting Standards Board (GASB).

Public Agency Retirement Services (PARS) has established, and the City has approved, a multiemployer irrevocable trust in compliance with the requirements of Section 115 of the Internal Revenue Code. While it is a multi-employer trust, each employer's contributions benefit only its own employees. There is no sharing of either liability or investment earnings, and separate employer accounts are maintained. PARS serves as the administrator of the Trust.

PURPOSE:

The purpose of this Pension Rate Stabilization Program (PRSP) and Other Post-Employment Benefits (OPEB) Funding Policy ("Policy") is to establish a methodology and a process for funding current and future costs associated with the City's contractual obligations to provide pension and retiree medical benefits as set forth in the City's labor agreements.

The City recognizes that a fiscally prudent Policy should:

- Maintain the City's sound financial position;
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenditures;
- Protect the City's creditworthiness;
- Ensure that all pension and OPEB funding decisions are structured to protect both current and future taxpayers, ratepayers, employees and residents of the City, and are consistent with the City's strategic planning goals, objectives, capital improvement program, and other financial policies.

POLICY:

It is the policy of the City to fulfill its obligation to its residents and employees to maintain fiscally responsible management practices and to ensure that promised retirement benefits are funded. To that end, the City will meet its pension and OPEB funding obligations as follows:

1. Actuarially Determined Contributions: Each fiscal year, the City will contribute to CalPERS the amount determined by CalPERS actuaries to be the minimum required employer contribution for that year. The minimum contribution consists of two components, normal cost and unfunded accrued liability (UAL). The normal cost is expressed as a rate that is applied to pensionable payroll costs and reflects the cost of pension benefits earned by employees in the current fiscal year. The UAL payment is a flat dollar amount that represents a portion of the cost of past benefits earned by employees, but for which, because of deviations in actual experience and changes in assumptions about investment performance, the normal cost rates established for those prior years has been determined to be insufficient to provide the promised retirement benefit. The CalPERS actuaries recalculate the total UAL each year and an updated multi-year amortization schedule is provided to show the projected annual minimum payments.

2. Annual UAL Prepayment: CalPERS offers the option to make monthly payments on the UAL or prepay the entire annual amount at a discounted level by the end of July. Every effort will be made by the City to prepay its annual obligation each year to achieve budgetary savings.

3. Section 115 Pension Trust: The City will establish and maintain a pension stabilization fund in the form of a Section 115 Pension Trust. Assets in the Section 115 Pension Trust may be used only for pension related costs and at the direction of the City Council. The City's funding objective is to accumulate sufficient assets to fully fund the retiree healthcare benefits that the City's retired employees receive throughout retirement and to support any increases in the City's UAL with CalPERS. In meeting this objective, the City will strive to meet the following funding goals:

- The City will strive to maintain assets in the OPEB trust equal to 90%-100% of the Actuarial liability for OPEB through regular contributions to the Section 115 Trust. It is anticipated to take several years for the City to achieve full funding of the Actuarial Liability as the plan is currently 0% funded.
- The City will strive to make regular contributions to the OPEB trust to achieve this goal.
- The funds in the OPEB trust may be used to make the City's pay-as-you-go payments each year beginning with the FY 2023-24 budget. It is the intention of the City Council to continue to fund pay-as-you-go payments from the General Fund and allow for the funds in the Section 115 Trust to grow based on the performance of the chosen investment portfolio.
- When budgetary resources are available, the City will strive to contribute its Actuarially Determined Contribution (ADC) into the Section 115 Trust each year, in addition to pay-as-you go payments, to offset its OPEB liability on the City's Annual Comprehensive Financial Report and increase assets to be invested in the Section 115 trust.
- The City will review the CalPERS actuarial report annually as part of the budget process to assess the City's UAL sensitivity to changes in CalPERS rate of return assumptions. The City Council may direct staff to allocate budgetary surplus, if any, at the close of the fiscal year to the Section 115 Trust to mitigate future increases in the UAL.

4. Targeted Funding Level: The City's goal is to achieve and maintain a funded status for each of its CalPERS and OPEB plans of between 90% and 100%. A funded status of 100% signifies that the City's pension assets with CalPERS match its accrued liabilities.

5. Review of Funding Policy: Funding a defined benefit pension plan and retiree health benefits requires a long-term horizon. As such, the City will review this policy at a minimum biennially, coincident with preparation of the GASB 75 actuarial valuations, to determine if changes to this policy are necessary to ensure adequate resources are being accumulated to fund OPEB benefits and to gauge progress towards the targeted funding level.

Definitions:

The funding of retirement programs, such as pensions or retiree health plans, is a complex process that utilizes many specialized terms. In this section, we will define the most important ones that are used in this policy statement.

- Actuarial Liability – The portion of the cost of future OPEB and/or pension benefits attributable to work done by current and prior City employees prior to the date of the Actuarial Valuation.
- Actuarial Valuation – The City will engage a qualified OPEB actuary to perform an actuarial valuation at least once every two years. The actuarial valuation will calculate the ADC based on current OPEB plan information and a series of demographic assumptions (such as retirement age and life expectancy) and economic assumptions (such as medical inflation and return on investment) adopted by the actuary and approved by the City. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. CalPERS prepares an Actuarial Valuation annually for all pension plans.
- Actuarially Determined Contribution (ADC) – The contribution calculated by the actuary as sufficient, assuming future experience matches the assumptions used in the Actuarial Valuation, to bring the plan to 100% funding by end of the Amortization Period.
- Additional Discretionary Payments – When the OPEB plan is less than 100% funded and the ADC is insufficient to bring the plan's funding to 100% in that year, the City Council may, at its own discretion, make an additional contribution from year-end budget surplus to the extent, such budget surplus appears.
- Explicit Benefit Payments – These are the premium payments made by the City in the current year for eligible former employees.
- Normal Cost – The portion of the cost of future OPEB/pension benefits attributable to work done by employees in the current year. The Normal Cost will be calculated using the entry age normal cost method using appropriate economic and demographic assumptions approved by the City.
- Pay-As-You-Go – The funding approach where the City pays for the Explicit Benefit Payments from the current year's budget.
- Unfunded Actuarial Liability (UAL) – The difference between the Actuarial Liability and the assets that are in the OPEB Trust. If the assets are greater than the Actuarial Liability at the time of the Actuarial Valuation that is sometimes referred to as a Surplus



CITY OF
PLACENTIA

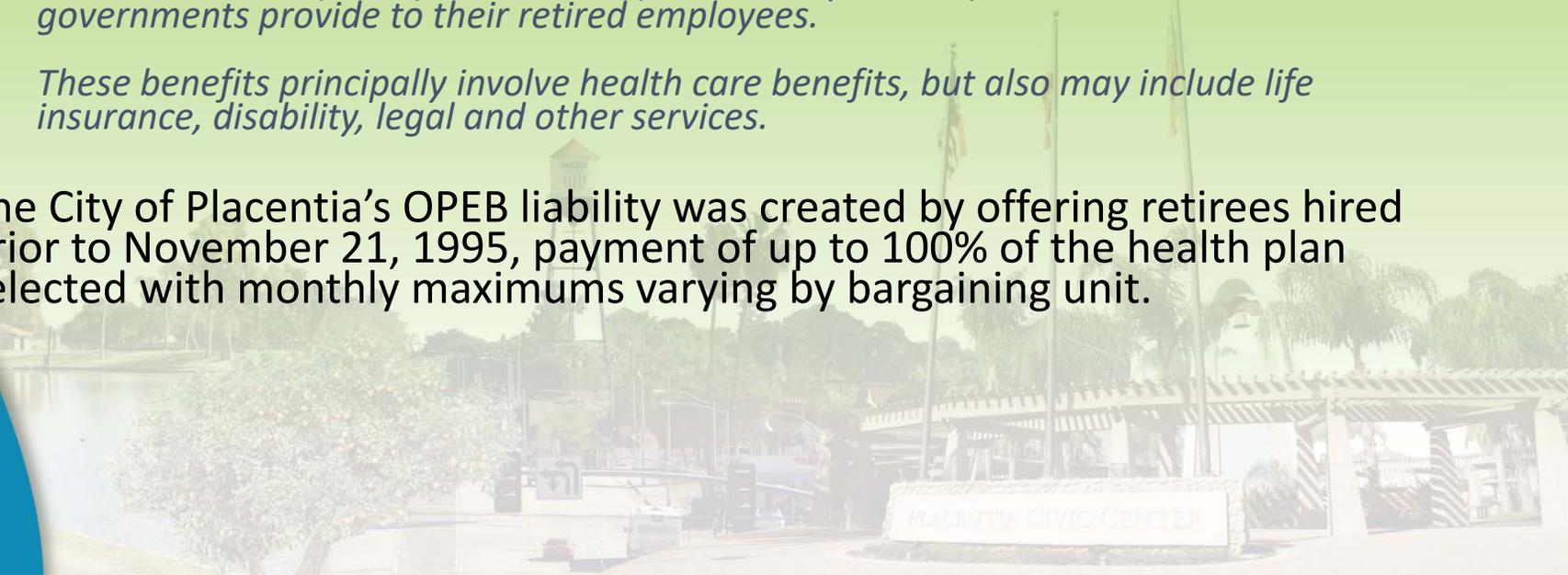
OPEB Mitigation Plan/ Section 115 Funding Policy Review

September 19, 2023



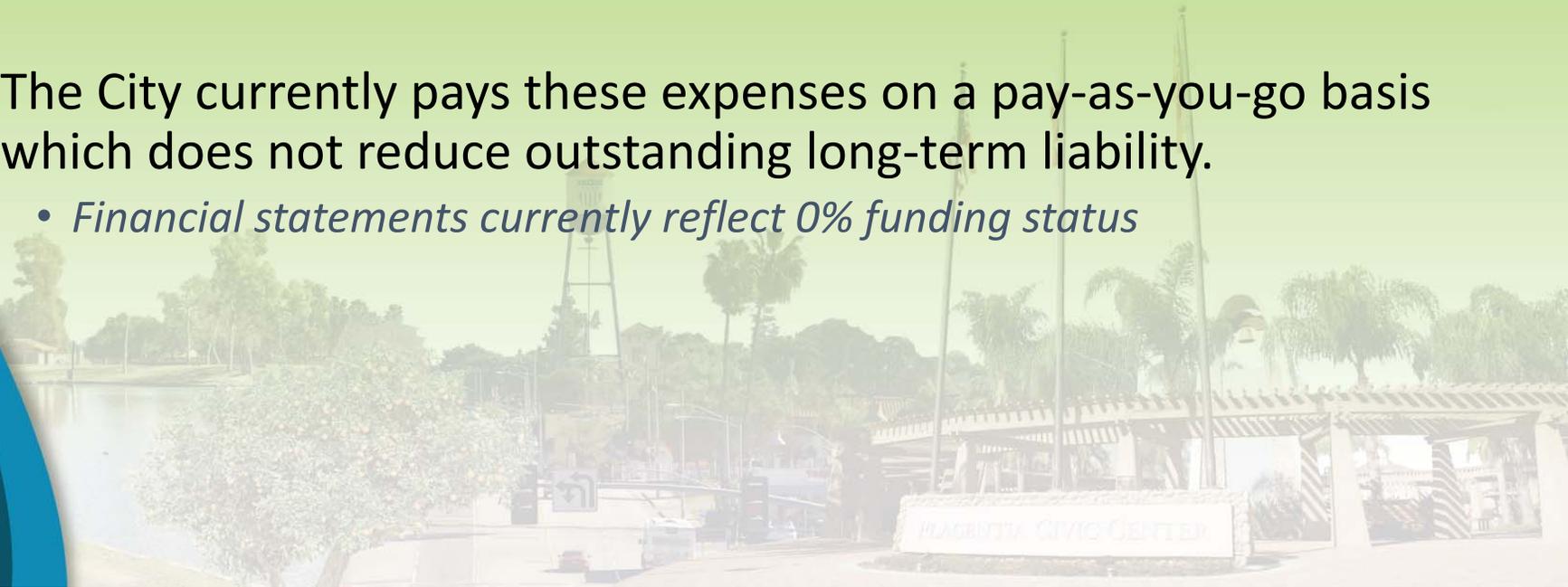
Background

- The City Administrator's performance review in March 2023 identified the City Council's desire for development of an OPEB mitigation strategy to address the City's OPEB liability.
- What is OPEB?
 - *Other Post-Employment Benefits (OPEB) are defined by the Governmental Accounting Standards Board (GASB) as benefits (other than pensions) that U.S. state and local governments provide to their retired employees.*
 - These benefits principally involve health care benefits, but also may include life insurance, disability, legal and other services.*
- The City of Placentia's OPEB liability was created by offering retirees hired prior to November 21, 1995, payment of up to 100% of the health plan selected with monthly maximums varying by bargaining unit.



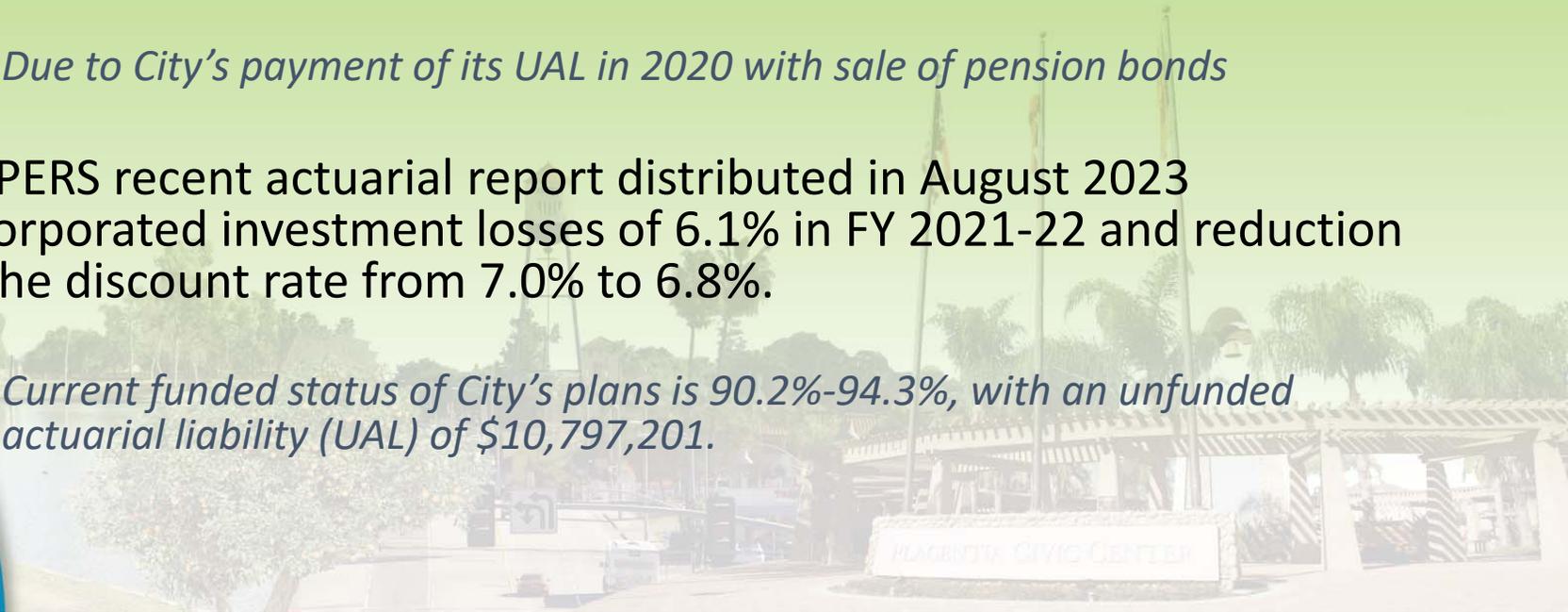
Background

- The City's current OPEB liability is \$24,910,487 based on a measurement date of June 30, 2021.
 - *Decrease of \$6.4 million from June 30, 2020 measurement date due to changes in demographic and inflationary assumptions, and the difference between City's expected vs actual experience.*
- The City currently pays these expenses on a pay-as-you-go basis which does not reduce outstanding long-term liability.
 - *Financial statements currently reflect 0% funding status*

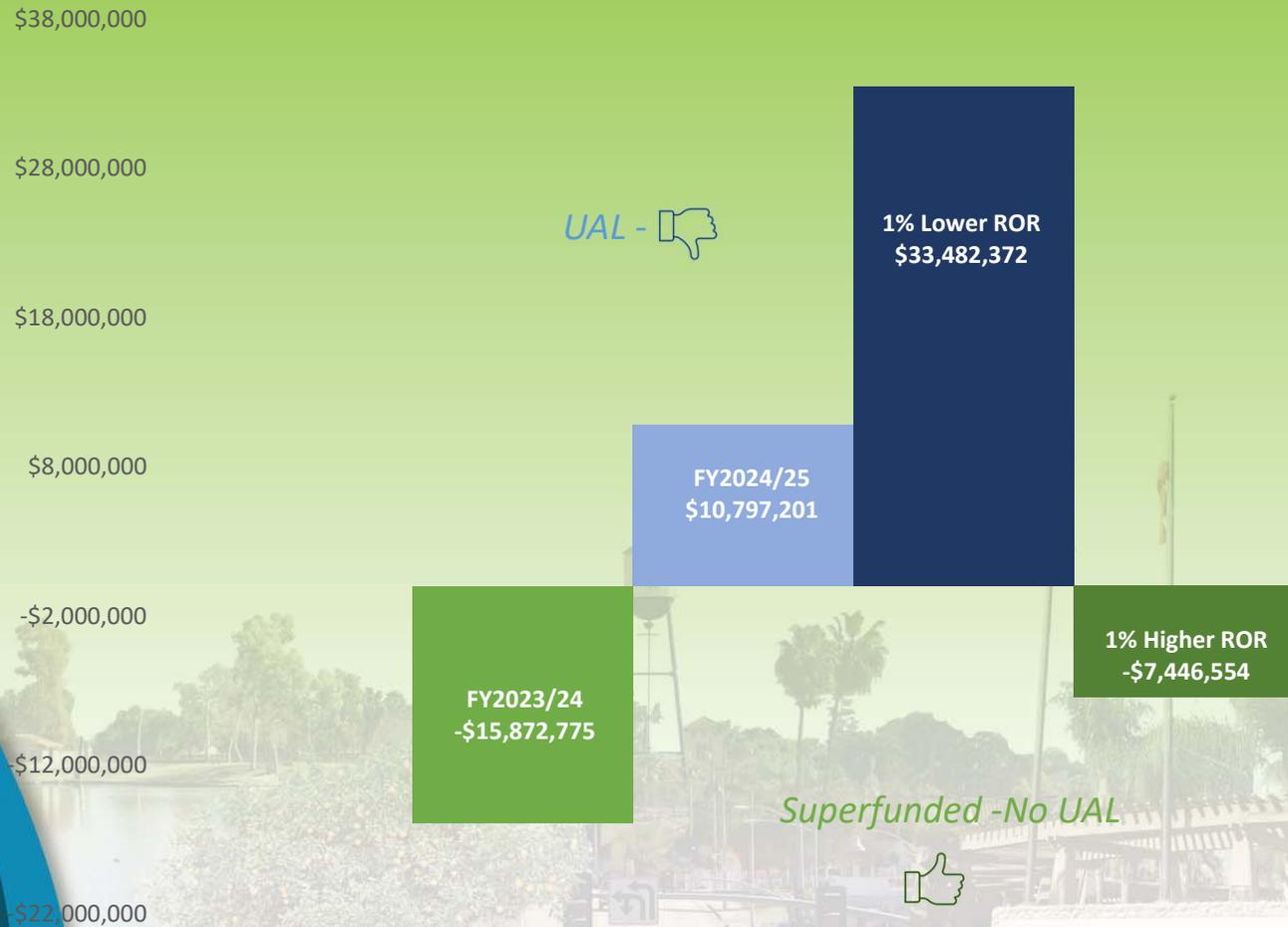


Background

- In addition to OPEB liability, the City also has long-term pension obligations with CalPERS.
- In August 2022, the City's funded status for all plans was 109.8%-110.1%, with plan assets exceeding liabilities.
 - *Due to City's payment of its UAL in 2020 with sale of pension bonds*
- CalPERS recent actuarial report distributed in August 2023 incorporated investment losses of 6.1% in FY 2021-22 and reduction in the discount rate from 7.0% to 6.8%.
 - *Current funded status of City's plans is 90.2%-94.3%, with an unfunded actuarial liability (UAL) of \$10,797,201.*

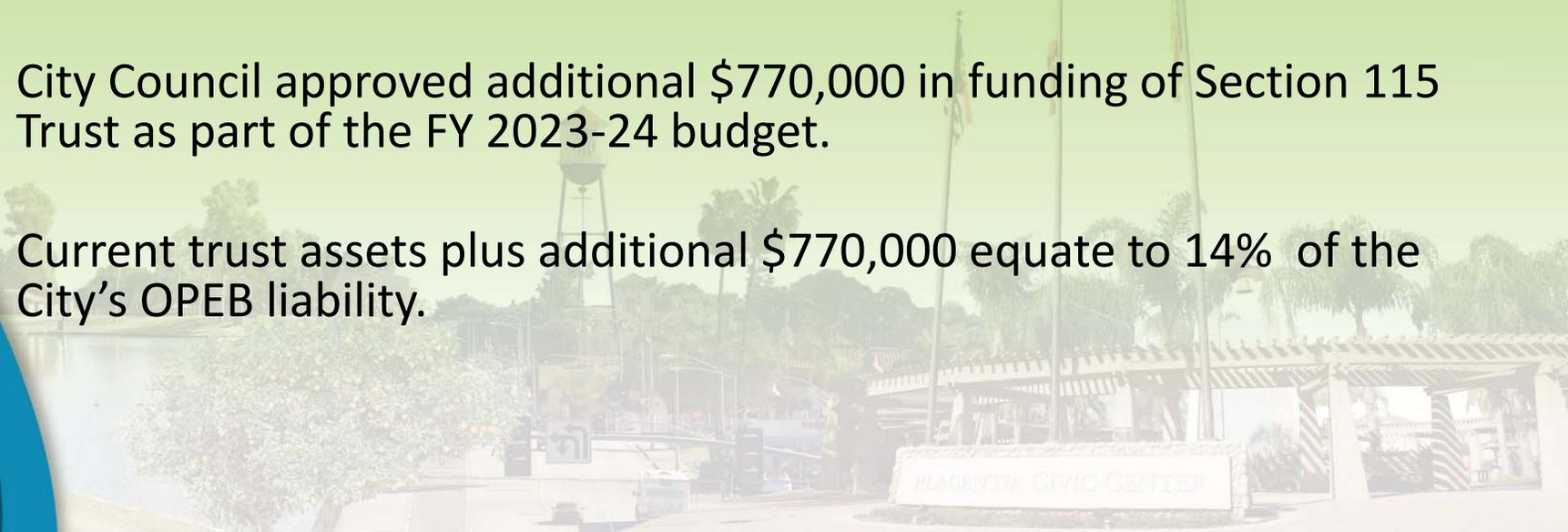


Fluctuations in UAL



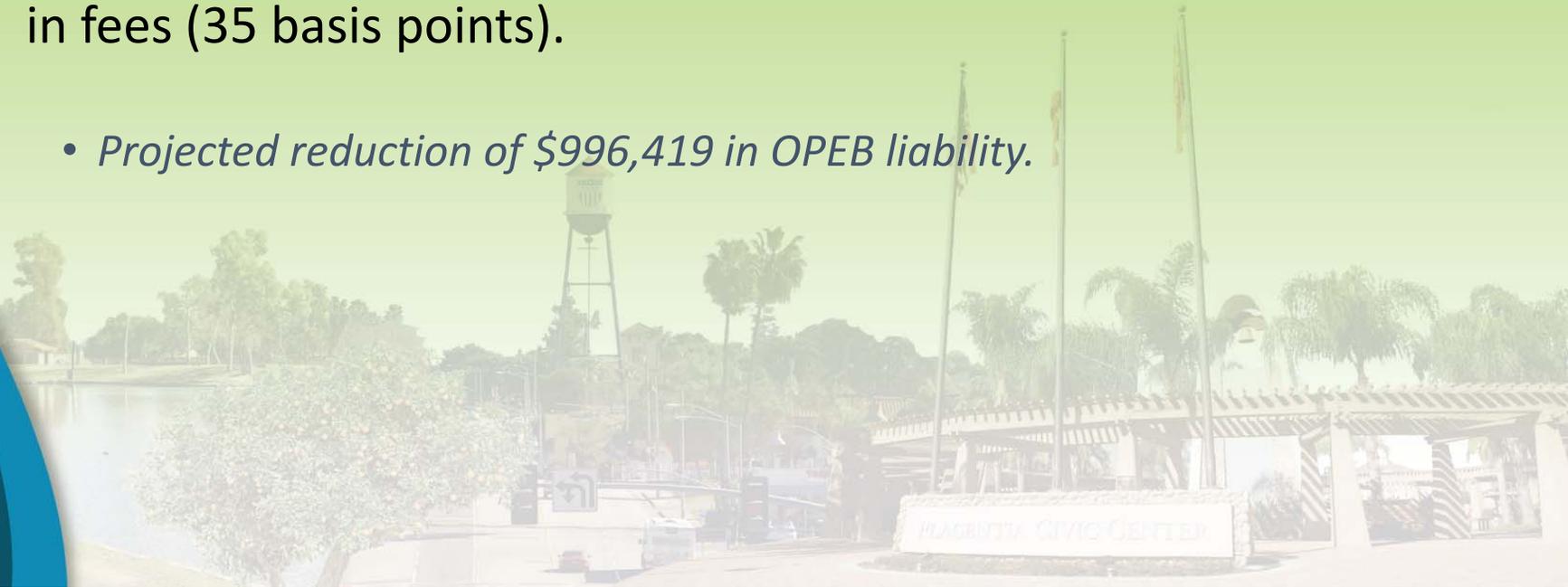
Steps Taken

- City established a Section 115 Trust on October 20, 2020
 - *Trusts can only be used to prefund/pay Pension and OPEB expenses; help to mitigate impact of CalPERS investment losses.*
- City Council approved the Pension Rate Stabilization Program and OPEB Funding Policy (Policy No. 431) on September 20, 2022.
 - *Approved transfer of \$2.4 million from bond proceeds to the Section 115 Trust. Current value of trust assets are \$2.7 million as of July 31, 2023.*
- City Council approved additional \$770,000 in funding of Section 115 Trust as part of the FY 2023-24 budget.
- Current trust assets plus additional \$770,000 equate to 14% of the City's OPEB liability.

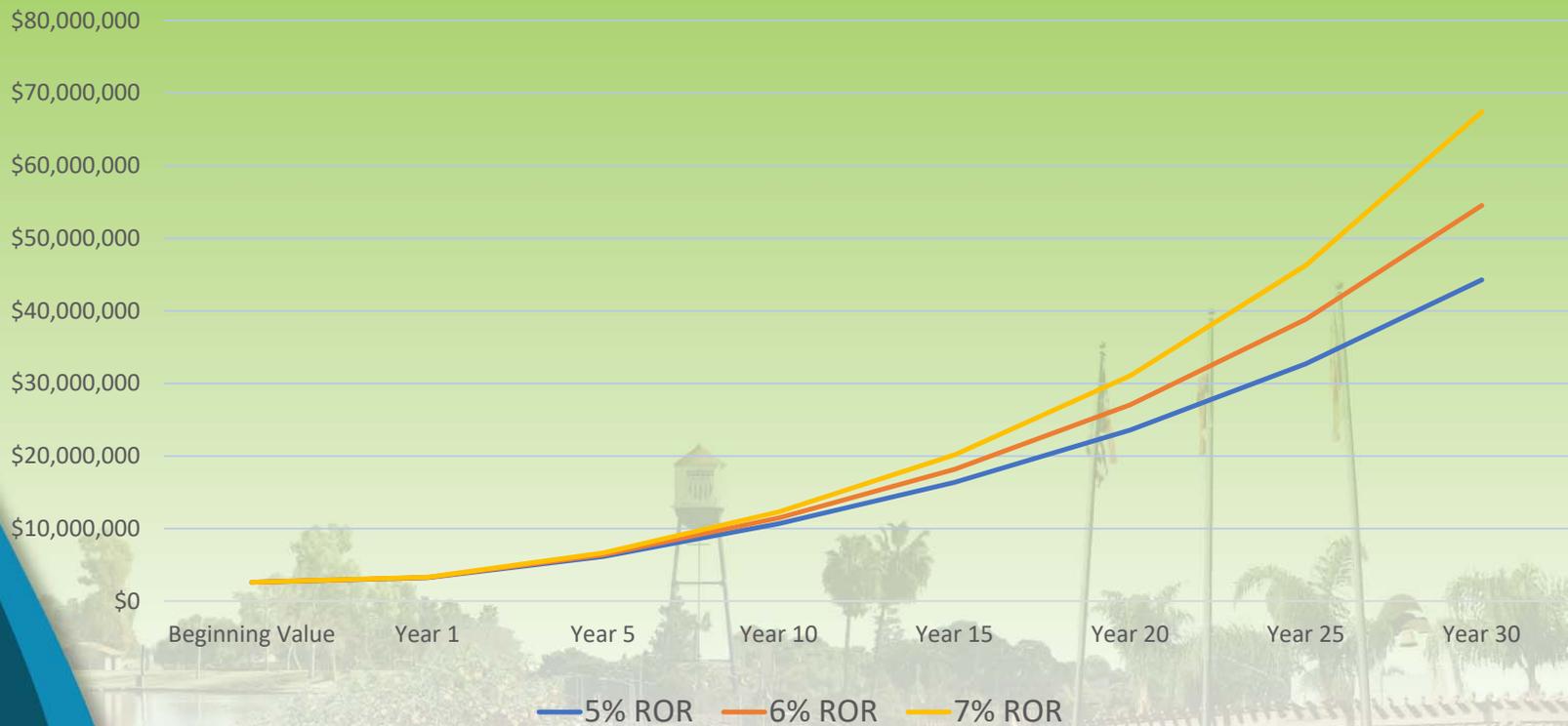


Steps Taken

- Approved the migration from the PARS Section 115 Trust to Shuster Advisory Group's Section 115 Trust due to significant savings in fees and more flexible investment options.
- Migration to Shuster Advisory Groups resulted in 35% reduction in fees (35 basis points).
 - *Projected reduction of \$996,419 in OPEB liability.*



Impact on Trust Assets Migration to Shuster Advisory Group (1)

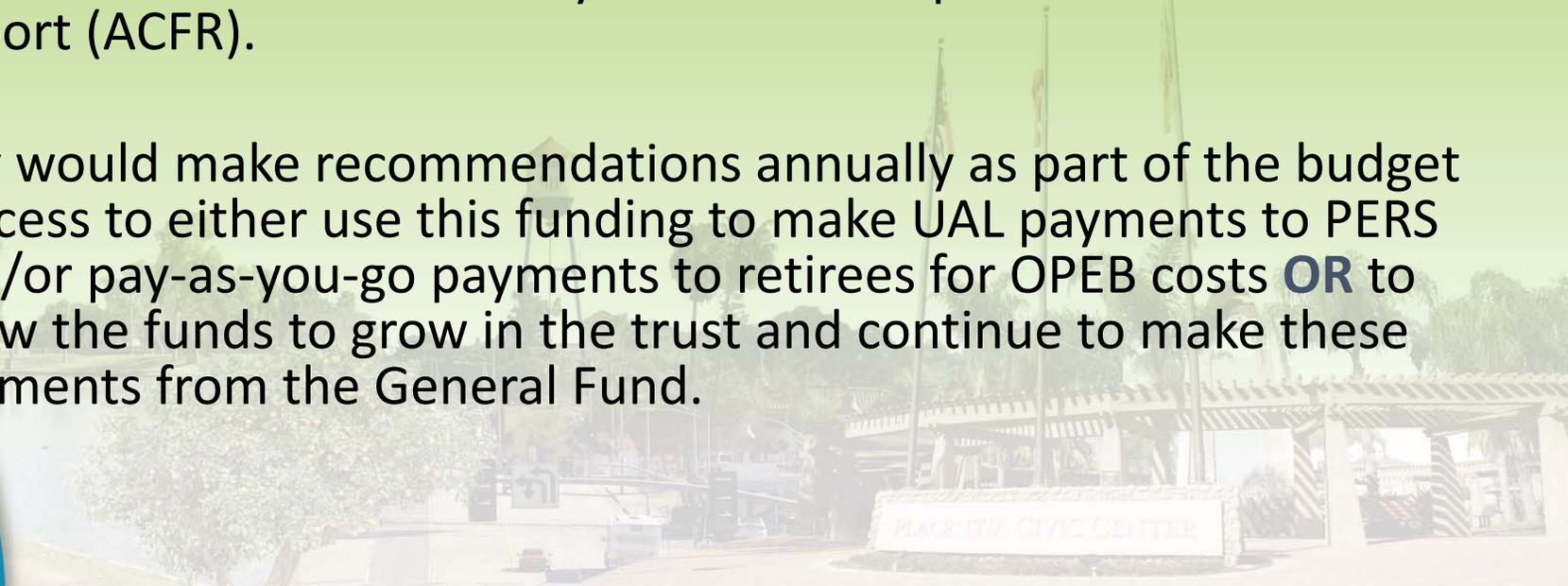


- (1) Based on decrease in fees and assumed contribution of \$500,000 annually
(2) For illustrative purposes only, not a guarantee of specific rate of return



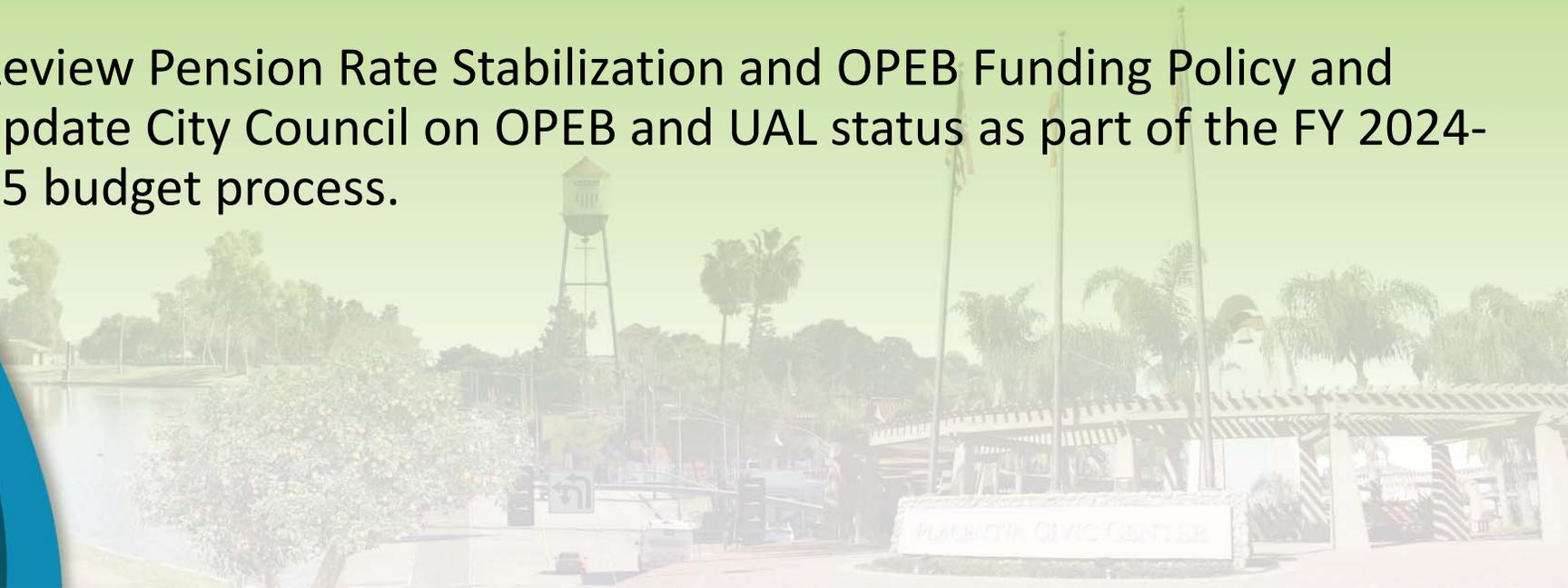
Next Steps

- Staff has identified and is recommending annual funding amount of \$500,000 to Section 115 Trust beginning with FY 2024-25.
 - *Included in Ten Year Financial Plan*
- Funds would pre-fund OPEB and pension liabilities and count towards funded status in City's Annual Comprehensive Financial Report (ACFR).
- City would make recommendations annually as part of the budget process to either use this funding to make UAL payments to PERS and/or pay-as-you-go payments to retirees for OPEB costs **OR** to allow the funds to grow in the trust and continue to make these payments from the General Fund.



Next Steps

- Per current Section 115 funding policy, the City shall prepay the entire annual UAL amount by the end of July to take advantage of the 3% discount.
 - *The City will make its annual UAL payment of \$446,569 by July 31, 2024.*
- Review Pension Rate Stabilization and OPEB Funding Policy and update City Council on OPEB and UAL status as part of the FY 2024-25 budget process.



Recommendations

- It is recommended that the City Council take the following actions:
 1. Receive and file this report; and,
 2. Following discussion, provide staff with additional policy direction.



Questions?





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: FIRE CHIEF
DATE: SEPTEMBER 19, 2023
SUBJECT: FIRE AND LIFE SAFETY DEPARTMENT 2021-2023 BIENNIAL REPORT
FISCAL IMPACT: NONE

SUMMARY:

The Placentia Fire and Life Safety Department ("Department") is pleased to introduce the 2021-2023 Biennial Report. The Biennial Report ("Report") is a snapshot of the work accomplished by the Fire and Life Safety Department.

RECOMMENDATION:

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

Receive and file a copy of the completed Biennial Report and Chief Dobine's presentation introducing the report.

STRATEGIC PLAN:

This item is consistent with the City Council approved 5-Year Strategic Goal to Ensure that Public Safety Continues to be a High Priority under Objective #2.3, which is maintain operation readiness and provide full-services during a disaster.

DISCUSSION:

The Department has completed a Biennial Report for 2021-2023. The Report gathers information about departmental activity throughout the year and is a produced publication that summarizes statistics, updates, and Department highlights occurring throughout the past two years. This Report is produced for the public to relay information about the Department's performance, accomplishments, and organizational changes. The Report in its entirety will be posted to the City website effective September 20, 2023.

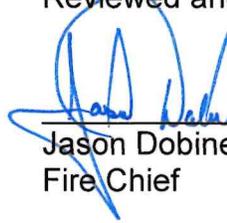
3.c.
Sept. 19, 2023

Prepared by:



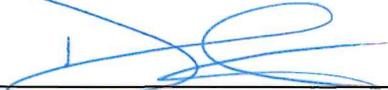
Crystal Adams
Senior Management Analyst

Reviewed and Approved:



Jason Dobine
Fire Chief

Reviewed and Approved:



Damien R. Arrula
City Administrator

Attachment:

Presentation – Introduction of Fire and Life Safety Department 2021-2023 Biennial Report



City of Placentia



Placentia Fire & Life Safety and Lynch EMS Biennial Report *July 1, 2021 – June 30, 2023*

September 19, 2023

Motto

“E Pluribus Unum”
(Out of Many; One)

Vision Statement

The men and women of the Placentia Fire & Life Safety Department are dedicated to progressive training, forward thinking and a commitment to excellence, so that we may continue to lead the way in providing for life safety and property conservation.

Values

Dedication to Serve, Courage to Act, Ability to Perform

Purpose Statement

We show up, connect, and engage with our community.



Command Staff



Jason Dobine,
Fire Chief



Api Weinert,
Deputy Fire Chief



Amanda Horner,
Fire Marshal



Michael Finnerty,
Battalion Chief



Anthony Davis,
Battalion Chief



Cody Roesti,
Battalion Chief



Fire Administration Headquarters



Houses the Administration and
Community Risk Reduction Divisions



PFLS Fire Stations



Station 1

110 S. Bradford Avenue

Houses a Captain, Engineer, Firefighter, and two paramedics.



Station 2

1530 Valencia Avenue

Houses the Battalion Chief, Captain, Engineer, Firefighter, and two paramedics



Fire Apparatus



- Seagrave Engine 1 & 2
- Seagrave Truck 2
- Patrol 2
- Utility Trucks (2)
- Battalion 1 & 2
- Deputy Chief's Vehicle
- Fire Chief's Vehicle



Call Summary

- July 1, 2021 – June 30, 2023
 - 9,828 Calls for Service
 - 2,564 Fire Calls
 - 7,264 EMS Calls
- Average Response Time:
 - Fire: 0:06:21
 - EMS: 0:04:48



*Source: Placentia Public Safety Communications Center

Fire Calls

■ July 1, 2021 – June 30, 2023: 2,564 Calls

- Fire Calls: 288
- Mutual Aid/PD Assist: 294
- Service Calls: 709
- Traffic Collisions: 500
- Other Calls: 773

**Average Response Time:
6 minutes, 21 seconds**



*Source: Placentia Public Safety Communications Center

Appointments and Promotions

- Jason Dobine, Fire Chief
- Api Weinert, Deputy Fire Chief
- Amanda Horner, Fire Marshal
- Anthony Davis, Battalion Chief
- Cody Roesti, Battalion Chief
- James Banister, Captain
- Scott Ferguson, Captain
- Joshua Martin, Engineer/Captain
- Branden Smith, Captain
- Matthew Wedin, Captain
- Lucas Dochmaschewsky, Engineer
- Larry Hogueisson, Engineer
- Spencer Brandon, Firefighter
- Brandon De Perez, Firefighter
- David Muro, Firefighter
- Crystal Adams, Sr. Management Analyst
- Valerie Camarena, Office Assistant



PFLSD Training

- Regular and specialized training:
 - Wildland Certifications
 - Hazmat Incident Commander
 - Hazmat FRO / DECON
 - Auto Extrication
 - Mayday Drill
 - Large Area Search
 - Ventilation
 - Santa Ana College Wellness
 - Company Inspections



Placentia Fire and Life Safety Highlight Video



LYNCH

 **EMS**



LYNCH EMS

“At Lynch EMS, we strive to provide the City of Placentia the highest level of 911 paramedic services.

In partnership with the Placentia Fire & Life Safety Department, Placentia Police Department, and Placentia Public Safety Communications Center, we have accomplished continuous success and growth towards our mission of providing a safer, healthier city for all.

I continue to be so proud of our men and women who truly care for this city and those in need.”



Mission Statement

- It is our mission to:
 - Provide compassionate professional patient care;
 - Uncompromising customer support; and
 - Build and maintain the partnership with the communities we serve.



Lynch EMS Department Staff



Walt
Lynch, CEO



Jacob Wagoner,
Director of Operations



Amanda Ramos, RN
ALS Coordinator



911 Supervisors



12 Full Time 911 Paramedics



Lynch Support Staff

- 20 IFT Paramedics
- 3 Operational Managers
- 1 Training Manager



EMS Calls

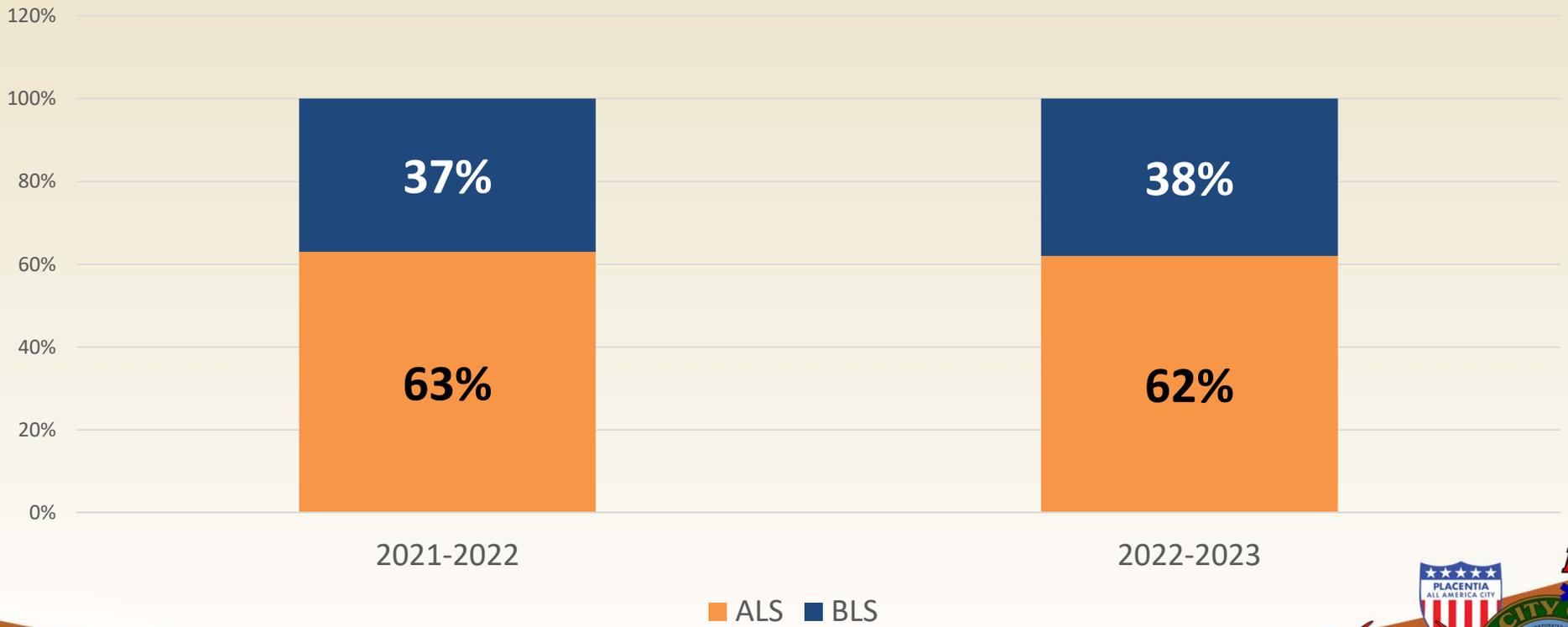
- **July 1, 2020 – June 30, 2023:
7,264 Calls**
 - Breathing and Sick Person: 2,221
 - Falls: 1,106
 - Unconscious/Unknown Problem: 1,252
 - Psychiatric, Abnormal Behavior, Overdose, & Poisoning: 359
 - Bleeding/Traumatic Injuries: 368
 - Chest Pain/Cardiac Arrest: 610
 - Stroke: 208
 - Other Calls: 1,140

**Average Response Time:
4 minutes, 48 seconds**



*Source: Placentia Public Safety Communications Center

ALS vs BLS



Cardiac Arrests

Return of Spontaneous Circulation (ROSC)

ROSC is the return of a normal heart rhythm with a palpable pulse after performing high-quality CPR

CARES National Prehospital ROSC Data 2022*

% Patients who received ROSC in the Field

26.7%

Median EMS Response Time

7.4 Minutes

LYNCH EMS ROSC Data 2021-2022

% Patients who received ROSC in the Field

58.8 % (20 Patients)

Median EMS Response Time

4.5 Minutes



*CARES – Cardiac Arrest Registry to Enhance Survival

Cardiac Arrests

Return of Spontaneous Circulation (ROSC)

ROSC is the return of a normal heart rhythm with a palpable pulse after performing high-quality CPR

CARES National Prehospital ROSC Data 2022*

% Patients who received ROSC in the Field

26.7%

Median EMS Response Time

7.4 Minutes

LYNCH EMS ROSC Data 2022-2023

% Patients who received ROSC in the Field

54.2% (13 Patients)

Median EMS Response Time

4.1 Minutes



*CARES – Cardiac Arrest Registry to Enhance Survival

Certifications and Training

- Certifications Include:
 - FEMA Incident Command System Certified
 - State Paramedic License
 - County 911 Accreditation
 - Basic Life Support (BLS)
 - Advanced Cardiac Life Support (ACLS)
 - Pediatric Advanced Life Support (PALS)
- Training Includes:
 - Mass Casualty Incidents
 - Specialized Stroke Training
 - Coordinated Zoll/AutoPulse Training
 - Biannual OCEMS protocol updates



Chain of Survival

56.7% ROSC would not be possible without the combined efforts of our partner agencies who play a vital role in the Chain of Survival.



LYNCH EMS 911 Paramedic Services Accomplishments in Placentia

- Mobile Incident Command
- Teaching CPR & First Aid
- Citizens' Academy
- Community Outreach
- Mobile Intensive Care Nurse (MICN) Training



LYNCH 911 EMS Paramedic Services Future Goals

- Maintain quick response items
- Enhance community involvement activities
- Improve quality of care regarding cardiac arrests and resuscitation percentages
- Conduct specialized trainings for paramedics



LYNCH



“Proud to be Placentia’s 911 Paramedic Provider”



Community Outreach

- Participated in over 150 community events
 - Station Tours/School Visits
 - Library Storytime
 - City Events:
 - Easter Eggcitement, Heritage Festival, Thanksgiving Basket Giveaway, Holiday Toy Drive
 - L.I.F.E. Files
 - Social Media:
 - Facebook, Instagram, & X



PFLSD Accomplishments

- Received “4” ISO Rating
- Hired Deputy Fire Chief
- Moved Fire Administration to Old City Hall
- Promotion Ceremony
- Began regular fire inspections
- Hosted Battalion Chief and Engineer Test
- Released Operational Manual
- Successfully joined California master mutual aid system
- Santa Ana College Agreement
- Installed garages at Station 2



PFLSD Goals & Objectives

- Seek lower ISO Rating
- Become an accredited agency through the Center for Public Safety Excellence
- Fully staff all vacant positions
- Develop training and succession plan
- Update Strategic Plan
- Establish Fire Inspection Program for all occupancy types
- Launch Patrol Firefighter pilot program
- Keep current personnel eligibility lists
- Look for additional ways to partner with Lynch in the community



Closing Remarks





LYNCH
 **EMS**

