



## Regular Meeting Agenda December 5, 2023

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

Mayor Ward L. Smith  
District 5

Mayor Pro Tem Jeremy B. Yamaguchi  
Councilmember  
District 3

Kevin Kirwin  
Councilmember  
District 2

Rhonda Shader  
Councilmember  
District 1

Chad P. Wanke  
Councilmember  
District 4

Robert S. McKinnell  
City Clerk

Kevin A. Larson  
City Treasurer

Damien R. Arrula  
City Administrator

Christian L. Bettenhausen  
City Attorney

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

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

### *Mission Statement*

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

### *Vision Statement*

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

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

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

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

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

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

### **Special Accommodations**

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

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

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

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
PLACENTIA PUBLIC FINANCING AUTHORITY  
REGULAR MEETING AGENDA - CLOSED SESSION  
December 5, 2023  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

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

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

1. Pursuant to Government Code Section 54956.8  
**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Property: 325 Baker Street  
Agency Negotiator: Damien R. Arrula, City Administrator  
Negotiating Party: Damien R. Arrula, City Administrator  
Under Negotiations: Price and Terms of Payment
  
2. Pursuant to Government Code Section 54956.9(d)(1)  
**CONFERENCE WITH LEGAL COUNSEL – Existing Litigation**  
People of the State of California v. Herbert Norris Trotter, OCSC Case No. 17NF0497.

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

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

**CALL TO ORDER:**

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

**INVOCATION:** Chaplain Kenneth Milhandler

**PLEDGE OF ALLEGIANCE:** Battalion Chief Anthony Davis

**PRESENTATION:**

a. **Water Update**

Recipients: Mayor and City Council

Presenter: Director Roger Yoh, Orange County Water District

**CLOSED SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS:**

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

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

**1. CONSENT CALENDAR (Items 1.a. through 1.l.):**

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 December 5, 2023  
Check Register**

Fiscal Impact: \$1,793,294.53

**Electronic Disbursement Register**

Fiscal Impact: \$1,400,219.24

Recommended Action: It is recommended that the City Council:

1) Receive and file

- 1.c. **Tentative Parcel Map No. TPM 2020-124 Pertaining to the Subdivision of an approximately 0.19-Acre, improved lot with three (3) Residential Townhome Condominium Units located at 803 W. La Jolla Street within the High Density Residential (R-3) Zoning District**  
Fiscal Impact: Approximately \$60,986 of total development impact fee revenue prior to construction of three (3) new residential condominium units  
Recommended Action: It is recommended that the City Council:  
 1) Adopt Resolution R-2023-90, a Resolution of the City Council of the City of Placentia, California approving TPM 2020-124 for the subdivision of three (3) residential townhome units for condominium purposes on a 0.19-acre improved lot located within the High Density Residential (R-3) Zoning District and sited on property at 803 W. La Jolla Street and making findings in support thereof.
- 1.d. **Amendment No. 1 to Retainer Agreement for City Attorney Services**  
Fiscal Impact: No fiscal impact due to recommended action; increased costs to budget related to existing agreement in FY 2023-24 - \$46,000 (101005-6005 & 101005-6006)  
Recommended Action: It is recommended that the City Council:  
 1) Approve Amendment No. 1 to Agreement for City Attorney Legal Services, to be executed by the Mayor, in a form approved by the City Attorney.
- 1.e. **Measure M (M2) Expenditure Report for Fiscal Year 2022-23**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
 1) Adopt Resolution No. R-2023-86, a Resolution of the City Council of the City of Placentia, California, concerning the Fiscal Year 2022-23 Measure M2 (M2) Expenditure Report for the City of Placentia.
- 1.f. **Placentia Public Safety Building CCTV Cameras and Access Control System Purchase**  
Fiscal Impact:  

Expense: \$ 132,173.90	Total Purchase Price of Equipment
Budget: \$2,659,036.00	Project Budget for IT from Public Safety Building

Recommended Action: It is recommended that the City Council:  
 1) Authorize the City Administrator to approve the purchase with ASSI Security for the total purchase not-to-exceed the amount of \$132,173.90; and  
 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.
- 1.g. **Purchase of New Public Safety Communications Center Consoles and Storage for New Public Safety Building**  
Fiscal Impact:  

Expense: \$ 237,031.14	Total Purchase Price of Furniture
Budget: \$2,659,036.00	Project Budget for IT from Public Safety Building

Recommended Action: It is recommended that the City Council:  
 1) Approve the sales contracts with Russ Bassett for 9-1-1 Equipment & Services, totaling \$237,031.14 for the purchase of equipment, delivery, and installation of eight (8) public safety communications center consoles, personal storage, and storage drawers; and  
 2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.h. **Amendment No. 1 to Professional Services Agreement with Kimley Horn & Associates, Inc. to complete the 6<sup>th</sup> Cycle Update to the Housing Element of the General Plan**

Fiscal Impact:

Expense: \$	\$34,900
Staff Recommended Contingency: \$	<u>5,000</u>
Total Cost:	\$39,900
Budget:	\$39,900 from FY 2023-34 Budget (749102-6017)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with Kimley-Horn & Associates, Inc. to provide professional services related to completing the State mandated 6<sup>th</sup> Cycle update to the Housing Element for a term ending June 30, 2024; and
- 2) Authorize the City Administrator and/or his designee to approve contract change orders up to \$5,000; and
- 3) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

1.i. **Change Order No. 1 to Construction Contract with Square Sign, LLC., for the Wayfinding Directional Signage Project Phase I, City Project No. 1403**

Fiscal Impact:

Expense: \$ 16,000.00	Contract Change Order No. 1
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 Contract Change Order No.1 to the Public Works Agreement with Square Sign, LLC for citywide wayfinding direction sign project phase 1A in an amount not-to-exceed \$16,000; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.j. **Resolution to Amend the Pay Schedule for Part-Time Employees in Compliance with the State Minimum Wage Increase**

Fiscal Impact: FY 2023-24 \$2,000 (\$4,000 annually) in account 104071-5005.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2023-91 amending the pay schedule for part-time employees to reflect state minimum wage requirements; and
- 2) Adopt Resolution No. R-2023-92, 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.

1.k. **Acceptance of a Resignation from the Senior Advisory Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Ron White from the Senior Advisory Committee and;
- 2) Approve the appointment of Marie Wahbeh to fill the vacancy on the Senior Advisory Committee following Mr. White's resignation.

1.l. **Professional Services Agreements for Citywide On-call Digital Scanning Services of Public Records**

Fiscal Impact:

Expense:	\$285,000 Total Contract Not-to Exceed Amount
Current Available Budget:	\$ 71,384 (756205-6840 JL#756205)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Metasource for professional digital scanning services of public records to provide on-call scanning services for a term of

- three (3) years with an option of two (2) year term based upon performance and discretion of the City, in an amount not-to-exceed \$285,000; and
- 2) Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or \$28,500; and
- 3) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

**2. PUBLIC HEARINGS:** None

**3. REGULAR AGENDA:**

**3.a. Award of Professional Services Agreement to SDI Presence for Creation of Five-Year Information Technology Master Plan**

Fiscal Impact:

Expense: \$ 83,925.00 Total Project Cost  
 Budgeted: \$100,000.00 (109800-6770 JL#24902)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with SDI Presence to develop a five (5) year Information Technology Master Plan in an amount not-to-exceed \$83,925; and
- 2) Reject all other proposals received; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.

**I. RECOGNITION OF 2023 MAYOR WARD L. SMITH**

- a. Office of U.S. Representative Michelle Steel, California’s 45th District  
Presenter: Jauregui Zechariah, District Representative
- b. Office of State Senator Josh Newman, 29th District  
Presenter: Nathan Bass, District Representative
- c. Office of State Assemblyman Phillip Chen, 55th Assembly District  
Presenter: Paulette Maskarino, District Director
- d. Orange County Supervisor Doug Chaffee, Orange County 4th District  
Presenter: Doug Chaffee, Orange County Supervisor

**II. REORGANIZATION OF THE CITY COUNCIL**

- a. City Clerk Calls for the Selection of Mayor of the City of Placentia
- b. Ceremonial Oath Administered to New Mayor
- c. Comments from New Mayor
- d. New Mayor Calls for the Selection of Mayor Pro Tem of the City of Placentia

**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, January 9, 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:

- Award of Construction Contract for Freeway Landscape Improvements
- Approve Categorical Exclusion for Old Town Streetscape Project
- Award of Construction Contract for Admin Office Remodel Project
- Amendment No. 2 to maintenance services agreement for carpet cleaning services
- PSA: FY 23-24 Street Resurfacing Project
- Old Town CFD
- Annual City Council Appointments to various Agencies, Associations and City Subcommittees

***RECEPTION RECOGNIZING MAYOR AND  
CITY COUNCIL REORGANIZATION***

**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 December 5, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on November 30, 2023.

\_\_\_\_\_  
Carole M. Wayman  
Deputy City Clerk

City of Placentia

Check Register  
For 12/05/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,793,294.53

Check Totals by ID

AP	1,793,294.53
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 1,793,294.53

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	784,747.97
117-Measure U Fund (0079)	193,818.09
205-State Gas Tax (0017)	3,936.75
206-Gas Tax DebtFund (0052)	200,870.76
208-Sccssr Agncy Ret Oblg (0054)	49.00
210-Measure M (0018)	6,730.84
215-Air Quality Management (0019)	1,682.71
225-Asset Seizure (0021)	19,501.14
227-Explorer Grant NOC (0076)	2,548.82
233-Gen Plan Update Fees (0074)	26,312.75
236-Parks & Rec Impact Fees (0063)	19,700.00
238-City Traffic Impct Fees (0065)	260.60
240-Sewer Construction (0024)	3,025.00
243-City Quimby In Lieu Fee (0069)	12,846.00
244-CW Aford House ImpactFee(0068)	2,332.20
246-TOD Traffic Impact Fees (0070)	1,687.82
247-TOD Sewer Impact Fees (0071)	217,724.25
248-TOD Strscape Impct Fee (0072)	1,400.00
249-TOD District CFD (0080)	196.40
260-Street Lighting Distret (0028)	48,903.23
265-Landscape Maintenance (0029)	11,714.61
275-Sewer Maintenance (0048)	39,095.21
280-Misc Grants Fund (0050)	7,506.24
282-CalRecycle Grant (0083)	2,132.84
285-EIFD (0086)	1,191.55
401-City Capital Projects (0033)	100,049.33
501-Refuse Administration (0037)	14,933.24
601-Employee Health & Wlfre (0039)	1,633.06
605-Risk Management (0040)	64,093.84
701-Special Deposits (0044)	2,670.28

**1.b.**  
**Dec. 05, 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 12/05/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
		Check Total:	1,793,294.53						

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 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AFTERMATH SERVICES LLC V009949	10/20 BIO-HAZARD CLEANING SVS	103043-6099 Professional Services	AP111323	400.00	JC2023-7204		00129196	11/15/2023
					<b>Check Total:</b>	<b>400.00</b>			
MW OH	ALL AMERICAN ASPHALT V000067	RETENTION	702001-6741 / 702001-6741 Infrastructure - Traffic	AP111323	287.82	204680		00129197	11/15/2023
					<b>Check Total:</b>	<b>287.82</b>			
MW OH	ALL CITY MANAGEMENT V000005	10/15-28 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP111323	4,431.60	88908	P12977	00129198	11/15/2023
					<b>Check Total:</b>	<b>4,431.60</b>			
MW OH	ALLIANT INSURANCE V007375	TREE LIGHTING LIABILITY INS	404582-6201 Liability Insurance Premiums	AP111323	329.00	2478078		00129199	11/15/2023
					<b>Check Total:</b>	<b>329.00</b>			
MW OH	AMAZON CAPITAL SERVICES V012336	ERGONOMIC EQUIPMENT	101512-6301 Special Department Expenses	AP111323	1,961.74	16NK-3KCL-		00129200	11/15/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101512-6315 Office Supplies	AP111323	455.01	16NK-3KCL-		00129200	11/15/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CITY CLERK OFFICE SUPPLIES	101513-6315 Office Supplies	AP111323	254.16	16NK-3KCL-		00129200	11/15/2023
MW OH	AMAZON CAPITAL SERVICES V012336	T OFFICE SUPPLIES	101523-6315 Office Supplies	AP111323	159.50	16NK-3KCL-		00129200	11/15/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102532-6315 Office Supplies	AP111323	12.55	1KV1-6VRQ-		00129200	11/15/2023
MW OH	AMAZON CAPITAL SERVICES V012336	BANKERS BOXES	103654-6301 Special Department Expenses	AP111323	69.99	1KV1-6VRQ-		00129200	11/15/2023
					<b>Check Total:</b>	<b>2,912.95</b>			
MW OH	ANAHEIM FULLERTON V006631	JUL TOWING SVS	103047-6181 Towing Services	AP111323	101.75	23-0712-30019	P13143	00129201	11/15/2023
					<b>Check Total:</b>	<b>101.75</b>			

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT & T V008736	10/27-11/26 POWELL BLDG INT.	109595-6215 Telephone/Internet	AP111323	85.60	NOV 23		00129202	11/15/2023
<b>Check Total:</b>					<b>85.60</b>				
MW OH	AT&T V004144	OCT PHONE CHARGES	296561-6215 Telephone/Internet	AP111323	84.43	110823		00129203	11/15/2023
MW OH	AT&T V004144	OCT PHONE CHARGES	109595-6215 Telephone/Internet	AP111323	2,103.70	110823		00129203	11/15/2023
MW OH	AT&T V004144	OCT PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP111323	11.95	110823		00129203	11/15/2023
MW OH	AT&T V004144	OCT PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP111323	14.32	110823		00129203	11/15/2023
<b>Check Total:</b>					<b>2,214.40</b>				
MW OH	BUENA PARK PLAQUE & V011364	CITIZEN ACADEMY PLAQUES	103040-6301 Special Department Expenses	AP111323	363.49	28889		00129204	11/15/2023
<b>Check Total:</b>					<b>363.49</b>				
MW OH	BUTTS, BRAD V002941	OCT FASTRAK REIMBURSEMENT	103040-6301 Special Department Expenses	AP111323	294.25	OCTOBER 23		00129205	11/15/2023
<b>Check Total:</b>					<b>294.25</b>				
MW OH	CALIFORNIA FORENSIC V000232	OCT BLOOD DRAWS	103040-6055 Medical Services	AP111323	665.00	2415	P12976	00129206	11/15/2023
<b>Check Total:</b>					<b>665.00</b>				
MW OH	CALIFORNIA REPLACEMENT V012165	TOLD CH WINDOW INSTALLATION	103654-6130 Repair & Maint/Facilities	AP111323	8,799.00	080123	P12972	00129207	11/15/2023
<b>Check Total:</b>					<b>8,799.00</b>				
MW OH	CALIFORNIA YELLOW CAB V003323	SEP SENIOR TRANSPORT SVS	184071-6401 Community Programs	AP111323	6,730.84	9487023	P13106	00129208	11/15/2023
MW OH	CALIFORNIA YELLOW CAB V003323	SEP SENIOR TRANSPORT SVS	194071-6401 Community Programs	AP111323	1,682.71	9487023	P13106	00129208	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>8,413.55</b>				
MW OH	CARASOFT TECHNOLOGY V010983	DOCUSIGN BUSINESS PRO	101523-6136 Software Maintenance	AP111323	5,604.73	IN527293	P13191	00129209	11/15/2023
				<b>Check Total:</b>	<b>5,604.73</b>				
MW OH	CHARTER COMMUNICATIONS V004450	10/25-11/24 CITY HALL INTERNET	109595-6215 Telephone/Internet	AP111323	1,166.22	0347700102523		00129210	11/15/2023
MW OH	CHARTER COMMUNICATIONS V004450	10/24-11/25 WHITTEN CTR INT.	109595-6215 Telephone/Internet	AP111323	604.31	0347726102523		00129210	11/15/2023
MW OH	CHARTER COMMUNICATIONS V004450	10/26-11/24 PW YARD INTERNET	109595-6215 Telephone/Internet	AP111323	604.31	0347858102623		00129210	11/15/2023
				<b>Check Total:</b>	<b>2,374.84</b>				
MW OH	CHARTER COMMUNICATIONS V007869	10/22-11/21 EOC SPECTRUM SVS	109595-6215 Telephone/Internet	AP111323	717.93	0034466102623		00129211	11/15/2023
				<b>Check Total:</b>	<b>717.93</b>				
MW OH	CITY OF ANAHEIM V000021	JUL-SEP ANAHEIM PD AIR SUPPORT	103041-6099 Professional Services	AP111323	1,333.33	PD005212		00129212	11/15/2023
				<b>Check Total:</b>	<b>1,333.33</b>				
MW OH	CLEAR CHOICE LIEN SALES V005847	10/25 LIEN SERVICES	103047-6182 Lien Services	AP111323	25.00	217-102523		00129213	11/15/2023
MW OH	CLEAR CHOICE LIEN SALES V005847	10/20 LIEN SERVICES	103047-6182 Lien Services	AP111323	45.00	3931		00129213	11/15/2023
				<b>Check Total:</b>	<b>70.00</b>				
MW OH	CLIFTONLARSONALLEN V012348	LLFY22/23 FINANCIAL AUDIT SVS	102020-6010 Accounting & Auditing Service	AP111323	13,230.00	3952710	P13138	00129214	11/15/2023
				<b>Check Total:</b>	<b>13,230.00</b>				
MW OH	COMLOCK V003166	KEY COPIES, PADLOCKS	104076-6139 Repair/Maint - Parks & Fields	AP111323	310.20	845505		00129215	11/15/2023
MW OH	COMLOCK	KEY COPIES, KEY RINGS	104076-6139	AP111323	49.78	845591		00129215	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003166		Repair/Maint - Parks & Fields						
				<b>Check Total:</b>	<b>359.98</b>				
MW OH	COUNTY OF ORANGE V000701	EIFD FY22/23 ADMIN COST	860000-6295 City Admin Services	AP111323	1,191.55	TE0002		00129216	11/15/2023
				<b>Check Total:</b>	<b>1,191.55</b>				
MW OH	COUNTY OF ORANGE V008881	NOV AFIS SERVICES	103040-6290 Dept. Contract Services	AP111323	1,858.00	SH 66869	P12980	00129217	11/15/2023
				<b>Check Total:</b>	<b>1,858.00</b>				
MW OH	DF POLYGRAPH V012341	OCT POLYGRAPH EXAM	103040-6099 Professional Services	AP111323	225.00	2023/7		00129218	11/15/2023
				<b>Check Total:</b>	<b>225.00</b>				
MW OH	DUDEK & ASSOCIATES INC V004114	8/26-9/29 CONSULTING SVS	243301-6750 / 243301-6750 Infrastructure - Sewer	AP111323	1,100.00	202308800	P13070	00129219	11/15/2023
MW OH	DUDEK & ASSOCIATES INC V004114	4/1-4/28 CONSULTING SVS	243301-6750 / 243301-6750 Infrastructure - Sewer	AP111323	1,925.00	P13070	P13070	00129219	11/15/2023
				<b>Check Total:</b>	<b>3,025.00</b>				
MW OH	EMPLOYMENT V000203	JUL-SEP UNEMPLOYMENT INS	404581-5155 Employee Insurance Claims	AP111323	5,267.00	L1415992912		00129220	11/15/2023
				<b>Check Total:</b>	<b>5,267.00</b>				
MW OH	ENTERPRISE FLEET V003312	NOV LEASE CHARGE	103041-6165 Vehicle Lease	AP111323	7,461.70	FBN4877616	P13005	00129221	11/15/2023
MW OH	ENTERPRISE FLEET V003312	NOV LEASE CHARGE	103042-6185 Construction Services	AP111323	7,461.71	FBN4877616	P13005	00129221	11/15/2023
				<b>Check Total:</b>	<b>14,923.41</b>				
MW OH	EPOWER NETWORK INC V011953	CH GENERATOR PREVENTIVE MAINT	03654-6137 Repair Maint/Equipment	AP111323	493.33	30913		00129222	11/15/2023
				<b>Check Total:</b>	<b>493.33</b>				

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	71.09	102-198141	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	15.99	102-198334	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	70.72	102-198391	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	67.58	102-198440	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	17.80	102-198443	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	168.83	102-198696	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	45.90	12-5584029	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	237.71	12-5585434	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	208.45	12-5590164	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	215.56	12-5594113	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	105.51	12-5595220	P13045	00129223	11/15/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP111323	2.33	12-5607167	P13045	00129223	11/15/2023
<b>Check Total:</b>					<b>1,227.47</b>				
MW OH	FIFTH AVENUE CLEANERS V010431	OCT PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP111323	1,116.95	OCTOBER 23		00129224	11/15/2023
MW OH	FIFTH AVENUE CLEANERS V010431	OCT PD DRY CLEANING SVS	763041-6360 Uniforms	AP111323	51.00	OCTOBER 23		00129224	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>1,167.95</b>				
MW OH	FOUNTAINHEAD V012624	SEP CONST MGMT SVS	697902-6760 / 697902-6760 Infrastructure - Parks	AP111323	12,846.00	2023-09-	P13030	00129225	11/15/2023
MW OH	FOUNTAINHEAD V012624	SEP CONST MGMT SVS	797902-6760 / 797902-6760 Infrastructure - Parks	AP111323	19,269.00	2023-09-	P13030	00129225	11/15/2023
				<b>Check Total:</b>	<b>32,115.00</b>				
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP111323	203.46	026073823		00129226	11/15/2023
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP111323	19.25	026080539		00129226	11/15/2023
MW OH	GALLS LLC V000438	PD BOOTS	103041-6360 Uniforms	AP111323	215.49	026089993		00129226	11/15/2023
				<b>Check Total:</b>	<b>438.20</b>				
MW OH	GLASBY MAINT. SUPPLY V000445	COJANITORIAL SUPPLIES	103654-6301 Special Department Expenses	AP111323	1,871.08	337687 A		00129227	11/15/2023
				<b>Check Total:</b>	<b>1,871.08</b>				
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	109595-6335 Water	AP111323	4,960.38	110823		00129228	11/15/2023
MW OH	GOLDEN STATE WATER V000928	SEP-OCT ELECTRIC CHARGES	296561-6335 Water	AP111323	2,707.51	110823		00129228	11/15/2023
				<b>Check Total:</b>	<b>7,667.89</b>				
MW OH	GONZALES, ANDREW A V010615	ICSC CONFERENCE MILEAGE	102531-6245 Meetings & Conferences	AP111323	128.05	110823		00129229	11/15/2023
				<b>Check Total:</b>	<b>128.05</b>				
MW OH	GUTIERREZ, BERENICE V012710	PARKING CITATION	100000-4410 City Ord Fines (Parking)	AP111323	47.00	CITE# 17007446		00129230	11/15/2023
				<b>Check Total:</b>	<b>47.00</b>				
MW OH	HELMS, CARLI	DISP. TRAINING MEALS, MILEAGE	101515-6250	AP111323	98.68	110623		00129231	11/15/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012709		Staff Training						
				<b>Check Total:</b>	<b>98.68</b>				
MW OH	HOUSTON & HARRIS PCS INC V010110	OCT SEWER LINE CLEANING/INSP	484356-6120 R & M/Sewer & Storm Drain	AP111323	34,537.18	23-25687	P13108	00129232	11/15/2023
				<b>Check Total:</b>	<b>34,537.18</b>				
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP111323	100.00	30-23-390		00129233	11/15/2023
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP111323	100.00	30-23-392		00129233	11/15/2023
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP111323	674.80	0013272613-001	P13097	00129234	11/15/2023
				<b>Check Total:</b>	<b>674.80</b>				
MW OH	INFRASTRUCTURE V012600	OCT PM SERVICES	331801-6740 / 331801-6740 Infrastructure - Streets	AP111323	11,181.74	439	P12987	00129235	11/15/2023
MW OH	INFRASTRUCTURE V012600	OCT PM SERVICES	713101-6750 / 713101-6750 Infrastructure - Sewer	AP111323	4,234.26	439	P12987	00129235	11/15/2023
				<b>Check Total:</b>	<b>15,416.00</b>				
MW OH	JACKED UP FITNESS V012693	PD GYM EQUIPMENT	503040-6301 / 233004-6301 Special Department Expenses	AP111323	4,888.87	D2735	P13217	00129236	11/15/2023
MW OH	JACKED UP FITNESS V012693	PD GYM EQUIPMENT	503040-6301 / 233004-6301 Special Department Expenses	AP111323	582.37	D2736	P13217	00129236	11/15/2023
				<b>Check Total:</b>	<b>5,471.24</b>				
MW OH	KIMLEY-HORN AND V012601	JUL DRAFT HOUSING ELEMENT PREP	749102-6017 / 749102-6017 Special Studies	AP111323	3,880.00	25484665	P13121	00129237	11/15/2023
MW OH	KIMLEY-HORN AND V012601	OCT DRAFT HOUSING ELEMENT SVS	749102-6017 / 749102-6017 Special Studies	AP111323	12,262.50	26330815	P13121	00129237	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>16,142.50</b>				
MW OH	KOA HILLS CONSULTING LLC V011519	00/2-11/2 CONSULTING SVS	102020-6099 Professional Services	AP111323	568.75	10217	P13026	00129238	11/15/2023
				<b>Check Total:</b>	<b>568.75</b>				
MW OH	KOSMONT TRANSACTIONS V011935	OCT PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP111323	2,010.24	2307.6-004	P13139	00129239	11/15/2023
				<b>Check Total:</b>	<b>2,010.24</b>				
MW OH	KUMAR, LALITA V012711	PARKING CITATION	100000-4410 City Ord Fines (Parking)	AP111323	43.00	CITE# 17006819		00129240	11/15/2023
				<b>Check Total:</b>	<b>43.00</b>				
MW OH	LEHR AUTO V009930	OUTFIT CHEVY BOLT	213041-6840 Machinery & Equipment	AP111323	4,007.83	S194221	P13208	00129241	11/15/2023
MW OH	LEHR AUTO V009930	OUTFIT CHEVY BOLT	213041-6840 Machinery & Equipment	AP111323	4,007.83	S194394	P13208	00129241	11/15/2023
MW OH	LEHR AUTO V009930	OUTFIT CHEVY BOLT	213041-6840 Machinery & Equipment	AP111323	4,007.83	S194572	P13208	00129241	11/15/2023
MW OH	LEHR AUTO V009930	OUTFIT CHEVY BOLT	213041-6840 Machinery & Equipment	AP111323	4,007.83	S195083	P13208	00129241	11/15/2023
				<b>Check Total:</b>	<b>16,031.32</b>				
MW OH	LETNER ROOFING CO. V012641	FIRE ST ROOF REPAIR MATERIALS	799800-6850 / 24501-6850 Building & Facilities	AP111323	57,614.17	64902	P13085	00129242	11/15/2023
				<b>Check Total:</b>	<b>57,614.17</b>				
MW OH	LN CURTIS & SONS V011267	EXPLORER UNIFORM	763041-6360 Uniforms	AP111323	1,031.90	INV760227		00129243	11/15/2023
MW OH	LN CURTIS & SONS V011267	PD EXPLORER UNIFORMS-	763041-6360 Uniforms	AP111323	891.52	INV760237		00129243	11/15/2023
MW OH	LN CURTIS & SONS V011267	PD EXPLORER UNIFORMS - ANTIMIE	763041-6360 Uniforms	AP111323	574.40	INV761606		00129243	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - MENDOZA	103041-6360 Uniforms	AP111323	172.71	INV757559	P13019	00129243	11/15/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - WAGONER	103041-6360 Uniforms	AP111323	662.07	INV759913	P13019	00129243	11/15/2023
<b>Check Total:</b>					<b>3,332.60</b>				
MW OH	LYNCH EMS V011542	NOV EMT SERVICE	101516-6290 Dept. Contract Services	AP111323	88,784.06	23-26690	P12935	00129244	11/15/2023
<b>Check Total:</b>					<b>88,784.06</b>				
MW OH	MCFADDEN ACCESSORIES V011821	PW STREETS SUPPLIES	103652-6301 Special Department Expenses	AP111323	19.61	529229/5		00129245	11/15/2023
<b>Check Total:</b>					<b>19.61</b>				
MW OH	MINUTEMAN PRESS- V007449	PRINTING PROGR - VETERANS DAY	103040-6230 Printing & Binding	AP111323	1,286.45	39387		00129246	11/15/2023
<b>Check Total:</b>					<b>1,286.45</b>				
MW OH	MS CONSTRUCTION V012613	CONSTRUCTION SVS	101206-6730 / 101206-6730 Improvements Othr Thn Bldgs	AP111323	109,250.00	PLS-01	P13003	00129247	11/15/2023
<b>Check Total:</b>					<b>109,250.00</b>				
MW OH	NAPA AUTO PARTS V011456	CITY VEHICLES REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP111323	46.27	109296		00129248	11/15/2023
MW OH	NAPA AUTO PARTS V011456	CITY VEHICLES REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP111323	24.77	109532		00129248	11/15/2023
MW OH	NAPA AUTO PARTS V011456	CITY VEHICLES REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP111323	73.28	109674		00129248	11/15/2023
MW OH	NAPA AUTO PARTS V011456	CITY VEHICLES REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP111323	116.35	109767		00129248	11/15/2023
<b>Check Total:</b>					<b>260.67</b>				
MW OH	NAPA AUTO PARTS V012662	CITY VEHICLE MAINTENANCE SUPPL	103658-6134 Vehicle Repair & Maintenance	AP111323	89.57	843789		00129249	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>89.57</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111323	44.08	70239		00129250	11/15/2023
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP111323	54.29	70304		00129250	11/15/2023
				<b>Check Total:</b>	<b>98.37</b>				
MW OH	ORANGE COUNTY V011002	SEP CAPACITY FACILITY CHARGE	100000-4364 Sanitation Collect Fees	AP111323	-111.50	11/07/2023		00129251	11/15/2023
MW OH	ORANGE COUNTY V011002	SEP CAPACITY FACILITY CHARGE	0044-2037 County Sanitation Dist Fee	AP111323	2,230.00	11/07/2023		00129251	11/15/2023
				<b>Check Total:</b>	<b>2,118.50</b>				
MW OH	ORANGE COUNTY V007306	JUL - SEP ANIMAL CARE SVS	103045-6280 Animal Control Services	AP111323	98,792.86	AC2490022	P12979	00129252	11/15/2023
				<b>Check Total:</b>	<b>98,792.86</b>				
MW OH	PACIFIC EMBROIDERY V008348	EMBROIDERY SVS - CODE ENF.	102533-6360 Uniforms	AP111323	60.00	90113		00129253	11/15/2023
				<b>Check Total:</b>	<b>60.00</b>				
MW OH	PARKHOUSE TIRE INC V004472	TIRES FOR CITY VEHICLES	103658-6134 Vehicle Repair & Maintenance	AP111323	799.61	1020273807		00129254	11/15/2023
MW OH	PARKHOUSE TIRE INC V004472	TIRES FOR CITY VEHICLES	103658-6134 Vehicle Repair & Maintenance	AP111323	1,096.02	102075698		00129254	11/15/2023
				<b>Check Total:</b>	<b>1,895.63</b>				
MW OH	PDAOC V011961	2023 HOLIDAY LUNCH REG.	102531-6245 Meetings & Conferences	AP111323	150.00	110623		00129255	11/15/2023
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	PLACENTIA YORBA LINDA V000794	LEARN TO SWIM FACILITY RENT	104071-6299 Other Purchased Services	AP111323	612.00	7476	P13215	00129256	11/15/2023
MW OH	PLACENTIA YORBA LINDA	LEARN TO SWIM FACILITY RENT	104071-6299	AP111323	502.00	7477	P13215	00129256	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000794		Other Purchased Services						
MW OH	PLACENTIA YORBA LINDA V000794	LEARN TO SWIM FACILITY RENT	104071-6299 Other Purchased Services	AP111323	2,259.00	7551	P13215	00129256	11/15/2023
MW OH	PLACENTIA YORBA LINDA V000794	LEARN TO SWIM FACILITY RENT	104071-6299 Other Purchased Services	AP111323	2,448.00	7552	P13215	00129256	11/15/2023
MW OH	PLACENTIA YORBA LINDA V000794	LEARN TO SWIM FACILITY RENT	104071-6299 Other Purchased Services	AP111323	713.00	7553	P13215	00129256	11/15/2023
MW OH	PLACENTIA YORBA LINDA V000794	LEARN TO SWIM FACILITY RENT	104071-6299 Other Purchased Services	AP111323	1,683.00	7732	P13215	00129256	11/15/2023
MW OH	PLACENTIA YORBA LINDA V000794	LEARN TO SWIM FACILITY RENT	104071-6299 Other Purchased Services	AP111323	1,255.00	7881	P13215	00129256	11/15/2023
				<b>Check Total:</b>	<b>9,472.00</b>				
MW OH	QUADIEN INC V012611	DEC PARCEL PENDING	103654-6301 Special Department Expenses	AP111323	136.86	60571965		00129257	11/15/2023
				<b>Check Total:</b>	<b>136.86</b>				
MW OH	QUADIEN LEASING USA INC V011416	AUG-NOV POSTAGE MACHINE LEASE	09595-6175 Office Equipment Rental	AP111323	1,736.43	Q1037078		00129258	11/15/2023
				<b>Check Total:</b>	<b>1,736.43</b>				
MW OH	SCA OF CA LLC V012501	OCT STREET SWEEPING	374386-6290 Dept. Contract Services	AP111323	14,073.54	2512102DS	P13119	00129259	11/15/2023
				<b>Check Total:</b>	<b>14,073.54</b>				
MW OH	SECO ELECTRIC & LIGHTING V010182	FD2 ELECTRICAL REPAIRS	103654-6130 Repair & Maint/Facilities	AP111323	1,146.06	8337		00129260	11/15/2023
				<b>Check Total:</b>	<b>1,146.06</b>				
MW OH	SO CAL GAS V000909	OCT GAS CHARGES	109595-6340 Natural Gas	AP111323	158.26	110823		00129261	11/15/2023
				<b>Check Total:</b>	<b>158.26</b>				
MW OH	SOUTHERN CALIFORNIA	SEP-OCT ELECTRIC CHARGES	800000-6330	AP111323	125.26	111323		00129262	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	286560-6330 Electricity	AP111323	48,903.23	111323		00129262	11/15/2023
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	296561-6330 Electricity	AP111323	13.06	111323		00129262	11/15/2023
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP111323	13.96	111323		00129262	11/15/2023
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP111323	41.28	111323		00129262	11/15/2023
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 Electricity	AP111323	6,256.39	111323		00129262	11/15/2023
<b>Check Total:</b>					<b>55,353.18</b>				
MW OH	STATER BROS MARKETS V002788	THANKSGIVING FOOD - GIFT CARDS	104071-6301 Special Department Expenses	AP111323	3,360.00	111623		00129263	11/15/2023
<b>Check Total:</b>					<b>3,360.00</b>				
MW OH	SVA ARCHITECTS INC. V012625	OCT ARCHITECTURAL/ ENG SVS	799800-6850 / 795208-6850 Building & Facilities	AP111323	4,907.72	61327	P13031	00129264	11/15/2023
MW OH	SVA ARCHITECTS INC. V012625	OCT ARCHITECTURAL/ ENG SVS	109800-6850 / 105208-6850 Building & Facilities	AP111323	5,108.03	61327	P13031	00129264	11/15/2023
<b>Check Total:</b>					<b>10,015.75</b>				
MW OH	T-MOBILE USA V009215	GPS TRACKING	103042-6290 Dept. Contract Services	AP111323	100.00	9549294062		00129265	11/15/2023
MW OH	T-MOBILE USA V009215	CELL PHONE TIMMIMG ADVANCE	103042-6290 Dept. Contract Services	AP111323	125.00	9549382576		00129265	11/15/2023
MW OH	T-MOBILE USA V009215	CELL PHONE TIMMIMG ADVANCE	103042-6290 Dept. Contract Services	AP111323	25.00	9549382577		00129265	11/15/2023
MW OH	T-MOBILE USA V009215	CELL PHONE TIMMIMG ADVANCE	103042-6290 Dept. Contract Services	AP111323	25.00	9549494958		00129265	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	T-MOBILE USA V009215	CELL PHONE TIMMIMG ADVANCE	103042-6290 Dept. Contract Services	AP111323	25.00	9549494959		00129265	11/15/2023
<b>Check Total:</b>					<b>300.00</b>				
MW OH	TAYLOR TENNIS COURTS INHANDBALL COURTS RESURFACING V012113		637304-6760 / 637304-6760 Infrastructure - Parks	AP111323	19,700.00	5823	P13213	00129266	11/15/2023
<b>Check Total:</b>					<b>19,700.00</b>				
MW OH	THE SAUCE CREATIVE V007476	TREE LIGHTING CEREMONY FLYER	104071-6230 / 79394-6230 Printing & Binding	AP111323	615.50	6525		00129267	11/15/2023
MW OH	THE SAUCE CREATIVE V007476	WAGNER PARK OPENING - FLYER	104071-6230 Printing & Binding	AP111323	552.50	6532		00129267	11/15/2023
MW OH	THE SAUCE CREATIVE V007476	INSTAGRAM POST FOR PYB	104071-6230 Printing & Binding	AP111323	75.00	6534		00129267	11/15/2023
<b>Check Total:</b>					<b>1,243.00</b>				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP111323	163.09	70306		00129268	11/15/2023
<b>Check Total:</b>					<b>163.09</b>				
MW OH	THOMSON REUTERS - WEST OCT PD SOFTWARE SVS V009649		103042-6290 Dept. Contract Services	AP111323	389.57	849210036		00129269	11/15/2023
<b>Check Total:</b>					<b>389.57</b>				
MW OH	TOTUM CORP V010229	OCT CONST. MANAGEMENT SVS	105213-6850 / 105213-6850 Building & Facilities	AP111323	20,871.25	206309	P13049	00129270	11/15/2023
<b>Check Total:</b>					<b>20,871.25</b>				
MW OH	TOWNSEND PUBLIC AFFAIRS NOV CONSULTING SVS V004165		101005-6001 Management Consulting Services	AP111323	5,500.00	20704	P12998	00129271	11/15/2023
<b>Check Total:</b>					<b>5,500.00</b>				
MW OH	TURBO DATA SYSTEMS INC OCT PARKING CITATION SVS V001238		103047-6290 Dept. Contract Services	AP111323	1,324.72	41466	P13052	00129272	11/15/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>1,324.72</b>				
MW OH	ULINE V006583	HEAVY DUTY STORAGE BOXES	103654-6301 Special Department Expenses	AP111323	399.84	169268687		00129273	11/15/2023
				<b>Check Total:</b>	<b>399.84</b>				
MW OH	UNDERGROUND SERVICE V010637	OCT CA STATE FEE REG COST	484356-6301 Special Department Expenses	AP111323	223.50	1020230535		00129274	11/15/2023
MW OH	UNDERGROUND SERVICE V010637	JUN DIG ALERT SERVICE	484356-6301 Special Department Expenses	AP111323	80.14	23-241503		00129274	11/15/2023
				<b>Check Total:</b>	<b>303.64</b>				
MW OH	UNIQUE PRINTING V010259	TC INFORMATION FORMS	103047-6230 Printing & Binding	AP111323	293.63	45350		00129275	11/15/2023
				<b>Check Total:</b>	<b>293.63</b>				
MW OH	VERIZON WIRELESS V010521	CELL PHONE SEARCH	103042-6290 Dept. Contract Services	AP111323	50.00	9022339693		00129276	11/15/2023
MW OH	VERIZON WIRELESS V010521	CELL PHONE SEARCH	103042-6290 Dept. Contract Services	AP111323	50.00	9022339695		00129276	11/15/2023
				<b>Check Total:</b>	<b>100.00</b>				
MW OH	VILLAPANDO, MADDIE V012507	OCT WALKING CHALLENGE WINNER	09595-6999 Other Expenditure	AP111323	150.00	11132023		00129277	11/15/2023
				<b>Check Total:</b>	<b>150.00</b>				
MW OH	WHITTAKER, LESLEY V010779	ICSC CONFERENCE MILEAGE	102531-6245 Meetings & Conferences	AP111323	128.05	110823		00129278	11/15/2023
				<b>Check Total:</b>	<b>128.05</b>				
MW OH	YORBA LINDA WATER V006633	OCT SEWER CHARGES	484356-6297 Billing Services	AP111323	1,068.33	556871		00129279	11/15/2023
				<b>Check Total:</b>	<b>1,068.33</b>				
MW OH	AFTERMATH SERVICES LLC	11/3 BIO-HAZARD CLEANING SVS	103043-6099	AP112023	400.00	JC2023-7227		00129280	11/21/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009949		Professional Services						
				<b>Check Total:</b>	<b>400.00</b>				
MW OH	ALLIANCE BUSINESS V011660	NOV FD FIBER LINES	109595-6215 Telephone/Internet	AP112023	1,430.93	3024865		00129281	11/21/2023
				<b>Check Total:</b>	<b>1,430.93</b>				
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6250 Staff Training	AP112023	216.11	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103067-6315 Office Supplies	AP112023	89.10	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103066-6315 Office Supplies	AP112023	323.04	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	D OFFICE SUPPLIES	103065-6315 Office Supplies	AP112023	178.23	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	D OFFICE SUPPLIES	103065-6301 Special Department Expenses	AP112023	857.13	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6301 Special Department Expenses	AP112023	699.66	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103067-6301 Special Department Expenses	AP112023	22.37	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	VEHICLE MAINT SUPPLIES	103066-6134 Vehicle Repair & Maintenance	AP112023	301.72	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	REPAIR & MAINTENANCE	103066-6137 Repair Maint/Equipment	AP112023	15.81	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	SMALL TOOLS	103066-6350 Small Tools/Equipment	AP112023	30.43	113R-GDR3-		00129282	11/21/2023
MW OH	AMAZON CAPITAL SERVICES V012336	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP112023	374.82	113R-GDR3-		00129282	11/21/2023
				<b>Check Total:</b>	<b>3,108.42</b>				

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT & T V008736	11/1-30 PD IMPOUND YARD INT	109595-6215 Telephone/Internet	AP112023	53.50	NOV 23.		00129283	11/21/2023
<b>Check Total:</b>					<b>53.50</b>				
MW OH	AT&T MOBILITY V011025	10/11-11/10 PW FIRSTNET SVS	109595-6215 Telephone/Internet	AP112023	1,443.72	22224845		00129284	11/21/2023
MW OH	AT&T MOBILITY V011025	10/11-11/10 CH FIRSTNET SVS	109595-6215 Telephone/Internet	AP112023	80.48	22224845		00129284	11/21/2023
MW OH	AT&T MOBILITY V011025	10/11-11/10 CS FIRSTNET SVS	109595-6215 Telephone/Internet	AP112023	400.73	22224845		00129284	11/21/2023
MW OH	AT&T MOBILITY V011025	10/11-11/10 PW OUTST FIRSTNET	109595-6215 Telephone/Internet	AP112023	40.24	22224845		00129284	11/21/2023
MW OH	AT&T MOBILITY V011025	10/16-11/13 FD FIRSTNET	109595-6215 Telephone/Internet	AP112023	369.84	22231753		00129284	11/21/2023
MW OH	AT&T MOBILITY V011025	10/16-11/13 PD FIRSTNET	109595-6215 Telephone/Internet	AP112023	4,386.82	22231753		00129284	11/21/2023
<b>Check Total:</b>					<b>6,721.83</b>				
MW OH	AUDI NORTH OC V012263	PCT PLACENTIA VH REBATE PROGR	101534-6363 Resident Vehicle Rebate Prog	AP112023	500.00	OCY, 2023		00129285	11/21/2023
<b>Check Total:</b>					<b>500.00</b>				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP112023	436.74	73827955	P13098	00129286	11/21/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP112023	433.59	73827956	P13098	00129286	11/21/2023
<b>Check Total:</b>					<b>870.33</b>				
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP112023	30,135.39	44661		00129287	11/21/2023
<b>Check Total:</b>					<b>30,135.39</b>				
MW OH	CHARTER COMMUNICATIONS	NOV GOMEZ CTR INTERNET	109595-6215	AP112023	54.37	12228860111012		00129288	11/21/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012060		Telephone/Internet						
				<b>Check Total:</b>	<b>54.37</b>				
MW OH	CITY OF LA HABRA V000600	FY 2022/23 COURT LIAISON SVS	103043-6290 Dept. Contract Services	AP112023	40,015.00	LH 23-301-AR	P13238	00129289	11/21/2023
				<b>Check Total:</b>	<b>40,015.00</b>				
MW OH	COLLINS + COLLINS LLP V011980	LITIGATION SEVICES	404582-6006 Litigation	AP112023	1,203.90	4361124		00129290	11/21/2023
				<b>Check Total:</b>	<b>1,203.90</b>				
MW OH	COLLINS + COLLINS LLP V011980	LITIGATION SERVICES	404582-6006 Litigation	AP112023	1,588.50	4363375		00129291	11/21/2023
				<b>Check Total:</b>	<b>1,588.50</b>				
MW OH	COMBINED SYSTEMS INC V012712	SMOKE CANISTERS FOR SWAT	103041-6301 Special Department Expenses	AP112023	1,054.18	INV2303418		00129292	11/21/2023
				<b>Check Total:</b>	<b>1,054.18</b>				
MW OH	COMLOCK V003166	10/12 DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP112023	137.92	845714		00129293	11/21/2023
MW OH	COMLOCK V003166	10/30 DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP112023	7.65	845741		00129293	11/21/2023
				<b>Check Total:</b>	<b>145.57</b>				
MW OH	COUNTY OF ORANGE V007152	2023/24 PROPERTY TAX PMT	484356-6122 Sewer User Fees	AP112023	3,004.66	2023-24-2		00129294	11/21/2023
				<b>Check Total:</b>	<b>3,004.66</b>				
MW OH	DEPARTMENT OF JUSTICE V000213	OCT LIVESCAN PROCESSING	101512-6099 Professional Services	AP112023	32.00	693596		00129295	11/21/2023
MW OH	DEPARTMENT OF JUSTICE V000213	OCT LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP112023	160.00	693596		00129295	11/21/2023
MW OH	DEPARTMENT OF JUSTICE	OCT LIVESCAN PROCESSING	0044-2054	AP112023	49.00	693596		00129295	11/21/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000213		FBI Livescan						
				<b>Check Total:</b>	<b>241.00</b>				
MW OH	DLW CONSULTING & V011427	9/27 BACKGROUND SVS	103066-6295 City Admin Services	AP112023	500.00	PFLS 2023-10	P12996	00129296	11/21/2023
MW OH	DLW CONSULTING & V011427	10/05 BACKGROUND SVS	103066-6295 City Admin Services	AP112023	1,800.00	PFLS 2023-12	P12996	00129296	11/21/2023
MW OH	DLW CONSULTING & V011427	10/09 BACKGROUND SVS	103066-6295 City Admin Services	AP112023	1,800.00	PFLS 2023-13	P12996	00129296	11/21/2023
				<b>Check Total:</b>	<b>4,100.00</b>				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112023	78.74	282837		00129297	11/21/2023
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112023	130.39	282911		00129297	11/21/2023
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112023	171.96	283044		00129297	11/21/2023
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112023	74.06	283092		00129297	11/21/2023
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112023	278.75	C12459		00129297	11/21/2023
				<b>Check Total:</b>	<b>733.90</b>				
MW OH	FIREFIGHTERS SAFETY V011346	WILDLAND BOOTS	103066-6361 Personal Protection Equipment	AP112023	1,704.66	29502	P13224	00129298	11/21/2023
MW OH	FIREFIGHTERS SAFETY V011346	DUTY UNIFORMS	103066-6360 Uniforms	AP112023	832.91	29502	P13224	00129298	11/21/2023
				<b>Check Total:</b>	<b>2,537.57</b>				
MW OH	FM THOMAS AIR V010634	HVAC SVS FOR PARK FACILITIES	104076-6099 Professional Services	AP112023	1,079.00	45684		00129299	11/21/2023
				<b>Check Total:</b>	<b>1,079.00</b>				

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FRANCHISE TAX BOARD V000404	FTB PE 11/11 PD 11/17	0010-2196 Garnishments W/H	AP112023	7.73	PR2301023		00129300	11/21/2023
<b>Check Total:</b>					<b>7.73</b>				
MW OH	GOLDEN STATE WATER V000928	OCT- NOV WATER CHARGES	109595-6335 Water	AP112023	1,241.10	111623		00129301	11/21/2023
MW OH	GOLDEN STATE WATER V000928	OCT- NOV WATER CHARGES	296561-6335 Water	AP112023	4,508.31	111623		00129301	11/21/2023
<b>Check Total:</b>					<b>5,749.41</b>				
MW OH	HASA INC V005203	FLOW METER REPAIR	104076-6130 Repair & Maint/Facilities	AP112023	423.48	921305		00129302	11/21/2023
MW OH	HASA INC V005203	GOMEZ POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP112023	2,001.81	929359	P13146	00129302	11/21/2023
<b>Check Total:</b>					<b>2,425.29</b>				
MW OH	HEALTHPOINTE MEDICAL V010713	PREEMPLOYMENT SCREENINGS	101512-6099 Professional Services	AP112023	1,907.00	30601-4159534		00129303	11/21/2023
<b>Check Total:</b>					<b>1,907.00</b>				
MW OH	HF&H CONSULTANTS LLC V010575	SEP SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP112023	530.50	9720628	P13109	00129304	11/21/2023
<b>Check Total:</b>					<b>530.50</b>				
MW OH	HIRSCH PIPE AND SUPPLY V004494	KOCH PARK IRRIGATION SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP112023	82.28	9185126		00129305	11/21/2023
<b>Check Total:</b>					<b>82.28</b>				
MW OH	HR GREEN PACIFIC INC V010735	OCT ENG & LANDSCAPE DESIGN	799202-6770 / 229999-6770 Infrastructure - Major Studies	AP112023	10,143.23	168786	P13078	00129306	11/21/2023
MW OH	HR GREEN PACIFIC INC V010735	OCT ENG & LANDSCAPE DESIGN	109202-6770 / 229999-6770 Infrastructure - Major Studies	AP112023	10,406.27	168786	P13078	00129306	11/21/2023
<b>Check Total:</b>					<b>20,549.50</b>				
MW OH	JOHN HANCOCK USA-PARS	PARS FT-ER PE 11/11 PD 11/17	0010-2131	AP112023	675.91	PR2301023		00129307	11/21/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 11/11 PD 11/17	0010-2131 Employer PARS/ARS Payable	AP112023	917.82	PR2301023		00129307	11/21/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 11/11 PD 11/17	0010-2131 Employer PARS/ARS Payable	AP112023	848.39	PR2301023		00129307	11/21/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 11/11 PD 11/17	0029-2131 Employer PARS/ARS Payable	AP112023	19.45	PR2301023		00129307	11/21/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 11/11 PD 11/17	0037-2131 Employer PARS/ARS Payable	AP112023	236.52	PR2301023		00129307	11/21/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 11/11 PD 11/17	0037-2131 Employer PARS/ARS Payable	AP112023	76.48	PR2301023		00129307	11/21/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 11/11 PD 11/17	0048-2131 Employer PARS/ARS Payable	AP112023	112.36	PR2301023		00129307	11/21/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 11/11 PD 11/17	0048-2131 Employer PARS/ARS Payable	AP112023	54.63	PR2301023		00129307	11/21/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 11/11 PD 11/17	0054-2131 Employer PARS/ARS Payable	AP112023	43.71	PR2301023		00129307	11/21/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 11/11 PD 11/17	0054-2131 Employer PARS/ARS Payable	AP112023	4.91	PR2301023		00129307	11/21/2023
				<b>Check Total:</b>	<b>2,990.18</b>				
MW OH	KOSMONT REALTY CORP V009555	PROFESSIONAL SVS	682534-6099 Professional Services	AP112023	2,332.20	2308.1-002	P13223	00129308	11/21/2023
				<b>Check Total:</b>	<b>2,332.20</b>				
MW OH	LSA ASSOCIATES INC. V000604	OCT - TOD REZONING	742531-6099 Professional Services	AP112023	10,170.25	190877	P13159	00129309	11/21/2023
				<b>Check Total:</b>	<b>10,170.25</b>				
MW OH	MARK COMPANY V012657	OCT CONSTRUCTION SVS	799800-6740 / 24101-6740 Infrastructure - Streets	AP112023	8,424.31	35447	P13123	00129310	11/21/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MARK COMPANY V012657	OCT CONSTRUCTION SVS	719800-6740 / 24101-6740 Infrastructure - Streets	AP112023	213,489.99	35447	P13123	00129310	11/21/2023
					<b>Check Total:</b>	<b>221,914.30</b>			
MW OH	MUNICIPAL EMERGENCY V011423	PERSONAL PROTECTIVE EQUIPMENT	T03066-6361 Personal Protection Equipment	AP112023	13,506.55	IN1958938	P12988	00129311	11/21/2023
					<b>Check Total:</b>	<b>13,506.55</b>			
MW OH	MURPHY, RYAN V012004	HEAVY EQ TRAINING CERT - REIMB	103066-6250 Staff Training	AP112023	292.13	0000088		00129312	11/21/2023
					<b>Check Total:</b>	<b>292.13</b>			
MW OH	NIXON, CAROLE V006528	HERITAGE FEST SUPPLIES REIMB.	104078-6301 Special Department Expenses	AP112023	272.64	11/13/2023		00129313	11/21/2023
					<b>Check Total:</b>	<b>272.64</b>			
MW OH	ORANGE COUNTY V000699	PE 11/11 PD 11/17	0054-2176 PCEA/OCEA Assoc Dues	AP112023	0.35	PR2301023		00129314	11/21/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 11/11 PD 11/17	0010-2176 PCEA/OCEA Assoc Dues	AP112023	482.41	PR2301023		00129314	11/21/2023
MW OH	ORANGE COUNTY V000699	PE 11/11 PD 11/17	0029-2176 PCEA/OCEA Assoc Dues	AP112023	8.81	PR2301023		00129314	11/21/2023
MW OH	ORANGE COUNTY V000699	PE 11/11 PD 11/17	0048-2176 PCEA/OCEA Assoc Dues	AP112023	13.27	PR2301023		00129314	11/21/2023
MW OH	ORANGE COUNTY V000699	PE 11/11 PD 11/17	0033-2176 PCEA/OCEA Assoc Dues	AP112023	11.55	PR2301023		00129314	11/21/2023
MW OH	ORANGE COUNTY V000699	PE 11/11 PD 11/17	0037-2176 PCEA/OCEA Assoc Dues	AP112023	14.91	PR2301023		00129314	11/21/2023
					<b>Check Total:</b>	<b>531.30</b>			
MW OH	PARSAC V012518	LITIGATION FEES	404582-6006 Litigation	AP112023	9,773.05	102523		00129315	11/21/2023
					<b>Check Total:</b>	<b>9,773.05</b>			

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 11/11 PD 11/17	0037-2176 PCEA/OCEA Assoc Dues	AP112023	1.29	PR2301023		00129316	11/21/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 11/11 PD 11/17	0010-2176 PCEA/OCEA Assoc Dues	AP112023	41.78	PR2301023		00129316	11/21/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 11/11 PD 11/17	0029-2176 PCEA/OCEA Assoc Dues	AP112023	0.76	PR2301023		00129316	11/21/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 11/11 PD 11/17	0033-2176 PCEA/OCEA Assoc Dues	AP112023	1.00	PR2301023		00129316	11/21/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 11/11 PD 11/17	0054-2176 PCEA/OCEA Assoc Dues	AP112023	0.03	PR2301023		00129316	11/21/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 11/11 PD 11/17	0048-2176 PCEA/OCEA Assoc Dues	AP112023	1.14	PR2301023		00129316	11/21/2023
<b>Check Total:</b>					<b>46.00</b>				
MW OH	PETE'S ROAD SERVICE INC V000767	FIRE TRUCK TIRE REPLACEMENT	103066-6134 Vehicle Repair & Maintenance	AP112023	1,732.84	23-0715821-00		00129317	11/21/2023
<b>Check Total:</b>					<b>1,732.84</b>				
MW OH	POLEZHAEV, KATE V012708	MMASC CONF MILEAGE	103550-6245 Meetings & Conferences	AP112023	41.83	11/08/23		00129318	11/21/2023
<b>Check Total:</b>					<b>41.83</b>				
MW OH	PRUDENTIAL OVERALL V000836	10/25 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP112023	152.18	62856706	P12973	00129319	11/21/2023
MW OH	PRUDENTIAL OVERALL V000836	11/01 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP112023	154.38	62858731	P12973	00129319	11/21/2023
<b>Check Total:</b>					<b>306.56</b>				
MW OH	PSYCHOLOGICAL V009259	PRE-EMPLOYMENT PSYCH EVAL	101512-6099 Professional Services	AP112023	1,040.00	526734		00129320	11/21/2023
<b>Check Total:</b>					<b>1,040.00</b>				
MW OH	QUALITY AUTO GLASS	WINSHIELD REPL 2022 VOLKSWAGEN	03658-6134	AP112023	867.52	16032		00129321	11/21/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V002245		Vehicle Repair & Maintenance						
				<b>Check Total:</b>	<b>867.52</b>				
MW OH	RHA LANDSCAPE V011993	8/26-9/23 LA PLACITA PARKETTE	507911-6760 / 507911-6760 Infrastructure - Parks	AP112023	2,035.00	0902354	P13100	00129322	11/21/2023
				<b>Check Total:</b>	<b>2,035.00</b>				
MW OH	SECO ELECTRIC & LIGHTING V010182	LIGHT FIXTURES	104076-6141 Repair/Maint - Park Lights	AP112023	387.19	8336		00129323	11/21/2023
				<b>Check Total:</b>	<b>387.19</b>				
MW OH	SO CAL LAND MAINTENANCE V011102	SEP PARK LANDSC. MAINT.	104076-6139 Repair/Maint - Parks & Fields	AP112023	30,000.00	10802	P13218	00129324	11/21/2023
MW OH	SO CAL LAND MAINTENANCE V011102	JUL - ADDTL MOW	104076-6139 Repair/Maint - Parks & Fields	AP112023	3,520.00	10911	P13226	00129324	11/21/2023
				<b>Check Total:</b>	<b>33,520.00</b>				
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	296561-6330 Electricity	AP112023	146.96	111623		00129325	11/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 Electricity	AP112023	18,154.85	111623		00129325	11/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP112023	81.33	111623		00129325	11/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP112023	180.50	111623		00129325	11/21/2023
				<b>Check Total:</b>	<b>18,563.64</b>				
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELETRIC CHARGES	109595-6330 Electricity	AP112023	31,949.57	082223B		00129326	11/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELETRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP112023	76.47	082223B		00129326	11/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELETRIC CHARGES	800000-6330 Electricity	AP112023	71.14	082223B		00129326	11/21/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELETRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP112023	17.57	082223B		00129326	11/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELETRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP112023	177.57	082223B		00129326	11/21/2023
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELETRIC CHARGES	296561-6330 Electricity	AP112023	308.53	082223B		00129326	11/21/2023
<b>Check Total:</b>					<b>32,600.85</b>				
MW OH	THOMPSON, DANIEL J V011347	11/30 SANTA SERVICES	104071-6099 / 79394-6099 Professional Services	AP112023	525.00	113020231830		00129327	11/21/2023
<b>Check Total:</b>					<b>525.00</b>				
MW OH	THOMPSON, DANIEL J V011347	12/22 SANTA SERVICES	104079-6299 Other Purchased Services	AP112023	375.00	1222023100		00129328	11/21/2023
<b>Check Total:</b>					<b>375.00</b>				
MW OH	THOMPSON, DANIEL J V011347	12/9 SANTA SERVICES	104079-6299 Other Purchased Services	AP112023	525.00	120920231200		00129329	11/21/2023
<b>Check Total:</b>					<b>525.00</b>				
MW OH	THOMPSON, DANIEL J V011347	12/15 SANTA SERVICES	104074-6401 Community Programs	AP112023	275.00	121520231900		00129330	11/21/2023
<b>Check Total:</b>					<b>275.00</b>				
MW OH	TRUIST GOVERNMENTAL V012073	GAS TAX REVENUE BONDS	525525-6905 Principal/Bonds/COP's/Leases	AP112023	179,000.00	11/06/2023		00129331	11/21/2023
MW OH	TRUIST GOVERNMENTAL V012073	GAS TAX REVENUE BONDS	525525-6915 Interest/Bonds/COP's/Leases	AP112023	21,870.76	11/06/2023		00129331	11/21/2023
<b>Check Total:</b>					<b>200,870.76</b>				
MW OH	UNITED RENTALS NORTH V001082	CONCRETE MIXER RENTAL	103652-6170 Equipment & Tool Rental	AP112023	289.76	226131722-001		00129332	11/21/2023
<b>Check Total:</b>					<b>289.76</b>				
MW OH	US BANK PARS #6746022400	PARS PT-EE/ER PE11/11 PD11/17	0010-2131	AP112023	1,666.86	PR2301023		00129333	11/21/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008781		Employer PARS/ARS Payable						
MW OH	US BANK PARS #6746022400 V008781	PARS PT-EE/ER PE11/11 PD11/17	0010-2126 Employee PARS/ARS W/H	AP112023	1,666.86	PR2301023		00129333	11/21/2023
				<b>Check Total:</b>	<b>3,333.72</b>				
MW OH	WELLS FARGO VENDOR FIN V010076	11/15-12/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP112023	188.36	5027308421		00129334	11/21/2023
MW OH	WELLS FARGO VENDOR FIN V010076	11/15-12/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP112023	255.47	5027308422		00129334	11/21/2023
MW OH	WELLS FARGO VENDOR FIN V010076	11/15-12/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP112023	79.39	5027308424		00129334	11/21/2023
				<b>Check Total:</b>	<b>523.22</b>				
MW OH	YORBA LINDA WATER V001148	SEP-OCT WATER CHARGES	109595-6335 Water	AP112023	264.62	111623		00129335	11/21/2023
				<b>Check Total:</b>	<b>264.62</b>				
MW OH	COMMERCIAL COOLING V011976	CONDENSING UNIT & EVAP. COIL	109800-6850 / 105213-6850 Building & Facilities	AP112123	5,914.91	PN23-522	P13234	00129336	11/27/2023
MW OH	COMMERCIAL COOLING V011976	4 YR WARRANTY	109800-6850 / 105213-6850 Building & Facilities	AP112123	555.00	PN23-522	P13234	00129336	11/27/2023
				<b>Check Total:</b>	<b>6,469.91</b>				
MW OH	GODDARD, CHRISTINA V012690	FINAL SETTLEMENT PAYMENT	404582-6201 Liability Insurance Premiums	AP112123	8,251.00	11/21/2023		00129337	11/27/2023
				<b>Check Total:</b>	<b>8,251.00</b>				
MW OH	ADMINSURE V004980	OCT WC ADMINISTRATION	404580-6025 Third Party Administration	AP112723	5,328.00	16541	P13104	00129338	11/30/2023
				<b>Check Total:</b>	<b>5,328.00</b>				
MW OH	AGUIRRE, JUNIOR JAVIER V012713	DAMAGE DEPOSIT REFUND R3412	104071-4385 Facility Rental	AP112723	158.00	2003746.002		00129339	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>158.00</b>				
MW OH	AMAZON CAPITAL SERVICES V012336	WATER DISP., WATER REFILL ST.	833593-6301 Special Department Expenses	AP112723	2,132.84	1N9K-1JLR-		00129340	11/30/2023
				<b>Check Total:</b>	<b>2,132.84</b>				
MW OH	AMTECH ELEVATOR V012616	OCT ELEVATOR MAINTENANCE SVS	103654-6290 Dept. Contract Services	AP112723	356.00	151401357648	P13013	00129341	11/30/2023
				<b>Check Total:</b>	<b>356.00</b>				
MW OH	AT & T V008736	11/9-12/8 FD STA2 INTERNET SVS	109595-6215 Telephone/Internet	AP112723	95.59	FD STA 2 NOV		00129342	11/30/2023
MW OH	AT & T V008736	11/13-12/12 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP112723	63.49	KP NOV 23		00129342	11/30/2023
				<b>Check Total:</b>	<b>159.08</b>				
MW OH	AT & T MOBILITY V008709	NOV IPAD CHARGES	109595-6215 Telephone/Internet	AP112723	568.03	X11152023		00129343	11/30/2023
				<b>Check Total:</b>	<b>568.03</b>				
MW OH	AT&T V004144	OCT PHONE CHARGES	296561-6215 Telephone/Internet	AP112723	115.56	111623		00129344	11/30/2023
MW OH	AT&T V004144	OCT PHONE CHARGES	109595-6215 Telephone/Internet	AP112723	693.20	111623		00129344	11/30/2023
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	109595-6215 Telephone/Internet	AP112723	6,228.06	112423		00129344	11/30/2023
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	296561-6215 Telephone/Internet	AP112723	1,341.39	112423		00129344	11/30/2023
				<b>Check Total:</b>	<b>8,378.21</b>				
MW OH	BADGE FRAME INC V010144	PD ORGANIZATION CHART NAMES	103040-6301 Special Department Expenses	AP112723	43.00	014594		00129345	11/30/2023
				<b>Check Total:</b>	<b>43.00</b>				
MW OH	BAKER ELECTRIC INC	TS CONSTRUCTION SVS	332908-6741 / 332908-6741	AP112723	2,012.00	49089	P13118	00129346	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012066		Infrastructure - Traffic						
MW OH	BAKER ELECTRIC INC V012066	RETENTION	332908-6741 / 332908-6741 Infrastructure - Traffic	AP112723	66,435.59	8R2-A	P13118	00129346	11/30/2023
				<b>Check Total:</b>	<b>68,447.59</b>				
MW OH	BIGGS CARDOSA V010461	OCT ENGINEERING SVS	331801-6740 / 331801-6740 Infrastructure - Streets	AP112723	19,365.05	87532	P13072	00129347	11/30/2023
				<b>Check Total:</b>	<b>19,365.05</b>				
MW OH	BUCKNAM INFRASTRUCTURE V012179	REP PMP ASSESSMENT	173590-6099 Professional Services	AP112723	1,904.00	382-02.01	P13230	00129348	11/30/2023
MW OH	BUCKNAM INFRASTRUCTURE V012179	OCT PMP ASSESSMENT	173590-6099 Professional Services	AP112723	1,642.75	382-02.02	P13230	00129348	11/30/2023
				<b>Check Total:</b>	<b>3,546.75</b>				
MW OH	CALIFORNIA PARK & V000174	MEMBERSHIP RENEWAL	104070-6255 Dues & Memberships	AP112723	170.00	ID: 016583		00129349	11/30/2023
				<b>Check Total:</b>	<b>170.00</b>				
MW OH	CANON FINANCIAL SERVICES V008979	SOV D. MCLAREN COPIER SVS	109595-6175 Office Equipment Rental	AP112723	123.97	31570759		00129350	11/30/2023
				<b>Check Total:</b>	<b>123.97</b>				
MW OH	CARL WARREN & CO V008011	NOV PROFESSIONAL SVS	404582-6025 Third Party Administration	AP112723	1,710.00	CWC-2038281		00129351	11/30/2023
				<b>Check Total:</b>	<b>1,710.00</b>				
MW OH	CCP INDUSTRIES INC V010526	PW SUPPLIES	103654-6301 Special Department Expenses	AP112723	172.35	IN03393673		00129352	11/30/2023
MW OH	CCP INDUSTRIES INC V010526	PW SUPPLIES	103654-6301 Special Department Expenses	AP112723	129.06	IN03393855		00129352	11/30/2023
				<b>Check Total:</b>	<b>301.41</b>				
MW OH	CHARTER COMMUNICATIONS	11/14-12/13 PD FIBER INTERNET	109595-6215	AP112723	619.00	0528002111423		00129353	11/30/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS/16-12/15 NAV CTR INTERNET V004450		109595-6215 Telephone/Internet	AP112723	118.99	0570178111623		00129353	11/30/2023
MW OH	CHARTER COMMUNICATIONS/14-12-13 NEIGHBORHOOD INT. V004450		109595-6215 Telephone/Internet	AP112723	129.99	0619546111423		00129353	11/30/2023
MW OH	CHARTER COMMUNICATIONS/12-12/11 BACKS BLDG INT. V004450		109595-6215 Telephone/Internet	AP112723	299.98	0629685111223		00129353	11/30/2023
<b>Check Total:</b>					<b>1,167.96</b>				
MW OH	CICCS/EAP V012670	SEP EAP	395083-5199 Other Employee Benefits	AP112723	427.80	2023-2		00129354	11/30/2023
MW OH	CICCS/EAP V012670	OCT EAP	395083-5199 Other Employee Benefits	AP112723	427.80	2023-3		00129354	11/30/2023
<b>Check Total:</b>					<b>855.60</b>				
MW OH	COASTLINE POOLS & V012716	PERMIT B23-2340 REFUND	0044-2030 Strong Motion Fees/Res.	AP112723	5.85	11/16/2023		00129355	11/30/2023
<b>Check Total:</b>					<b>5.85</b>				
MW OH	COMLOCK V003166	CH DOOR REPAIR SVS	103654-6130 Repair & Maint/Facilities	AP112723	324.84	847616		00129356	11/30/2023
MW OH	COMLOCK V003166	CH DOOR REPAIR MATERIALS	103654-6130 Repair & Maint/Facilities	AP112723	178.87	847620		00129356	11/30/2023
<b>Check Total:</b>					<b>503.71</b>				
MW OH	CORELOGIC SPATIAL V010428	NOV SPATIAL RECORD UTILITIES	101523-6136 Software Maintenance	AP112723	265.09	518924		00129357	11/30/2023
<b>Check Total:</b>					<b>265.09</b>				
MW OH	COUNTY OF ORANGE V008881	NOV OCATS CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP112723	1,104.51	SH 66913	P13022	00129358	11/30/2023
<b>Check Total:</b>					<b>1,104.51</b>				
MW OH	CROCKER, KAREN	TRAVEL EXPENSES	104070-6245	AP112723	175.90	092823		00129359	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012506		Meetings & Conferences						
				<b>Check Total:</b>	<b>175.90</b>				
MW OH	DATA TICKET INC. V006119	OCT CITATION PROCESSING	102533-6290 Dept. Contract Services	AP112723	2,090.90	157779	P13114	00129360	11/30/2023
				<b>Check Total:</b>	<b>2,090.90</b>				
MW OH	DENNIS GRUBB & V012137	FD 11/1-16 PLAN CHECK	103066-6290 Dept. Contract Services	AP112723	2,310.00	002-30095	P12990	00129361	11/30/2023
				<b>Check Total:</b>	<b>2,310.00</b>				
MW OH	DIAMOND ENVIRONMENTAL V004152	11/3-6 RESTROOM/HAND WASH RENT	104074-6401 Community Programs	AP112723	441.40	0004995537		00129362	11/30/2023
MW OH	DIAMOND ENVIRONMENTAL V004152	RESTROOMS/SINKS RENTAL	104078-6299 Other Purchased Services	AP112723	7,868.95	0004970683	P13182	00129362	11/30/2023
MW OH	DIAMOND ENVIRONMENTAL V004152	RESTROOMS/SINKS RENTAL	104078-6299 Other Purchased Services	AP112723	604.15	0004970683	P13182	00129362	11/30/2023
				<b>Check Total:</b>	<b>8,914.50</b>				
MW OH	DIAMONDS SPORTS FIELD V011978	5/12-19 FIELD MAINTENANCE	104076-6139 Repair/Maint - Parks & Fields	AP112723	1,200.00	6190	P13235	00129363	11/30/2023
MW OH	DIAMONDS SPORTS FIELD V011978	AUG-SEP FIELD MAINTENANCE	104076-6139 Repair/Maint - Parks & Fields	AP112723	5,700.00	6280	P13235	00129363	11/30/2023
				<b>Check Total:</b>	<b>6,900.00</b>				
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	18.62	102-198700	P13045	00129364	11/30/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	60.25	102-198860	P13045	00129364	11/30/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	8.89	102-199197	P13045	00129364	11/30/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	126.95	102-199409	P13045	00129364	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	69.56	102-199448	P13045	00129364	11/30/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	39.40	102-199581	P13045	00129364	11/30/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	61.14	12-5608721	P13045	00129364	11/30/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	67.14	12-5612047	P13045	00129364	11/30/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	34.79	12-5622335	P13045	00129364	11/30/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	47.19	164-298600	P13045	00129364	11/30/2023
<b>Check Total:</b>					<b>533.93</b>				
MW OH	FAIRWAY FORD V000376	CITY VEHICLE REPAIRS - PARTS	103658-6134 Vehicle Repair & Maintenance	AP112723	136.67	283346		00129365	11/30/2023
MW OH	FAIRWAY FORD V000376	CITY VEHICLE REPAIRS - PARTS	103658-6134 Vehicle Repair & Maintenance	AP112723	191.40	283364		00129365	11/30/2023
MW OH	FAIRWAY FORD V000376	CITY VEHICLE REPAIRS - PARTS	103658-6134 Vehicle Repair & Maintenance	AP112723	74.06	283377		00129365	11/30/2023
MW OH	FAIRWAY FORD V000376	CITY VEHICLE REPAIRS - PARTS	103658-6134 Vehicle Repair & Maintenance	AP112723	129.92	283417		00129365	11/30/2023
<b>Check Total:</b>					<b>532.05</b>				
MW OH	FASTSIGNS V007748	NON-GLARE ACRYLIC EVAC MAPS	101514-6301 Special Department Expenses	AP112723	510.48	261-18079		00129366	11/30/2023
<b>Check Total:</b>					<b>510.48</b>				
MW OH	FOSTER MORRISON V012475	OCT CONSULTING SVS	799203-6770 / 799203-6770 Infrastructure - Major Studies	AP112723	5,256.52	IN9-23-4001	P13053	00129367	11/30/2023
<b>Check Total:</b>					<b>5,256.52</b>				

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GARDNER POOL COMPANY V012717	PERMIT B23-2459 REFUND	0044-2030 Strong Motion Fees/Res.	AP112723	8.40	11/16/2023		00129368	11/30/2023
<b>Check Total:</b>					<b>8.40</b>				
MW OH	GILLIS, JOSEPH V008160	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP112723	226.02	GILLIS112723		00129369	11/30/2023
<b>Check Total:</b>					<b>226.02</b>				
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	109595-6335 Water	AP112723	2,163.98	112123		00129370	11/30/2023
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	296561-6335 Water	AP112723	78.86	112123		00129370	11/30/2023
<b>Check Total:</b>					<b>2,242.84</b>				
MW OH	GST GOLDEN STAR V009410	ELECTRIC RACKS PDU FOR SERVER	799800-6780 / 241503-6780 Infrastructure- Network/Server	AP112723	1,176.76	INV91924		00129371	11/30/2023
MW OH	GST GOLDEN STAR V009410	HP 1000BASE T SFP MODULE	799800-6780 / 241501-6780 Infrastructure- Network/Server	AP112723	4,016.62	INV94288	P13170	00129371	11/30/2023
<b>Check Total:</b>					<b>5,193.38</b>				
MW OH	H&S ENERGY LLC V010680	SEP CAR WASH SVS	103658-6142 Vehicle Detailing	AP112723	455.00	100423	P13187	00129372	11/30/2023
MW OH	H&S ENERGY LLC V010680	OCT CAR WASH SVS	103658-6142 Vehicle Detailing	AP112723	868.00	111323	P13187	00129372	11/30/2023
<b>Check Total:</b>					<b>1,323.00</b>				
MW OH	HASA INC V005203	SEP FOUNTAIN MAINT.	103654-6290 Dept. Contract Services	AP112723	291.20	9217666	P13046	00129373	11/30/2023
MW OH	HASA INC V005203	SEP FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP112723	408.80	9217666	P13046	00129373	11/30/2023
MW OH	HASA INC V005203	OCT FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP112723	291.20	928175	P13046	00129373	11/30/2023
MW OH	HASA INC	OCT FOUNTAIN MAINT.	103654-6290	AP112723	408.80	928175	P13046	00129373	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005203		Dept. Contract Services						
MW OH	HASA INC V005203	JUL WHITTEN POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP112723	2,935.00	905950	P13146	00129373	11/30/2023
MW OH	HASA INC V005203	AUG WHITTEN POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP112723	2,600.00	915128	P13146	00129373	11/30/2023
<b>Check Total:</b>					<b>6,935.00</b>				
MW OH	HELPING OUR PETS V012275	4/2-6 K9 BOARDING - KYRA	103041-6301 Special Department Expenses	AP112723	280.00	27861		00129374	11/30/2023
MW OH	HELPING OUR PETS V012275	1/19-22 K9 BOARDING - CHAMP	103041-6301 Special Department Expenses	AP112723	210.00	36450		00129374	11/30/2023
MW OH	HELPING OUR PETS V012275	1/19-30 K9 BOARDING - CHAMP	103041-6301 Special Department Expenses	AP112723	50.00	36812		00129374	11/30/2023
MW OH	HELPING OUR PETS V012275	2/20-2/23 K9 BOARDING - KYRA	103041-6301 Special Department Expenses	AP112723	210.00	37205		00129374	11/30/2023
MW OH	HELPING OUR PETS V012275	4/12-17 K9 BOARDING - KYRA	103041-6301 Special Department Expenses	AP112723	350.00	38073		00129374	11/30/2023
<b>Check Total:</b>					<b>1,100.00</b>				
MW OH	HERC RENTALS INC V010786	HERITAGE FEST - GENERATOR RENT	104078-6299 Other Purchased Services	AP112723	534.44	34108088-001	P13180	00129375	11/30/2023
MW OH	HERC RENTALS INC V010786	HERITAGE FEST - GENERATOR RENT	104078-6299 Other Purchased Services	AP112723	3,540.93	34109070-001	P13180	00129375	11/30/2023
<b>Check Total:</b>					<b>4,075.37</b>				
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC CTRL SIGNS	103652-6310 Street Signs	AP112723	140.04	149960		00129376	11/30/2023
<b>Check Total:</b>					<b>140.04</b>				
MW OH	HIGH ROLLER RENTAL INC V012428	PHOTOBOOTH - EMPLOYEE	109595-6301 / 239501-6301 Special Department Expenses	AP112723	750.00	90002894		00129377	11/30/2023
<b>Check Total:</b>					<b>750.00</b>				

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Expenses	AP112723	270.12	0013360726-001	P13097	00129378	11/30/2023
					<b>Check Total:</b>	<b>270.12</b>			
MW OH	IRVINE, JEFFREY V009851	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP112723	226.02	IRVINE112723		00129379	11/30/2023
					<b>Check Total:</b>	<b>226.02</b>			
MW OH	JV PLUMBING V011345	PLUMBING SVS - MCFADDEN PARK	104076-6139 Repair/Maint - Parks & Fields	AP112723	395.00	4085		00129380	11/30/2023
					<b>Check Total:</b>	<b>395.00</b>			
MW OH	KOA CORPORATION V006654	SEP ROADWAY SAFETY PLAN PREP	659303-6770 Infrastructure - Major Studies	AP112723	260.60	JC32033-4	P12984	00129381	11/30/2023
MW OH	KOA CORPORATION V006654	SEP ROADWAY SAFETY PLAN PREP	339303-6770 Infrastructure - Major Studies	AP112723	1,042.40	JC32033-4	P12984	00129381	11/30/2023
					<b>Check Total:</b>	<b>1,303.00</b>			
MW OH	LONG BEACH BMW V011294	PD MOTORCYCLE REPAIR	103658-6134 Vehicle Repair & Maintenance	AP112723	1,684.59	48145		00129382	11/30/2023
					<b>Check Total:</b>	<b>1,684.59</b>			
MW OH	LUKE, BRADY V010674	NOV DJ - LET'S DANCE	104071-6299 Other Purchased Services	AP112723	200.00	3478		00129383	11/30/2023
					<b>Check Total:</b>	<b>200.00</b>			
MW OH	MACCUBBIN, MICHAEL V007311	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP112723	226.02	MCBBIN112723		00129384	11/30/2023
					<b>Check Total:</b>	<b>226.02</b>			
MW OH	MOTOROLA SOLUTIONS V009892	MULTI UNIT RADIO CHARGERS	213041-6840 Machinery & Equipment	AP112723	2,470.80	8281754002	P13041	00129385	11/30/2023
					<b>Check Total:</b>	<b>2,470.80</b>			
MW OH	MUSCO SPORTS LIGHTING	11/2023-24 CONTROL LINK SVS	104071-6299	AP112723	950.00	415650		00129386	11/30/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008602		Other Purchased Services						
				<b>Check Total:</b>	<b>950.00</b>				
MW OH	NAPA AUTO PARTS V011456	CITY VEHICLE REPAIR SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	47.91	110315		00129387	11/30/2023
				<b>Check Total:</b>	<b>47.91</b>				
MW OH	NAPA AUTO PARTS V012662	CITY VEHICLE REPAIR SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	101.33	843314		00129388	11/30/2023
MW OH	NAPA AUTO PARTS V012662	CITY VEHICLE REPAIR SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	61.35	844984		00129388	11/30/2023
MW OH	NAPA AUTO PARTS V012662	CITY VEHICLE REPAIR SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	93.43	845110		00129388	11/30/2023
MW OH	NAPA AUTO PARTS V012662	CITY VEHICLE REPAIR SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112723	68.58	845278		00129388	11/30/2023
				<b>Check Total:</b>	<b>324.69</b>				
MW OH	NICKEY PETROLEUM V000696	FUEL	103658-6345 Gasoline & Diesel Fuel	AP112723	16,167.35	369438	P13002	00129389	11/30/2023
				<b>Check Total:</b>	<b>16,167.35</b>				
MW OH	ORANGE COUNTY POOLS V012718	PERMIT B23-2842 REFUND	0044-2030 Strong Motion Fees/Res.	AP112723	2.73	11/16/2023		00129390	11/30/2023
MW OH	ORANGE COUNTY POOLS V012718	PERMIT B23-2478 REFUND	0044-2030 Strong Motion Fees/Res.	AP112723	6.50	11/16/2023		00129390	11/30/2023
				<b>Check Total:</b>	<b>9.23</b>				
MW OH	PACIFIC PLAY SYSTEMS INCARROYO VERDE PK - PLAYGROUND V012326		797902-6760 / 797902-6760 Infrastructure - Parks	AP112723	83,009.76	INV2002-980-1	P13227	00129391	11/30/2023
				<b>Check Total:</b>	<b>83,009.76</b>				
MW OH	PARS V006999	SEP ARS-PARS FEES	395083-6025 Third Party Administration	AP112723	426.51	54286		00129392	11/30/2023
MW OH	PARS	SEP REP-PARS FEES	395083-6025	AP112723	350.95	54405		00129392	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006999		Third Party Administration						
				<b>Check Total:</b>	<b>777.46</b>				
MW OH	PETE'S ROAD SERVICE INC V000767	TIRE ALIGNMENT SVS	103658-6134 Vehicle Repair & Maintenance	AP112723	299.00	23-0713485-00		00129393	11/30/2023
				<b>Check Total:</b>	<b>299.00</b>				
MW OH	PRIORITY DISPATCH CORP V011406	EMD TRAINING - S. AHUMADA	101515-6250 Staff Training	AP112723	365.00	SIN354979		00129394	11/30/2023
				<b>Check Total:</b>	<b>365.00</b>				
MW OH	PRUDENTIAL OVERALL V000836	11/8 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP112723	157.90	62860775	P12973	00129395	11/30/2023
				<b>Check Total:</b>	<b>157.90</b>				
MW OH	ROADLINE PRODUCTS V004083	FAST DRY YELLOW PAINT	103652-6132 Repair & Maintenance/Streets	AP112723	542.39	19303		00129396	11/30/2023
MW OH	ROADLINE PRODUCTS V004083	FAST DRY YELLOW PAINT	103652-6132 Repair & Maintenance/Streets	AP112723	511.13	19320		00129396	11/30/2023
				<b>Check Total:</b>	<b>1,053.52</b>				
MW OH	RODRIGUEZ, SARAH V012714	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP112723	999.02	RODRIGUEZ111		00129397	11/30/2023
				<b>Check Total:</b>	<b>999.02</b>				
MW OH	SECO ELECTRIC & LIGHTING V010182	VOX TECH LIGHTING	103654-6130 / 21008-6130 Repair & Maint/Facilities	AP112723	760.03	8340		00129398	11/30/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	VOX TECH LIGHTING	103654-6130 Repair & Maint/Facilities	AP112723	1,066.97	8340		00129398	11/30/2023
				<b>Check Total:</b>	<b>1,827.00</b>				
MW OH	SELBERT PERKINS DESIGN V012172	OCT WAYFINDING DESIGN SVS	729201-6770 / 729201-6770 Infrastructure - Major Studies	AP112723	1,400.00	20231094	P13083	00129399	11/30/2023
MW OH	SELBERT PERKINS DESIGN	OCT WAYFINDING DESIGN SVS	709201-6770 / 709201-6770	AP112723	1,400.00	20231094	P13083	00129399	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012172		Infrastructure - Major Studies						
				<b>Check Total:</b>	<b>2,800.00</b>				
MW OH	SHORELINE CONSTRUCTION V002066	PERMIT B23-2826 REFUND	0044-2030 Strong Motion Fees/Res.	AP112723	7.80	11/16/2023		00129400	11/30/2023
				<b>Check Total:</b>	<b>7.80</b>				
MW OH	SOLAR ART V012539	WINDOW TINTING - PED BRIDGE EL	103654-6130 Repair & Maint/Facilities	AP112723	13,454.40	1015665	P13029	00129401	11/30/2023
				<b>Check Total:</b>	<b>13,454.40</b>				
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRIC CHARGES	296561-6330 Electricity	AP112723	2,380.98	11/21/23		00129402	11/30/2023
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRIC CHARGES	109595-6330 Electricity	AP112723	7,030.40	11/21/23		00129402	11/30/2023
				<b>Check Total:</b>	<b>9,411.38</b>				
MW OH	SPECIALTY TRUCK V012626	COLLISION REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP112723	6,267.58	13714	P13158	00129403	11/30/2023
				<b>Check Total:</b>	<b>6,267.58</b>				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP112723	30.31	305763		00129404	11/30/2023
				<b>Check Total:</b>	<b>30.31</b>				
MW OH	T-MOBILE V004339	10/21-11/20 HVAC CONTROL. INT.	109595-6215 Telephone/Internet	AP112723	742.84	NOV 2023		00129405	11/30/2023
				<b>Check Total:</b>	<b>742.84</b>				
MW OH	T-MOBILE USA V009215	CELL PHONE TIMING ADVANCE	103042-6290 Dept. Contract Services	AP112723	75.00	9551298088		00129406	11/30/2023
				<b>Check Total:</b>	<b>75.00</b>				
MW OH	TEAM ONE MANAGEMENT V010070	OCT PARK RESTROOMS JANITORIAL	104076-6290 Dept. Contract Services	AP112723	7,511.25	9000059	P13060	00129407	11/30/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>7,511.25</b>				
MW OH	THE SAUCE CREATIVE V007476	HERITAGE FEST PRINTING SVS	104078-6230 Printing & Binding	AP112723	6,993.81	6474	P13239	00129408	11/30/2023
				<b>Check Total:</b>	<b>6,993.81</b>				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP112723	217.46	70318		00129409	11/30/2023
				<b>Check Total:</b>	<b>217.46</b>				
MW OH	TOTUM CORP V010229	SEP INSPECTION SVS - SIFI	103551-6099 Professional Services	AP112723	12,222.00	206280	P13087	00129410	11/30/2023
MW OH	TOTUM CORP V010229	OCT INSPECTION SVS - SIFI	103551-6099 Professional Services	AP112723	17,925.60	206329	P13087	00129410	11/30/2023
				<b>Check Total:</b>	<b>30,147.60</b>				
MW OH	TRAFFIC MANAGEMENT V008463	ROADMAX PAINT	103652-6301 Special Department Expenses	AP112723	228.43	06-103235		00129411	11/30/2023
				<b>Check Total:</b>	<b>228.43</b>				
MW OH	TRILLIUM CNG (1720) V007952	SEP CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP112723	201.43	231359730		00129412	11/30/2023
MW OH	TRILLIUM CNG (1720) V007952	OCT CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP112723	143.92	231518987		00129412	11/30/2023
				<b>Check Total:</b>	<b>345.35</b>				
MW OH	VEGA, ANTONIO V007584	CLAIM SETTLEMENT	404582-6210 Liability Claims	AP112723	508.00	11/20/23		00129413	11/30/2023
				<b>Check Total:</b>	<b>508.00</b>				
MW OH	VERIZON WIRELESS V008735	10/21-11/20 PD DEVICES SVS	109595-6215 Telephone/Internet	AP112723	4,500.18	9949772044		00129414	11/30/2023
MW OH	VERIZON WIRELESS V008735	10/21-11/20 IPAD CHARGES	109595-6215 Telephone/Internet	AP112723	114.57	9949772046		00129414	11/30/2023
MW OH	VERIZON WIRELESS	10/21-11/20 COUNCIL IPADS	109595-6215	AP112723	180.87	9949772047		00129414	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008735		Telephone/Internet						
				<b>Check Total:</b>	<b>4,795.62</b>				
MW OH	WEST COAST ARBORISTS INC V001124	00/16-31 BOX TREE PLANTING	173555-6116 Tree Maintenance	AP112723	390.00	206871	P13061	00129415	11/30/2023
MW OH	WEST COAST ARBORISTS INC V001124	00/16-31 BOX TREE PLANTING	103655-6116 Tree Maintenance	AP112723	390.00	206871	P13061	00129415	11/30/2023
				<b>Check Total:</b>	<b>780.00</b>				
MW OH	ZHOU, BING V012002	TRAFFIC SURVEY	103550-6017 Special Studies	AP112723	480.00	SC0316		00129416	11/30/2023
				<b>Check Total:</b>	<b>480.00</b>				
				<b>Type Total:</b>	<b>1,793,294.53</b>				
				<b>Check Total:</b>	<b>1,793,294.53</b>				

**City of Placentia**

**ACH Check Register**

For 12/05/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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**Grand Total: 792,800.99**

**Check Totals by ID**

AP	792,800.99
EP	0.00
IP	0.00
OP	0.00

**Void Total: 0.00**

**Check Total: 792,800.99**

**Fund Name**

**Check Totals by Fund**

101-General Fund (0010)	227,246.26
208-Scssr Agncy Ret Oblg (0054)	771.32
227-Explorer Grant NOC (0076)	60.42
231-Placentia Reg Nav Cent(0078)	1,264.64
265-Landscape Maintenance (0029)	565.19
275-Sewer Maintenance (0048)	3,360.23
401-City Capital Projects (0033)	2,168.74
501-Refuse Administration (0037)	2,628.71
601-Employee Health & Wlfre (0039)	553,402.11
605-Risk Management (0040)	1,333.37

**Check Total: 792,800.99**

**ACH Payroll Direct Deposit for 11/17/2023: 607,418.25**

**Electronic Disbursement Total: 1,400,219.24**

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 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA PE 11/11 PD 11/17	0010-2178 Placentia Police Assoc Dues	PY2301023	800.00	PR2301023		00018016	11/21/2023
					<b>Check Total:</b>	<b>800.00</b>			
MW OH	PLACENTIA POLICE V000839	PPFMA PE 11/11 PD 11/17	0010-2180 Police Mgmt Assn Dues	PY2301023	1,378.40	PR2301023		00018017	11/21/2023
					<b>Check Total:</b>	<b>1,378.40</b>			
MW OH	PLACENTIA POLICE V003519	PPOA PE 11/11 PD 11/17	0076-2178 Placentia Police Assoc Dues	PY2301023	4.59	PR2301023		00018018	11/21/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 11/11 PD 11/17	0078-2178 Placentia Police Assoc Dues	PY2301023	44.00	PR2301023		00018018	11/21/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 11/11 PD 11/17	0010-2178 Placentia Police Assoc Dues	PY2301023	2,745.05	PR2301023		00018018	11/21/2023
					<b>Check Total:</b>	<b>2,793.64</b>			
MW OH	ALDWIR, MAMOUN E000113	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	876.44	DECEMBER-23		00018019	11/29/2023
					<b>Check Total:</b>	<b>876.44</b>			
MW OH	ANDERSON, MARLA E000071	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018020	11/29/2023
					<b>Check Total:</b>	<b>533.78</b>			
MW OH	ARMSTRONG, JOHN T E000046	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,143.00	DECEMBER-23		00018021	11/29/2023
					<b>Check Total:</b>	<b>1,143.00</b>			
MW OH	AUDISS, JAY SCOTT E000125	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,821.00	DECEMBER-23		00018022	11/29/2023
					<b>Check Total:</b>	<b>1,821.00</b>			
MW OH	BABCOCK, CHARLES A E000015	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	314.00	DECEMBER-23		00018023	11/29/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>314.00</b>				
MW OH	BEALS, SHARLENE E000076	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	191.39	DECEMBER-23		00018024	11/29/2023
				<b>Check Total:</b>	<b>191.39</b>				
MW OH	BERMUDEZ, ALBERT E000124	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	571.00	DECEMBER-23		00018025	11/29/2023
				<b>Check Total:</b>	<b>571.00</b>				
MW OH	BUNNELL, DONALD E000062	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018026	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	BURGNER, ARTHUR E000074	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018027	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	BUSSE, MICHAEL E000131	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,369.00	DECEMBER-23		00018028	11/29/2023
				<b>Check Total:</b>	<b>1,369.00</b>				
MW OH	CHANDLER, JOHN P E000109	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,391.00	DECEMBER-23		00018029	11/29/2023
				<b>Check Total:</b>	<b>1,391.00</b>				
MW OH	CHANG, ROBERT E000107	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,288.00	DECEMBER-23		00018030	11/29/2023
				<b>Check Total:</b>	<b>1,288.00</b>				
MW OH	COBBETT, GEOFFREY E000007	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018031	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	COOK, ARLENE M E000018	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018032	11/29/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	D'AMATO, ROBERT E000056	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	191.39	DECEMBER-23		00018033	11/29/2023
				<b>Check Total:</b>	<b>191.39</b>				
MW OH	DAVID, PRESTON E000112	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018034	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	DAVIS, CAROLYN E000005	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018035	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	DEAN, ANDREW E000135	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,821.00	DECEMBER-23		00018036	11/29/2023
				<b>Check Total:</b>	<b>1,821.00</b>				
MW OH	DELOS SANTOS, JAMIE E000045	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	185.29	DECEMBER-23		00018037	11/29/2023
				<b>Check Total:</b>	<b>185.29</b>				
MW OH	DICKSON, ROBERTA JO E000011	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	191.39	DECEMBER-23		00018038	11/29/2023
				<b>Check Total:</b>	<b>191.39</b>				
MW OH	DOWNEY, CAROL E000082	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018039	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	ECKENRODE, NORMAN E000029	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018040	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	ESCOBOSA, LILLIAN E000055	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	150.70	DECEMBER-23		00018041	11/29/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>150.70</b>				
MW OH	ESPINOZA, ROSALINDA E000016	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	571.00	DECEMBER-23		00018042	11/29/2023
				<b>Check Total:</b>	<b>571.00</b>				
MW OH	FRICKE, JUERGEN E000075	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	879.00	DECEMBER-23		00018043	11/29/2023
				<b>Check Total:</b>	<b>879.00</b>				
MW OH	FULLER, GLENN H E000081	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	879.00	DECEMBER-23		00018044	11/29/2023
				<b>Check Total:</b>	<b>879.00</b>				
MW OH	GALLANT, KAREN E000008	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018045	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	GARNER, JO ANN E000047	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	191.39	DECEMBER-23		00018046	11/29/2023
				<b>Check Total:</b>	<b>191.39</b>				
MW OH	GARNER, KITTY E000080	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	876.44	DECEMBER-23		00018047	11/29/2023
				<b>Check Total:</b>	<b>876.44</b>				
MW OH	GRIMM, DENNIS L E000042	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	314.00	DECEMBER-23		00018048	11/29/2023
				<b>Check Total:</b>	<b>314.00</b>				
MW OH	HOLTSCRAW, KATHERINE E000121	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	571.00	DECEMBER-23		00018049	11/29/2023
				<b>Check Total:</b>	<b>571.00</b>				
MW OH	IRVINE, SUZETTE E000019	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018050	11/29/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	JENKINS, ROBERT E000084	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	689.04	DECEMBER-23		00018051	11/29/2023
				<b>Check Total:</b>	<b>689.04</b>				
MW OH	JOHNSON, SHARON E000099	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	191.39	DECEMBER-23		00018052	11/29/2023
				<b>Check Total:</b>	<b>191.39</b>				
MW OH	JONES, ROBERT E000053	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	148.68	DECEMBER-23		00018053	11/29/2023
				<b>Check Total:</b>	<b>148.68</b>				
MW OH	JUAREZ, JANET E000134	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	148.68	DECEMBER-23		00018054	11/29/2023
				<b>Check Total:</b>	<b>148.68</b>				
MW OH	JUDD, TERRELL E000115	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,000.50	DECEMBER-23		00018055	11/29/2023
				<b>Check Total:</b>	<b>1,000.50</b>				
MW OH	KIRKLAND, RICHARD L E000110	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	148.68	DECEMBER-23		00018056	11/29/2023
				<b>Check Total:</b>	<b>148.68</b>				
MW OH	LITTLE, DIANE M E000098	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	269.02	DECEMBER-23		00018057	11/29/2023
				<b>Check Total:</b>	<b>269.02</b>				
MW OH	LOOMIS, CORINNE E000122	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	571.00	DECEMBER-23		00018058	11/29/2023
				<b>Check Total:</b>	<b>571.00</b>				
MW OH	LOWREY, B J E000041	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	314.00	DECEMBER-23		00018059	11/29/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>314.00</b>				
MW OH	MAERTZWEILER, MICHAEL E000032	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018060	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	MILANO, JAMES E000054	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018061	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	MILLER, RICHARD E000106	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,143.00	DECEMBER-23		00018062	11/29/2023
				<b>Check Total:</b>	<b>1,143.00</b>				
MW OH	NAJERA, JOSEPH D. E000136	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	571.00	DECEMBER-23		00018063	11/29/2023
				<b>Check Total:</b>	<b>571.00</b>				
MW OH	OLEA, ARLENE J E000014	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018064	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	PALMER, GEORGE E000094	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	879.00	DECEMBER-23		00018065	11/29/2023
				<b>Check Total:</b>	<b>879.00</b>				
MW OH	PASCARELLA, RICHARD E000129	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,821.00	DECEMBER-23		00018066	11/29/2023
				<b>Check Total:</b>	<b>1,821.00</b>				
MW OH	PASCUA, RAYNALD E000114	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,726.00	DECEMBER-23		00018067	11/29/2023
				<b>Check Total:</b>	<b>1,726.00</b>				
MW OH	PASPALL, MIHAJLO E000085	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	448.36	DECEMBER-23		00018068	11/29/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>448.36</b>				
MW OH	PEREZ, ROBERT E000111	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	148.68	DECEMBER-23		00018069	11/29/2023
				<b>Check Total:</b>	<b>148.68</b>				
MW OH	PICHON, WALTER E000103	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	269.02	DECEMBER-23		00018070	11/29/2023
				<b>Check Total:</b>	<b>269.02</b>				
MW OH	PINEDA, MATEO E000127	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	415.50	DECEMBER-23		00018071	11/29/2023
				<b>Check Total:</b>	<b>415.50</b>				
MW OH	PISCHEL, STEPHEN E000130	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	876.17	DECEMBER-23		00018072	11/29/2023
				<b>Check Total:</b>	<b>876.17</b>				
MW OH	POINT, ERIC E000133	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,821.00	DECEMBER-23		00018073	11/29/2023
				<b>Check Total:</b>	<b>1,821.00</b>				
MW OH	REDIFER, KIM R E000022	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	879.00	DECEMBER-23		00018074	11/29/2023
				<b>Check Total:</b>	<b>879.00</b>				
MW OH	RENDEN, BRIAN E000083	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	448.36	DECEMBER-23		00018075	11/29/2023
				<b>Check Total:</b>	<b>448.36</b>				
MW OH	REYES, ROGER T E000024	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018076	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	REYNOLDS, MATTHEW E000132	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	571.00	DECEMBER-23		00018077	11/29/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>571.00</b>				
MW OH	RICE, RUSSELL J E000059	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,391.00	DECEMBER-23		00018078	11/29/2023
				<b>Check Total:</b>	<b>1,391.00</b>				
MW OH	RIVERA, AIDA E000026	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	191.39	DECEMBER-23		00018079	11/29/2023
				<b>Check Total:</b>	<b>191.39</b>				
MW OH	ROACH, MICHAEL E000105	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,391.00	DECEMBER-23		00018080	11/29/2023
				<b>Check Total:</b>	<b>1,391.00</b>				
MW OH	ROBB, SANDRA E000043	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	191.39	DECEMBER-23		00018081	11/29/2023
				<b>Check Total:</b>	<b>191.39</b>				
MW OH	ROSE, RICHARD D E000050	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,288.00	DECEMBER-23		00018082	11/29/2023
				<b>Check Total:</b>	<b>1,288.00</b>				
MW OH	RUIZ, ARNULFO E000138	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,293.00	DECEMBER-23		00018083	11/29/2023
				<b>Check Total:</b>	<b>1,293.00</b>				
MW OH	SALE, LEE R E000031	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018084	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	SANCHEZ, LAURA E000058	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	191.39	DECEMBER-23		00018085	11/29/2023
				<b>Check Total:</b>	<b>191.39</b>				
MW OH	SCHLIEDER, BEVERLY E000120	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	876.44	DECEMBER-23		00018086	11/29/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>876.44</b>				
MW OH	SMITH, WARD E000128	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	584.00	DECEMBER-23		00018087	11/29/2023
				<b>Check Total:</b>	<b>584.00</b>				
MW OH	SOTO, PHILIP J E000052	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018088	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	SPRAGUE, GARY A E000064	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,685.00	DECEMBER-23		00018089	11/29/2023
				<b>Check Total:</b>	<b>1,685.00</b>				
MW OH	STEPHEN, JEFFREY E000119	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,288.00	DECEMBER-23		00018090	11/29/2023
				<b>Check Total:</b>	<b>1,288.00</b>				
MW OH	TAYLOR, DAVID M E000088	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	584.00	DECEMBER-23		00018091	11/29/2023
				<b>Check Total:</b>	<b>584.00</b>				
MW OH	TAYLOR, LINDA E000126	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	529.37	DECEMBER-23		00018092	11/29/2023
				<b>Check Total:</b>	<b>529.37</b>				
MW OH	THOMANN, DARYLL L E000101	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018093	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	TRIFOS, WILLIAM E000104	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	879.00	DECEMBER-23		00018094	11/29/2023
				<b>Check Total:</b>	<b>879.00</b>				
MW OH	VALENTINE, THOMAS E000118	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	584.00	DECEMBER-23		00018095	11/29/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>584.00</b>				
MW OH	VERSTYNEN, WILLIAM E000092	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	148.68	DECEMBER-23		00018096	11/29/2023
				<b>Check Total:</b>	<b>148.68</b>				
MW OH	WAHL, KATHLEEN A E000030	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	191.39	DECEMBER-23		00018097	11/29/2023
				<b>Check Total:</b>	<b>191.39</b>				
MW OH	WIEST, STEPHEN E000079	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	533.78	DECEMBER-23		00018098	11/29/2023
				<b>Check Total:</b>	<b>533.78</b>				
MW OH	WORDEN, LARRY M E000116	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	584.00	DECEMBER-23		00018099	11/29/2023
				<b>Check Total:</b>	<b>584.00</b>				
MW OH	YAMAGUCHI, BRIAN E000123	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,391.00	DECEMBER-23		00018100	11/29/2023
				<b>Check Total:</b>	<b>1,391.00</b>				
MW OH	ZINN, JOHN E000009	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC23	1,293.00	DECEMBER-23		00018101	11/29/2023
				<b>Check Total:</b>	<b>1,293.00</b>				
MW OH	CALIFORNIA PUBLIC V006234	NOV MEDICAL INS PREMIUM	395083-5161 Health Insurance Premiums	ACH112923	15,550.72	10000001732439		00018102	11/30/2023
MW OH	CALIFORNIA PUBLIC V006234	NOV MEDICAL INS PREMIUM	395000-4715 ISF Health Ins Reimbursement	ACH112923	198,735.80	10000001732439		00018102	11/30/2023
MW OH	CALIFORNIA PUBLIC V006234	NOV NON-PERS MEDICAL INS PREMB	395000-4715 ISF Health Ins Reimbursement	ACH112923	32,696.95	10000001732439		00018102	11/30/2023
MW OH	CALIFORNIA PUBLIC V006234	DEC MEDICAL INS PREMIUM	395000-4715 ISF Health Ins Reimbursement	ACH112923	200,800.80	10000001735430		00018102	11/30/2023
MW OH	CALIFORNIA PUBLIC	DEC MEDICAL INS PREMIUM	395083-5161	ACH112923	14,939.51	10000001735430		00018102	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006234		Health Insurance Premiums						
MW OH	CALIFORNIA PUBLIC V006234	DEC NON-PERS MEDICAL INS PREMI	395000-4715 ISF Health Ins Reimbursement	ACH112923	32,696.95	10000001735430		00018102	11/30/2023
MW OH	CALIFORNIA PUBLIC V006234	NOV FIRE UAL PMT	105525-6906 CalPERS-Fire Term. Principal	ACH112923	30,801.91	23-DEC		00018102	11/30/2023
MW OH	CALIFORNIA PUBLIC V006234	NOV FIRE UAL PMT	105525-6916 CalPERS-Fire Term Interest	ACH112923	862.05	23-DEC		00018102	11/30/2023
<b>Check Total:</b>					<b>527,084.69</b>				
MW OH	WASHINGTON STATE V011597	PE 11/11 PD 11/17	0010-2196 Garnishments W/H	ACH112923	240.00	PR2301023		00018103	11/30/2023
<b>Check Total:</b>					<b>240.00</b>				
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP. PE 11/11 PD 11/	0029-2196 Garnishments W/H	ACH112923	9.23	PR2301023		00018104	11/30/2023
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP. PE 11/11 PD 11/	0048-2196 Garnishments W/H	ACH112923	46.15	PR2301023		00018104	11/30/2023
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP. PE 11/11 PD 11/	0037-2196 Garnishments W/H	ACH112923	69.23	PR2301023		00018104	11/30/2023
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP. PE 11/11 PD 11/	0010-2196 Garnishments W/H	ACH112923	1,388.29	PR2301023		00018104	11/30/2023
<b>Check Total:</b>					<b>1,512.90</b>				
MW OH	EMPLOYMENT V010052	PE 11/11 PD 11/17	0054-2135 Calif Income Tax W/H	ACH112923	170.65	PR2301023		00018105	11/30/2023
MW OH	EMPLOYMENT V010052	PE 11/11 PD 11/17	0040-2135 Calif Income Tax W/H	ACH112923	382.78	PR2301023		00018105	11/30/2023
MW OH	EMPLOYMENT V010052	PE 11/11 PD 11/17	0078-2135 Calif Income Tax W/H	ACH112923	266.15	PR2301023		00018105	11/30/2023
MW OH	EMPLOYMENT V010052	PE 11/11 PD 11/17	0076-2135 Calif Income Tax W/H	ACH112923	15.62	PR2301023		00018105	11/30/2023

**City of Placentia**  
**Check Register**  
**For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	EMPLOYMENT V010052	PE 11/11 PD 11/17	0048-2135 Calif Income Tax W/H	ACH112923	628.15	PR2301023		00018105	11/30/2023
MW OH	EMPLOYMENT V010052	PE 11/11 PD 11/17	0037-2135 Calif Income Tax W/H	ACH112923	543.54	PR2301023		00018105	11/30/2023
MW OH	EMPLOYMENT V010052	PE 11/11 PD 11/17	0029-2135 Calif Income Tax W/H	ACH112923	171.38	PR2301023		00018105	11/30/2023
MW OH	EMPLOYMENT V010052	PE 11/11 PD 11/17	0033-2135 Calif Income Tax W/H	ACH112923	482.68	PR2301023		00018105	11/30/2023
MW OH	EMPLOYMENT V010052	PE 11/11 PD 11/17	0010-2135 Calif Income Tax W/H	ACH112923	38,438.78	PR2301023		00018105	11/30/2023
<b>Check Total:</b>					<b>41,099.73</b>				
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0010-2110 Federal Income Tax W/H	ACH112923	87,153.31	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0029-2110 Federal Income Tax W/H	ACH112923	210.36	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0033-2110 Federal Income Tax W/H	ACH112923	1,337.34	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0037-2110 Federal Income Tax W/H	ACH112923	1,278.14	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0040-2110 Federal Income Tax W/H	ACH112923	486.95	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0048-2110 Federal Income Tax W/H	ACH112923	1,645.97	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0054-2110 Federal Income Tax W/H	ACH112923	424.53	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0076-2110 Federal Income Tax W/H	ACH112923	29.58	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0078-2110 Federal Income Tax W/H	ACH112923	750.03	PR2301023		00018106	11/30/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0078-2115 Employee Medicare W/H	ACH112923	64.73	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0076-2115 Employee Medicare W/H	ACH112923	4.55	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0054-2115 Employee Medicare W/H	ACH112923	56.73	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0048-2115 Employee Medicare W/H	ACH112923	229.61	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0040-2115 Employee Medicare W/H	ACH112923	81.82	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0037-2115 Employee Medicare W/H	ACH112923	178.85	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0033-2115 Employee Medicare W/H	ACH112923	120.00	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0029-2115 Employee Medicare W/H	ACH112923	57.49	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0010-2115 Employee Medicare W/H	ACH112923	12,314.66	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0010-2120 Employer Medicare Payable	ACH112923	11,757.41	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0029-2120 Employer Medicare Payable	ACH112923	55.09	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0033-2120 Employer Medicare Payable	ACH112923	120.00	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0037-2120 Employer Medicare Payable	ACH112923	145.58	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0040-2120 Employer Medicare Payable	ACH112923	81.82	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE	FED TAX PE 11/11 PD 11/17	0048-2120	ACH112923	208.42	PR2301023		00018106	11/30/2023

**City of Placentia  
Check Register  
For 11/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Employer Medicare Payable						
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0054-2120 Employer Medicare Payable	ACH112923	43.77	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0076-2120 Employer Medicare Payable	ACH112923	4.55	PR2301023		00018106	11/30/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/11 PD 11/17	0078-2120 Employer Medicare Payable	ACH112923	64.73	PR2301023		00018106	11/30/2023
<b>Check Total:</b>					<b>118,906.02</b>				
MW OH	MISSION SQUARE 100091 V012393	401 A PE 11/11 PD 11/17	0010-2170 Deferred Comp Payable - ICMA	ACH112923	9,197.08	PR2301023		00018107	11/30/2023
<b>Check Total:</b>					<b>9,197.08</b>				
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTR, EE LOANS PR230102	0010-2170 Deferred Comp Payable - ICMA	ACH112923	30,169.32	301387-PY023		00018108	11/30/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTR, EE LOANS PR230102	0033-2170 Deferred Comp Payable - ICMA	ACH112923	108.72	301387-PY023		00018108	11/30/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTR, EE LOANS PR230102	0037-2170 Deferred Comp Payable - ICMA	ACH112923	413.37	301387-PY023		00018108	11/30/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTR, EE LOANS PR230102	0040-2170 Deferred Comp Payable - ICMA	ACH112923	300.00	301387-PY023		00018108	11/30/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTR, EE LOANS PR230102	0048-2170 Deferred Comp Payable - ICMA	ACH112923	601.93	301387-PY023		00018108	11/30/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTR, EE LOANS PR230102	0061-2170 Deferred Comp Payable - ICMA	ACH112923	0.00	301387-PY023		00018108	11/30/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTR, EE LOANS PR230102	0076-2170 Deferred Comp Payable - ICMA	ACH112923	1.53	301387-PY023		00018108	11/30/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER CONTR, EE LOANS PR230102	0054-2170 Deferred Comp Payable - ICMA	ACH112923	75.64	301387-PY023		00018108	11/30/2023
MW OH	MISSION SQUARE 301387	EE/ER CONTR, EE LOANS PR230102	0078-2170	ACH112923	75.00	301387-PY023		00018108	11/30/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387	EE/ER CONTR, EE LOANS PR230102	0029-2170	ACH112923	61.64	301387-PY023		00018108	11/30/2023
	V012394		Deferred Comp Payable - ICMA						
				<b>Check Total:</b>	<b>31,807.15</b>				
				<b>Type Total:</b>	<b>792,800.99</b>				
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# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 5, 2023

SUBJECT: **TENTATIVE PARCEL MAP NO. TPM 2020-124 PERTAINING TO THE SUBDIVISION OF AN APPROXIMATELY 0.19-ACRE, IMPROVED LOT WITH THREE (3) RESIDENTIAL TOWNHOME CONDOMINIUM UNITS LOCATED AT 803 W. LA JOLLA STREET WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT**

FISCAL

IMPACT: APPROXIMATELY \$60,986 OF TOTAL DEVELOPMENT IMPACT FEE REVENUE PRIOR TO CONSTRUCTION OF THREE (3) NEW RESIDENTIAL CONDOMINIUM UNITS

### **SUMMARY:**

At the Planning Commission meeting held on November 14, 2023, the Planning Commission voted 3-1-3-0 (1 nay, 3 absent) to recommend approval of Tentative Parcel Map No. TPM 2020-124 to the City Council. TPM 2020-124 is an application to subdivide an approximately 0.19-acre improved lot with three residential townhome condominium units located at 803 W. La Jolla Street (collectively, "TPM"). In accordance with Placentia Municipal Code (PMC) Sections 22.80.060 and 22.80.070, the Commission hereby submits a report of its findings and recommends approval of TPM 2020-124 to the City Council.

### **RECOMMENDATION:**

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

Adopt Resolution No. R-2023-90, A Resolution of the City Council of the City of Placentia, California approving TPM 2020-124 for the subdivision of three (3) residential townhome units for condominium purposes on a 0.19-acre improved lot located within the High Density Residential (R-3) Zoning District and sited on property at 803 W. La Jolla Street and making findings in support thereof.

### **STRATEGIC PLAN STATEMENT:**

This item is consistent with the City Council approved 5-Year Strategic Goal to achieve:

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will specifically create opportunities for the development of more housing in the City.

**1.c.**  
**Dec. 05, 2023**

**BACKGROUND:**

PMC Section 22.80.010(a) requires a Parcel Map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires that the Commission recommend conditional approval or denial of the subdivision map to the City Council. At the Commission meeting held November 14, 2023, the Commission voted 3-1-3-0 (1 nay, 3 absent), to recommend approval of TPM 2020-124 to the City Council. At that same meeting, the Commission reviewed and approved Use Permit No. UP 2023-10 and Site Plan Review No. SPR 2023-02 to permit the development of an improved approximately 0.19-gross acre lot for the construction of a two-story, multi-family building consisting of three (3) attached residential townhome units and associated hardscape and landscape improvements. In accordance with PMC Sections 23.75.015 and 23.87.040, UP 2023-10 and SPR 2023-02 do not require City Council approval and therefore are not part of the request. However, pursuant to PMC Section 22.80.070, City Council approval is necessary for TPMs.

**DISCUSSION:**

**Subject Site and Surrounding Land Uses**

The table below illustrates the site and existing land uses surrounding the site, General Plan land use designation, and zoning designation:

<b>Location</b>	<b>Existing Land Use</b>	<b>Land Use Element General Plan Designation</b>	<b>Zoning Map Designation</b>
<b>Existing</b>	Detached, Single-Family Residential	High Density Residential	High Density Residential (R-3)
<b>Proposed</b>	Attached, Multi-Family Residential	High Density Residential	R-3
<b>North</b>	Multi-Family Residential	High Density Residential	R-3
<b>South (across W. La Jolla Street)</b>	Attached, Multi-Family Residential	High Density Residential	R-3
<b>East (across Lawrence Street)</b>	Attached, Multi-Family Residential	High Density Residential	R-3
<b>West</b>	Multi-Family Residential	High Density Residential	R-3

**Applicable Code Section – Placentia Municipal Code**

The subject property is currently zoned R-3. The project will be required to comply with the development standards and use requirements set forth in the PMC for projects within the R-3 Zoning District. Pursuant to PMC Section 22.80.060, subdivisions consisting of four or fewer parcels shall require Planning Commission review at a noticed public hearing, to review and solicit a recommendation for final action on the proposed TPM by the City of Placentia City Council.

**Lot Standards**

Title 22 (Subdivisions) of the PMC sets forth development standards defining the minimum lot width, lot depth, and lot area for all parcels in all zoning districts to bring about orderly development throughout the City. The R-3 district standards requires a minimum area of 9,000 square feet for all corner lots with a minimum frontage width of 90 feet. The existing lot does not exceed the minimum requirements with a lot area of 8,238 square feet and a minimum lot width at approximately 75 linear feet. In accordance with PMC Section 23.81.110, any lot or parcel of land under one (1) ownership and of record thirty (30) days before the effective date of the ordinance that made it nonconforming, and where no adjoining land is owned by the same person, may be used as a building site even when of less area or width than that required by the regulations for the district in which it is located. Overall, the proposed subdivision will not modify the size and configuration of the lot, will maintain compliance with the minimum requirements of the PMC, and will be compatible with existing lots within the surrounding area.

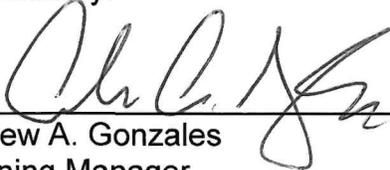
**ENVIRONMENTAL:**

The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act (CEQA); Public Resources Code §§ 21000 *et esq.*; the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et esq.*; and the Environmental Guidelines of the City of Placentia. Staff recommends that the City Council exercise its independent judgement and find that TPM 2020-124 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32: In-Fill Development Projects) as the permit would be issued to an infill development project on a qualified site of less than five acres in size.

**FISCAL IMPACT:**

Approval of the Tentative Parcel Map to subdivide three residential townhome condominium units will generate approximately \$60,986 in Development Impact Fees.

Prepared by:



Andrew A. Gonzales  
Planning Manager

Reviewed and approved:



Joseph M. Lambert  
Director of Development Services

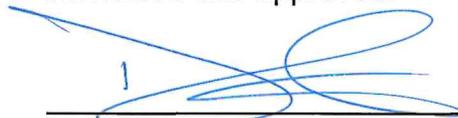
Reviewed and approved:



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Jennifer Lampman  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachments:

1. Resolution No. R-2023-90 - Related to TPM 2020-124  
Attachment A: Conditions of Approval for Tentative Parcel Map No. TPM 2020-124
2. TPM 2020-124 Subdivision Map
3. Planning Commission Staff Report for TPM 2020-124, UP 2020-01, SPR 2020-03, and Attachments Thereto

## RESOLUTION NO. R-2023-90

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING TENTATIVE PARCEL MAP (TPM) 2020-124 FOR THE SUBDIVISION OF THREE (3) RESIDENTIAL TOWNHOME UNITS FOR CONDOMINIUM PURPOSES ON A 0.19-ACRE IMPROVED LOT LOCATED WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT AT 803 W. LA JOLLA STREET

#### A. Recitals

**WHEREAS**, on November 14, 2023, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Parcel Map No. TPM 2020-124 for the project located at 803 W. La Jolla Street.

**WHEREAS**, The Planning Commission heard testimony, received a report and other relevant information from City Staff and members of the public including CHD International, c/o Eric Lin, ("Applicant" hereinafter), regarding a Tentative Parcel Map application.

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

#### B. Resolution

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

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this City Council with regard to the application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "A" of this Resolution and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of the High Density Residential (R-3) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "High Density Residential", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of a two-story, multi-family building consisting of a total of three attached residential townhome units.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.21, "R-3"-High Density Multiple-Family District, of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "A" contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the residential development project and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Parcel Map is to support the construction of a two-story, multi-family building consisting of a total of three attached residential townhome units on the site. The proposed residential development is consistent with all policies, programs, and goals of the General Plan, as the condominium townhome development will be consistent with Land Use Policy LU-5.8, by improving the quality of Placentia's multi-family neighborhoods through improved site, building, and landscaping design, and is consistent with Policy LU-1.2 in that the project will accommodate an opportunity for infill multi-family residential development, and is also consistent with Policy LU-2.4 in that this development is designed to be compatible with adjacent neighborhoods.

f. That the site is physically suitable for the type of development. The subject site is a 0.19-acre area, which has been designed to accommodate the development pursuant to allowable density allowed in the R-3 Zone, and the project also is providing sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed residential development.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the formation of three residential condominium units within the City of Placentia that will accommodate one residential townhome building.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application. Although easements have been found, they are mostly for utility access only. All of the easements will be protected in place and will not be altered by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an improved property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the R-3 zone is to stabilize and maintain the residential character of the district for high density apartment living. The proposed project will create a new multi-family residential development. The applicant has designed the residential development in a manner that accomplishes all of the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing appropriate areas of open space. Furthermore, the proposed design will enhance the streetscape, thus contributing to aesthetically enrich the La Jolla neighborhood.

k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is an underutilized site.

### Section 3.

a. Based upon the environmental review of the project, the City Council finds that TPM 2020-124 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) as the permit would be issued to an infill development project on a qualified site of less than five acres in size.

b. The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

c. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the City Council meeting conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Tentative Parcel Map 2020-124, as modified herein, and specifically subject to the conditions set forth in Attachment A to this Resolution attached hereto and by this reference incorporated herein.

**PASSED, ADOPTED and APPROVED this 5<sup>th</sup> day of December 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 5<sup>th</sup> day of December 2023 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettenhausen, City Attorney

ATTACHMENT "A"

**Attachment “A”**  
**Special Conditions of Approval for**  
**Tentative Parcel Map No. (TPM) 2020-124**  
**803 W. La Jolla Street**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.**

**DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:**

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant’s project. The applicant shall pay the City’s defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of TPM 2020-124 and the final map is contingent upon City Council Approval.
4. TPM 2020-124 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council.

5. A final parcel map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.
6. TPM 2020-124 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand, or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.
8. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.
9. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.
10. The final action of TPM 2020-124 shall be contingent upon final approval of Use Permit No. UP 2023-10 and Site Plan Review No. SPR 2023-02. In the event the TPM is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.
11. Comply with all applicable conditions of approval of UP 2023-10 and SPR 2023-02.

**PUBLIC WORKS – ENGINEERING DIVISION:**

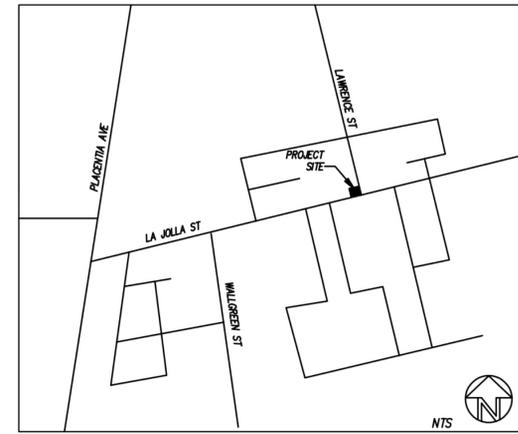
12. Prior to recordation of the final parcel map, the public improvement plans as required shall be prepared and signed by the applicant's Civil Engineer.

## **Final Parcel Map**

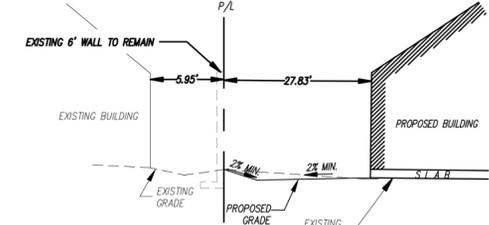
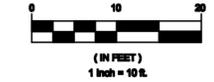
13. Applicant shall provide a quitclaim or relocation of any easement(s) that affects the proposed development.
14. The applicant shall prepare and submit a preliminary title report no older than 90 days.
15. Prior to approval of the Final Parcel Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design, and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.
16. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final parcel map.
17. Prior to the exoneration of any security, the applicant shall submit a digital copy of the final parcel map and all as built public improvement plans, in a file format acceptable to the City Engineer.

# TENTATIVE PARCEL MAP NO. 2020-124

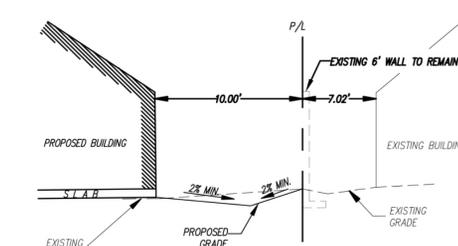
IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
BEING A SUBDIVISION OF LOT 2 OF TRACT NO. 558  
IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA,  
AS PER MAP RECORDED IN BOOK 19 PAGE 20 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.  
FOR CONDOMINIUM PURPOSES



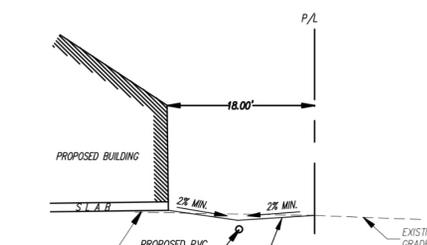
VICINITY MAP



SECTION C-C  
N.T.S.



SECTION B-B  
N.T.S.



SECTION A-A  
N.T.S.

NOTES:  
ZONE: R-3 (PRESENT)  
ZONE: R-3 (PROPOSED)  
NO. OF EX. UNIT: 1  
NO. OF PROP. UNITS: 3  
AREA OF LOT: 8,237.5 SQ. FT. = 0.19 ACRE  
NO. OF STORIES: 2  
NO. OF PARKING: 6 (RESIDENT) + 1 (GUEST)  
APN NO. 344-131-11  
SEWERAGE DISPOSAL: BY GRAVITY SEWER PIPES TO STREET MAIN.

OWNER:  
STEVEN ZHIYU WANG  
WEI JI  
17746 NEARBANK DRIVE  
ROWLAND HEIGHTS, CA 91748

PREPARED BY:  
WOO JONG BAEK, P.E.  
RCE: 66306  
4905 COLLEGE VIEW AVE.  
LOS ANGELES, CA 90041  
TEL: (562) 331-5681

UTILITY SERVICES:  
WATER - GOLDEN STATE WATER COMPANY  
SEWER - CITY OF PLACENTIA  
GAS - SOUTHERN CALIFORNIA GAS COMPANY  
ELECTRICAL - SOUTHERN CALIFORNIA EDISON  
TELEPHONE - AT&T  
FIRE - CITY OF PLACENTIA  
SHERIFF - CITY OF PLACENTIA

LEGEND:  
(332.1).....EXISTING ELEVATION  
333.00.....PROPOSED ELEVATION  
---(333)---EXISTING CONTOUR  
.....DRAINAGE PATTERN  
.....EXISTING STRUCTURE  
.....PROPOSED STRUCTURE  
.....PROPOSED SEWER  
.....PROPOSED PVC DRAIN PIPE  
E.....SCE ELECTRICAL  
EC.....END OF CONCRETE  
EP.....END OF PAVEMENT  
EX.....EXISTING  
FF.....FINISH FLOOR  
FG.....FINISH GRADE  
FL.....FLOW LINE  
FS.....FINISH SURFACE  
G.....GAS LINE  
HP.....HIGH POINT  
S.....SEWER  
S/W.....SIDEWALK  
TC.....TOP OF CURB  
TG.....TOP GRADE  
W.....WATER LINE

BENCHMARK:  
ORANGE COUNTY BENCHMARK 404-14-6B, OCS 2003  
FD 3 3/4" OCS ALUMINUM BENCHMARK DISK, SET IN THE S/W COR OF A 4FT. BY  
8FT. CONC CB. MONUMENT IS LOCATED IN THE N/E COR OF THE INTERSECTION OF  
PLACENTIA AVE AND ACHINSON TOPEKA SANTA FE RAILWAY, 33.5FT. EASTERLY OF  
THE C/L OF PLACENTIA AVE AND 87FT. NORTHERLY OF THE NORTHERLY RAIL  
ALONG THE RAILWAY. MONUMENT IS SET LEVEL WITH THE SIDEWALK.



PREPARED BY:  
WOO JONG BAEK, P.E.  
RCE: 66306  
4905 COLLEGE VIEW AVE.  
LOS ANGELES, CA 90041

RELEASED

REVISIONS

PROJECT LOCATION:  
803 W LA JOLLA AVENUE,  
PLACENTIA, CA

DRAWN BY: [ ]  
CHECKED BY: [ ]  
DATE: 11/18/2019  
JOB NO.: [ ]  
SCALE: 1"=10'-0"  
FILE NAME: LA JOLLA TENTATIVE.DWG

T-1

SHEET 1 OF 1 SHEET

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PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



# Placentia Planning Commission

## AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: ANDREW A. GONZALES, PLANNING MANAGER

DATE: NOVEMBER 14, 2023

SUBJECT: **TENTATIVE PARCEL MAP NO. TPM 2020-124, USE PERMIT NO. UP 2023-10, AND SITE PLAN REVIEW NO. SPR 2023-02; 803 W. LA JOLLA STREET (CHD INTERNATIONAL)**

### **RECOMMENDATION**

It is recommended that the Planning Commission take the following actions:

- 1) Open Public Hearing, concerning Tentative Parcel Map No. TPM 2020-124, Use Permit No. UP 2023-10, and Site Plan Review No. SPR 2023-02; and
- 2) Receive the staff report and consider all public testimony; and
- 3) Close the public hearing; and
- 4) Adopt Resolution No. PC-2023-16, a Resolution of the Planning Commission of the City of Placentia, approving UP 2023-10 and SPR 2023-02, and making findings to permit the development of an improved approximately 0.19-gross acre lot for the construction of a two-story, multi-family building consisting of three attached residential townhome units and associated hardscape and landscape improvements within the High Density Residential (R-3) Zoning District on property located at 803 W. La Jolla Street; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines; and
- 5) Adopt Resolution No. PC-2023-17, a Resolution of the Planning Commission of the City of Placentia, recommending that the City Council of the City of Placentia approve TPM 2020-124 to permit the subdivision of three townhome units for residential condominium purposes requested via UP 2023-10 and SPR 2023-02 subject to the Conditions of Approval and Standard Development Requirements; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

**REQUEST:**

The applicant, CHD International, requests approval of a Use Permit, Site Plan Review, and Tentative Parcel Map to develop an existing 0.19-gross acre site containing an existing single-family residence with a two-story townhome development resulting in three attached condominium townhome units. The three units will be contained within a single building. The proposed development will have a residential density of 16 dwelling units per acre.

Three floor plans are proposed which are noted on the development plans as “Unit A”, “Unit B”, and “Unit C”. The plan types will measure between 2,135 square feet and 2,288 square feet in overall floor area and contain an attached two-car garage per unit. Each unit will have three bedrooms and 2.5 baths. The building will be two stories at a height of approximately 27 feet. A total of 7 parking spaces will be provided, comprised of 6 garage spaces, and 1 guest parking space.

Vehicular access to the project will be provided by a 9-foot-wide driveway connection to W. La Jolla Street. The narrow driveway has been determined by Planning and Engineering staff to be an appropriate width due to the anticipated low usage the driveway will experience resulting from the small number of units onsite. A vehicle courtyard will provide direct access to each individual garage. The Vehicle courtyard will be articulated with decorative paving to create a dual use area for both passive and active usage. Decorative landscaping will be provided throughout the site.

**PROJECT CHARACTERISTICS**

**Applicable Code Section – Placentia Municipal Code**

The project is located within the R-3 Zoning District. The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects located within the R-3 Zoning District. Pursuant to PMC Section 23.75.010(b), construction of four or less dwelling units in a residential zone are exempt from processing a Development Plan Review (DPR) but are instead required to file a Site Plan Review (SPR) for review and final action by the Development Services Department. In accordance with PMC Section 23.21.030 the establishment of a condominium or townhome requires a UP to be reviewed and approved at a noticed public hearing before the Planning Commission. The TPM requires a recommendation by the Planning Commission to be forwarded to the City Council pursuant to PMC Section 22.80.060. The concurrent processing of entitlement applications necessitates all applicable requests to adhere to the most restrictive process, which due to the UP request requires the SPR to be reviewed and acted on by the Planning Commission. Only the TPM will be acted upon by the City Council in the absence of an appeal.

**Subject Site and Surrounding Land Uses**

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

<b>Location</b>	<b>Existing Land Use</b>	<b>Land Use Element General Plan Designation</b>	<b>Zoning Map Designation</b>
<b>Existing</b>	Detached, Single-Family Residential	High Density Residential	High Density Residential (R-3)
<b>Proposed</b>	Attached, Multi-Family Residential	High Density Residential	R-3
<b>North</b>	Multi-Family Residential	High Density Residential	R-3
<b>South (across W. La Jolla Street)</b>	Attached, Multi-Family Residential	High Density Residential	R-3
<b>East (across Lawrence Street)</b>	Attached, Multi-Family Residential	High Density Residential	R-3
<b>West</b>	Multi-Family Residential	High Density Residential	R-3

**ZONING COMPLIANCE ANALYSIS**

**Site Development Standards**

The project is located within the R-3 Zoning District. The proposed residential townhome development project is permitted with a UP and SPR subject to review and approval by the Planning Commission. The proposed development and use comply with the base zoning district in terms of the maximum height limit, minimum setbacks, minimum onsite parking, and maximum lot coverage requirements. No impacts to nearby sensitive land use receptors (e.g., residential) is anticipated because the project will be similar in nature as the existing multi-family developments abutting the subject site. The following matrix provides a summary of the development’s compliance with the identified development standards:

<b>STANDARD</b>	<b>PROJECT</b>
<b>Height</b> 35 ft. max.	26 ft 11 in.
<b>Setbacks</b> Front Yard Setback – 15 ft. min.	Front: 15 ft. (W. La Jolla Street)

Street Side Yard Setback – 10 ft. min. Interior Side Yard Setback – 5 ft. min. Rear Yard Setback - 10 ft. min.	Lawrence Street Side Yard – 10 ft. West Side Yard: 9 ft. Rear Yard: 10 ft.
<b>Building Separation</b> 20 ft. min.	Not Applicable
<b>Lot Coverage</b> 60% max. (4,943 sq. ft.)	38.7% (3,165 sq. ft.)
<b>Parking</b> Two spaces per dwelling: 6 spaces min. Additional 15% min. of total parking required for guest parking: 1 spaces min. Total Parking Required: 7 spaces min.	6 spaces 1 space 7 spaces
<b>Lot Area and Dimensions</b> Minimum Lot Area: 9,000 sq. ft. Minimum Lot Width: 90 linear ft.	Lot Area: 8,238 sq. ft. (0.19-gross acres)* Approx. 75 linear ft.*  <i>Exception*: Any lot or parcel of land under one (1) ownership and of record thirty (30) days before the effective date of the ordinance codified in this chapter, and where no adjoining land is owned by the same person, may be used as a building site even when of less area or width than that required by the regulations for the district in which it is located (PMC Sect. 23.81.110)</i>

**Other Departments Concerns and Requirements**

The Divisions of Planning and Building, Public Works Department, as well as the Orange County Fire Authority have reviewed the application and submitted comments but had no major concerns with the proposal. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and approval by the Planning Commission for UP 2023-10 and SPR 2023-02, and consideration and recommendation by the Planning Commission to the City Council for TPM 2020-124.

## **ISSUES ANALYSIS:**

### **Consistency with the General Plan**

The General Plan features policies that promotes the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand costs on city services and facilities. The proposed development and subdivision is consistent with the following Land Use policies of the General Plan:

*Policy LU-1.2* – Allow for a variety of residential infill opportunities including single family, multi-family, mixed-use, manufactured housing, and mobile homes, in designated areas to satisfy regional housing needs.

*Policy LU-2.4* – Large, contiguous vacant or underutilized parcels should be comprehensively planned for development to be compatible with adjacent neighborhoods.

Development of vacant property will promote further compatibility with existing developments within the surrounding area. The proposed project will be consistent with the General Plan and will result in a compatible continuation to existing land uses and development within the surrounding area, including adding to the city's housing inventory and assisting to satisfying the regional housing demand.

### **Land Use Compatibility**

The project will be compatible with the surrounding area as the development will revitalize an underutilized and undeveloped property with the development of a two-story multi-family building consisting of three attached residential townhome units. The development project will be located within a developed and established area that aims to create and foster a symbiotic relationship with nearby land uses. The development will provide a compatible transition between nearby land uses that complements the residential densities of housing developments to the north, south, and east. Based upon the land use, overall site layout, and building design, the proposed development is not anticipated to result in any significant adverse impacts to the surrounding area.

### **Architecture**

The proposed project will include a townhome building consisting of three units. There are three floor plans proposed ("Unit A", "Unit B", "Unit C"). The residential buildings will utilize craftsman bungalow style architectural features such as a low-pitched roof with a hip and gable roof system, horizontal lap siding, partial width porches with elephantine base columns, river rock base cladding, simulated divided light windows, earth tone colors, window shutters, and exposed rafter tails. The overall building mass is appropriately broken up into different building volumes utilizing design techniques as contrasting building colors, building plain projections, variable roof styles, and doorway/window insets which all assist in minimizing the potential for the building to appear monolithic. The project employs



recommend to the City Council of the City of Placentia adoption of Resolution PC-2023-17 recommending approval of TPM 2020-124.

**Prepared and submitted by:**



Andrew A. Gonzales  
Planning Manager

**Reviewed and approved by:**



Joseph M. Lambert  
Director of Development Services

**ATTACHMENTS:**

1. Resolution No. PC-2023-16
2. Resolution No. PC-2020-17
3. Vicinity Map
4. Project Plans including the Site Plan, Floor Plans, Building Elevations, Preliminary Landscape Plan, colored renderings, Tentative Parcel Map (TPM 2020-124) and Colors and Materials Palette Received and Dated October 3, 2023
5. Affidavit of Mailing, Legal Hearing Notice, Radius Map, and Address List

**RESOLUTION NO. PC-2023-16**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING USE PERMIT NO. UP 2023-10 AND SITE PLAN REVIEW NO. SPR 2023-02 FOR THE DEVELOPMENT OF AN ATTACHED TWO-STORY, TOWNHOME DEVELOPMENT CONSISTING OF THREE ATTACHED RESIDENTIAL CONDOMINIUM UNITS AND ASSOCIATED LANDSCAPE AND HARDSCAPE IMPROVEMENTS ON AN IMPROVED 0.19-ACRE LOT WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT AT 803 W. LA JOLLA STREET.**

**A. Recitals.**

**WHEREAS**, Eric Lin, representing CHD International (“Applicant” hereinafter), located at 803 W. La Jolla Street, filed three applications for approval of Use Permit No. UP 2023-10 and Site Plan Review No. SPR 2023-02 described in the title of this Resolution and Tentative Parcel Map No. TPM 2020-124. Hereinafter, in this Resolution, the subject Use Permit and Site Plan Review requests are referred to as the “Applications”; and

**WHEREAS**, on November 14, 2023, the Planning Commission conducted a duly noticed public hearing, as required by law, and received a staff report and other relevant information from City staff and members of the public regarding the CHD International, c/o Eric Lin, application for Use Permit and Site Plan Review applications; and

**WHEREAS**, after careful consideration of all pertinent testimony and the staff report offered in the case, the Planning Commission voted to approve the “Applications”; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, it is hereby found, determined, and resolved by the Planning Commission of the City of Placentia as follows:

**Section 1.** Use Permit. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Applications, including written staff reports, verbal testimony, and development plans, in accordance with PMC Section 23.21.030 (Uses Permitted Subject to Obtaining a Use Permit) for the development of three attached, condominium townhome units and PMC Chapter 23.87 (Use Permits). As such, the Planning Commission finds as follows:

- a. The proposed use will not be: (A) detrimental to the general health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city as the proposed condominium townhome development will be consistent with other multifamily

residential uses in the immediate neighborhood and the proposal represents a request for ownership units rather than rental units only; and

- b. The proposed use will be consistent with the latest adopted General Plan as the condominium townhome development will be consistent with Land Use Policy LU-5.8, by improving the quality of Placentia's multi-family neighborhoods through improved site, building, and landscaping design, and is consistent with Policy LU-1.2 in that the project will accommodate an opportunity for infill multi-family residential development, and is also consistent with Policy LU-2.4 in that this development is designed to be compatible with adjacent neighborhoods; and
- c. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions, are made part of the Use Permit approval.

**Section 2.** Site Plan Review. The development, as modified by the attached Conditions of Approval and Standard Development Requirements (Attachment "A"), meets the overall requirements of PMC Chapter 23.21 ("R-3"-High Density Multiple-Family District) and PMC Chapter 23.75 (Development Plan Review), Section 23.75.015 (Site Plan Review), of the Zoning Code. As such, the Planning Commission finds as follows:

- a. The project meets or exceeds the criteria established in PMC Section 23.75.020 in terms of compliance with all development standards of the R-3 Zoning District such as minimum lot size, minimum setbacks, maximum building height, maximum lot coverage, and minimum onsite parking ; and
- b. Conditions of Approval have been prepared as necessary to prevent: (A) detriment to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (B) injurious to the property or improvements within the neighborhood or within the city as the triplex development is consistent with other surrounding residential uses and has been designed to visually blend into the neighborhood context of the existing La Jolla district, and
- c. The proposed development will be consistent with the latest adopted General Plan as it is consistent with the maximum density of the Land Use designation of High Density Residential and reinforces Land Use Policy LU-1.2, which encourages a variety of residential infill opportunities, including multi-family, in designated areas to satisfy regional housing needs; and
- d. Conditions necessary to secure the purposes of Section 23.75.020, including guarantees and evidence of compliance with conditions, are made part of the development approval.

**Section 3.** Based upon the environmental review of the project, the Planning Commission finds that UP 2023-10 and SPR 2023-02 are exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) as the permit would be issued to an infill development project.

**Section 4.** The Planning Commission hereby directs that, upon approval of UP 2023-10 and SPR 2023-02, that a Notice of Exemption shall be filed with the Orange County Clerk/Recorder.

**Section 5.** Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves UP 2023-10 and SPR 2023-02 as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

**Section 6.** The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2023.

\_\_\_\_\_  
FRANK PEREZ, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 14<sup>th</sup> day of November, 2023, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 14<sup>th</sup> day of November, 2023, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

\_\_\_\_\_  
JOSEPH M. LAMBERT,  
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Attachment A: Conditions of Approval for Use Permit No. 2023-10 and Site Plan Review No. 2023-02

**Attachment "A"**  
**Resolution No. PC-2023-16**  
**Special Conditions of Approval and Standard Development Requirements for**  
**Use Permit No. UP 2023-10 &**  
**Site Plan Review No. SPR 2023-02**  
**803 W. La Jolla Street**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.**

**DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:**

1. Use Permit No. UP 2023-10 and Site Plan Review No. SPR 2023-02 is valid for a period of twenty-four (24) months from the date of final determination, unless extended pursuant to Placentia Municipal Code (PMC) Sections 23.75.080 and 23.87.080. If the development of the site and/or use approved by this action is not established by obtaining Building Permits within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.
2. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.
3. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

4. The site plan, floor plans, and elevations, including all associated architectural, landscape, civil drawings, and the colors and materials palette received and dated October 3, 2023, shall be the conceptually approved design.
5. Any significant modifications to the approved site plan, floor plans, elevation plans, including all associated architectural, landscape, civil drawings, and the colors and materials palette, that change, expand, or intensify the use(s) shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the City of Placentia Planning Commission or may be approved administratively by City staff.
6. All applicable provisions of the Placentia Municipal Code (PMC) shall be met prior to issuance of Building Permits and shall be adhered to at all times.
7. Prior to issuance of building permits, except as otherwise noted, the project plans shall be submitted for the review and certification for inclusion into the entitlement file by the Director of Development Services and shall include the following information:
  - a. All Special Conditions of Approval and Standard Development Requirements of UP 2023-10 and SPR 2023-02. Include any project revisions on the applicable sheets of the project plans. Additionally, include separate sheets with approved Special Conditions of Approval and Standard Development Requirements to be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical, and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12 point.
  - b. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
  - d. Location of transformers, meters, and other aboveground appurtenances.
  - e. The developer shall submit for City approval a construction staging plan that indicates how safe vehicular and pedestrian access to the site will be maintained for the duration of the construction period. The construction stage plan shall include measures such as, but not limited to the following:
    - i. A telephone number and a name of a contact person for registering complaints or comments shall be posted in a clearly visible manner along the perimeter of the site.
    - ii. The employment of a flag person to direct traffic when construction vehicles access the project site and the construction staging area.
    - iii. Alternate pedestrian routes to the site to be clearly delineated with safe access to and from the site.

- iv. If any sidewalk is blocked during construction, alternate routes for pedestrians and bicycles shall be clearly marked with signs approved by the City.
  - v. All access points shall be clearly marked during construction, and if an access point is blocked during construction, a detour sign to an alternate access point shall be clearly posted.
  - vi. A detailed timeline outlining the course of the following activities as drilling, grading/construction work that will take place on the property.
8. All waste bins shall be kept within their respective garages so as not to be visible from the adjacent street. The quantity and location of each waste bin assigned to each residential unit may be modified only at the directive of Republic Services, at which time the applicant/property owner shall immediately inform the City of the modification(s).
9. Prior to any modification of the floor plans that would affect parking as stipulated in the zoning code, the applicant shall obtain written approval from the Director of Development Services or his/her designee.
10. All mechanical equipment shall be screened from public view to the satisfaction of the Development Services Director.
11. The applicant, property owner(s), and/or homeowners' association (HOA) shall be responsible for maintaining their respective properties, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris, and litter. Graffiti shall be removed by the applicant/business owner(s) within 72 hours of defacement and/or upon notification by the City.
12. Prior to issuance of the residential building permits, the applicant must follow the procedure for approval pursuant to the City adopted MWELo Guidelines for the proposed landscaping of each respective portion. A MWELo procedure and approval package is available from the public counter within the Development Services Department.
13. At the discretion of the Director of Development Services, applicant, property owner(s), and/or HOA may be required to provide a Parking Management Plan at their own expense to be reviewed by the Director of Development Services to remedy any parking concerns that may arise with the project. The staff review of the parking management plan will be at the expense of the property owner/property management company.
14. Prior to issuance of the first building permit, the developer shall pay in full to the City of Placentia, all applicable citywide Development Impact Fees adopted by and set forth in City Council Ordinance O-2017-10, and/or as set forth in Chapter 5 of the Placentia Municipal Code prior to issuance of the first building permit.

15. Developer and/or property owner agrees to approve the incorporation of the project into the Community Facilities District No. CFD 2014-01 (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. Said annexation into CFD No. 2014-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
16. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into LMD No. 1992-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
17. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into SLD No. 1981-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
18. Developer and/or property owner agrees that the City may, at its sole election, require that, instead annexing into SLD 1981-01 and/or LMD 1992-01, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-01 and/or LMD 1992-01. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District.
19. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:
  - a. An exterior lighting (photometric) plan showing location, type of fixtures and-areas of illumination shall be submitted and reviewed for compliance with City standards and the Placentia Municipal Code. Lighting shall neither negatively impact adjacent properties nor the public right-of-way.
  - b. Complete landscape and irrigation plans.
  - c. Postmaster approval of the location and design of the mailboxes, if applicable.
20. The individual residential units cannot be occupied, the final Certificate of Occupancy cannot be approved, and utilities cannot be released until the following is completed for each respective portion of the property:
  - a. The property owner(s) and/or their successor(s) willfully agree to annex into those district(s) for the project area identified by Condition Nos. 15-17 above. If any of the subject units are sold prior to annexation into the three districts, the future property owner(s) must complete the annexation process and no Certificates of

Occupancy shall be issued prior to completion of annexation.

- b. The property owner(s) shall pay in full all applicable impact fees associated with the development project.
21. The final action of UP 2023-10 and SPR 2020-01 shall be contingent upon final approval of Tentative Parcel Map No. TPM 2020-124. In the event the UP and DPR are denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.
22. Comply with all applicable conditions of approval of TPM 2020-124.

**DEVELOPMENT SERVICES DEPARTMENT – BUILDING DIVISION:**

23. The plans shall be prepared, sealed, and signed by a California licensed architect or civil/structural engineer.
24. The governing codes for the project are the editions of the 2022 CBC, CMC, CPC, CEC, CFC, California Green Building Standards, and State Title 24 Energy Standards for Residential.
25. The building shall be equipped with a fire sprinkler system throughout.
26. Each unit shall have the minimum required photovoltaic system, which could be considered as a deferred submittal. The deferred submittal shall indicate that prior to the final framing inspection the PV System plans and calculations shall be submitted for plan checking and permit issuance.
27. The units shall be separated from each other vertically and horizontally with a one-hour fire resistance construction.
28. The project shall have an approved precise grading plan, which is signed off by the City Engineer and its copies shall be attached to each set of the building plans.

**PUBLIC WORKS DEPARTMENT:**

**General Requirements**

29. The following items are required for review:
  - a. Rough/Precise grading and drainage plan;
  - b. Geotechnical report;
  - c. Hydrology/drainage study; and
  - d. Water Quality Management Plan (WQMP).

30. All improvements and grading plans shall be drawn on the city's templates, twenty-four (24) inch by thirty-six (36) inch Mylar in size and signed by a registered civil engineer or other registered/licensed professional as required.
31. Provide signature block for City Engineer: License Number – C82756.
32. Provide a separate Erosion Control Plan for the Project.
33. Identify all existing and proposed storm drain structures, types, sizes, and specifications on the plans.
34. Provide details for the new driveways, ADA ramp, and sidewalks per the City of Placentia Standards (OC Standard Plans) and the latest Standard Specifications of Public Works Contraction (The Green Book.) The existing sidewalk and driveway will have to be ADA compliant and replaced from joint to joint the entire frontage of the parcel. Latest ADA requirements for design, construction, and certification for ADA Ramp. Applicant to hire a CASP consultant to provide the ADA Ramp.
35. Prior to issuance of Certificate of Occupancy or building final, all existing and new utilities including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances.
36. Provide a Bond Estimate for all improvements. Performance and Labor/Material bonds shall be required prior to issuance of grading permit. This is to guarantee completion of all public improvements in addition to grading, drainage, and erosion control to the satisfaction of the City.
37. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and removal of the existing utilities, vaults, and meters. It is also the applicant's responsibility to ensure applicant notifies the Building Inspection Division that these utilities have been properly disconnected.
38. Provide a Boundary Survey, stamped and wet signed by a surveyor, showing all easements, including public utility easements and provide references.
39. All public improvements shown on the plans shall be constructed to City of Placentia standards, ordinances, policies and/or reasonably determined by the City Engineer to be applicable.
40. The existing pavement conditions of La Jolla Street and Lawrence Street have been determined by the City to be unsuitable due to cracking, irregular surfaces, age, water damage and/or failure to meet structural section to support the new development. Applicant must provide street resurfacing of one-half section (up to street centerline) of pavement along the full length of La Jolla Street and Lawrence Street (grinding and overlay to a depth of 2 inches). All public improvements shown on the plan and/or

tentative map shall be constructed in compliance to City of Placentia standards, ordinance, policies and/or a reasonable determination by the City Engineer to be applicable to the project.

41. Prior to issuance of Certificate of Occupancy or building final for the last phase of construction, as depicted in the construction phasing plan dated received on October 2, 2019, all existing and new utilities including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances.
42. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection, undergrounding of utilities and/or relocation of the existing utilities, vaults, and meters. It is also the applicant's responsibility to ensure applicant notifies the Building Inspection Division that these utilities have been properly relocated and/or disconnected. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
43. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project plans on an AutoCAD DWG and DFX digital format. If the required files are unavailable, the applicant shall pay a scanning fee to cover the cost of scanning the as-built plans.
44. Title of tentative map needs to clarify whether the application is for Apartment Complex or Condominium units.
45. Provide an erosion control for protection of the site during and post excavation activities.
46. The applicant shall relocate pedestal on Lawrence Street to provide for an ADA-compliant sidewalk.
47. The applicant shall replace frontage driveway per OC Standard Plans.
48. The applicant shall replace the curb ramp and cross gutter at the northwest corner of La Jolla and Lawrence Streets to be ADA-compliant.
49. The applicant shall repaint the red curb along the property frontage.

## **Demolition**

50. Provide a site plan showing that the new building footprint will be completely outside of the easement areas.
51. Provide a full set of plans for demolition of the existing facilities and utilities, including above ground and underground structures, footings, utilities, vaults, fences, walls, sewer lines, storm drainpipes, waterlines, etc., Plans shall address conditions and

procedures, as are necessary, to show that the demolition work will be conducted without creating a hazardous condition, when excavating next to other existing footings, walls, and slopes. A separate demolition permit is required from the Building Department, prior to performing any kind of demolition on site.

52. The existing sanitary sewer line must be removed and capped at the property line. The sewer cap shall be inspected and shall not be covered until an inspection has been conducted. This inspection shall be requested at least 24 hours before the inspection is needed.
53. Provide AQMD Rule 1403 permit number, prior to starting any demolition work.
54. Provide an erosion control for protection of the site during and post demolition and excavation activities.
55. A copy of the Grant deed and owner's permission on the application for demolition is required at the time of issuance of the permit.

### **Sewer Line Improvements and Construction**

56. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Golden State Water Company.
57. Provide details for sewer capping and connections.
58. The applicant shall submit a Will Serve Letter from water and power agencies.
59. Prior to issuance of building permit, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results of the system analysis may require special construction such as booster pumps, upsize the downstream pipes and backwater valves. The engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.
60. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Department of Fire and Life Safety's Fire Marshal and satisfaction to the City Engineer.
61. Sewer flow calculations justifying pipeline design and connection to the main shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer. Provide sewer capacity analysis to evaluate the proposed sewer flow rates into the City sewer system using current flow rate and for pipeline capacity availability. See attached for Sewer Capacity Guidelines.

## **Storm Drain Improvements and Construction**

62. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the Public Works Director.
63. Please provide Hydrology/Hydraulic Calculations and show the drainage and runoff to the street.
64. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.
65. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.
66. The post development peak flow rate generated from the project site shall be less than or equal to the predevelopment peak flow rate from the site for all frequency storms up to and including 100-year return.
67. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

## **Grading**

68. Provide volumes of cut and fill on the grading plans.
69. The development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. Drainage shall be indicated on the precise grading plans.
70. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify

the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (<http://ocwatersheds.com/publiced/residents/glltd>) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long-term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.

71. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.
72. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.
73. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations, and street improvements shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.
74. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of the Public Works Department.
75. The site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.
76. All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo censored cell.

## **FIRE AND LIFE SAFETY DEPARTMENT**

77. Prior to issuance of a building, the following shall be complete, provided and/or submitted:
- a. The Placentia Fire and Life Safety Department at time of plan or permit submission will charge certain fees for plan review and inspections. Fees will be determined at the time of plan review and/or inspections.
  - b. The proposed project shall comply with the applicable codes and standards of Title 24, Part 1-12.
78. Prior to construction, the following shall be completed, provided and/or submitted:
- a. Hose pull distances shall not exceed one hundred and fifty feet (150) feet from all portions of the exterior walls as measured by an approved path of travel. Distances are measured from a point beginning ten (10) feet from the edge of the curb.
  - b. Group R-3 and U Occupancies: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. No portion of the facility or building shall be in excess of 300 feet from a water supply on a public street, as measured by an approved route around the exterior of the facility or building.
79. Prior to occupancy, the following shall be completed, provided, and/or submitted:
- a. Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with NFPA #13-R Standard for Automatic Fire Sprinkler Systems-Multi-Family Dwellings. Electronic, PDF format plans with hydraulic calculations and material specification's sheets for all equipment used in the system shall be submitted to Placentia Fire and Life Safety via email by a State of California Licensed C-16 Contractor for review, approval, and permits must be issued prior to commencing work
  - b. Hardwired with battery backup smoke alarms are required throughout each unit and shall be interconnected.
  - c. CO detectors are required to be installed throughout each unit.
  - d. Permanent residential three-dimensional street numbers, minimum 6 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be illuminated and be visible from the street and shall not be obstructed in any manner.
  - e. Provide plans as a PDF file for pre-fire planning use by the fire department. Information shall include locations of all exits, stairwells, and roof access. Also, the location of fire hydrants, fire department connections, post indicator valves, backflow prevention, gas, electrical, water, fire sprinkler risers and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm

panels, and remote annunciators. The symbols used for the pre-fire plan must be obtained from Placentia Fire & Life Safety Department

- f. Final fire protection plans, hydraulics, specifications, and technical books shall be submitted in a PDF file and checked for quality control, prior to occupancy. The PDF must contain the approved plan stamps from Placentia Fire & Life Safety Department.

**8RESOLUTION NO. PC-2023-17**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVAL OF TENTATIVE PARCEL MAP NO. TPM 2020-124 FOR THE SUBDIVISION OF THREE RESIDENTIAL TOWNHOME UNITS FOR CONDOMINIUM PURPOSES ON A 0.19-ACRE IMPROVED LOT LOCATED WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT AT 803 W. LA JOLLA STREET.**

**A. Recitals.**

**WHEREAS**, On November 14, 2023, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Parcel Map No. TPM 2020-124 for the project located at 803 W. La Jolla Street.

**WHEREAS**, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding CHD International's, c/o Eric Lin, application for a Tentative Parcel Map.

**WHEREAS**, All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, the Planning Commission of the City of Placentia recommends to the City Council the following:

**Section 1.** The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

**Section 2.** Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval set forth in Attachment "A" of this Resolution and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of

the High Density Residential (R-3) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "High Density Residential", and the proposed use does not involve any change in the land use of the subject site. The proposed project involves the development of a two-story, multi-family building consisting of a total of three attached residential townhome units.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.21, "R-3"-High Density Multiple-Family District, of the PMC. City Staff carefully examined the proposed development against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and determined it to be in substantial compliance. The proposed Development includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "A" contain Conditions of Approval and Standard Development requirements specific to this development application in order to provide assurances that the proposed construction of the residential development project and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan. The proposed Tentative Parcel Map is to support the construction of a two-story, multi-family building consisting of a total of three attached residential townhome units on the site. The proposed residential development is consistent with all polices, programs, and goals of the General Plan, as the condominium townhome development will be consistent with Land Use Policy LU-5.8, by improving the quality of Placentia's multi-family neighborhoods through improved site, building, and landscaping design, and is consistent with Policy LU-1.2 in that the project will accommodate an opportunity for infill multi-family residential development, and is also consistent with Policy LU-2.4 in that this development is designed to be compatible with adjacent neighborhoods.

f. That the site is physically suitable for the type of development. The subject site is a 0.19-acre area, which has been designed to accommodate the development pursuant to allowable density allowed in the R-3 Zone, and the project also is providing sufficient parking and landscaping. Based on this, the subject site is adequate to accommodate the proposed residential development.

g. That the design of the subdivision or type of improvements is not likely to cause serious public health problems. The proposed subdivision is to allow the formation of three residential condominium units within the City of Placentia that will accommodate one residential townhome building.

h. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, any utility easements found, will be protected in place and will not be altered by the construction of the project.

i. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an improved property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species.

j. The intent of the R-3 zone is to stabilize and maintain the residential character of the district for high density apartment living . The proposed project will create a new multi-family residential development. The applicant has designed the residential development in a manner that accomplishes all of the goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing appropriate areas of open space. Furthermore, the proposed design will enhance the streetscape, thus contributing to aesthetically enrich the La Jolla neighborhood.

k. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is an underutilized site.

**Section 3.** The Planning Commission hereby recommends:

(a). That the City Council of the City of Placentia adopt a Notice of Exemption for this project pursuant to the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15332, In-Fill Development Projects, *et seq.*, and the Environmental Guidelines of the City of Placentia and that the Council review and consider the information contained in said Notice Of Exemption with respect to the Application;

(b). That the City Council find and determine that, based upon the findings herein, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

(c). The City Council find that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

**Section 4.** Based upon the findings and conclusions set forth herein, this Planning Commission hereby recommends that City Council approve Tentative Parcel Map 2020-124, as modified herein, and specifically subject to the conditions set forth in Attachment "A" attached hereto and by this reference incorporated herein.

**Section 5.** The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED THIS 14<sup>TH</sup> DAY OF NOVEMBER 2023.

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FRANK PEREZ, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 14<sup>th</sup> day of November, 2023, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 14<sup>th</sup> day of November, 2023, by the following vote:

AYES:	COMMISSION MEMBERS:
NOES:	COMMISSION MEMBERS:
ABSENT:	COMMISSION MEMBERS:
ABSTAINED:	COMMISSION MEMBERS:

ATTEST:

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JOSEPH M. LAMBERT,  
SECRETARY TO THE PLANNING COMMISSION

APPROVED AS TO FORM:

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CITY ATTORNEY

Attachment A: Conditions of Approval for Tentative Parcel Map No. 2020-124

**Attachment "A"**  
**Resolution No. PC-2023-17**  
**Special Conditions of Approval for**  
**Tentative Parcel Map No. TPM 2020-124**  
**803 W. La Jolla Street**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.**

**DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:**

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of TPM 2020-124 and the final map is contingent upon City Council Approval.
4. TPM 2020-124 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council.

5. A final parcel map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.
6. TPM 2020-124 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.
7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand, or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.
8. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.
9. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, Applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.
10. The final action of TPM 2020-124 shall be contingent upon final approval of Use Permit No. UP 2020-01 and Site Plan Review No. SPR 2020-03. In the event the TPM is denied, approval of any of the aforementioned entitlements shall be deemed to be null and void.
11. Comply with all applicable conditions of approval of UP 2023-10 and SPR 2023-02.

## **PUBLIC WORKS – ENGINEERING DIVISION:**

12. Prior to recordation of the final parcel map, the public improvement plans as required shall be prepared and signed by the applicant's Civil Engineer.

### **Final Parcel Map**

13. Applicant shall provide a quitclaim or relocation of any easement(s) that affects the proposed development.
14. The applicant shall prepare and submit a preliminary title report no older than 90 days.
15. Prior to approval of the Final Parcel Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design, and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.
16. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final parcel map.
17. Prior to the exoneration of any security, the applicant shall submit a digital copy of the final parcel map and all as built public improvement plans, in a file format acceptable to the City Engineer.



# ATTACHMENT 3. VICINITY ZONING MAP TPM 2020-124, UP 2023-10, & SPR 2023-02 803 W. La Jolla Street



Aerial A.



Aerial B.

# WANG'S 3-UNIT CONDO - PLACENTIA

## 803 W LA JOLLA ST. PLACENTIA, CA 92870



### GENERAL INFORMATION

- PROJECT ADDRESS:  
803 W LA JOLLA ST. PLACENTIA, CA 92870
- SCOPE OF WORK:  
1. DEMO EXISTING RESIDENCE  
2. CONSTRUCTING 3 NEW TWO-STORY CONDO W/ 2-CAR GARAGE FOR EACH UNIT
- NUMBER OF STORY: 2
- BUILDING HEIGHT: 27'-02"
- ZONING: R-3 HIGH DENSITY RESIDENTIAL

#### AREAS FOR BUILDING DEPARTMENT USE:

UNIT	A	B	C
FIRST FLOOR	620	650	645
SECOND FLOOR	1058	1269	1052
TOTAL LIVING AREA	1678	1919	1697
GARAGE	424	417	424
TOTAL AREA	2102	2336	2121
LOT AREA	8237.5 SF.		
LOT COVERAGE:	3180 SF. 3180 / 8237.5 = 38.6%		

### LEGAL JURISDICTION:

CITY OF PLACENTIA, CALIFORNIA

- GROUP OCCUPANCY: R-3 & U
- CONSTRUCTION TYPE: V-B
- FIRE ZONE: NONE
- PUBLIC SEWER: YES
- FIRE SPRINKLER: NO

#### NOTE:

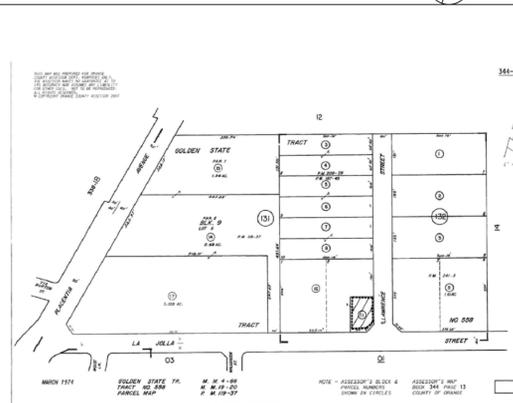
ENTIRE LOT TO BE DEMOLITION AND REBUILD NEW. SEE BELOW FOR DETAILS. THESE CALCULATIONS ARE FOR ARCHITECTS USE ONLY AND ARE NOT INTENDED FOR USE BY OTHERS

### APPLICABLE CODES:

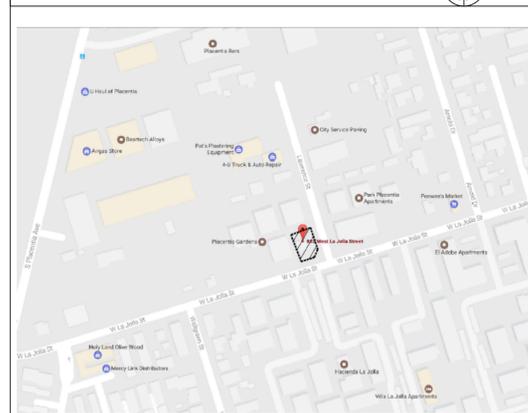
2022 CALIFORNIA BUILDING CODE (CBC)  
 2022 CALIFORNIA RESIDENTIAL CODE (CRC)  
 2022 CALIFORNIA ELECTRICAL CODE (CEC)  
 2022 CALIFORNIA MECHANICAL CODE (CMC)  
 2022 CALIFORNIA PLUMBING CODE (CPC)  
 2022 CALIFORNIA FIRE CODE (CFC)  
 2022 CALIFORNIA GREEN BUILDING STANDARD CODE (GBC)  
 2022 BUILDING ENERGY EFFICIENCY STANDARDS  
 2022 CALIFORNIA ENERGY CODE (TITLE 24, PART 6 PLACENTIA MUNICIPAL CODE)

PUBLIC SAFETY, TITLE 19, CALIFORNIA CODE OF REGULATIONS, STATE FIRE MARSHAL REGULATIONS.

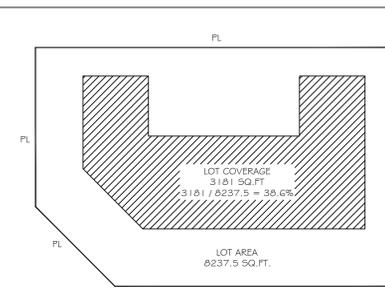
### VICINITY MAP



### VICINITY MAP



### LOT COVERAGE



### OWNER'S INFO

STEVEN WANG  
 CELL: 626-688-8787  
 EMAIL: WANGZHUYU5@HOTMAIL.COM  
 17746 NEARBANK DR.  
 ROWLAND HEIGHTS, CA 91748

### SHEET INDEX

ID	SHEET TITLE
A-1.0	GENERAL INFORMATION
A-2.0	PROPOSED SITE PLAN
A-3.0	GRADING PLAN
A-4.0	EROSION CONTROL PLAN
A-5.0	LANDSCAPING PLAN
A-6.0	PROPOSED 1ST FLOOR PLAN
A-7.0	PROPOSED 2ND FLOOR PLAN
A-8.0	PROPOSED ROOF PLAN
A-9.0	WINDOWS & DOORS SCHEDULE
A-10	ELEVATION VIEW 1
A-11	ELEVATION VIEW 2
A-12	SECTION VIEWS 1
A-13	SECTION VIEWS 2
A-14	COLOR ELEVATION VIEW 1
A-15	COLOR ELEVATION VIEW 2
A-16	MATERIAL BOARD 1
A-17	MATERIAL BOARD 2

### LEGAL DESCRIPTION

APN: 344-131-11  
 TPM: 2020-124

TRACT: 16705 LOT: 9  
 ADDRESS: 803 W LA JOLLA ST.  
 PLACENTIA, CA 92870

### PROJECT TEAM INFORMATION

ARCHITECTURAL:  
 STEVEN Z. WANG  
 C: 626-688-8787  
 E-MAIL: WANGZHUYU5@HOTMAIL.COM  
 17746 NEARBANK DR.  
 ROWLAND HEIGHTS, CA 91748

STRUCTURAL:  
 Z.Y.NI ENGINEERING STRUCTURAL  
 CONSULTANT  
 TEL: 626-298-1828  
 8232 GARVEY AVE.  
 ROSEMEAD, CA 91770

T-24:  
 PERFECT DESIGN & INVESTMENT, INC.  
 TEL: 626-289-8808  
 E-MAIL: PERFECTAAA@AOL.COM  
 2416 W. VALLEY BLVD.  
 ALHAMBRA, CA 91803

REVISION DATE

WANG'S 3-UNIT CONDO -  
 PLACENTIA  
 803 W. LA JOLLA ST.  
 PLACENTIA, CA 92870

STREET ADDRESS

803 W LA JOLLA ST.  
 PLACENTIA, CA 92870

PROJECT

WANG'S 3-UNIT CONDO - PLACENTIA

DRAWN BY:

STEVEN Z. WANG

DATE:

09.18.2023

TITLE:

GENERAL INFORMATION

A-1.0

TYPE  
 SEQUENCE

FILE NAME:









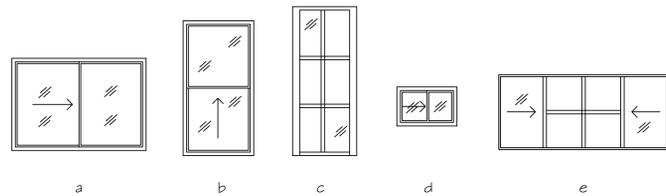






## WINDOWS SCHEDULE

	SIZE (WXH)	SLIDER	MATERIAL	GLASS TYPE	TYPE	NOTE
①	24" X 42"	XO	VINYL	CLR/LE3	b	TEMPERED SAFETY GLAZED
⑫	32" X 24"	XO	VINYL	CLR/LE3	a	TEMPERED SAFETY GLAZED
⑬	18" X 12"	XO	VINYL	CLR/LE3	d	TEMPERED SAFETY GLAZED
⑭	32" X 42"	XO	VINYL	CLR/LE3	b	TEMPERED SAFETY GLAZED
⑮	48" X 42"	XO	VINYL	CLR/LE3	a	TEMPERED SAFETY GLAZED / RESCUE OPENING: 7 SF.
⑯	48" X 48"	XO	VINYL	CLR/LE3	a	TEMPERED SAFETY GLAZED
⑰	32" X 84"		VINYL	CLR/LE3	c	TEMPERED SAFETY GLAZED
⑱	72" X 48"	XO	VINYL	CLR/LE3	a	TEMPERED SAFETY GLAZED
⑲	96" X 42"	XOX	VINYL	CLR/LE3	e	TEMPERED SAFETY GLAZED



## WINDOWS SCHEDULE

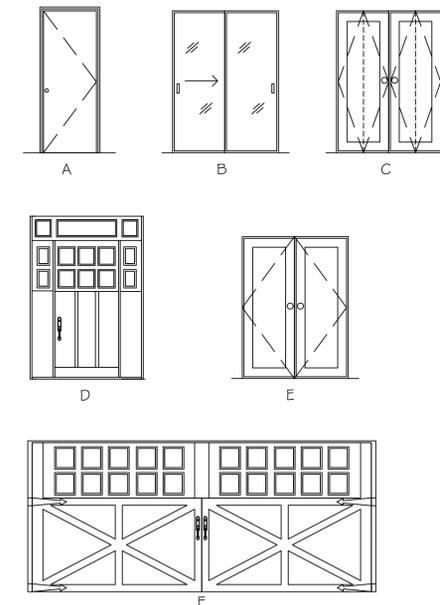
2  
A-5.0

### NOTE:

- ALL GLASS GLAZING IN DOOR MUST BE TEMPERED.
- SHOWER GLASS DOOR MUST BE TEMPERED.
- SHOWER DOORS SHALL SWING OUT. NET AREA OF SHOWER RECEPTOR SHALL BE NOT LESS THAN 1.024 SQ.IN. OF FLOOR AREA, AND ENCOMPASS 30-IN. DIAMETER CIRCLE. (PC 408.6)
- U-FACTOR = 0.30, SHGC = 0.23 FOR DOOR AND WINDOW GLAZING (NEW)
- HOUSE WILL BE CONNECTED TO PUBLIC SEWER
- SILL HEIGHT: MAX 44"
- EFFECTIVE JAN 1, 2020 GAS WATER HEATER SHALL HAVE ALL THE FOLLOWING AS PER 2019 CALIFORNIA ENERGY CODE 150.0(n)1 :
  - A DEDICATED 125V, 20-AMP ELECTRICAL RECEPTACLE THAT IS CONNECTED TO THE ELECTRICAL PANEL WITH A 120/240-VOLT 3 CONDUCTOR, 10 AWG COPPER BRANCH CIRCUIT, WITHIN 3 FEET FROM THE WATER HEATER AND ACCESSIBLE WITH NO OBSTRUCTIONS. BOTH ENDS OF THE UNUSED CONDUCTOR SHALL BE LABELED WITH THE WORD "SPARE" AND ELECTRICALLY ISOLATED AND MUST HAVE A RESERVED SINGLE-POLE CIRCUIT BREAKER SPACE ADJACENT TO HIS CIRCUIT BREAKER LABELED "FUTURE 240V USE".
  - A CATEGORY III OR IV VENT, OR A TYPE B VENT WITH STRAIGHT PIPE BETWEEN OUTSIDE AND WATER HEATER.
  - A CONDENSATE DRAIN NO MORE THAN 2 INCHES HIGHER THAN THE BASE ON WATER HEATER FOR NATURAL DRAINING.
  - A GAS SUPPLY LINE WITH CAPACITY OF AT LEAST 200,000 BTU/HR.
- EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE CLEAR OF ANY OBSTRUCTION AND OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS, TOOLS OR SPECIAL KNOWLEDGE.
- DOORS AND WINDOWS SHALL BE SAFETY GLAZING PER SECTION 2406 SAFETY GLAZING.

## DOOR SCHEDULE

	SIZE (WXH)	POSITION	MATERIAL	TYPE	LOCATION	NOTE
①	60" X 91"	EXTERIOR	WOOD	D	FRONT DOOR	
②	30" X 80"	INTERIOR	WOOD	A		
③	32" X 80"	INTERIOR	WOOD	A		
④	60" X 80"	INTERIOR	METAL / GLASS	B	CLOSET SLIDING DOOR	
⑤	48" X 80"	INTERIOR	WOOD	C	BI-FOLDED DOOR	
⑥	192" X 84"	EXTERIOR		F	GARAGE DOOR	
⑦	60" X 80"	INTERIOR	WOOD	E	CLOSET DOUBLE SWING DOOR	
⑧	32" X 80"	INTERIOR	WOOD	A	GARAGE TO RESIDENCE DOOR	SHALL BE 1-3/8" SOLID DOOR WITH SELF-CLOSURE.



## DOORS SCHEDULE

2  
A-5.0

WANG'S 3-UNIT CONDO -  
PLACENTIA  
803 W. LA JOLLA ST.  
PLACENTIA, CA 92870

REVISION DATE

STREET ADDRESS

803 W LA JOLLA ST.  
PLACENTIA, CA 92870

PROJECT  
WANG'S 3-UNIT  
CONDO - PLACENTIA

DRAWN BY:

STEVEN Z. WANG

DATE:

09.18.2023

TITLE:  
WINDOWS & DOORS  
SCHEDULE

A-9.0

TYPE  
SEQUENCE

FILE NAME:

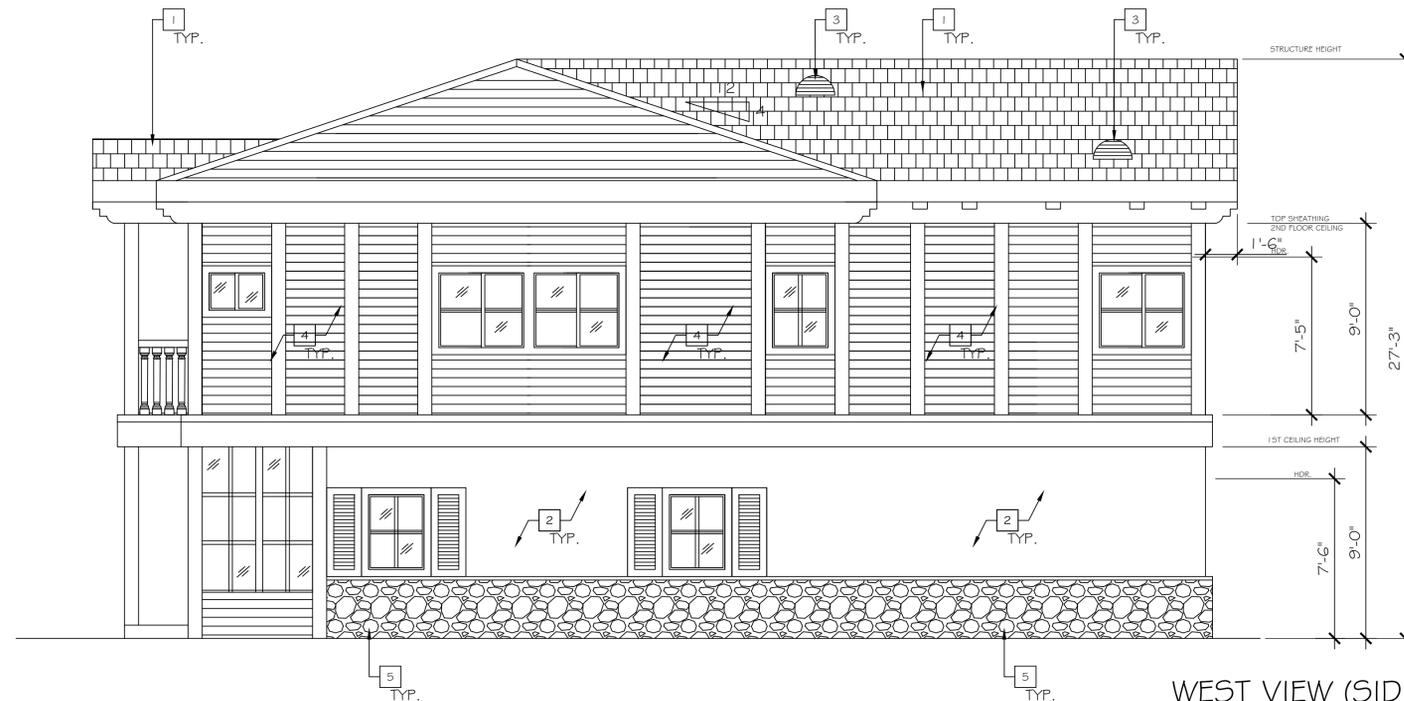




NORTH VIEW (SIDE)

SCALE: 1/4" = 1'-0"

2  
A-5.0



WEST VIEW (SIDE)

SCALE: 1/4" = 1'-0"

4  
A-5.0

NOTE: NEW EXTERIOR WALLS NEED 2 LAYERS OF GRADE D PAPER UNDER STUCCO WHEN OVER WOOD SHEATHING. (CRC 703.7.3)

EXTERIOR FINISH SCHEDULE

	MATERIAL	FINISH	COLOR	MANUFACTURE	NOTE
1	ROOF CLAY TILE	PRE-CAST	OLD SEDONA BLEND	REDLAND CLAY TILE	ICC-ES E5R-4395
2	EXTERIOR STUCCO	SAND FINISH	TOFFEE CRUNCH	LAHABRA	
3	24"x12" GALVANIZED STEEL HALF-ROUND DORMER VENT	PRE-CAST	SILVER	GIBRALTAR BUILDING PRODUCTS	
4	EXTERIOR BOARD AND BATTEN	PRE-CAST	GREEN	JAMES HARDIE	FIBER CEMENT VERTICAL SIDING OR APPROVED EQUAL
5	EXTERIOR PRE-CAST STONE VENEER	PRE-CAST	VOLTERRA	CORONADO STONE PRODUCTS	ITALIAN VILLA STYLE OR APPROVED EQUAL
6	DECK COATING	PRE-CAST		DEX-O-TEX	ICC-ES E5R-5036

REVISION      DATE

WANG'S 3-UNIT CONDO -  
PLACENTIA  
803 W. LA JOLLA ST.  
PLACENTIA, CA 92870

STREET ADDRESS

803 W LA JOLLA ST.  
PLACENTIA, CA 92870

BUILDING

PROJECT

WANG'S 3-UNIT  
CONDO - PLACENTIA

DRAWN BY:

STEVEN Z. WANG

DATE:

09.18.2023

TITLE:

ELEVATION VIEWS 2

DRAWING

A-11

TYPE  
SEQUENCE

FILE NAME:











**Boral Roofing**  
Build something great™

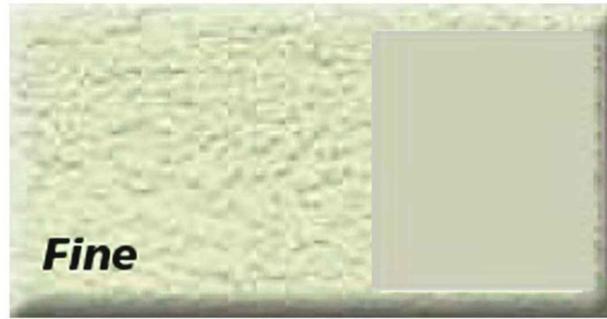


Profile: **Saxony® 900 Shake**  
 Color Name: **Garnet Blend**  
 SKU Number: **1FBCJ3182**  
 Product Type: **Standard Weight**  
 Color: **Dark Brown, Red, Grey Multicolor**

**Tile Specification**

Size: **17" x 13"**  
 Coverage: **85**  
 Approx. Installed Weight: **930 lbs**  
 Pieces per Pallet: **288**  
 Squares per Pallet: **3.39**  
 Approx. Weight per Pallet: **3405 lbs**

**LaHabra**



**696SOUTHERN MOSS**

**JamesHardie**  
**HARDIEPLANK®**  
**LAP SIDING**



**HEATHERD MOSS**

**ROOFING MATERIAL**  
N.T.S.

**05**

**STUCCO WALL MATERIAL**  
N.T.S.

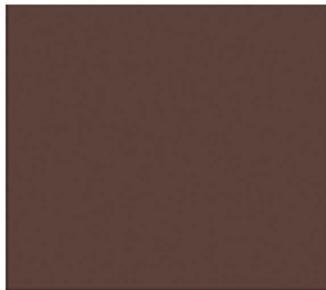
**04**

**SIDING WALL MATERIAL**  
N.T.S.

**02**



**FRONTIER LAND** DE6074



**OAK BROWN**



**ASPEN GREEN**

**TRIM/FASCIA BOARD/GARAGE DOOR/ COLUMN COLOR**  
N.T.S.

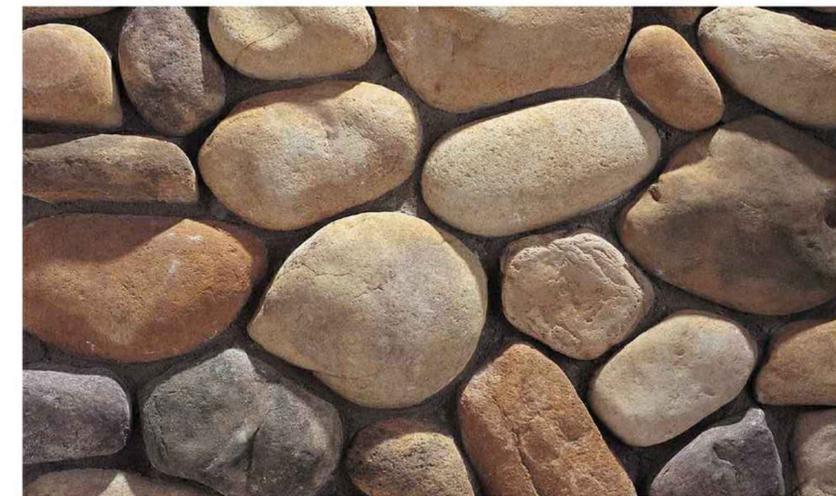
**03**

**ENTRANCE COLUMN FOOTING MATERIAL**  
N.T.S.

**01**

**ELDORADO STONE**

**River Rock**



**COLORADO COLOR**

WANG'S 3-UNIT CONDO -  
PLACENTIA  
803 W. LA JOLLA ST.  
PLACENTIA, CA 92870

STREET ADDRESS

803 W LA JOLLA ST.  
PLACENTIA, CA 92870

BUILDING

WANG'S 3-UNIT  
CONDO - PLACENTIA

PROJECT

DRAWN BY:  
STEVEN Z. WANG

DATE:  
09.18.2023

TITLE:  
MATERIAL BOARD I

**A-16**

TYPE

SEQUENCE

FILE NAME:

REVISION DATE



**Pavestone**  
8 in. x 4 in. x 60 mm Red Concrete Paver



**Model #:** 21751  
**Sku #:** 442209

**11**

**CONCRETE PAVER**  
NTS

**09**

**WINDOW DETAILS**  
NTS

**07**



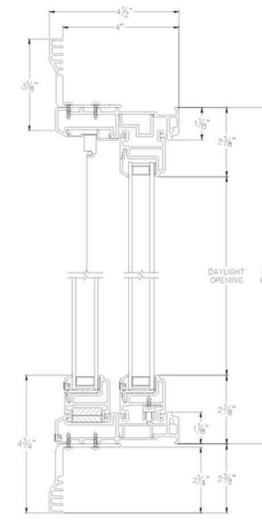
# Horizontal Sliding Window

2-1/4" Setback with Contour Z-Bar

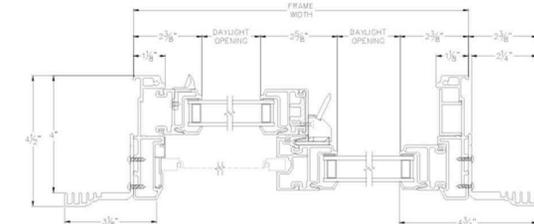
CAD File Scale: NTS | View: Horizontal & Vertical | File Name: 3110U-05 HS | Units: Inch

More Technical Documents can be found at [milgard.com/professionals](http://milgard.com/professionals)  
Due to continual research and development, details may be changed at any time. ©2013 Milgard Mfg.

## HORIZONTAL SLIDER SERIES 3110



HEAD & SILL



JAMBS

REVISION | DATE

WANG'S 3-UNIT CONDO -  
PLACENTIA  
803 W. LA JOLLA ST.  
PLACENTIA, CA 92870

**10**

**SOLAR LIGHTING**  
NTS

**08**

**WINDOW COLOR**  
NTS

**06**

## GAMA SONIC® SOLAR LIGHTING



### Post/3" Fitter Mount

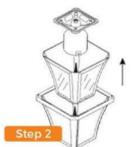
For optimum light duration throughout the night, it is very important to place your solar lamp in a spot where it will receive the maximum amount of direct sunlight throughout the day.

**Note:** For best results, the solar lamp post must be charged for two sunny days on the "ON" position.

### What's inside

Open your package and remove the contents. Check to make sure all pieces are present and accounted for.

You will need to follow these two steps to disassemble the unit completely



**Note:** If you're not going to use the 3" fitter base, disassemble the nut and part (H) from part (E).

**BAYTOWN II BULB SOLAR LAMP**  
Model: CS-105B-FPW

US Patent #9458970 #7172307

- A. Finial
- B. Top
- C. Window Frame
- D. Fixture
- H. Base
- E. 3" Fitter
- F. Wall bracket
- G. Pier Mount
- I. GS LED Bulb

**WARNING:** GAMA SONIC® Light bulbs are built and designed for Gama Sonic products only. They are not designed to be used in other electrical sockets.

For the same reason, regular AC and/or Low Voltage bulbs cannot be used in Gama Sonic products.



Clearly the best.™

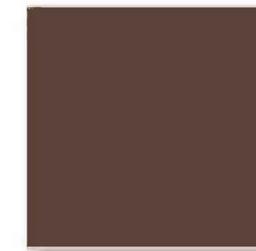
## ULTRA™ Series

Exterior Frame Colors - White interior only



Black Bean

Interior Frame Colors



ESPRESSO  
EXTERIOR ONLY

STREET ADDRESS

803 W LA JOLLA ST.  
PLACENTIA, CA 92870

PROJECT  
WANG'S 3-UNIT  
CONDO - PLACENTIA

DRAWN BY:

STEVEN Z. WANG

DATE:

09.18.2023

TITLE:

MATERIAL BOARD 2

**A-17**

TYPE  
SEQUENCE

FILE NAME:

**AFFIDAVIT OF MAILING NOTICE OF PUBLIC HEARING**

STATE OF CALIFORNIA    )  
County of Orange        )    ss

I, DEVAN A. WELLS say that on the 2<sup>ND</sup> day of NOVEMBER 2023 a copy of the notice attached hereto was mailed to each of the persons whose name and address appears on the attached list. Said mailings was done at the City of Placentia City Hall, Planning Division, located at 401 E. Chapman Avenue, Placentia, California

Project Address:       803 W. LAJOLLA STREET  
                              USE PERMIT NO. UP 2023-10; TENTATIVE PARCEL MAP NO. TPM 2020-124;  
Case No.:               SITE PLAN REVIEW NO. SPR 2023-02  
Meeting Date:         NOVEMBER 14, 2023, AT 6:30PM

I declare, under penalty of perjury, that the foregoing is true and correct.



Executed at Placentia, California on this 2<sup>ND</sup> day of NOVEMBER, 2023.

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Planning Commission of the City of Placentia will hold a public hearing in the **Council Chambers** of the Placentia City Hall, 401 E. Chapman Avenue on **Tuesday, November 14, 2023, at 6:30 p.m.**, or as soon thereafter as the matter may be heard, to consider the following items:

**APPLICANT:** CHD International, c/o Eric Lin  
**PROJECT LOCATION:** 803 W. La Jolla Street (northside of W. La Jolla Street, westside of Lawrence Street) APN 344-131-11  
**CASE NOS.:** USE PERMIT NO. UP 2023-10, TENTATIVE PARCEL MAP NO. TPM 2020-124, & SITE PLAN REVIEW NO. SPR 2023-02

**REQUEST:** **UP:** To permit the development of a two-story townhome development consisting of three attached condominium units and associated landscape and hardscape improvements on an improved 0.19-acre lot. **IPM:** To permit a condominium subdivision of three townhome units. **SPR:** To permit the development of three townhome condominium units within the High Density Residential (R-3) Zoning District.

**ENVIRONMENTAL DETERMINATION (CEQA):** The proposed development is not expected to create a negative impact on the physical environment and, therefore, staff is recommending a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guideline § 15332 (Class 32- In-Fill Development Projects) and City Environmental Guidelines.

**ALL INTERESTED PERSONS** are invited to attend this hearing and express opinions upon the items listed above.

**ANY WRITTEN MATERIALS** to be submitted to the Planning Commission should be submitted to the Planning Division at least twenty-four (24) hours prior to the hearing. Ten (10) copies are requested.

**IF YOU CHALLENGE** this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice or written correspondence delivered to the Planning Commission.

**FURTHER INFORMATION** on these items may be obtained at the Development Services Department, Planning Division, or by telephone: (714) 993-8124.

*Joseph Lambert*  
SECRETARY TO THE PLACENTIA PLANNING COMMISSION

PUBLISHED: November 2, 2023  
MAILED: November 2, 2023  
POSTED: November 2, 2023

PARA INFORMACIÓN EN ESPAÑOL, LLAME AL (714) 993-8124

## NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Planning Commission of the City of Placentia will hold a public hearing in the **Council Chambers** of the Placentia City Hall, 401 E. Chapman Avenue on **Tuesday, November 14, 2023, at 6:30 p.m.**, or as soon thereafter as the matter may be heard, to consider the following items:

**APPLICANT:** CHD International, c/o Eric Lin  
**PROJECT LOCATION:** 803 W. La Jolla Street (northside of W. La Jolla Street, westside of Lawrence Street) APN 344-131-11  
**CASE NOS.:** USE PERMIT NO. UP 2023-10, TENTATIVE PARCEL MAP NO. TPM 2020-124, & SITE PLAN REVIEW NO. SPR 2023-02

**REQUEST:** **UP:** To permit the development of a two-story townhome development consisting of three attached condominium units and associated landscape and hardscape improvements on an improved 0.19-acre lot. **IPM:** To permit a condominium subdivision of three townhome units. **SPR:** To permit the development of three townhome condominium units within the High Density Residential (R-3) Zoning District.

**ENVIRONMENTAL DETERMINATION (CEQA):** The proposed development is not expected to create a negative impact on the physical environment and, therefore, staff is recommending a categorical exemption pursuant to the California Environmental Quality Act (CEQA) Guideline § 15332 (Class 32- In-Fill Development Projects) and City Environmental Guidelines.

**ALL INTERESTED PERSONS** are invited to attend this hearing and express opinions upon the items listed above.

**ANY WRITTEN MATERIALS** to be submitted to the Planning Commission should be submitted to the Planning Division at least twenty-four (24) hours prior to the hearing. Ten (10) copies are requested.

**IF YOU CHALLENGE** this proposal in court, you may be limited to raising only those issues you or someone else raised at the public hearings described in this notice or written correspondence delivered to the Planning Commission.

**FURTHER INFORMATION** on these items may be obtained at the Development Services Department, Planning Division, or by telephone: (714) 993-8124.

*Joseph Lambert*  
SECRETARY TO THE PLACENTIA PLANNING COMMISSION

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# Advanced Listing Services Inc

Ownership Listings & Radius Maps

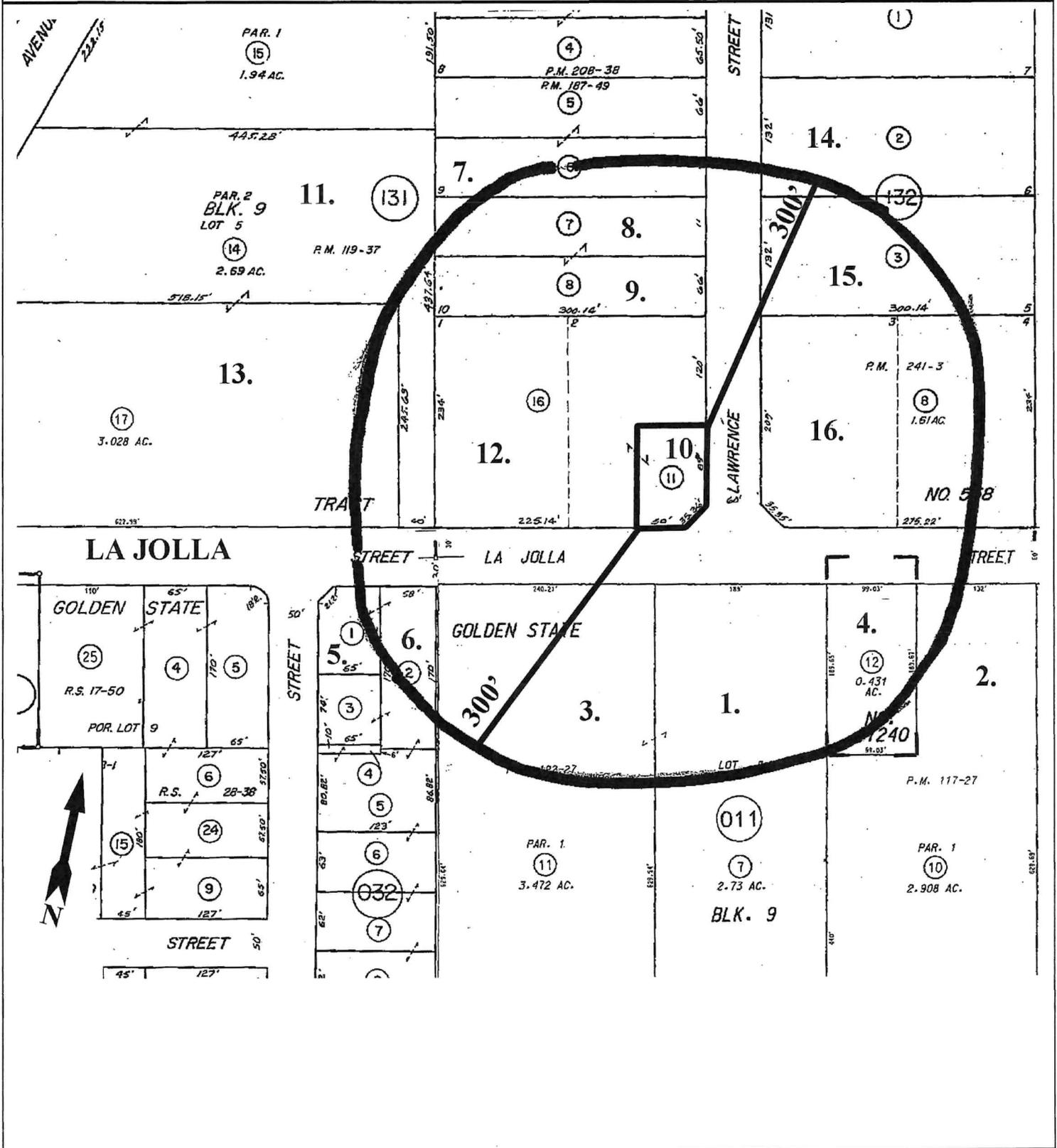
P.O. Box 2593 • Dana Point, CA • 92624

Office: (949) 361-3921 • Cell: (949) 310-6869

www.Advancedlisting.com denise@advancedlisting.com

Subject APN: 344-131-11  
300' RADIUS

Address: 803 W LA JOLLA ST  
PLACENTIA CA 92870



#12038  
10/31/2023

300' OWNERSHIP LISTING  
300' OCCUPANT LISTING  
PREPARED FOR:

344-131-11  
STEVEN ZHIYU WANG  
803 W LA JOLLA ST  
PLACENTIA CA 92870



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[www.Advancedlisting.com](http://www.Advancedlisting.com) [Denise@Advancedlisting.com](mailto:Denise@Advancedlisting.com)

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PLACENTIA CA 92870

2 344-011-10  
LMTD DABOYS  
6330 VARIEL AVE 201  
WOOLAND HILLS CA 91367

3 344-011-11  
HACIENDA LA JOLLA KOYL  
752 W LA JOLLA ST  
PLACENTIA CA 92870

4 344-011-12  
CALVISTA INVESTMENTS  
1841 AVENIDA DEL NORTE  
FULLERTON CA 92833

5 344-032-01  
MAXIMIANO RAZON  
884 W LA JOLLA ST  
PLACENTIA CA 92870

6 344-032-02  
BERNARDO LOZA  
870 W LA JOLLA ST  
PLACENTIA CA 92870

7 344-131-06  
ALBERT HOWELL PATTON  
5040 MARSHBURN CIR  
YORBA LINDA CA 92886

8 344-131-07  
LARRY A PATTON  
925 LAWRENCE ST  
PLACENTIA CA 92870

9 344-131-08  
KENNETH C DEPPE  
933 LAWRENCE ST  
PLACENTIA CA 92870

10 344-131-11  
STEVEN ZHIYU WANG  
17746 NEARBANK DR  
ROWLAND HEIGHTS CA 91748

11 344-131-14  
COUNTY INVESTMENTS  
27286 VIA INDUSTRIA B  
TEMECULA CA 92590

12 344-131-16  
LWP LLC  
1841 AVENIDA DEL NORTE  
FULLERTON CA 92833

13 344-131-17  
LEATRICE L MOISI  
35107 ROAD 180  
VISALIA CA 93292

14 344-132-02  
BEACH INDUSTRIES OWEN  
1006 N RIDGELINE RD  
ORANGE CA 92869

15 344-132-03  
DUPER DUOS SUPER  
18701 WINDY KNOLL DR  
YORBA LINDA CA 92886

16 344-132-08  
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# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

FROM: DIRECTOR OF FINANCE

DATE: DECEMBER 5, 2023

SUBJECT: **AMENDMENT NO. 1 TO RETAINER AGREEMENT FOR CITY ATTORNEY SERVICES**

FISCAL IMPACT: No fiscal impact due to recommended action; increased costs to budget related to existing agreement in FY 2023-24 - \$46,000 (101005-6005 & 101005-6006)

### **SUMMARY:**

The City Council approved a Retainer Agreement for City Attorney Services with Jones & Mayer effective July 21, 2015. Under this agreement, the City Attorney shall process, coordinate, and direct, as necessary, all legal services on behalf of the City of Placentia and the City Attorney shall attend all City Council meetings, and other meetings as required.

The current agreement allows for an increase in billing and hourly rates by the Consumer Price Index, not to exceed five percent (5%) annually on the anniversary date of the agreement beginning in 2017. This timing does not allow for any adjustments to be incorporated into the City's Adopted Budget. To assist in budgeting for these price increases, the CPI index will be measured in February of each year, with adjustments, if any, effective March 1<sup>st</sup>. City staff requested Amendment No. 1 to the Retainer Agreement for City Attorney Services to reflect this change and to restate the existing billing and hourly rates.

### **RECOMMENDATION:**

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

Approve Amendment No. 1 to Agreement for City Attorney Legal Services, to be executed by the Mayor, in a form approved by the City Attorney.

### **DISCUSSION:**

The City Council approved a Retainer Agreement for City Attorney Services with Jones & Mayer effective July 21, 2015. The agreement allows for billing and rate increases annually on the agreement's anniversary date by the Consumer Price Index (CPI) up to five percent (5%). The City Attorney's office recently notified the City of its intention to increase its rates for the 2021-22 and 2022-23 fiscal years as it has not increased its rates since the fiscal period ending June 30, 2021. The increases are 5 percent (5%) for 2021-22 and 2.7 percent (2.7%) for 2022-23 respectively, for a total increase of 7.7 percent (7.7%).

**1.d.**  
**Dec. 05, 2023**

The City was notified of these increases August 29, 2023, after the beginning of the 2023-24 fiscal year, and as a result the proposed increases were not accounted for in the budget. To align with the City's annual budget process, City staff requested an amendment to the agreement with an annual CPI measurement date of February, and any resulting increase in fees effective March 1<sup>st</sup> so they could be incorporated into the proposed budget for the following fiscal year.

No other adjustments or modifications are proposed or recommended at this time.

**FISCAL IMPACT**

There is no fiscal impact based upon the recommended action, however there is an increase in costs consistent with the billing and rate increase clause in the existing agreement for City Attorney services. For transparency, the impact to the FY 2023-24 budget for these increases are outlined below.

The annual cost of City Attorney services can fluctuate annually depending on the amount and level of service needed in a given year. Based on trend analysis for the last and current fiscal years, it is estimated that the increase in billing fees will cost approximately \$46,000 for the 2023-24 fiscal year based on projected annual legal expenses of \$646,000, inclusive of the new fees. Staff will monitor the budget and if necessary, request additional appropriations at the Mid-Year Budget Review.

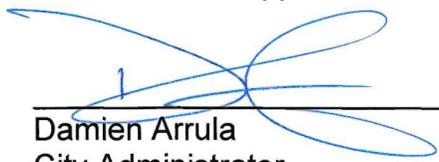
Prepared and submitted by:

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

Reviewed and approved:

  
\_\_\_\_\_  
Rosanna Ramirez  
Deputy City Administrator

Reviewed and approved:

  
\_\_\_\_\_  
Damien Arrula  
City Administrator

**Attachments:**

1. Agreement for City Attorney Legal Services
2. Amendment No. 1-City Attorney Employment Agreement

**RETAINER AGREEMENT  
FOR CITY ATTORNEY SERVICES  
CITY OF PLACENTIA**

This Retainer Agreement for City Attorney Services (“Agreement”) is made and entered into by and between the law firm of JONES & MAYER (“Jones & Mayer”) and the CITY OF PLACENTIA (the “City”), a municipal corporation of the State of California.

**RECITALS**

- A. Jones & Mayer is a firm in the general practice of law with extensive municipal experience, and is fully able to carry out the duties described in this Agreement.
- B. The City desires to contract with Jones & Mayer to provide contract legal services to the City.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, Jones & Mayer and the City agree as follows:

1. **APPOINTMENT OF CONTRACT CITY ATTORNEY**

A. Christian L. Bettenhausen is hereby designated and appointed as City Attorney (“City Attorney”) of the City of Placentia, and shall serve and be compensated as provided by this Agreement. The City Attorney shall process, coordinate, and direct, as necessary, all legal services provided under this Agreement in order to maximize the timeliness and usefulness of the delivery of such services. The City Attorney shall attend all City Council meetings and other meetings, as required, and be available at all reasonable times to the Mayor and City Council, the City Administrator, and persons designated by the City Administrator, in relationship to all legal services to be furnished by Jones & Mayer under this Agreement. The City Attorney shall also direct and coordinate all internal activities so that all services provided by Jones & Mayer under this Agreement to the City shall be fully competent, professional, consistent, timely, and in accordance with the standards prevalent in the industry. It is expressly understood that the experience, knowledge, capability, and reputation of the designated and appointed City Attorney are a substantial inducement for the City to enter into this Agreement. The City Attorney shall be responsible during the term of this Agreement for directing all activities of Jones & Mayer on behalf of the City and devoting such time as necessary to personally supervise such services. The primary assignment of the City Attorney shall not be changed by Jones & Mayer without the express approval of the City.

B. Gregory L. Palmer, of Jones & Mayer, is designated and appointed as the City Prosecutor (“City Prosecutor”). The City Prosecutor shall serve at the pleasure of the City Council, and may be replaced at any time, with or without cause, by the City Council or the City Attorney. The City Prosecutor shall represent the City in all matters related to the prosecution of Municipal Code or Charter violations. The City Prosecutor and his designees shall provide those

legal services reasonably required to represent City, and shall take reasonable steps to keep City informed of progress and to respond to City's inquiries. City understands that the City Prosecutor and his designees will be exercising their independent prosecutorial judgment in connection with all code enforcement matters in consultation with the City's staff.

C. The City Attorney shall designate such attorneys from Jones & Mayer as are determined to be necessary to serve as assistant or deputy city attorneys for City. All attorneys assigned to perform approved City business shall, at all times while this Agreement is in effect and at their sole cost and expense, be fully qualified and licensed to practice law in the State of California and before all appropriate federal courts and other bodies and tribunals.

## 2. SCOPE OF WORK

A. Jones & Mayer agrees to perform all necessary legal services as Contract City Attorney, and shall:

1. Attend all regularly scheduled and special City Council meetings and City Council study sessions.
2. Provide legal services on-site during office hours at City Hall as needed. These hours of on-site service will be at regularly scheduled times made known to all members of the City Council and to all department heads so as to facilitate informal, direct access to legal counsel as necessary.
3. Attend Planning Commission and other meetings at City Hall or via conference call as required by the City Council or the City Administrator.
4. Advise the City Council; any City Commissions, Committees, Boards, Authorities or Agencies; City staff and other City officials; on all legal matters pertaining to City business.
5. Prepare, review, and approve as to form, contracts, agreements, resolutions, ordinances, and all other standard City documents.
6. Prepare such written and oral legal opinions as shall, from time to time, be requested by the City.
7. Perform such other routine legal services as are required, from time to time, by the City Council or the City Administrator.
8. Represent the City and the City's officials, officers, and employees in litigation and administrative proceedings as directed by the City Council or the City Administrator.
9. At the request of the City, perform special projects or tasks assigned by the City Administrator, or designee, or the City Council.

10. Prosecution of City Municipal Code or Charter violations/Code Enforcement.

B. The City specifically reserves the right to retain, at its sole option, other legal counsel for litigation and other specialized legal matters. The City Attorney will supervise outside legal counsel's work. This reservation of rights does not preclude the City from assigning these matters to Jones & Mayer as part of the scope of duties under this Section 2 or requesting recommendations concerning the selection of outside legal counsel.

3. COMPENSATION

Jones & Mayer shall be compensated under the terms of this Agreement as follows:

A. General Legal Services

The City shall pay Jones & Mayer a retainer of \$8,750.00 per month, which amount will cover all general legal services up to fifty (50) hours per month. General legal services in excess of the 50 retainer hours per month shall be billed at the rate of \$195.00 per hour. The retainer shall be prorated for the first partial month of services provided hereunder.

B. Specialized Legal Services/Special Projects

Specialized projects and non-litigation legal services not included within the retainer shall be billed to City at the rate of \$195 per hour. Any special projects billed outside of the retainer require prior approval of the City Council or City Administrator, or designee. Paralegal services shall be billed at the rate of \$100 per hour. All costs and expenses, except those set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

C. Litigation Services

Litigation matters approved by the City Administrator and/or City Council shall not be included in the retainer amount. Litigation legal services shall be billed at the rate of \$210 per hour. Paralegal services shall be billed at the rate of \$100 per hour. All costs and expenses, except those set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

D. City Prosecutor Services

Jones & Mayer agrees to perform all necessary legal services as Contract City Prosecutor. Fees for code enforcement matters shall be \$210.00 per hour. Paralegal services shall be billed at the rate of \$100 per hour. All costs and expenses, except for those as set forth in Section 3.G below shall be deemed included in the foregoing hourly billing rates.

E. Summary of Labor Rates:

Basic Legal Services (First 50 Hours)	\$ 8,750.00 Per Month
Basic Legal Services (over the Retainer)	\$ 195.00 Per Hour
Special Services/Project	\$ 195.00 Per Hour
Litigation	\$ 210.00 Per Hour
Paralegal:	\$ 100.00 Per Hour

F. Billing and Rate Increases

Jones & Mayer shall provide a monthly billing report indicating actual time spent under the retainer, litigation matters, and additional specialized projects. The foregoing retainer and hourly rates shall remain in full force and effect for two (2) years. Thereafter, the foregoing billing rates shall be adjusted annually (effective as of the anniversary date of this Agreement commencing in 2017) to reflect any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles - Anaheim - Riverside area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable not to exceed 5% per year.

G. Billable Activities for General Legal Services/Expenses

Jones & Mayer generally does not bill mileage, fax, word processing, small reproduction matters (under 100 pages), or simple computer legal research costs. Additionally, it is agreed that the cost for administrative staff to perform clerical duties including but not limited to reviewing emails, scheduling meetings or general office filing will not be billable expenditures.

Jones & Mayer will charge City for actual necessary costs incurred for all of the following: all costs incurred related to any litigation (civil or criminal) or special projects, including but not limited to, court filing fees, jury fees, deposition costs, reporters' fees, witness fees, attorney services (includes service of process fees, arbitrators, and mediators), messenger services, Lexis-Nexis research outside of our prepaid service fee, Fed-Ex or other overnight delivery service, mileage, travel expenses, if applicable, including hotel, air travel and car rentals, parking fees, actual costs for large reproduction projects if performed by an outside service, or \$0.10 per page (b/w) and \$0.20 per page (color) if performed in house, title reports, and any other expense not listed above which becomes necessary to the successful resolution of a client matter.

H. Summary of Labor Rates:

Basic Legal Services (First 50 Hours)	\$ 8,750.00 Retainer Per Month
Basic Legal Services (Over the Retainer)	\$ 195.00 Per Hour
Special Services/Project	\$ 195.00 Per Hour
Litigation (Civil and Criminal)	\$ 210.00 Per Hour
Paralegal:	\$ 100.00 Per Hour

I. Monthly Statements

Jones & Mayer shall submit statements of all payments due under this Agreement on a monthly basis to the City Administrator. All work performed by Jones & Mayer shall be billed in increments of tenths of an hour. The statement shall be in a form approved by the City, and shall set forth a description of all work performed, the hours worked, the identity of each person performing the work, the rate charged, the identity of the person requesting work, and any litigation costs or expenses eligible for reimbursement.

J. Payment

All hours shall be billed by the 15th day of each month following the close of the month for which hours are being provided. Payment for hours shall be due and payable within thirty days following submission of the billing statement to the City.

4. CONFLICT OF INTEREST

Jones & Mayer shall at all times avoid conflicts of interest in the performance of this Agreement. In the event that a conflict arises, Jones & Mayer shall immediately notify City. Within thirty (30) days following execution of this Agreement, Jones & Mayer shall file a conflict of interest disclosure statement setting forth any information related to potential conflicts of interest to the extent such disclosure is required by law, including City's adopted conflict of interest code.

5. INDEPENDENT CONTRACTOR

Jones & Mayer shall perform all services required under this Agreement as an independent contractor of the City, and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Jones & Mayer shall not at any time or in any manner represent that it or any of its employees or agents are City employees.

6. DISPUTE RESOLUTION

If any dispute or disagreement arises between the City and Jones & Mayer as to any matter relating to this Agreement, including but not limited to the scope of services, the performance of the respective responsibilities of the City and Jones & Mayer, the quality of the services rendered, and the billing of such services, the City and Jones & Mayer agree to confer and attempt to resolve the matter informally. If the parties cannot agree, they agree that they will refer the dispute for resolution to mediation to the fullest extent permitted by law. The parties are aware that mediation is a voluntary process and pledge to cooperate fully and fairly with the mediator in an attempt to reach a mutually satisfactory compromise of any dispute or disagreement. The mediator shall be chosen by mutual agreement of the parties, and mediation shall commence within thirty (30) days of either party's written request to the other for mediation. Any agreement reached by the mediation shall be reduced to writing, be signed by the

parties, and be binding on them. This provision for mediation is an effort to protect, preserve, and respect the requisites of a productive attorney-client relationship, but shall be without prejudice to either party pursuing its other lawful remedies.

7. INSURANCE AND INDEMNIFICATION

A. Insurance

1. Jones & Mayer shall procure and maintain, at its cost:
  - a. Commercial General Liability insurance with limits not less than \$1 million per occurrence. Such insurance shall designate City, its elected and appointed officials, employees, and volunteers as additional insureds. Such insurance shall be primary and not contribute with any insurance or self-insurance maintained by City.
  - b. Business automobile liability insurance with limits not less than \$1 million per occurrence. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
  - c. Professional liability insurance with limits not less than \$2,000,000 per occurrence.
  - d. Workers' compensation insurance as required by California law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against City, its elected and appointed officials, employees and volunteers.
2. All such policies shall provide City 30 days' notice of cancellation. Self-insured retentions must be declared and approved by City.
3. Prior to commencement of work, and throughout the term of this Agreement, Jones & Mayer shall furnish CITY with certificates evidencing compliance with the insurance requirements above. Jones & Mayer agrees to provide complete, certified copies of all required insurance policies if requested by the City.
4. Insurance shall be placed with insurers that maintain an A.M. best rating of A-, VII or better, or otherwise meet the written approval of the City.
5. The Contractor shall ensure that subcontractors maintain insurance that complies with the requirements stated herein.

B. Indemnification

Jones & Mayer shall defend, indemnify, and hold harmless the City, and its officers and employees, from and against any and all actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for injury to person(s) or damages to property (including property owned by the City), and for errors and omissions committed by Jones & Mayer, its officers, employees, and agents, arising out of or relating to Jones & Mayer's performance under this Agreement, except to the degree such injury, damage, error(s) or omission(s) may be caused by City's negligence or willful misconduct, or that of the City's officers or employees.

8. RECORDS AND REPORTS

A. Records

Jones & Mayer shall keep such books and records as shall be necessary to perform the services required by this Agreement and to enable the City to evaluate the performance of the required services. The City shall have full and free access to such books and records that deal specifically with the services performed by Jones & Mayer for City at all reasonable times, including the right to inspect, copy, audit, and make summaries and transcripts from such records.

B. Ownership of Documents

All reports, records, documents, and other materials prepared by Jones & Mayer, its employees and agents in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request by the City or upon termination of this Agreement. Jones & Mayer shall have no claim for further or additional compensation as a result of the exercise by the City of its full rights of ownership of the documents and material hereunder. Jones & Mayer may retain copies of such documents for its own use.

C. Release of Documents

No report, record, document, or other material prepared by Jones & Mayer in the performance of services under this Agreement shall be released publicly without prior written approval of the City, except as may be required by law.

9. NONDISCRIMINATION

Jones & Mayer pledges 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, sexual orientation, national origin, or ancestry in the performance of services under this Agreement.

10. EFFECTIVE DATE

This AGREEMENT will govern all legal services performed by Jones & Mayer on behalf of City. The term of this Agreement shall commence on July 21, 2015, and shall continue in effect until terminated as provided herein. City may terminate the Agreement at any time, as provided in Section 11A.

11. TERMINATION

A. Termination By City

Jones & Mayer shall at all times serve under the terms of this Agreement at the pleasure of the City Council, and the City Council hereby reserves the right to terminate this Agreement at will, with or without cause, by providing written notice to Jones & Mayer. Upon receipt of any notice of termination, Jones & Mayer shall cease all services under this Agreement except as may be specifically approved by the City. At that time, all further obligations of the City to pay Jones & Mayer for services rendered under this Agreement shall thereupon cease, except as set forth in Section 11.C below; provided, however, that the City shall be obliged to pay for all services, costs, and expenditures lawfully incurred by Jones & Mayer prior to the effective date of such termination, or subsequent to the date of termination at the direction of City.

B. Termination By Jones & Mayer

Jones & Mayer reserves the right to terminate this Agreement by giving ninety (90) days' advance written notice to City.

C. Mutual Obligations Upon Termination By Either Party

In the event of termination of this Agreement by either party, Jones & Mayer shall cooperate with the City in transferring the files and assignments to the City Clerk or other person designated by City pending the hiring of another City Attorney. Jones & Mayer shall be compensated at the hourly rates set forth in Section 3 of this Agreement should Jones & Mayer be called upon to perform any services after the effective date of termination, including the transfer of files and assignments.

12. NOTICES

Notices regarding this Agreement shall be given in writing to the parties at the following addresses:

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

Jones & Mayer  
3777 North Harbor Blvd.  
Fullerton, CA 92835

13. AMENDMENT OF AGREEMENT

This Agreement contains all of the agreements of Jones & Mayer and the City. This Agreement may be amended at any time by mutual consent of the parties by an instrument in writing.

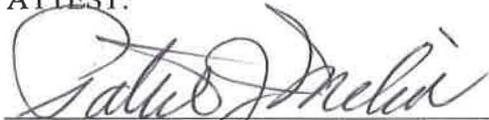
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate the 21 day of July, 2015.

CITY OF PLACENTIA

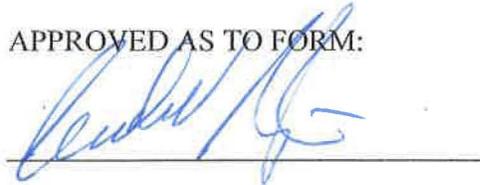
By: 

Chad P. Wanke, Mayor

ATTEST:

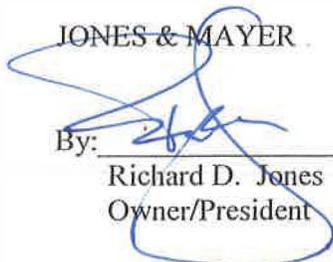
  
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:



By: Andrew V. Arczynski, City Attorney

JONES & MAYER

By: 

Richard D. Jones  
Owner/President

**AMENDMENT NO. 1 TO  
AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES BETWEEN  
THE CITY OF PLACENTIA AND JONES MAYER**

This Amendment No. 1 (“Amendment”), dated December 5, 2023, is to the Retainer Agreement for City Attorney Services (“Agreement”), by and between the CITY OF PLACENTIA, a charter city (“City”), and Jones Mayer, a Professional Law Corporation (hereinafter “Jones Mayer”). City and Jones Mayer are sometimes individually referred to as “Party” and/or collectively referred to as the “Parties.”

**A. RECITALS:**

(i). City staff requested this Amendment in order to move the Agreement’s annual Consumer Price Index (CPI) adjustment to March 1<sup>st</sup> of each year, in order to better align it with the City’s annual budgeting process; and

(ii). No other changes are requested or made at this time.

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

**B. Amendment to Agreement.**

1. Section 3F of the Agreement is hereby amended to read as follows:

Jones Mayer shall provide a monthly billing report indicating actual time spent under the retainer, litigation matters, and additional specialized projects. Billing rates shall be adjusted annually on March 1<sup>st</sup> of each year to reflect any increase in the cost of living (as measured in the month of February) based on the Consumer Price Index increase for the prior year, utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles–Long Beach–Anaheim area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable, not to exceed 5% per year.

2. No adjustment to rates. As of this Amendment rates are confirmed to be as follows:

Retainer (first 50 hours general legal):	\$10,939.32 (Eff rate \$218.79/hr)
Additional Legal Services (above 50 hours).	\$243.79/hr
Specialized Legal Services/ Special Projects	\$243.79/hr
Litigation	\$262.54/hr
Paralegal	\$125.02/hr

3. Except as specifically stated herein, all of the terms, conditions and provisions of the original Agreement are confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of

the day and year first above written.

JONES MAYER

CITY OF PLACENTIA

By: \_\_\_\_\_  
Richard D. Jones,  
President

By: \_\_\_\_\_  
Ward L. Smith  
Mayor

ATTEST:

\_\_\_\_\_  
Robert Mckinnell  
City Clerk



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: DECEMBER 5, 2023

SUBJECT: **MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2022-23**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one half-cent sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Renewed Measure M (M2). M2 is a 30-year, multi-billion-dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year. Adoption of the attached Resolution will approve and adopt the Fiscal Year 2022-23 M2 Expenditure Report for submittal to the Orange County Transportation Authority (OCTA) as part of the M2 compliance.

### **RECOMMENDATION:**

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

Adopt Resolution No. R-2023-86, a Resolution of the City Council of the City of Placentia, California, concerning the Fiscal Year 2022-23 Measure M2 (M2) Expenditure Report for the City of Placentia.

### **DISCUSSION:**

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one half-cent sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Renewed Measure M, which is commonly referred to as M2. M2 is a 30-year, multi-billion-dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year.

**1.e.**  
**Dec. 05, 2023**

As a part of M2’s compliance program an annual report is prepared by the City to validate eligible use of funds and must be submitted within six (6) months to OCTA following the end of the City’s fiscal year. The year-end report for FY 2022-23 is required to be submitted by December 31, 2023. This expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to M2 and other improvement funds. The report accounts for funds received, interest earned, and use of M2 and other funds. A copy of this report (Attachment 2) is attached to the Resolution. Staff is recommending the adoption of this Resolution and report to allow the City to continue to receive M2 funds from OCTA.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with the recommended actions. The M2 Expenditure Report is a receive and file document that is a required component of M2 compliance and must be submitted in order to qualify for current and future M2 funding.

Prepared by:



\_\_\_\_\_  
Jerry Griggs  
Accounting Manager

Reviewed and approved:



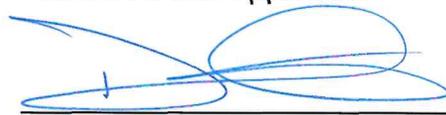
\_\_\_\_\_  
Jennifer Lampman  
Director of Finance

Reviewed and approved:



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

Reviewed and approved:



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

**Attachments:**

1. Resolution No. R-2023-86 – Measure M2 Expenditure Report
2. FY 2022-23 Measure M2 Expenditure Report

## RESOLUTION NO. R-2023-86

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CONCERNING THE FISCAL YEAR 2022-23 MEASURE M2 (M2) EXPENDITURE REPORT FOR THE CITY OF PLACENTIA

#### A. Recitals

(i). Local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

(ii). Local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

(iii). Local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

(iv). The M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

(v). The M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

#### B. Resolution

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

1. The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of fiscal year.
2. The M2 Expenditure Report is hereby adopted by the City of Placentia.
3. The City of Placentia Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2023.

**APPROVED and ADOPTED this 5<sup>th</sup> day of December 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 5<sup>th</sup> day of December 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

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2023**  
**Beginning and Ending Balances**

Description	Line No.	Amount	Interest
<b>Balances at Beginning of Fiscal Year</b>			
<b>A-M</b> Freeway Projects	1	\$ -	\$ -
<b>O</b> Regional Capacity Program (RCP)	2	\$ -	\$ -
<b>P</b> Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
<b>Q</b> Local Fair Share	4	\$ 861,180.24	\$ 2,898.09
<b>R</b> High Frequency Metrolink Service	5	\$ -	\$ -
<b>S</b> Transit Extensions to Metrolink	6	\$ -	\$ -
<b>T</b> Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
<b>U</b> Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 71,125.96	\$ 2,984.67
<b>V</b> Community Based Transit/Circulators	9	\$ -	\$ -
<b>W</b> Safe Transit Stops	10	\$ -	\$ -
<b>X</b> Environmental Cleanup Program (Water Quality)	11	\$ (158,375.81)	\$ -
Other*	12	\$ -	\$ -
<b>Balances at Beginning of Fiscal Year</b>	13	\$ 773,930.39	\$ 5,882.76
Monies Made Available During Fiscal Year	14	\$ 1,310,767.77	\$ 7,661.00
<b>Total Monies Available (Sum Lines 13 &amp; 14)</b>	15	\$ 2,084,698.16	\$ 13,543.76
Expenditures During Fiscal Year	16	\$ 1,570,977.41	\$ -
<b>Balances at End of Fiscal Year</b>			
<b>A-M</b> Freeway Projects	17	\$ -	\$ -
<b>O</b> Regional Capacity Program (RCP)	18	\$ -	\$ -
<b>P</b> Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
<b>Q</b> Local Fair Share	20	\$ 404,279.96	\$ 9,976.09
<b>R</b> High Frequency Metrolink Service	21	\$ -	\$ -
<b>S</b> Transit Extensions to Metrolink	22	\$ -	\$ -
<b>T</b> Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
<b>U</b> Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 267,816.60	\$ 3,567.67
<b>V</b> Community Based Transit/Circulators	25	\$ -	\$ -
<b>W</b> Safe Transit Stops	26	\$ -	\$ -
<b>X</b> Environmental Cleanup Program (Water Quality)	27	\$ (158,375.81)	\$ -
Other*	28	\$ -	\$ -

\* Please provide a specific description



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DAVID RADOMSKI, POLICE SERGEANT

DATE: DECEMBER 5, 2023

SUBJECT: **PLACENTIA PUBLIC SAFETY BUILDING CCTV CAMERAS AND ACCESS CONTROL SYSTEM PURCHASE**

FISCAL

IMPACT: EXPENSE: \$132,173.90 TOTAL PURCHASE PRICE OF EQUIPMENT

BUDGET: \$2,659,036.00 PROJECT BUDGET FOR IT FROM PUBLIC SAFETY BUILDING

### **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 and the Police Department's Property & Evidence facilities. Physical security and access controls are a required component of a secure facility according to Department of Justice (DOJ) and Criminal Justice Information Services (CJIS) standards. This will require the expansion of our current Avigilon CCTV system into the new facility in two phases, simultaneous with the completion of Phase 1 and Phase 2 construction.

### **RECOMMENDATION:**

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

1. Authorize the City Administrator to approve the purchase with ASSI Security for the total purchase not-to-exceed the amount of \$132,173.90; 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.

**1.f.**  
**Dec. 05, 2023**

**DISCUSSION:**

On July 23, 2019, the City Council approved the purchase of a new state-of-the-art surveillance security camera and panic alarm system for the Placentia City Jail. Avigilon cameras were selected for their low cost (lowest of 4 competitive bids), 24/7 technical support, and added operational efficiency and scalability. At that time, budgetary funds were only available to immediately replace the portion of the existing surveillance system that monitored the Placentia City Jail and the main entrance to City Hall. ASSI Security was awarded the installation contract.

On October 4, 2022, the City Council approved the purchase of the remaining cameras to replace all legacy CCTV equipment at City Hall. ASSI Security was also awarded the installation contract.

Staff is recommending continuing the city-wide deployment of Avigilon camera products due to their ease of use, video quality, reliability, and scalability. The Avigilon Ava and Alta unified cloud-based systems will be utilized for this project. Day-to-day users of the system will have a seamless transition to help manage security events and access from a single user interface.

The City's current access control system is outdated, difficult to manage, and expensive to maintain. As Capitol Improvement Project (CIP) funds and planning allow, Staff will continue to upgrade legacy City access systems with the Avigilon Alta platform.

ASSI Security has again offered CMAS #3-21-08-1064 - ASSI Security Base GSA Schedule #GS-07F-225CA competitive pricing for this project. California Multiple Award Schedules (CMAS) offers a wide variety of commodity and information technology products and services at prices which have been assessed to be fair, reasonable, and competitive. The CMAS Program creates a pool of suppliers that agencies can solicit offers from. When utilized correctly, CMAS streamlines the procurement process. This form of procurement differs from the competitive bid process. Per City Policy 3.08.070(4), it allows for dispensing of bidding when purchasing from a supplier who has been awarded a contract resulting from a formal competitive bid process by another governmental agency within the state or by the federal government. CMAS provides an efficient and improved procurement process.

**FISCAL IMPACT:**

The not-to-exceed purchase order amount for the equipment is \$132,173.90. Additionally, the anticipated annual maintenance and licensing renewal for the system will be \$6,275.00 in year two (2) and beyond.

Prepared by:



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David Radomski  
Police Sergeant

Reviewed and approved:



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Luis Estevez  
Deputy City Administrator

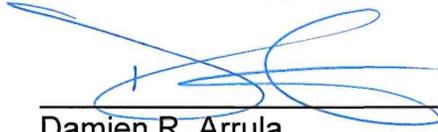
Reviewed and approved:



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Jennifer Lampman  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachment:

Placentia Proposal - Public Safety Access Control and CCTV Systems #11581-4-0-2



Proposal: 11590-4-0-2

---

City of Placentia  
Placentia Public Safety - Access Control and CCTV  
Systems

Prepared For:  
Dave Radomski  
City of Placentia  
(714) 993-8192

## PROJECT DESCRIPTION & INVESTMENT

### Client Information

**Site:**

City of Placentia - Public Safety Center  
2999 East La Jolla  
Placentia, CA 92806

**Contact:**

Dave Radomski  
(714) 993-8192  
dradomski@placemtia.org

### Scope of Work

**CMAS NUMBER:** 3-21-08-1064 - exp. 09/03/25

**BASE SCHEDULE:** GS-07F-225CA

ASSI Security will provide and install the equipment per the plans, job walk and input from both City and PD Department personnel. An attached drawing shows locations of equipment based on the information gathered.

The Access Control and CCTV System will be a cloud based system. The day-to-day users of the system will have a seamless integration to help them manage any security events that arise from one GUI. Any adds/changes/deletes within either system will require the System Administrator to log into each individual system to make the changes specific to that system.

Card Access:

The card readers will be HID Signo readers and the credentials provided will be a printable card, key fob or mobile credential. The City employees will use either a card, keyfob or mobile credential to gain entry into the secure areas with a valid card read. A badging printer and supplies has been included for printing directly to the card.

The City will be setup to become a HID Corp 1000 customer which provides them a format that is exclusive to the City of Placentia, ensures that there are no duplication of card numbers and controls who can order credentials on the City's behalf.

The mobile credentials will require the City to setup an account with HID. This will create a mobile enabled reader part # specific to the City, creates a MOB Key and an Org #. Once the account has been set up within the portal and mobile credentials purchased, the portal will be populated with the credentials and the City will assign the mobile credential to an employee.

The Life Safety Power enclosure will be installed in the TR room and be equipped with power supplies, the controller boards and power distribution modules. This eliminates the need to have multiple enclosures on the wall.

CCTV System:

The Alta cloud based system includes AVA cameras that include on board storage, as well as uploading the video to the cloud for redundant storage. The time frame when the video is uploaded to the cloud will need to be scheduled to minimize disruption to the network due to bandwidth issues. The video may need to be throttled back dependent on the bandwidth available and the storage required.

A POE switch, panel and patch cords have also been provided.

All devices will be programmed and tested with customer for commissioning of the project.

Up to 8 hours of training will be provided by ASSI Security and Motorola personal care team.

## Project Investment

Open Path Access Control System					
QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
1.00	OPENPATH	SW-PRM-P25	Premium: Pack of 25 entries (card readers) - 1 Year Subscription	\$3,045.00	\$3,045.00
1.00	OPENPATH	SW-ALA-BDGE	Badge printing - 1 Year Subscription	\$510.00	\$510.00
1.00	OPENPATH	OP-SERV-CO	Concierge Onboarding (one time charge)	\$2,115.00	\$2,115.00
2.00	OPENPATH	SYS-16ENT-DVE6	OPEN PATH SMART HUB, 16 Port (10 Reader if using Wiegand) Power Supply and Enclose	\$4,650.00	\$9,300.00
20.00	HID	40NKS-02-000000	HID, Signo 40 Wall Mount, 13.56mHz Profile, OSDP/Wiegand, Mobile Ready, BLE	\$235.00	\$4,700.00
21.00	GRI	GRI-180-12-BR	GRI, 3/4 Inch Recessed Contacts Brown	\$10.00	\$210.00
200.00	HID	5006PGGMN	HID, Composite iClass SEOS Contactless Smart Card 8 KB Memory Prog., F-Gloss, B-Gloss, Match iClass #, No Slot	\$5.00	\$1,000.00
100.00	HID	5266PNNA	SEOS Key Fob 8K, Prog SEOS, F-Black with HID Artwork, B-Black, Laser Match SEOS	\$5.50	\$550.00
40.00	HID	MID-SUB-T100	Mobile ID Virtual Card / Compatible with SMARTPHONE/ SEOS Technology/Subscription and Annual Renewal	\$4.50	\$180.00
340.00	HID	MC-1000	MC-1000	\$0.30	\$102.00
1.00	FARGO	55100	FARGO, DTC4500e Dual Sided Printer	\$3,485.00	\$3,485.00
3.00	FARGO	45210	FARGO. Full Color Ribbon for DTC4500e Printer	\$190.00	\$570.00
2.00	FARGO	86177	FARGO, Cleaning Ribbon	\$60.00	\$120.00

Alta CCTV System					
QTY	Manufacturer	Part #	Description	Unit Price	Ext. Price
16.00	AVA	AWA-CLD-1Y	Subscription to Ava Aware Cloud, per camera. Real-time video-analytics. Including 30 days cloud storage.	\$180.00	\$2,880.00
1.00	FORTINET	FS-648F-FPOE	FORTINET, Fortiswitch 648F-FPOE; 24GE+ LAYER 2/3 SWITCH CONTROLLER; 32X 1GE/2.5GE, 16X 1GE/2.5GE/5GE RJ45 PORTS , AND 8X 10GE/25GE SFP+/SFP28 PORTS, 1 RU RACKMOUNT/ 48X POE PORTS, 1800W POWER BUDGET	\$11,965.00	\$11,965.00
7.00	AVA	QUAD-20MP-30	Ava Quad black with 30 days retention, multi-sensor camera with four varifocal 5MP camera modules (20 MP), IR and HDR capable, with advanced microphone array, indoor and outdoor with IP66 and IK10 rat	\$2,780.00	\$19,460.00
6.00	AVA	COMPACTDOME-W-5MP-6 0	Ava Aware Cloud camera - Compact dome white. 5MP resolution. 60 days retention. AI-powered, IR and microphone, indoor only, up to 10 year warranty with an active Aware license.	\$790.00	\$4,740.00
3.00	AVA	DOME-W-5MP-60	AVA, Ava Aware Cloud camera - Dome white. 5MP resolution. 60 days retention. AI-powered, IR and advanced microphone array, indoor and outdoor, up to 10 year warranty with an active AWARE license	\$1,385.00	\$4,155.00
7.00	AVA	ACQ-WAL-MNT	Quad Wall mount bracket	\$85.00	\$595.00
7.00	AVA	ACQ-CRN-MNT	Quad Corner bracket	\$140.00	\$980.00
7.00	AVIGILON	POE-INJ2-60W-NA	Indoor single port Gigabit PoE++ 60W; North American power cord included. May also be used in European Union; Japan; Australia; New Zealand; Mexico; China; South Korea; Russia; Argentina; Saudi Arabia; Kuwait; UAE and Brazil. Temperature range of th	\$150.00	\$1,050.00
3.00	AVA	ACC-PEN-CAP-W	Pendant mounting cap for Ava Dome and 360 cameras. White.	\$45.00	\$135.00
3.00	AVA	ACC-MNT-ARM-W	Wall mount arm for Ava Dome and 360 cameras. White.	\$65.00	\$195.00
1.00	ORTRONICS	OR-PHD6AU24	Pendant cap (ACC-PEN-CAP-W) typically required for this part. CLARITY CAT6A 24 PORT FLAT PANEL, 110/6PORT, T568A/B, 1.75 X 19, HD	\$560.00	\$560.00
24.00	ORTRONICS	HDJ6-45	HD Jack, CAT6, Clarity T568A/B - 8POS, Green	\$15.00	\$360.00
16.00	ORTRONICS	MC601-06	Patch Cord, Modular, Category 6 UTP, 4-Pair, 24 AWG, 1' Length, Blue PVC Jacket	\$15.00	\$240.00
1.00	TRIPPLITE	B021-000-19-SH	1U Rack-Mount Console with 19-in. LCD, Short-Depth; TAA Compliant	\$1,630.00	\$1,630.00

## Labor and Misc

### Labor Schedule for: Labor and Misc

QTY	Description	Rate	Ext. Price
16.00	Engineering	\$113.77	\$1,820.32
224.00	Install	\$115.37	\$25,842.88
32.00	Programming	\$150.00	\$4,800.00
24.00	Project Management	\$121.79	\$2,922.96
40.00	Testing	\$115.37	\$4,614.80
8.00	Training	\$122.42	\$979.36

### Supplies & Materials for: Labor and Misc

QTY	Description	Ext. Price
1.00	Misc Equipment	\$2,000.00
1.00	Scissor lift rental includes drop off/ pick up and taxes	\$3,400.00
1.00	Shipping Cost	\$653.00

## Financial Summary

<b>Purchase Price, Excluding taxes:</b>	<b>\$121,865.32</b>
<b>Estimated Applicable taxes:</b>	<b>\$10,308.58</b>
<b>Estimated Purchase Price, Including taxes:</b>	<b>\$132,173.90</b>

### Notes that are specific to this project

1. Access Control cards cannot be hole punched and need to be put in a pouch.
2. All work is during regular business hours.
3. Project will begin with Phase I beginning in February 2024 and Phase II mid-summer 2024.
4. Design of the Access Control System assumes all control panels will be located in one IDF room or additional costs may be incurred for additional hardware.
5. Network ports, IP addresses and connectivity to customers network to be provided at time of install.
6. As Builts will be provided and require a set of CAD files of the site.
7. Pricing valid for 60 days.
8. The following items are excluded and are to be provided by others:
  - electrified hardware with built in REX
  - CAT6 or CATa cable for cameras
  - Composite cable or individual cables 22/c, 22/4, 22/4 18/2 for card readers
  - 110VAC
  - plywood back board for Access Control panels
  - conduit, cable tray and j-boxes
  - workstations to monitor Security Systems
  - Racks for CCTV Equipment
  - Camera for Badge photos
9. Any delays due to site not being ready at the time of install, due to equipment provided by others, may incur a change order for the additional labor incurred.
10. OpenPath, Alta and HID credentials are annual subscription model and will require renewal on an annual basis.

## General Terms and Conditions

1. Pricing is based upon the assumption that all work will be performed during ASSI's normal business hours. If after hours work is requested, an additional charge will be incurred.
2. ASSI carries the following insurance coverage:
  - General Liability: \$1 mil. per occurrence;
  - \$2 mil. gen. aggregate;
  - W/C: \$1 mil. per occurrence
  - \$5 mil. excess umbrella
  - Auto: \$2 mil. combined single limit
  - Customer shall pay premiums for any additional coverage required.
3. All materials and labor are subject to a preliminary notice and subsequent filing of mechanic's lien in the event of payment default. Customer must provide preliminary information prior to commencement of work.
4. All canceled orders and/or returned materials are subject to a 25% restocking fee.
5. A deposit is due upon acceptance of proposal. Balance will be due in progressive net 30 day payments thereafter. Deposit amount is based upon a percentage of the project total. Percentage is determined based upon the size of the project (i.e. Proposals and change orders under \$10k each require a 50% deposit; Those between \$10,001-50,000 require a 35% deposit; and proposals in excess of \$50,000 require a 25% deposit).
6. All new equipment is covered under warranty against defects for a period of one year from date of substantial completion of ASSI's work. Associated labor is also covered during normal business hours.

## Performance Items

### Include / Exclude

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | System Meets Plans/Specifications                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | System is Design Build                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Mounting/Termination of Proposed Devices         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | System Programming                               |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Customer Database Input/Programming              |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Training   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Project Management                               |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Engineering and Drawings                         |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Record Documentation (As Builts)                 |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Electrified Door Hardware                        |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Door Coring/Certification/Recertification        |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Servers/Workstations                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | POE Switches                                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Software Install on Servers/Workstation          |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Installation of Wire and Cable                   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Installation of Cable Suspension                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Regular Business Hours Installation              |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | After Hours Installation (excl. Sunday/Holidays) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | One Year Warranty Parts/Labor                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Prevailing Wage                                  |

### Include / Exclude

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Elevator Subcontractor                 |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Conduit                                |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | JBoxes/Specialty Back Boxes            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 110/120VAC Power                       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Access Control Cards/Tags/Transponders |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Patching and Painting                  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Ceiling Tiles/Ceiling Grid Repairs     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Vertical/Horizontal Core Drilling      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Lift Rental                            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Camera Poles                           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | 24 HR Central Station Monitoring       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Phone Lines                            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Static IP Address                      |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Network Connection                     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Payment Performance Bonds              |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Method B License/Permits               |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Alarm Monitoring License/Permits       |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Low Voltage License/Permits            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Fire/Life Safety Integration           |

**Proposal Acceptance:**

I have read the **General Terms and Conditions and payment terms** of the sale, understand them fully, and agree to abide by them.

I hereby certify that I am authorized by my company to sign this agreement. ASSI Security is hereby authorized to perform the work as specified.

**Accepted By: ASSI Security**  
**Name: Dominick Carlucci**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Accepted By: City of Placentia**  
**Name: Dave Radomski**

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR/PUBLIC SERVICES AND INFRASTRUCTURE

DATE: DECEMBER 5, 2023

SUBJECT: **PURCHASE OF NEW PUBLIC SAFETY COMMUNICATIONS CENTER CONSOLES AND STORAGE FOR NEW PUBLIC SAFETY BUILDING**

FISCAL  
IMPACT: EXPENSE: \$ 237,031.14 TOTAL PURCHASE PRICE OF FURNITURE  
BUDGETED: \$2,123,310.00 PROJECT CONTINGENCY BUDGET

### **SUMMARY:**

In 2020, the City began planning to construct the public safety building which would include a new Public Safety Communications Center (the "Center"). As a result of creating a new space for the Center, new consoles and storage space are necessary to outfit the new space to provide first responder services for the City's police, fire and emergency medical service functions. When the City's fire department was created in 2020, several enhancements were made to the existing Public Safety Communications Center. These changes included adding additional staffing per shift, adding additional monitors at each console workstation, and upgrading and integrating software to allow for functionality across all public safety disciplines. With the new Center now being constructed at a separate location, additional furniture is necessary to accommodate the daily operations and Staff.

The consoles are recommended to be purchased from Russ Bassett for 9-1-1 Equipment & Services (Russ Bassett). Per the City's existing purchasing and contract guidelines, the City may "piggyback" onto existing government contracts previously awarded through a competitive bidding process. The Houston-Galveston Area Council of Governments awarded a contract to Russ Bassett for communications centers. Accordingly, the City is now able to utilize the aforementioned competitive bidding process results for its own procurement process. The console purchase costs associated will be funded by the public safety building project's contingency account.

### **RECOMMENDATION:**

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

1. Approve the sales contract with Russ Bassett for 9-1-1 Equipment & Services, totaling \$237,031.14 for the purchase of equipment, delivery, and installation of eight (8) public safety communications center consoles, personal storage, and storage drawers from the public safety building project's contingency account; and

**1.g.**  
**Dec. 05, 2023**

2. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

**DISCUSSION:**

In July 2020, the City began providing its residents with fire and emergency medical services through the Placentia Fire and Life Safety Department and Lynch Ambulance. As a result of providing these additional services, several enhancements were made to the City's Public Safety Communications Center. These changes included adding additional staffing per shift, adding additional monitors at each console workstation, and upgrading and integrating software to allow for functionality across all public safety disciplines.

As part of now providing all City-operated public safety services (police, fire, EMS), the current Public Safety Communications Center now staffs three (3) to four (4) dispatchers at any given time. By providing additional consoles within the new Center facility, there will be additional space available for the on-duty supervisor to monitor daily operations as well as any trainees.

Thus, Staff is seeking to purchase and install eight (8) consoles within the new Communications Center as well as personal storage space for each employee, and storage drawers to house confidential paperwork. The new consoles will allow for monitors to be displayed similarly at each workspace, allow for climate control at each position, and provide the employees with ample desk space to be able to carry out required daily tasks.

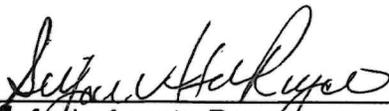
The consoles are recommended to be purchased from Russ Bassett for 9-1-1 Equipment & Services. Russ Bassett is the City's current console provider and Placentia IT, Orange County Radio Communications, and AT&T 9-1-1 technicians are familiar with their operation and setup. Russ Bassett is also an industry leader in 9-1-1 public safety console furniture.

**FISCAL IMPACT:**

Per Placentia Municipal Code Section 3.08.070(3)/(4), the City is allowed to procure goods or services outside the formal bidding process when the item can be obtained from a cooperative purchasing program or from vendors awarded contracts after a competitive bid process established by another governmental agency. The City utilizes this practice for the purchase of most of its large purchases, including other public safety equipment. In addition to outlining the specific equipment that the Communications Center will need, the unique sourcing of the equipment purchase, and installation was also identified. The Houston-Galveston Area Council of Governments (H-GAC) maintains publicly bid contracts for various types of equipment and materials purchased by local governments. Any local government can piggyback off the set unit bid pricing contained within these agreements. H-GAC awarded a 9-1-1 Equipment & Services contract to Russ Bassett which is valid through June 30, 2025. Russ Bassett has provided fixed unit pricing for all consoles recommended. Numerous local communications centers have purchased some of their communications furniture and equipment through the H-GAC program.

The equipment project proposal (Attachment 1) for all eight (8) consoles, personal storage space, and storage drawers delivery and installation for the new Communications Center totals \$237,031.14. A maximum amount is utilized as the cost for the equipment noted above does include sales tax, which is calculated and applied at the time of taking delivery from the manufacturer. The recommended actions include authorization for the City Administrator to authorize the maximum amount of \$237,031.14 for the purchase. Funding for this purchase will come from the Public Safety Building's project contingency account.

Prepared by:

  
\_\_\_\_\_  
Stefanie Acosta-Reyes  
Communications Manager

Reviewed and approved:

  
\_\_\_\_\_  
Rosanna Ramirez  
Deputy City Administrator

Reviewed and approved:

  
\_\_\_\_\_  
David Radomski  
Sergeant – It / Special Projects

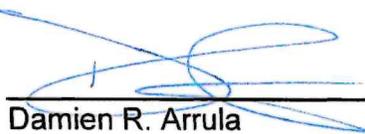
Reviewed and approved:

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

Reviewed and approved:

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

Reviewed and approved:

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

Attachments:

1. Russ Bassett Project Proposal
2. HGACBuy Contract Information

**PLACENTIA PUBLIC SAFETY 9-1-1 COMMUNICATIONS CENTER**  
CONSOLE FURNITURE DESIGN & COST PROPOSAL  
NOVEMBER 9, 2023



 **russbassett**

November 9th, 2023

Stefanie Acosta-Reyes  
Placentia Police Department  
401 East Chapman Avenue  
Placentia, CA 92870

**Placentia Police Public Safety Dispatch Furniture – Design & Cost Proposal**  
**2999 East La Jolla Ave., Anaheim, CA 92806**

Stefanie,

Thank you for the opportunity to serve the City of Placentia! We could not be more excited about the opportunity to provide your new consoles and have been honored to serve you dialing-in the final design and accessory options.

Russ Bassett is an industry leading designer and manufacturer of the highest quality consoles for mission critical environments. We are a financially stable company that has consistently delivered positive results for our clients for over 60 years. Russ Bassett has a state of the art 110,000 square foot manufacturing facility and showroom in Whittier, CA. We have proven expertise and experience in the layout, design, manufacture, shipment, delivery, installation, and service of mission critical console systems. Based on our successful similar work for other Public Safety Communications Agencies, Transportation Network Operations Control Centers, Power Utilities and Military/Government Agencies you can trust us to do a great job.

Our goal is that every Russ Bassett client has excellent experience working with us from project inception through successful project installation, and in the long run as we provide ongoing service and support. We strive to not only meet your expectations but exceed them. We will bring drive, integrity, attention to detail, and excellent service to your Team during every stage of the project. We will work in concert with City Staff, your Architect, Contractor, Electrician and Low Voltage Communications Contractor, Technology Vendors, and any other project stakeholders to deliver a best-in-class solution on time and on budget. We are team players!

In the following pages, you will find a narrative review of our project approach, a final quote for the console package, design drawings, a description of the proposed console furniture product solution, supporting product information, relevant reference letters and warranty information.

### **Project Pricing**

The quote is based on the drawing package and includes all associated design, project management, console materials, sales tax, freight services and installation services.

The Installation Services pricing assumes that we would complete the new console furniture installation as single phase with all work occurring during regular business hours and using prevailing wage labor rates.

This pricing excludes source electrical and communications cabling, bonding, or grounding beyond what is outlined in the Motorola R-56 Kit 2 package, new monitors, monitor mounting, monitor cables, cable labeling and cable routing, breakroom, and all seating (chairs) shown on drawings for reference only.

## Procurement

Russ Bassett Consoles are available to City of Irvine via HGACBuy Contract EC07-23 for 9-1-1 Equipment & Services and have been pricing accordingly. According to the HGACBuy website, there is already an IGA in place, and you are a Member/User of this pre-competitively bid cooperative purchasing vehicle.

## Russ Bassett Console Salient Characteristics

Our consoles are designed with the comfort, safety, and productivity of Telecommunicators as the primary focus. The proposed console design also effectively integrates technology creating a 'no-fail' work environment and allowing technicians to quickly access and trouble shoot equipment when necessary.

Russ Bassett has proposed a solution built upon our Flex Console system. The Flex Console product platform – as installed at the Orange County Sheriff and La Verne Police Department PD 9-1-1 Dispatch Centers – is highly reliable, extraordinarily durable, and ergonomically designed. The proposed configuration uses standard modular Flex components to create a custom solution specific for the requirements of the Communications Center.

Here are a few key features that differentiate Russ Bassett Consoles from other options you may be considering...

- **Individually Adjustable Monitor Arms or Slatwall Monitor Arrays**  
When it comes to monitor mounts, we strive to be the most flexible provider available. Russ Bassett consoles can utilize individually adjustable monitor arms that are fully articulating and designed to universally accommodate differing monitor sizes and weights. Individually adjustable monitor arms allow each user to adjust monitors to their focal depth and angle preferences so that they can be super comfortable as they work. We also offer a Slatwall Monitor Array that moves all monitors together as one with electric height and manual focal depth user adjustments. The array is a curved two-sided slatwall design and incorporates adjustable mounts that provide for peripheral and tilt angles to be preset, both optimizing the ergonomic interface and properly aligning all monitor seams. In either case robust power distribution and cable management features are integrated. *The Slatwall Monitor Array solution is included in this proposal.*
- **Large, Uninterrupted Worksurface**  
Russ Bassett consoles are designed to allow a full single-lift surface to achieve the BIFMA ergonomic standards for input device platforms, meaning a separate keyboard surface is not required. Your writing surface, work area, telephones and other peripheral devices are all at the same comfortable height as your keyboards. The height adjustment range is from 22.6" to 48.7" from the floor to the top of the work surface, which exceeds the HFES 100-2007, ANSI/BIMFA G1-2002 and all European standards for input device platforms.
- **Durable - Comfort Front Edge**  
Russ Bassett work surfaces utilize an ultra-durable, waterfall shaped front edge that provides a comfortable, liquid tight edge. There is no exposed hardware on our consoles making them aesthetically appealing, comfortable, and extremely tough.
- **Safety – Anti-Collision Technology**  
Russ Bassett Flex consoles utilize redundant lifting system sensors and in-house fabricated anti-collision switch covering the area of the user where the surface could lower onto a chair or operator. If the surface is lowered onto an object (such as a chair) the anti-collision technology is activated and the worksurface rises slightly avoiding any contact.
- **Cable Management**  
We obsess over orderly cable management! You cannot put your foot up and disconnect a mouse, keyboard, or anything else! All PCs and peripheral equipment, monitor video and power cables, source electrical and commutations cabling, etc. all occur within the console! From the monitor arms or slatwall monitor mounts, into the slatwall wire management trough, into the structural wall and out into the PC enclosure spaces we effectively manage all audio, video, power, and network cables to keep all mission critical systems easily accessible and the console easily retrofittable.

### Welded Steel Framework

Russ Bassett consoles are welded steel rather than bolted extrusions and/or wood panels, offering superior rigidity (particularly beneficial for reconfiguring) and superior heat dispersion. While we do offer exhaust fan kits for technology storage areas, they are almost never required because the welded steel consoles are very well ventilated and disperse heat rather than insulating it. With Russ Bassett you can achieve the required heat dispersion without exhaust fans, and

this reduces electricity consumption, vibration, noise, and future maintenance issues. The integrated 42" high structural/technology wall surround has a 7" profile and provides a rigid physical structure to the system, multiple cable management raceways, serve as the zone for accommodating and fully enclosing electrical J-box and network cabling demarcations, allows for computer and peripheral equipment placement, vertical rack mounting, and serves as the connection between the sit-stand cable management infrastructure and the fixed height extension cabinets, including accommodating all cable routing and coiling of excess computer cabling service loops. When supporting fixed height extensions and bridges, the walls include an upper slatwall section with flipper door access panels opening into the integrated wire management troughs. The walls have interior and exterior, lower, and upper access panels as well as removable top caps that are also of perforated steel construction. Top caps can be specialized for integration of status indicator lights and large screen display mounts. This is an extraordinarily well thought out and durable solution! It is designed, engineered, and manufactured as console furniture from the ground up and does not incorporate office furniture like elements.

Product videos can be viewed at this link <https://russbassett.com/control-room-resources/video/>.

We are proud to be **"Made in the USA"**. Russ Bassett Consoles are made at our factory in Whittier, California. We are vigilant in ensuring that our manufacturing processes and products are environmentally sound and will have favorable impact on our customer's facilities. All Russ Bassett products are Greenguard Gold Certified for Indoor Air Quality. Finishes can be viewed on our website here <https://russbassett.com/control-room-resources/finishes/> and physical samples have been provided to you.

### **Project Management and Schedule**

We are focused on successfully managing projects so that all parties involved have an excellent experience in working with us. As stated, Russ Bassett will work closely with the Project Team to ensure a seamless process and successful result. We take customer project timelines very seriously and will ensure that insofar as it depends on our Team, your project is completed on time and on budget.

Manufacturing lead times for the products proposed here are currently in the sixteen (16) week range after receipt of order, plus shipping and installation time, to the first phase. Orders can be placed as far in advance as makes sense for the project. If selected as your partner for the project, we will collaborate with the Team to define the desired start date and define all necessary action items.

### **Delivery and Installation Services**

Russ Bassett Project Managers and Factory Trained Local Installers deliver the highest caliber on-site delivery and installation experience.

We coordinate up front, show up on time, install our console furniture with the highest safety and quality standards, and act as a team player to assist our clients in successfully implementing their projects.

Key delivery and installation services include:

- o Project Planning Guide
- o Specialized packaging and transportation carriers
- o Onsite Project Manager
- o Russ Bassett Certified Local Installers
- o Onsite Training of GC Subs and Equipment Vendors
- o Onsite Training of User Groups
- o Installation Survey

All Russ Bassett Installation Services will be coordinated from our corporate headquarters in Whittier, CA. Your Russ Bassett Project Manager will assign and lead our local Team of certified technicians to successfully complete the project.

All Russ Bassett project installations include onsite training for the electrical and communications cabling subcontractors while we're in the process of installation, as well as training for the technology integration Team and user group. A User Guide will be provided and reviewed with you at the completion of your installation.

### **Warranty, Repair and Maintenance**

Russ Bassett consoles are built for 24/7 mission critical environments. Russ Bassett is your single point of contact for all questions regarding operation, warranty, and service items. Russ Bassett consoles do not require any kind of regularly scheduled service or preventative maintenance.

If your console requires service in the future, we will reply to all inquiries within 24 – 48 hours or less. If service is required, it will take place within 48 -72 hours. We stock all critical items and can ship them the next day for immediate installation. Non-critical items that need to be replaced will ship in two (2) weeks or less. Local certified Russ Bassett local technicians are available for quick response items and to troubleshoot issues on site.

Russ Bassett offers one of the strongest warranties in the industry, covering both parts, shipping and for a period of ten (10) years. A complete copy of our 10-Year Everything Warranty is included as an attachment. We stand behind our product and are committed to maintaining long term positive relationships with our customers!

### **References**

Included are a select set of referral letters for your review. Our goal would be to obtain a similar letter after the successful completion of your relocation project! More letters can be viewed on our website and a formal reference list is available upon request.

### **Conclusion**

If selected as your partner for the project, we will deliver both a best-in-class console furniture solution and customer experience.

Please don't hesitate to contact me with any questions or concerns as you review. My cell phone is (562) 505-4719 and email [arabago@russbassett.com](mailto:arabago@russbassett.com).

Thank you again!



Ava Rabago

**CUSTOMER**

CUSTOMER:  
**PLACENTIA PUBLIC  
SAFETY CENTER**  
PROJECT ADDRESS:  
2999 EAST LA JOLLA AVE  
ANAHEIM, CA 92806

**PROJECT**

PROJECT NAME:  
CITY OF PLACENTIA  
  
PROJECT INITIATION DATE:  
9/7/21  
CONSOLE TYPE: FLEX NUMBER OF POSITIONS:  
6 + 2 (FUTURE)  
  
SCALE:  
NTS

SALES EXECUTIVE  
AVA RABAGO

DESIGNER  
TRISH CASELLA

**SHEET INDEX**

NO.	SHEET NAME
1	3D VIEW 1
2	3D VIEW 2
3	3D VIEW 3
4	3D VIEW 4
5	PLAN VIEW
6	ELEVATION VIEW A
7	RENDERING VIEW 1
8	RENDERING VIEW 2
9	RENDERING VIEW 3
10	
11	
12	
13	
14	
15	

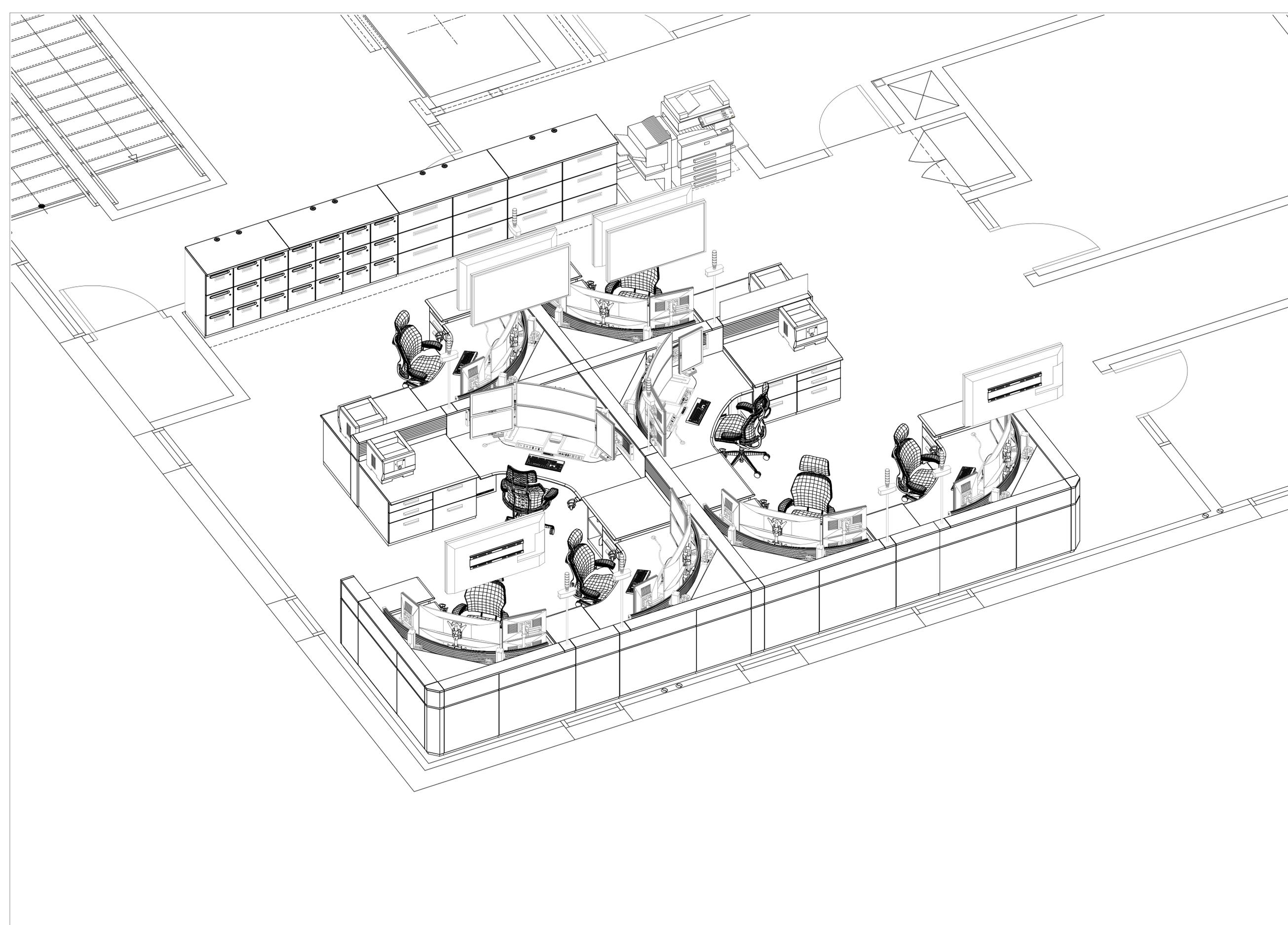
**REVISIONS**

REV	DATE	DESCRIPTION	BY
A	10/27/22	UPDT ARCH FILE, ACCESSORIES	JN
B	11/14/22	UPDT 2022 SHORT ARRAY CONSOLE	JN
C	12/13/22	MONITOR CONFIGURATION CHANGE	ND
D	10/30/23	R56, DASHBOARD & COLOR UPDTS	JN

SHEET DESCRIPTION  
**3D VIEW 1**

DRAWING # OPTION REV. SHEET

**PN-10031-01** 1 D 1/9



**CUSTOMER**

CUSTOMER:  
**PLACENTIA PUBLIC  
SAFETY CENTER**  
PROJECT ADDRESS:  
2999 EAST LA JOLLA AVE  
ANAHEIM, CA 92806

**PROJECT**

PROJECT NAME:  
CITY OF PLACENTIA  
PROJECT INITIATION DATE:  
9/7/21  
CONSOLE TYPE: FLEX NUMBER OF POSITIONS:  
6 + 2 (FUTURE)  
SCALE:  
NTS

SALES EXECUTIVE  
AVA RABAGO

DESIGNER  
TRISH CASELLA

**SHEET INDEX**

NO.	SHEET NAME
1	3D VIEW 1
2	3D VIEW 2
3	3D VIEW 3
4	3D VIEW 4
5	PLAN VIEW
6	ELEVATION VIEW A
7	RENDERING VIEW 1
8	RENDERING VIEW 2
9	RENDERING VIEW 3
10	
11	
12	
13	
14	
15	

**REVISIONS**

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B	11/14/22	UPDT 2022 SHORT ARRAY CONSOLE	JN
C	12/13/22	MONITOR CONFIGURATION CHANGE	ND
D	10/30/23	R56, DASHBOARD & COLOR UPDTS	JN

SHEET DESCRIPTION  
**3D VIEW 2**

DRAWING #	OPTION	REV.	SHEET
<b>PN-10031-01</b>	1	D	<b>2</b> 9

**CUSTOMER**

CUSTOMER:  
**PLACENTIA PUBLIC  
SAFETY CENTER**  
PROJECT ADDRESS:  
2999 EAST LA JOLLA AVE  
ANAHEIM, CA 92806

**PROJECT**

PROJECT NAME:  
CITY OF PLACENTIA  
  
PROJECT INITIATION DATE:  
9/7/21  
CONSOLE TYPE: FLEX NUMBER OF POSITIONS:  
6 + 2 (FUTURE)  
  
SCALE:  
NTS

SALES EXECUTIVE  
AVA RABAGO

DESIGNER  
TRISH CASELLA

**SHEET INDEX**

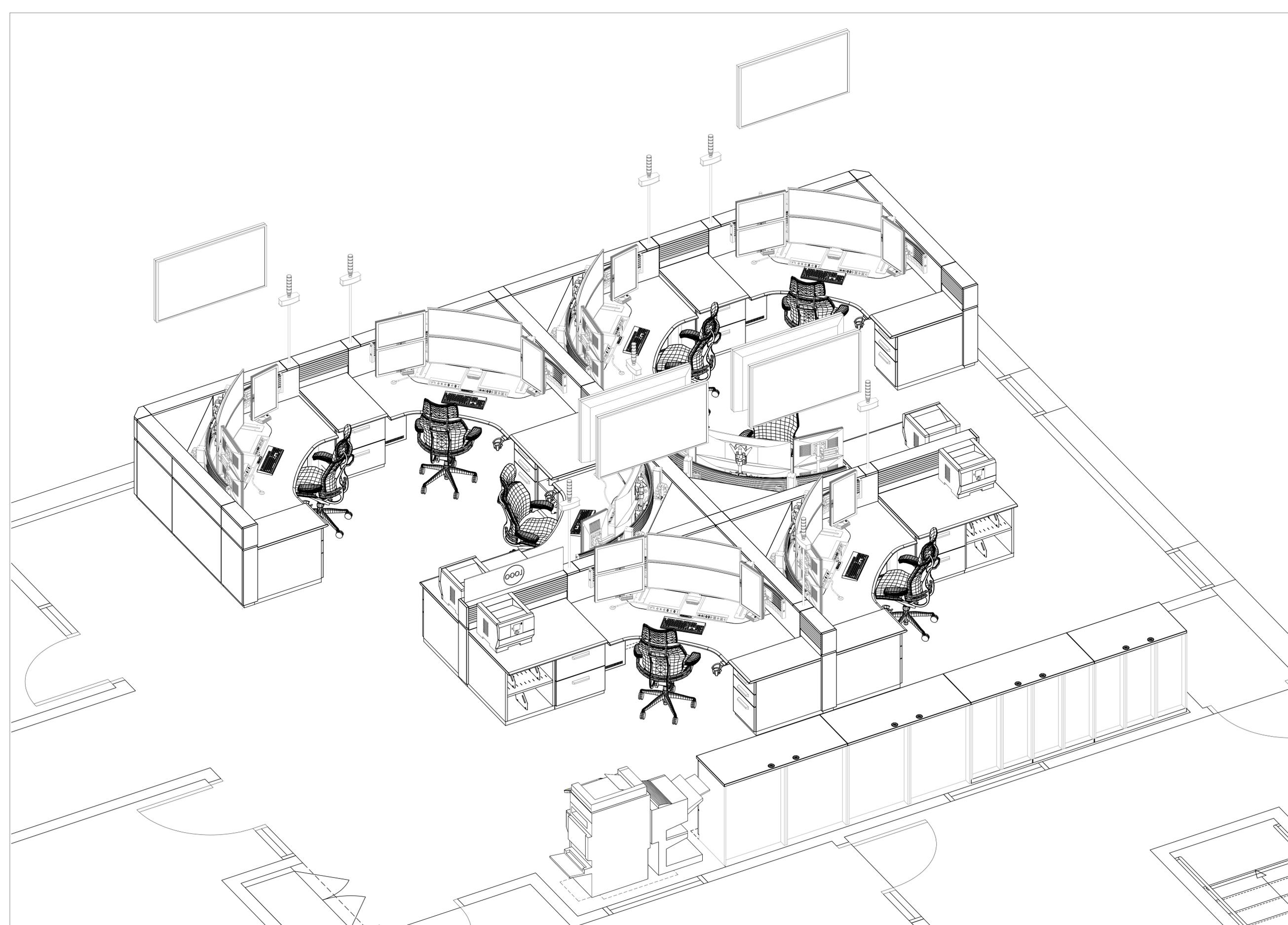
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10	
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C	12/13/22	MONITOR CONFIGURATION CHANGE	ND
D	10/30/23	R56, DASHBOARD & COLOR UPDTS	JN

SHEET DESCRIPTION  
**3D VIEW 3**

DRAWING #	OPTION	REV.	SHEET
<b>PN-10031-01</b>	1	D	3/9



**CUSTOMER**

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**PLACENTIA PUBLIC  
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ANAHEIM, CA 92806

**PROJECT**

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SALES EXECUTIVE  
AVA RABAGO

DESIGNER  
TRISH CASELLA

**SHEET INDEX**

NO.	SHEET NAME
1	3D VIEW 1
2	3D VIEW 2
3	3D VIEW 3
4	3D VIEW 4
5	PLAN VIEW
6	ELEVATION VIEW A
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9	RENDERING VIEW 3
10	
11	
12	
13	
14	
15	

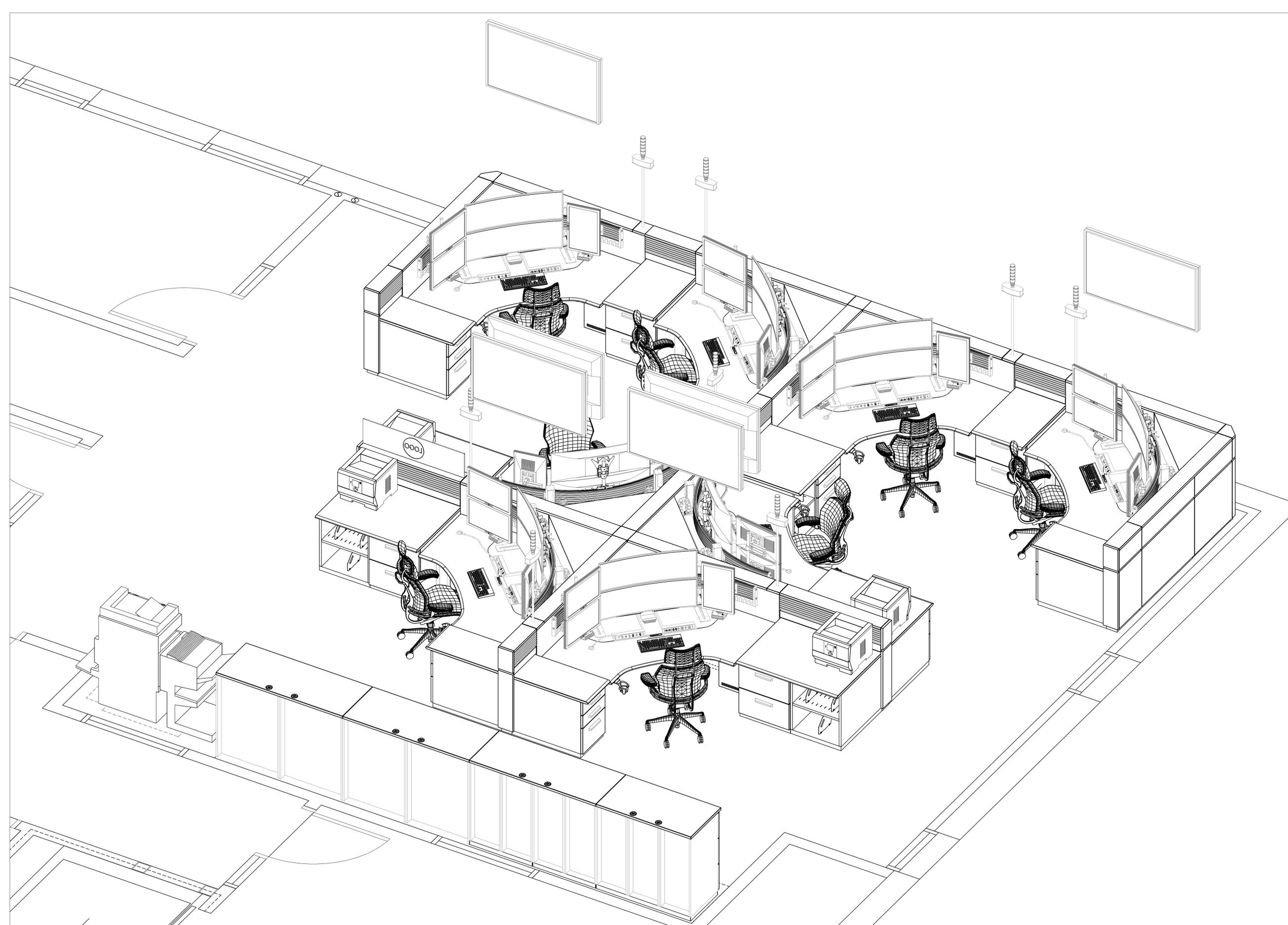
**REVISIONS**

REV	DATE	DESCRIPTION	BY
A	10/27/22	UPDT ARCH FILE, ACCESSORIES	JN
B	11/14/22	UPDT 2022 SHORT ARRAY CONSOLE	JN
C	12/13/22	MONITOR CONFIGURATION CHANGE	ND
D	10/30/23	R56, DASHBOARD & COLOR UPDTS	JN

SHEET DESCRIPTION  
**3D VIEW 4**

DRAWING #	OPTION	REV.	SHEET
<b>PN-10031-01</b>	1	D	4 9

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**CUSTOMER**

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**PLACENTIA PUBLIC  
SAFETY CENTER**  
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2999 EAST LA JOLLA AVE  
ANAHEIM, CA 92806

**PROJECT**

PROJECT NAME:  
CITY OF PLACENTIA  
PROJECT INITIATION DATE:  
9/7/21  
CONSOLE TYPE: FLEX NUMBER OF POSITIONS:  
6 + 2 (FUTURE)  
SCALE:  
NTS

SALES EXECUTIVE  
AVA RABAGO

DESIGNER  
TRISH CASELLA

**SHEET INDEX**

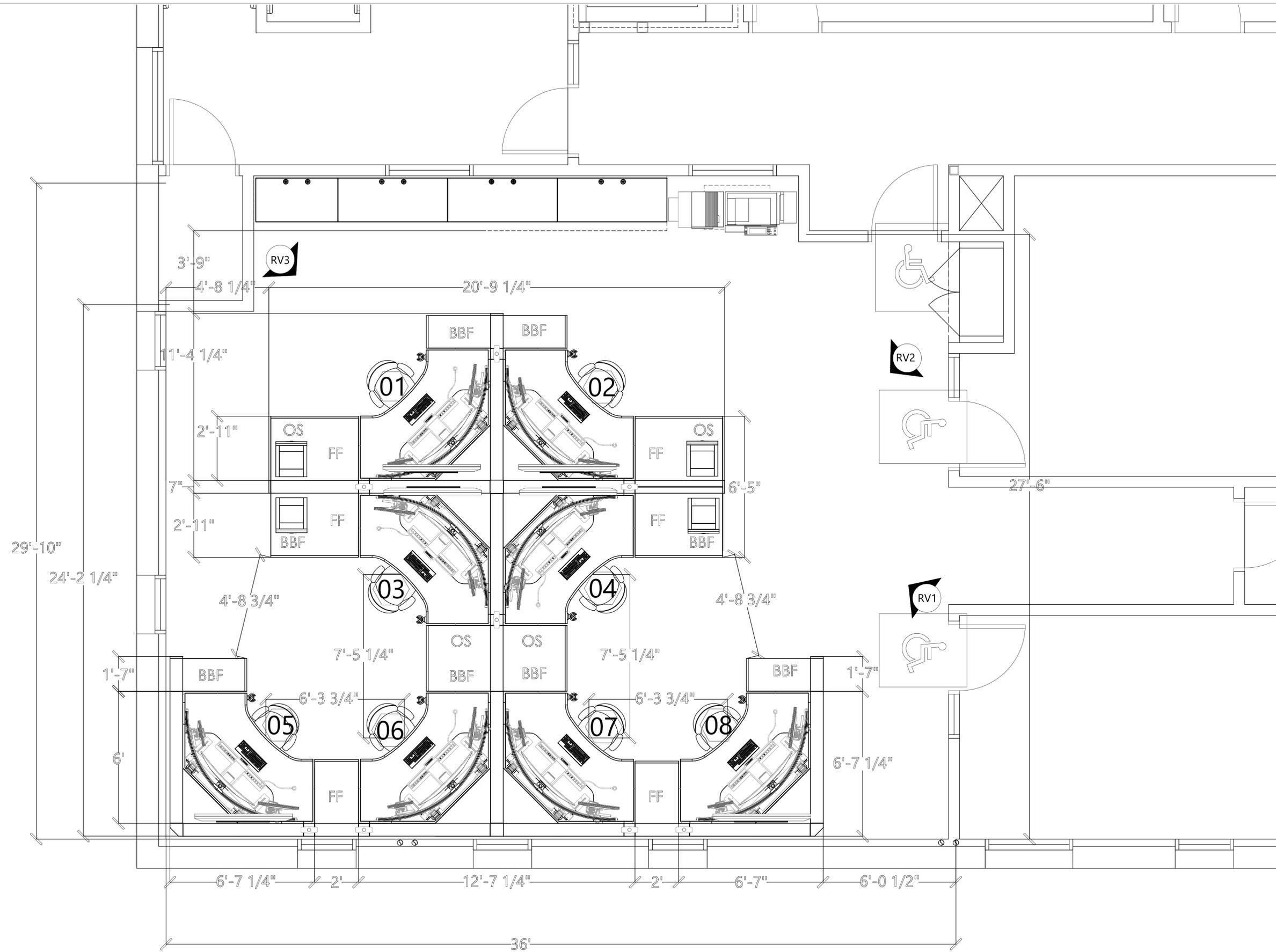
NO.	SHEET NAME
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10	
11	
12	
13	
14	
15	

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D	10/30/23	R56, DASHBOARD & COLOR UPDTS	JN

SHEET DESCRIPTION  
**PLAN VIEW**

DRAWING #	OPTION	REV.	SHEET
<b>PN-10031-01</b>	1	D	5 9



**CUSTOMER**

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SAFETY CENTER**  
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**PROJECT**

PROJECT NAME:  
CITY OF PLACENTIA  
  
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9/7/21  
CONSOLE TYPE: FLEX NUMBER OF POSITIONS:  
6 + 2 (FUTURE)  
  
SCALE:  
1" = 1' - 0"

SALES EXECUTIVE  
AVA RABAGO

DESIGNER  
TRISH CASELLA

**SHEET INDEX**

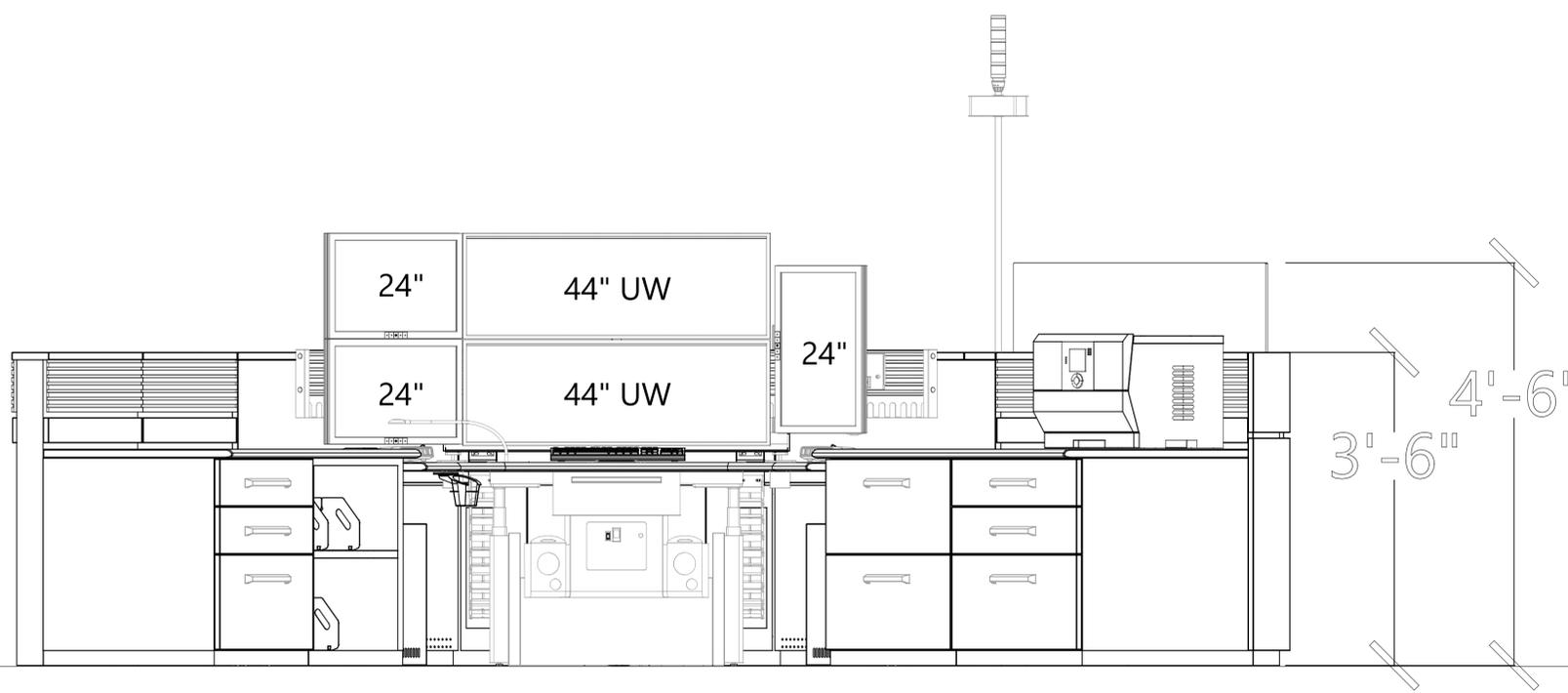
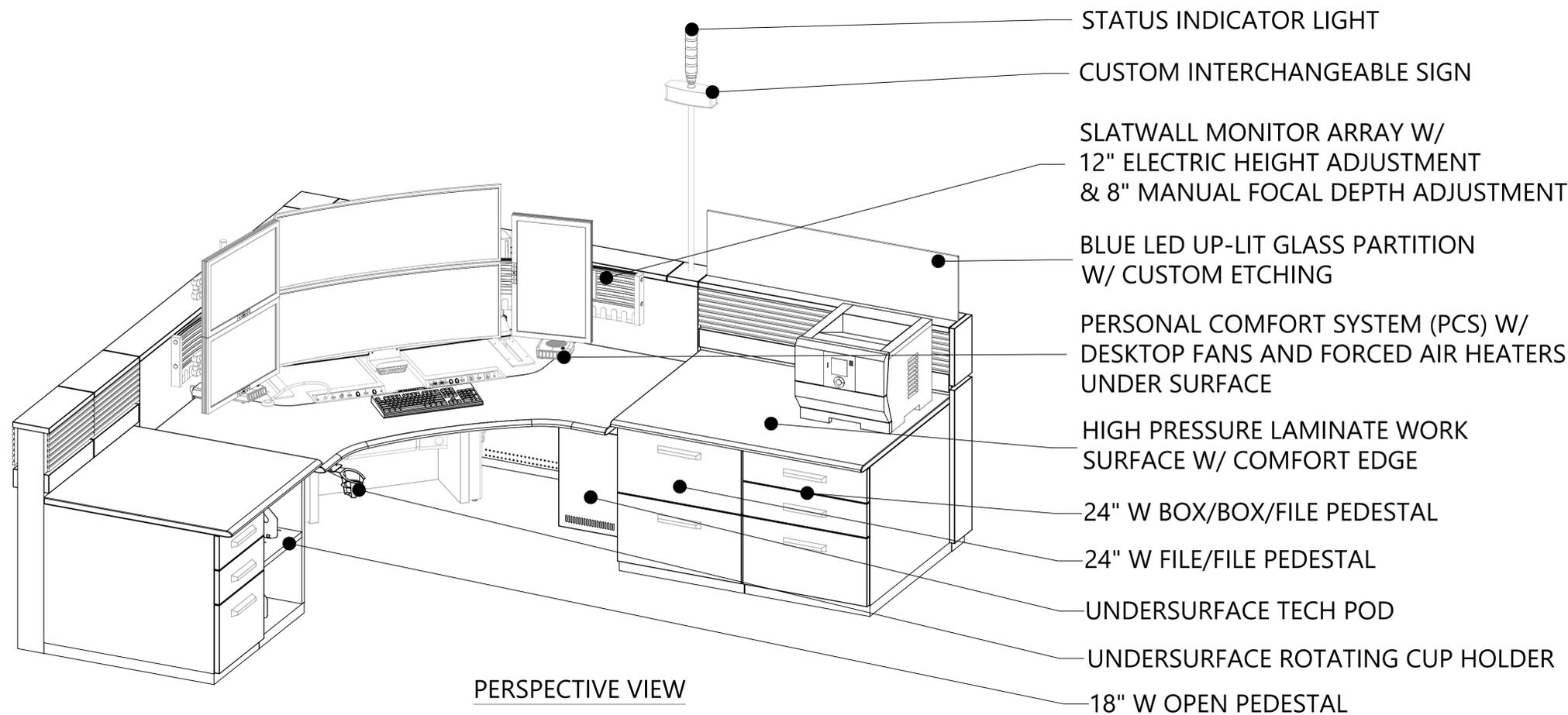
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10	
11	
12	
13	
14	
15	

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SHEET DESCRIPTION  
**ELEVATION A**

DRAWING #	OPTION	REV.	SHEET
<b>PN-10031-01</b>	1	D	6 9



- CONSOLE DASHBOARD WITH:**
- CONSOLE CONTROLS
  - PCS CONTROLS
  - 1 - USB-A & 1 - USB-C CHARGING PORTS
  - 2 - USB-A CHARGING PORTS
  - GOOSENECK TASK LIGHT W/ DIMMER
  - AMBIENT LIGHT DIMMER
  - STATUS INDICATOR SWITCH

**CUSTOMER**

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**PLACENTIA PUBLIC SAFETY CENTER**  
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2999 EAST LA JOLLA AVE  
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SALES EXECUTIVE  
AVA RABAGO

DESIGNER  
TRISH CASELLA

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15	

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SHEET DESCRIPTION

**RENDERING VIEW 1**

DRAWING # OPTION REV. SHEET

**PN-10031-01** 1 D 7/9



COLOR SCHEME:

LAMINATE: ASIAN NIGHT

POWDER COAT: CHARCOAL



**CUSTOMER**

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SHEET DESCRIPTION

**RENDERING VIEW 2**

DRAWING #	OPTION	REV.	SHEET
<b>PN-10031-01</b>	1	D	8/9



COLOR SCHEME:

LAMINATE: ASIAN NIGHT

POWDER COAT: CHARCOAL



**CUSTOMER**

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**PLACENTIA PUBLIC SAFETY CENTER**  
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CITY OF PLACENTIA  
  
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CONSOLE TYPE: FLEX NUMBER OF POSITIONS:  
6 + 2 (FUTURE)  
  
SCALE:  
NTS

SALES EXECUTIVE  
AVA RABAGO

DESIGNER  
TRISH CASELLA

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10	
11	
12	
13	
14	
15	

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SHEET DESCRIPTION

**RENDERING VIEW 3**

DRAWING #	OPTION	REV.	SHEET
<b>PN-10031-01</b>	1	D	9 / 9



COLOR SCHEME:

LAMINATE: ASIAN NIGHT

POWDER COAT: CHARCOAL



# DASHBOARD PLANNING GUIDE

## DASH PLATES (ORDERED SEPARATELY)



BLANK



SINGLE USB KEYSTONE



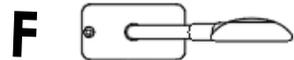
DOUBLE USB KEYSTONE



DEVICE CHARGING / USB A-A



DEVICE CHARGING / USB A-C



GOOSENECK LIGHT



AMBIENT LIGHT DIMMER



SINGLE STATUS LIGHT SWITCH



DOUBLE STATUS LIGHT SWITCH



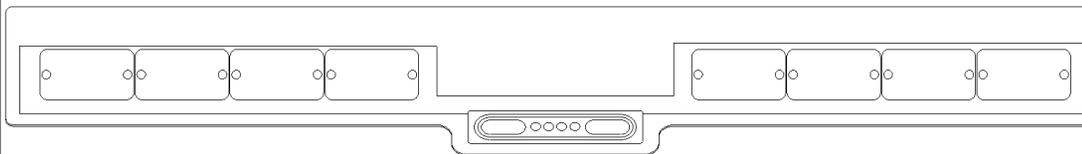
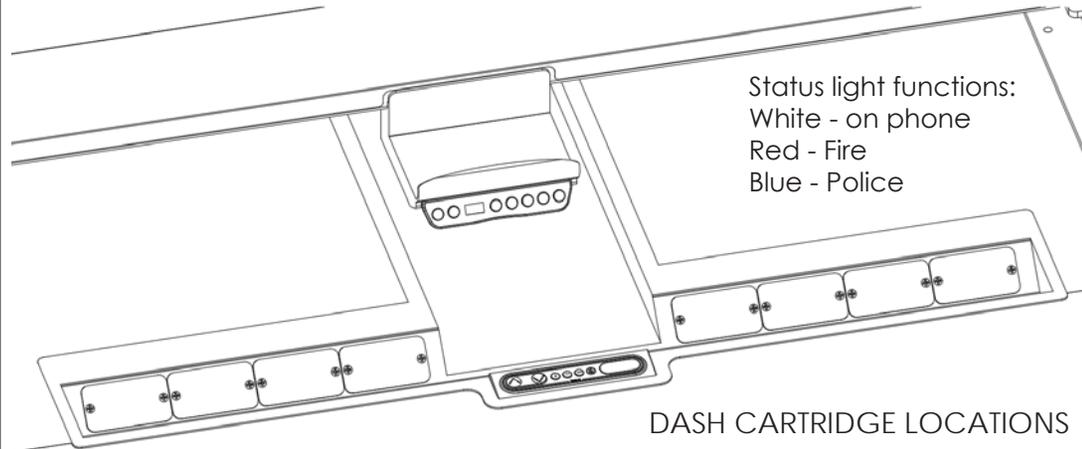
PCS CONTROLS

Array consoles include 8 dash plate bays. Available Dash Plates are shown to the left, and are sold separately. Use this guide to plan your dashboard layout and voice/data connections.

The "Patch Bay" data ports are for permanent connections such as keyboards, mice, phones, etc.

the Dashboard USB keystones are for quick temporary connections, such as flash drives and personal keyboards.

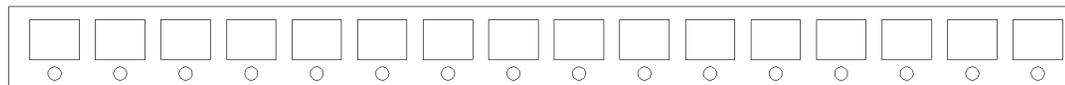
Data Color Markers can be used to help identify which system the data terminations are connected to. Each data port has accommodations for a color marker. Data Color Markers are sold separately in bags of 10 or 100.



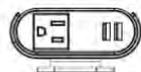
\* IF YOU SELECT H or I PLEASE INDICATE SWITCH COLORS HERE:

RED BLUE GREEN YELLOW

PATCH BAY DATA PORTS (HIDDEN)  
W/ DATA COLOR MARKER ACCOMMODATIONS



Desktop Power



POSITION TYPE:

## VOICE/DATA KEYSTONES (ORDERED SEPARATELY)

1 USB 3.0

2 RJ 45

3 RJ 11

4 3.5 MM

## DATA COLOR MARKERS

	QUANTITY
BL (BLACK)	10 PK. 100 PK.
BR (BROWN)	10 PK. 100 PK.
BL (BLUE)	10 PK. 100 PK.
RD (RED)	10 PK. 100 PK.
GY (GRAY)	10 PK. 100 PK.
GR (GREEN)	10 PK. 100 PK.
WH (WHITE)	10 PK. 100 PK.
HM (HONEY MAPLE)	10 PK. 100 PK.

# Quotation



Russ Bassett Corporation  
 8189 Byron Road Whittier, CA 90606  
 Tel: 800.350.2445 Fax: 562.698.8972  
 www.russbassett.com

**PROJECT #:** PN-10031-01 **Option: 1**  
**REVISION:** D  
**PROJECT NAME:** PPSC Placentia Public Safety Center

<b>QUOTE DATE:</b> 11/9/2023	<b>SALES EXECUTIVE:</b> Ava Rabago
<b>EXPIRATION DATE:</b> 12/23/2023	<b>ADDRESS:</b> 8189 Byron Rd Whittier, CA 90606
<b>CUSTOMER:</b> Placentia Police Department	<b>PHONE:</b> (562) 505-4719
<b>CONTACT:</b> Stefanie Acosta-Reyes	<b>EMAIL:</b> arabago@russbassett.com
<b>ADDRESS:</b> 401 East Chapman Ave Placentia, CA 92870	
<b>PHONE:</b> 714-993-8117	
<b>EMAIL:</b> sacosta-reyes@placentia.org	

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
<b>AREA: 1</b>		<b>Consoles</b>	<b>AREA 1 TOTAL: \$</b>	<b>173,683.80</b>
8	FSA-CS-72	Flex Sit-Stand, 90° Corner, 72W, Single Lift, Adj. Array	\$ 5,332.55	\$ 42,660.40
8	FCF-42-T-SSP	Flex Sit-Stand Corner Filler, 42H, Tech Storage, Powder	\$ 621.00	\$ 4,968.00
2	FSW-07-1842-EMT-SWN	Flex Wall, 07D, 18L x 42H, Empty Side A, Slatwall Side B	\$ 424.93	\$ 849.86
1	FSW-07-1842-SWN-SWN	Flex Wall, 07D, 18L x 42H, Slatwall Side A, Slatwall Side B	\$ 597.43	\$ 597.43
2	FSW-07-2442-EMT-SWN	Flex Wall, 07D, 24L x 42H, Empty Side A, Slatwall Side B	\$ 438.73	\$ 877.46
11	FSW-07-3042-EMT-EMT	Flex Wall, 07D, 30L x 42H, Empty Side A, Empty Side B	\$ 280.03	\$ 3,080.33
1	FSW-07-3642-SWN-SWN	Flex Wall, 07D, 36L x 42H, Slatwall Side A, Slatwall Side B	\$ 638.83	\$ 638.83
6	FSW-07-4242-EMT-SSP	Flex Wall, 07D, 42L x 42H, Empty Side A, Sit-Stand Powder Side B	\$ 432.40	\$ 2,594.40
3	FSW-07-4242-SSF-SSF	Flex Wall, 07D, 42L x 42H, Sit-Stand Fabric Side A, Sit-Stand Fabric Side B	\$ 694.03	\$ 2,082.09
2	FSW-07-4242-SSP-SSP	Flex Wall, 07D, 42L x 42H, Sit-Stand Powder Side A, Sit-Stand Powder Side B	\$ 556.60	\$ 1,113.20
2	FSW-07-4842-SWN-SWN	Flex Wall, 07D, 48L x 42H, Slatwall Side A, Slatwall Side B	\$ 666.43	\$ 1,332.86
8	FTC-0706-SL-S	Flex Top Cap, 7D x 6W, Status Indicator Light Pole Receiver, Square	\$ 207.58	\$ 1,660.64
3	FTC-0718-S-S	Flex Top Cap, 7D x 18W, Solid, Square	\$ 131.68	\$ 395.04
2	FTC-0724-S-S	Flex Top Cap, 7D x 24W, Solid, Square	\$ 138.58	\$ 277.16
1	FTC-0736-S-S	Flex Top Cap, 7D x 36W, Solid, Square	\$ 152.38	\$ 152.38
1	FTC-0748-GL-BL-S	Flex Top Cap, 7D x 48W, Blue Lit Glass W/ Logo, Square	\$ 1,554.80	\$ 1,554.80
1	FTC-0748-S-S	Flex Top Cap, 7D x 48W, Solid, Square	\$ 166.75	\$ 166.75
8	FTC-0766-S-S	Flex Top Cap, 7D x 66W, Solid, Square	\$ 187.45	\$ 1,499.60
6	FTC-0772-S-S	Flex Top Cap, 7D x 72W, Solid, Square	\$ 194.35	\$ 1,166.10
16	FTP-12-N	Under Surface Tech Pod, 12"W	\$ 274.28	\$ 4,388.48
4	FWS-FRE-3618-W	Work Surface, Rectangle, 36D x 18L	\$ 453.68	\$ 1,814.72
2	FWS-FRE-3624-W	Work Surface, Rectangle, 36D x 24L	\$ 503.13	\$ 1,006.26
2	FWS-FRE-3636-W	Work Surface, Rectangle, 36D x 36L	\$ 602.03	\$ 1,204.06
4	FWS-FRE-3648-W	Work Surface, Rectangle, 36D x 48L	\$ 701.50	\$ 2,806.00
8	FWS-SCA-3672-N-W	Work Surface, 90° Corner Sit-Stand, Single Lift Array, 36D x 72L	\$ 1,088.48	\$ 8,707.84
2	FBP-1842-SPS	Flex Back Panel, 18W x 42H, Solid, Powder, Square	\$ 217.35	\$ 434.70
2	FBP-2442-SPS	Flex Back Panel, 24W x 42H, Solid, Powder, Square	\$ 224.25	\$ 448.50
6	FBP-3042-SPS	Flex Back Panel, 30W x 42H, Solid, Powder, Square	\$ 231.15	\$ 1,386.90
6	FBP-4242-SPS	Flex Back Panel, 42W x 42H, Solid, Powder, Square	\$ 244.95	\$ 1,469.70
2	FCC-07L-9042-EPS	Flex Corner Connector, 7D, 90° L-Type, 42H, Exterior, Powder, Square	\$ 317.98	\$ 635.96
1	FCC-07T-9042-EPS	Flex Corner Connector, 7D, 90° T-Type, 42H, Exterior, Powder, Square	\$ 317.40	\$ 317.40

# Quotation

PROJECT #:	PN-10031-01	Option: 1
REVISION:	D	
PROJECT NAME:	PPSC Placentia Public Safety Center	

**rus sbassett**  
 Russ Bassett Corporation  
 8189 Byron Road Whittier, CA 90606  
 Tel: 800.350.2445 Fax: 562.698.8972  
 www.russbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
1	FCC-07X-9042-MTS	Flex Corner Connector, 7D, 90° X-Type, 42H, Empty, Square	\$ 207.58	\$ 207.58
5	FEC-FH-0742-L	Flex End Cap, Fixed Height, 7" Wall, 42"H, Lam	\$ 276.00	\$ 1,380.00
6	FPD-3618-BBF-L-N	Flex Drawer Pedestal, 36D x 18W, Box/Box/File, Laminate Faces, No Lock	\$ 442.75	\$ 2,656.50
2	FPD-3624-BBF-L-N	Flex Drawer Pedestal, 36D x 24W, Box/Box/File, Laminate Faces, No Lock	\$ 457.13	\$ 914.26
6	FPD-3624-FF-L-N	Flex Drawer Pedestal, 36D x 24W, File/File, Laminate Faces, No Lock	\$ 424.93	\$ 2,549.58
2	FPO-3618	Flex Open Storage Pedestal, 36D x 18W	\$ 319.70	\$ 639.40
2	FPO-3624	Flex Open Storage Pedestal, 36D x 24W	\$ 342.13	\$ 684.26
1	WAC-ARTWORK	Logo Artwork Prep - Per Logo Design	\$ 687.70	\$ 687.70
8	WAC-DTB-14	14 Port Data Termination Bracket, Universal	\$ 83.38	\$ 667.04
1	WAC-ETCH-LOGO	Glass Etching, Logo - Per Logo Instance	\$ 722.20	\$ 722.20
1	WAC-ETCH-TEXT	Glass Etching, Text - Per Text Line	\$ 996.48	\$ 996.48
8	WAC-BOND-KIT-R56	Flex Console Bonding Kit, R56	\$ 518.08	\$ 4,144.64
5	WAC-PSTRIP-H-15	Power Strip, 15 Amp, 7 Outlet, With Horizontal Trough Mounting Bracket	\$ 69.58	\$ 347.90
8	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	\$ 173.08	\$ 1,384.64
8	WAC-SLT-5-36	Pole Mount Situation Awareness Light, 5-Lens, 36"H Pole	\$ 585.93	\$ 4,687.44
8	DAC-AMB-PWR	Ambient Light Power Supply W/ Splitter	\$ 55.78	\$ 446.24
8	DAC-AMB-SW-12	Ambient Light, Slatwall, 12", Blue	\$ 104.08	\$ 832.64
8	DAC-AMB-SW-72	Ambient Light, Slatwall, 72", Blue	\$ 276.00	\$ 2,208.00
8	DAC-COATHOOK	Locker Coat Hook	\$ 31.63	\$ 253.04
48	DAC-CO-RJ45	RJ45 Keystone - Coupler	\$ 21.28	\$ 1,021.44
64	DAC-CO-USB	USB-A 3.0 Keystone - Coupler (Includes 15' Extension)	\$ 41.98	\$ 2,686.72
8	DAC-CUPHLDR-US-R	Cup Holder, Under Surface, Rotating	\$ 114.43	\$ 915.44
8	DAC-DASH-CHRG-AA	Dash Plate, Device Charging, USB A-A	\$ 113.85	\$ 910.80
8	DAC-DASH-CHRG-AC	Dash Plate, Device Charging, USB A-C	\$ 163.88	\$ 1,311.04
8	DAC-DASH-DIMMER	Dash Plate, Ambient Dimmer	\$ 94.88	\$ 759.04
8	DAC-DASH-LIGHT	Dash Plate, Gooseneck Light	\$ 204.70	\$ 1,637.60
8	DAC-DASH-SWITCH-B	Dash Plate, Switch, Status Indicator Light, Blue	\$ 104.08	\$ 832.64
8	DAC-DASH-SWITCH-R	Dash Plate, Switch, Status Indicator Light, Red	\$ 104.08	\$ 832.64
8	DAC-DASH-USB-X2	Dash Plate, 2 USB Keystones W/ Cables	\$ 116.73	\$ 933.84
1	DAC-DCM-100-BL	Data Color Markers, 100 Pack, Blue	\$ 58.65	\$ 58.65
1	DAC-DCM-100-Gn	Data Color Markers, 100 Pack, Green	\$ 58.65	\$ 58.65
1	DAC-DCM-100-RD	Data Color Markers, 100 Pack, Red	\$ 58.65	\$ 58.65
1	DAC-DCM-100-WH	Data Color Markers, 100 Pack, White	\$ 58.65	\$ 58.65
8	DAC-MM-01-SW-PM	Monitor Mount, Slatwall, Pole Mount	\$ 362.25	\$ 2,898.00
8	DAC-MM-11-SW-PM	Monitor Mount, 1-Over-1, Slatwall, Pole Mount	\$ 586.50	\$ 4,692.00
8	DAC-MM-11-SW-PM-HD	Monitor Mount, 1-Over-1, Slatwall, Pole Mount, HD	\$ 661.25	\$ 5,290.00
8	DAC-PCS-FLX-A	Flex Personal Comfort System, Heat & Air	\$ 1,500.18	\$ 12,001.44
8	DAC-PWR-USB-EDGE	Power / USB Charger, Edge Mount	\$ 258.75	\$ 2,070.00
8	DAC-SL-CIS	Status Indicator Light - Custom Interchangeable Sign	\$ 121.33	\$ 970.64
4	DEF-DWR-2430-3H-NL	Lateral File Cabinet, 24"D x 30"W x 42"H, 3 High Unit, No Lock	\$ 1,168.40	\$ 4,673.60
7	DEF-PSD-2415-3H-MS	Personal Storage Drawer, 24"D x 15"W x 42"H, 3 High Unit, Mail Slot, Locking	\$ 1,085.60	\$ 7,599.20
2	DEF-PSD-BSE-Q230	Drawer Base, 2 Wide, 24"D x 30"W x 2"H	\$ 150.65	\$ 301.30

# Quotation

PROJECT #:	PN-10031-01	Option: 1
REVISION:	D	
PROJECT NAME:	PPSC Placentia Public Safety Center	

**rus sbassett**  
 Russ Bassett Corporation  
 8189 Byron Road Whittier, CA 90606  
 Tel: 800.350.2445 Fax: 562.698.8972  
 www.rusbassett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
1	DEF-PSD-BSE-0245	Drawer Base, 3 Wide, 24"D x 45"W x 2"H	\$ 184.00	\$ 184.00
1	DEF-STG-TOP-2445-G-S	Storage Top, 24"D x 45"W, Grommet	\$ 367.43	\$ 367.43
3	DEF-STG-TOP-2460-G-S	Storage Top, 24"D x 60"W, Grommet	\$ 621.00	\$ 1,863.00

HGACBuy Contract #: EC07-23 (911 Equipment & Emergency Notification Software and Services).  
 Prices shown herein are Net (discount applied) unless otherwise noted. Effective Dates 8/1/2023 - 6/30/25.

Product Total:	\$	173,683.80
Sales/Use Tax (8.75%):	\$	15,197.34
Delivery Services:	\$	2,950.00
Russ Bassett Installation Services includes union/prevailing wage:	\$	45,200.00
<b>Total Due</b>	<b>\$</b>	<b>237,031.14</b>

## PROJECT / ORDER DETAILS

**BUYER:** Placentia Public Safety  
**PROJECT NAME:** City of Placentia  
**PROJECT NUMBER:** PN-10031-01 Opt 1 Rev D  
**BUYER PURCHASE ORDER NO:**

Thank you for your order! To make sure both parties agree on their individual responsibilities, we have prepared the following "Sales Agreement" to cover items relating to your order.

### 1. GENERAL

The terms outlined herein represent the complete agreement between the seller, Russ Bassett Corp. ("RBC") and **Placentia Public Safety** ("BUYER"). This Sales Agreement supersedes any other prior conversations, understandings, and agreements, written or verbal.

### 2. SCOPE OF WORK

RBC agrees to provide product,(specifically built-to-order for this project), delivery, and installation as detailed in the attached drawings, renderings, and quotation / proposal, collectively referred to as "Attachment A".

### 3. INVESTMENT

BUYER shall pay RBC **\$237,031.14** in U.S. currency in return for the products and services outlined in Attachment A, per the milestone payment schedule below.

### 4. MILESTONE PAYMENT SCHEDULE

RBC milestone payment term schedule for this project are as follows:

MILESTONE	PROGRESS PAYMENT INVOICED
1. SUBMITTAL OF ORDER TO RBC	25% Due: With Order or Net 15 Days
2. ORDER SHIPMENT	50% Due: Net 30 Days
3. SUBSTANTIAL COMPLETION OF THE PROJECT	25% Due: Net 15 Days*

*\*10% retainage can be held back if there are minor punch list items delaying final completion.*

### 5. BONDS

No bonds are included as part of this order.

### 6. TAXES

BUYER shall be responsible for all sales and use taxes beyond what is collected on this order.

### 7. FINAL ORDER APPROVAL

Receipt of BUYER's purchase order, signed copy of this Sales Agreement, and receipt of 25% milestone payment #1 constitutes final approval of all attachments and conveys to RBC clear approval and authority to move forward with manufacturing to meet your firm delivery requirements.

### 8. SCHEDULE

RBC shall coordinate with BUYER's Designated Contact to establish a firm shipment and delivery schedule to meet BUYER's desired installation requirements. This schedule will then be published and made part of this Agreement.

## 9. CHANGES

Any REQUEST for changes to the design, scope of work or schedule shall be made in writing. RBC will notify BUYER if it is possible to accommodate the requested change and, if so, what costs and schedule impacts would apply. No change will be made without sign-off of the updated quote and drawing by BUYER and prepayment of additional costs. Once a confirmed order is within 4 WEEKS of the scheduled ship date, it is NOT AVAILABLE FOR CHANGES.

## 10. DELAYS

If BUYER is unable to take delivery per the agreed upon schedule, RBC will, as a courtesy, warehouse the product at no charge for up to 30 days. After 45 days, 100% of the Product Total will be invoiced, less any prior progress payments already received. At that time STORAGE FEES OF 1% PER MONTH, of the product total will apply and be billed monthly. Freight and Installation fees will be billed at time of shipment and due upon substantial completion of the installation. A 10% retainage may be held back to cover resolution of any outstanding punch list items.

## 11. SHIPPING

Freight and delivery charges include inside delivery and removal of packaging debris. If damage occurred during shipping, RBC would rush a replacement item to the installation site and remove the damaged item at no cost to BUYER. If BUYER modifies the schedule, requests additional shipments, expedited shipments, or off-site storage beyond the original scope of work, any resulting additional costs shall be the sole responsibility of BUYER.

## 12. SITE CONDITIONS

To ensure a successful installation, the delivery and installation site must be 100% ready. This includes clean and free access to allow delivery, movement, staging and installation of the product as agreed at the time of order, including elevator access if not a "ground floor" installation. All flooring, walls, painting, carpeting, ceiling, and electrical work should be complete prior to the arrival of the RBC product. BUYER shall appoint an on-site representative that will be available to RBC's installation team for security, site safety and product placement coordination. Unless otherwise arranged, RBC is not responsible for professional architectural, electrical, mechanical, structural or floor loading analysis. These services may be available on a fee basis upon request.

## 13. INSTALLATION

RBC installations are performed by RBC authorized, factory trained, non-union furniture installers during normal, uninterrupted, business hours. Overtime, evening, weekend, and holiday work is available at an additional charge. The installation charge includes the placement, installation, clean-up and training on the use, service and maintenance of the products supplied. Any existing materials subject to relocation by RBC that were not included in the original scope of work may be subject to additional charges. RBC assumes that the site is prepared to allow RBC installers to receive the product and complete the installation in a single installation activity unless it is already quoted otherwise under the scope of work. If multiple site visits are required at the request of BUYER, RBC will provide a revised quotation for any resulting additional costs.

## 14. ACCEPTANCE

To ensure BUYER's complete satisfaction, BUYER shall have a representative join an RBC representative for a walk through after final installation. At this time, RBC will turn over the product to BUYER, provide a product demonstration and training session outlining its proper use and maintenance. BUYER will be requested to sign-off on the installation or create a "punch list" of all incomplete or unsatisfactory items. All "non punch list" items will be considered complete and accepted. Once all agreed punch list items are corrected, BUYER shall sign-off on the project and will be invited to comment on the Installation Survey form.

## 15. CANCELLATION / RETURNS

As stated above, orders are BUILT TO ORDER and therefore, once started, it is not subject to cancellation or return. Any requests for consideration of cancellation must be submitted in writing and approved by an officer of RBC. Requests received and approved within two weeks of receipt of order will be accommodated at no charge.

If the request is received after two weeks, it will be subject to a cancellation charge. The cancellation charge will be between 25% and 100% of the contract amount depending on how far the order has progressed through the system. RBC will deliver a Cancellation Quote with supporting documentation. If BUYER decides to proceed with the cancellation, BUYER agrees to pay RBC within 30 days of cancellation invoice.

## 16. WARRANTY

RBC warrants, to the original BUYER, that all products will be free from defects in material and workmanship for 10 full years.

In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the BUYER and RBC. Prompt execution of this warranty requires cooperation. With guidance from RBC, BUYER agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to BUYER. If the problem requires on-site assistance, RBC will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or BUYER imposes conditions or restrictions that increases the service cost, BUYER agrees to reimburse RBC for any resulting additional expense. BUYER also agrees to properly dispose of the old parts and packing material. The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items, or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the warranty period applied to the original product. Product repair or replacement is BUYER's exclusive remedy for all product defects covered under this non-transferable warranty. RBC makes no other express or implied warranties on any product except as stated above and makes no warranty of RBC product fitness except for use as standard console furniture.

## 17. LIABILITY

RBC shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond RBC's control. RBC shall not be liable for any liquidated, consequential, or incurred damages, nor penalties of any kind for delays in the completion of work. Acceptance of final payment under this agreement shall be conclusive evidence that RBC

has performed all its obligations under this agreement and shall release RBC from all claims by BUYER.

## 18. NON-DISCLOSURE

All engineering, drawings, specifications, or other written materials provided shall represent an RBC investment and shall remain the property of RBC. Such items are submitted with the understanding and agreement that the information will not be disclosed to any third party without the written consent of RBC.

## 19. FORCE MAJEURE

In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, civil unrest, insurrection, materials unavailability, or any other cause beyond the reasonable control of the party invoking this section (collectively, a "Force Majeure"), and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.

## 20. NOTICES

All notices, requests, demands, and other communications given under this agreement shall be in writing and shall be deemed to have been duly given if delivered personally, via e-mail with receipt confirmed, or sent by Federal Express (or other overnight courier).

For BUYER send to:

**Stefanie Acosta-Reyes**

Placentia Public Safety  
2999 East La Jolla Ave  
Anaheim, CA 92806  
[sacosta-reyes@placentia.org](mailto:sacosta-reyes@placentia.org)

For Seller send to:

**Gordon Walters**  
Controller

Russ Bassett Corp.  
8189 Byron Road  
Whittier, CA 90606  
[gwalters@russbassett.com](mailto:gwalters@russbassett.com)

**SIGNATURE PAGE**

**HGACBuy Contract EC07-23**  
**9-1-1 Equipment & Emergency Notification Software & Services**  
**Informational Overview**

**Contract Introduction**

HGACBuy contract is a national cooperative purchasing vehicle available to state and local government agencies. This is an alternative to having to go out for competitive bids since the contract was already competitively bid. Contract cycles are typically two (2) years, with new competitions occur every two (2) years. There is in any given award cycle the option for extension(s) of the contract.

There is no cost to the agency to use HGACBuy Contracts or to sign up as a member.

An agency can find out if they are a member by following this link and looking up the members in their state:  
<http://www.hgacbuy.org/about/end-users.aspx>.

If they are not already members, an agency can sign up with HGACBuy and then utilize the contract by way of referencing it on their PO. The agency – or their parent municipality, county or state – enters into an interlocal agreement (ILC) with HGACBuy. The process for signing up as a member can be found here:  
<https://www.hgacbuy.org/join/become-an-end-user.aspx>.

To access the HGACBuy website directly to learn more about the contract, please visit  
<https://www.hgacbuy.org/about/default.aspx>.

The agency can also reach out directly to Veronica Johnson who administers the 9-1-1 Equipment & Services contract. Veronica’s contact information is listed below.

Veronica Johnson  
 HGACBuy  
 Procurement Specialist  
 713-993-2446  
[Veronica.johnson@h-gac.com](mailto:Veronica.johnson@h-gac.com)

**Russ Bassett and HGACBuy**

Russ Bassett Consoles are available on HGACBuy Contract EC07-20 for 9-1-1 Equipment. This contract cycle went into effect August 1<sup>st</sup>, 2023 and expires **June 30th, 2025**. Additionally, Russ Bassett competed for and held in good standing the same contract in the EC07-16, EC07-18 and EC07-20 cycles.

For clients interested in this contract, we supply a line-item detail quotation specific to the client’s Russ Bassett developed design drawing package. An associated HGACBuy worksheet is also available upon request. At the time of order, we submit the HGAC worksheet, our line-item detail quotation and a copy of our client’s purchase order to HGACBuy and they review each line item and the overall order to ensure contract compliance.

The following products and services are available from Russ Bassett on HGACBuy Contract EC07-20:

<u>Product Line</u>	<u>Discount</u>
Flex Consoles - Refer to Pricelist/Catalog v 2021-08-11	42.5% Off of List Price
Define Consoles - Refer to Pricelist/Catalog v 2021-08-06	42.5% Off of List Price
Define Storage - Refer to Pricelist/Catalog v 2021-08-06	42.5% Off of List Price
Define Tables - Refer to Pricelist/Catalog v 2021-08-05	42.5% Off of List Price
Accessories - Refer to Pricelist/Catalog v 2021-08-11	42.5% Off of List Price
Freight Services	Quoted by Project
Installation Services	Quoted by Project

To access the full contract details and line items, please visit: [HGAC - Russ Bassett](#)

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Russ Bassett Public Safety Customers who have used the HGACBuy 9-1-1 Products & Services Contract for their project procurement include:

- Blue Earth County 911 (MN) – 6 Positions, Modernization, 2020
- Brown County Sheriff's Office (SD) – 6 Positions, Modernization, 2020 and 2021
- Carver County Sheriff's Office (MN) – 8 Positions, Modernization, 2021
- Dallas Fire Rescue Department (TX) – 12 Positions, Modernization, 2017
- Dallas Police Department (TX) – 58 Positions, Modernization, 2017
- Denver 911 (CO) – 55 Positions, New Facility, 2018
- Dickinson County Sheriff's Office (IA) – 4 Positions, Modernization, 2021
- Ennis Police Department (TX) – 4 Positions, New Facility, 2020
- Peoria Police Department (AZ) – 14 Positions, Modernization, 2020
- Sand Springs Police Department (OK) – 3 Positions, New Building, 2019
- South Sound 911 (WA) – 85 Positions, New Facility, 2021
- Yankton Police Department (SD) – 3 Positions, Modernization, 2020
- North County Dispatch Joint Powers Authority, Rancho Santa Fe (CA) - 9 Position Modernization 2020
- LA CLEAR, City of Monrovia (CA) - 17 Position Modernization 2020
- Clovis Police Department, Clovis (CA) - 10 Position Modernization 2021
- Chino Police Department, Chino (CA) - 2 Position RTCC Modernization 2022

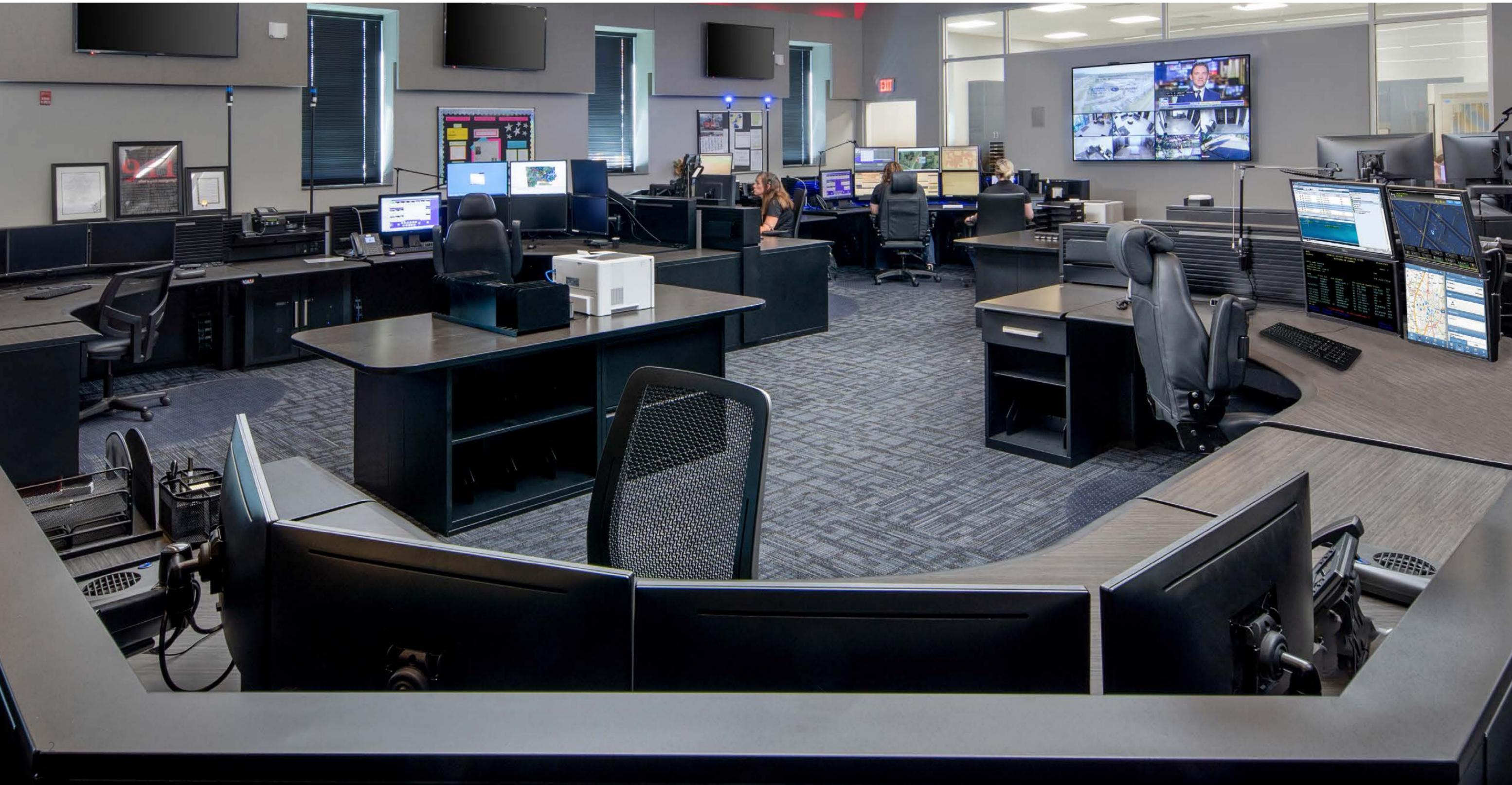
# FlexConsoles



## THE FLEX ADVANTAGE

Console furniture designed to directly support your team's communication, health and engagement goals.

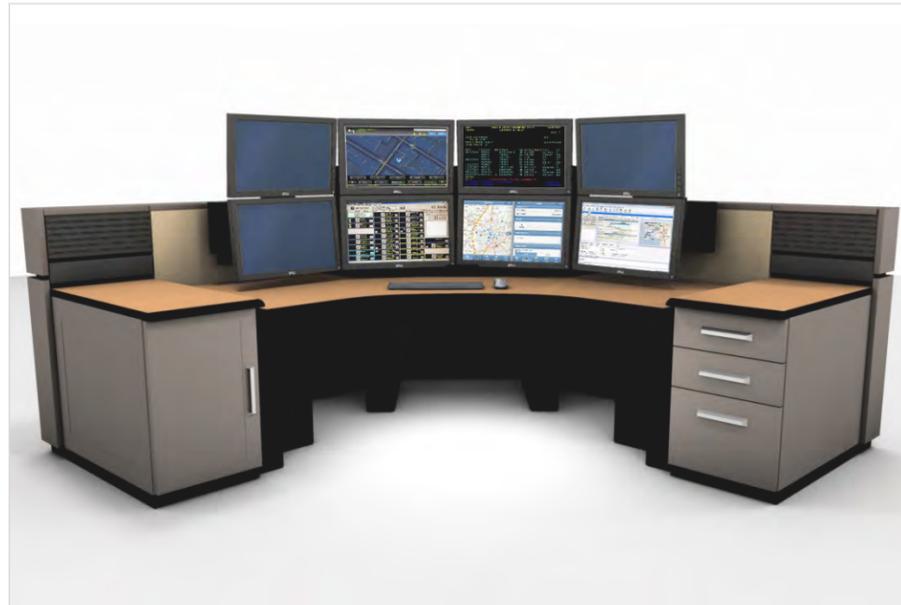
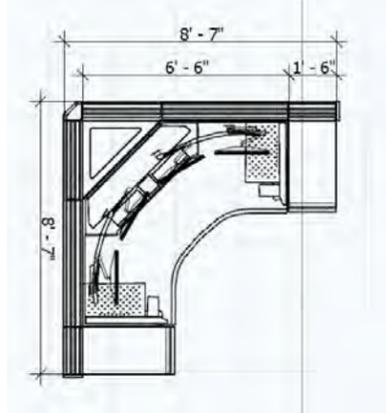
Choose from a variety of shapes and sizes to create a workplace that meets your operator and technology needs, today and tomorrow.



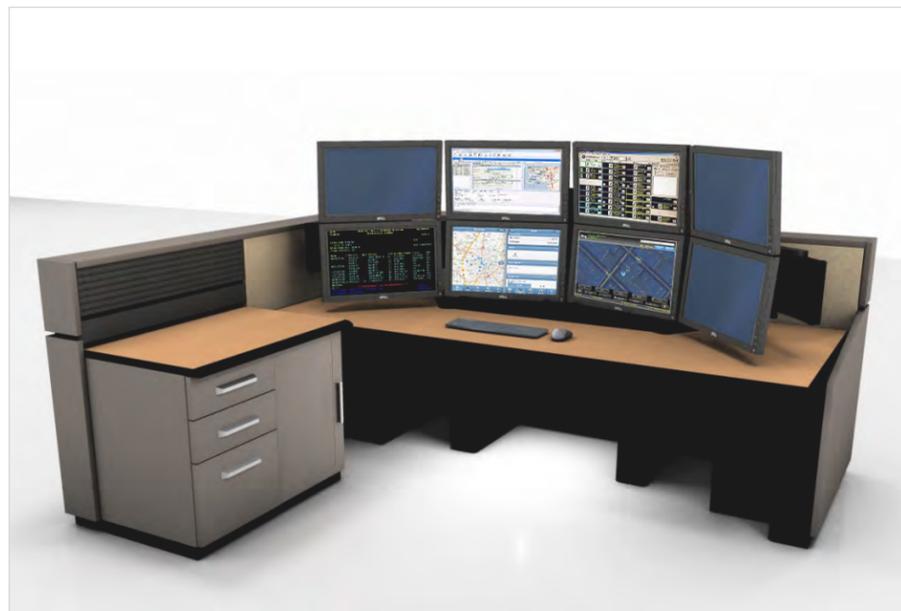
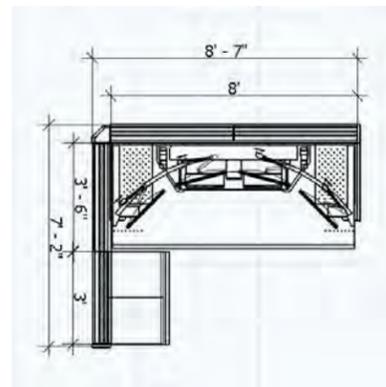
## GIVING YOU THE FREEDOM TO CHOOSE

Both corner and linear consoles consume a similar footprint which gives you the freedom to choose the style that is right for your team.

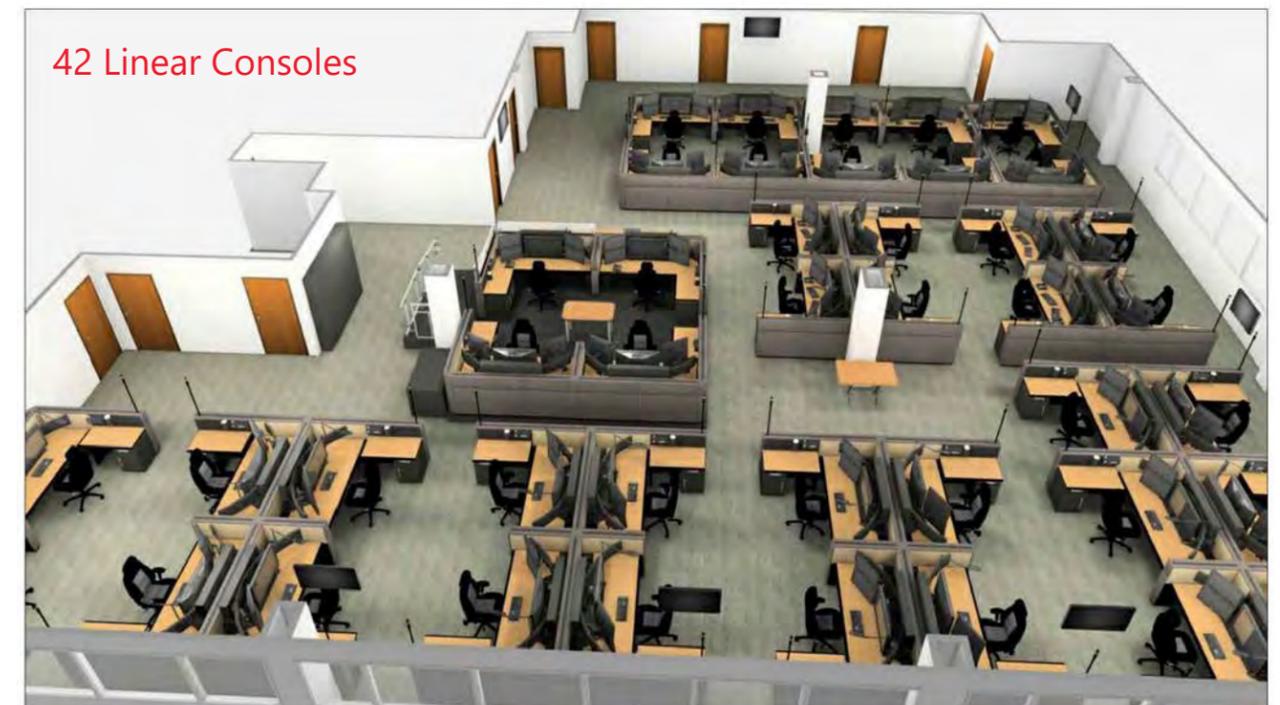
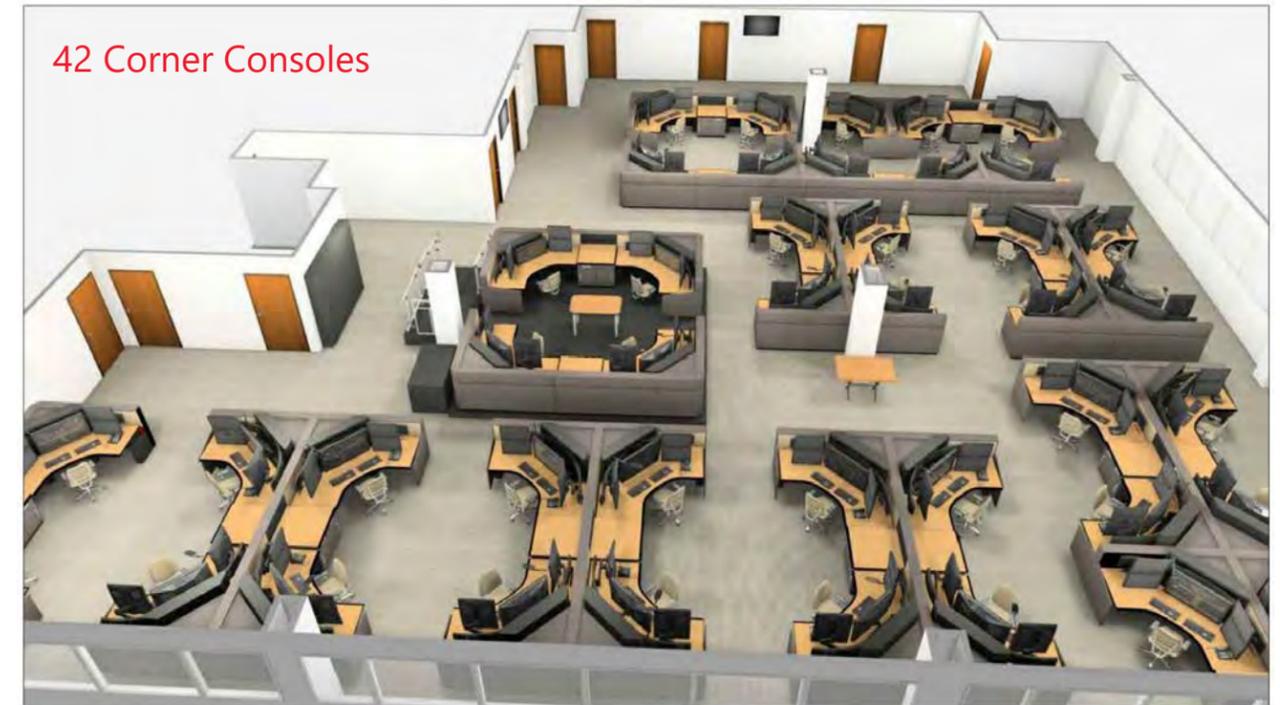
### 90° Corner Console



### Linear Console



This side-by-side comparison shows 42 corner consoles and 42 linear consoles planned into the same space.

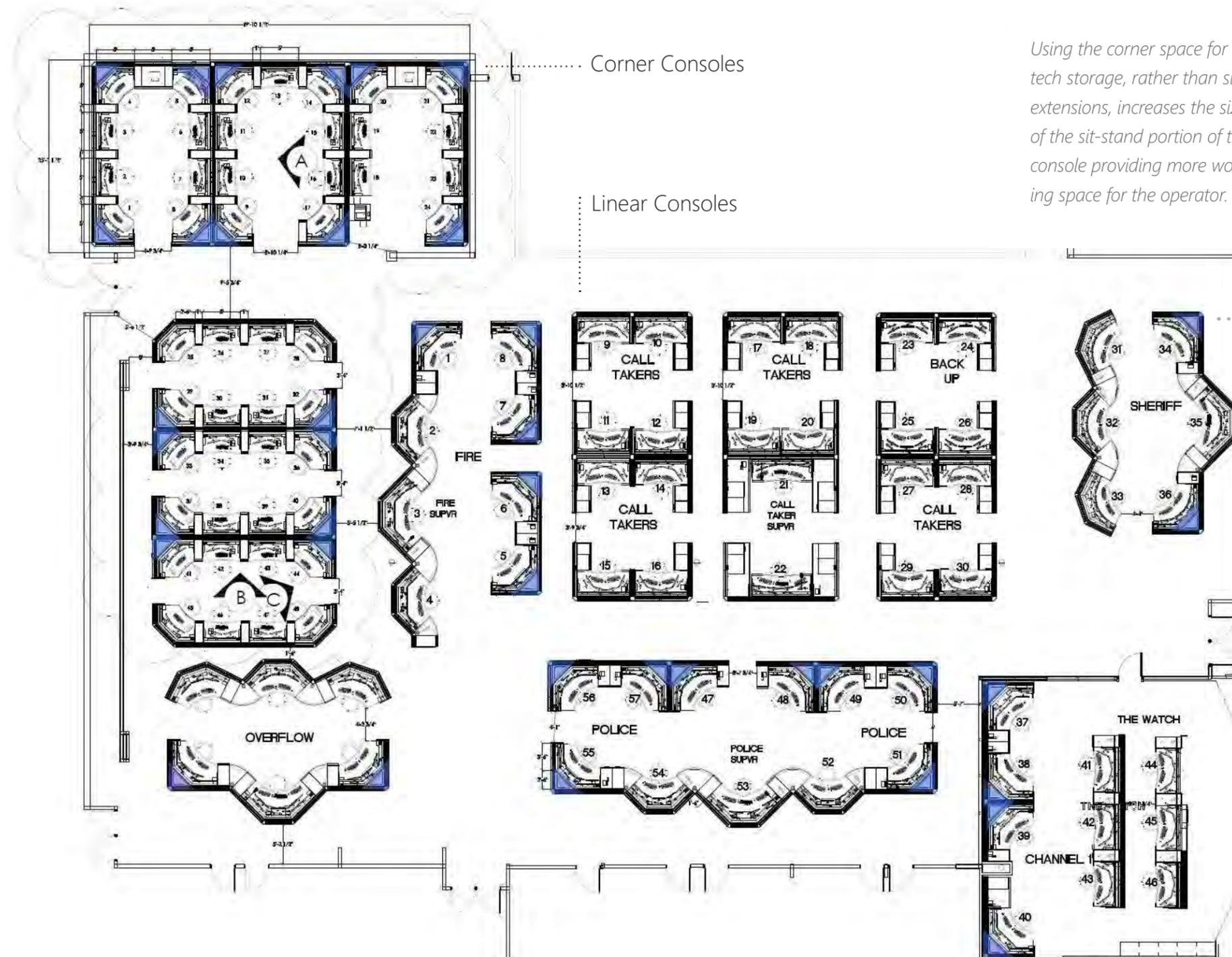


## MAXIMIZING SPACE AND WORK FLOW

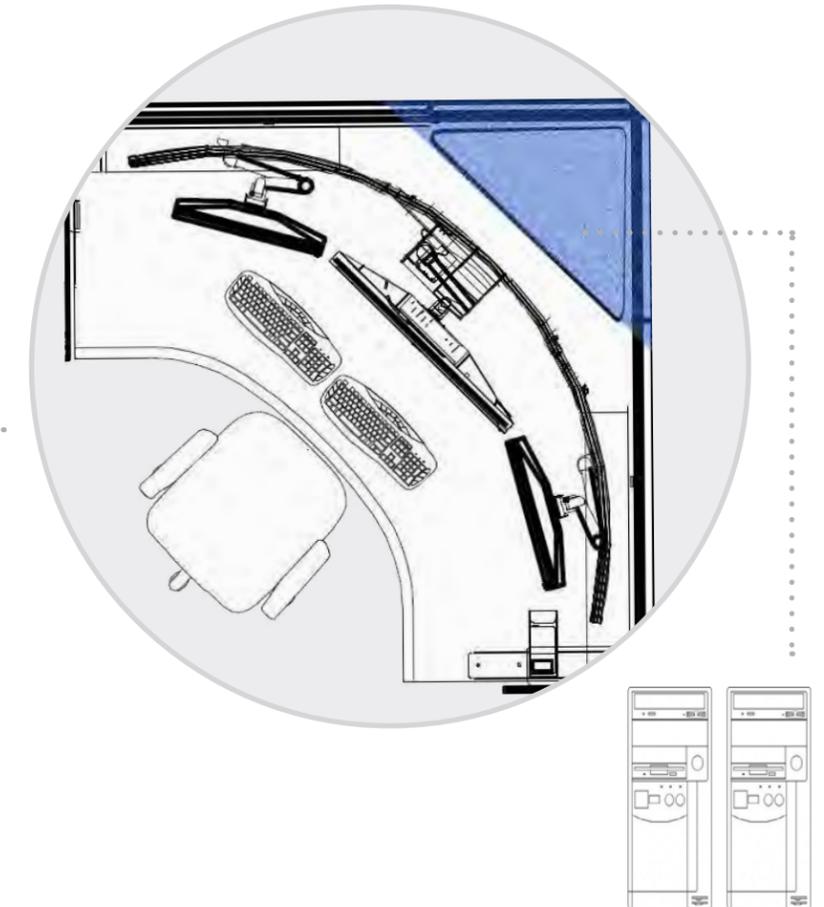
For agencies with unique room architecture or dedicated response teams, consider planning with corner and linear consoles to improve use of space, traffic and communication flow.

## ZERO WASTE!

Russ Bassett 90° corner consoles make use of the back corner for technology and equipment storage. Zero wasted space means teams can choose a corner console and know they are getting a workstation that is comfortable and space efficient.



Using the corner space for tech storage, rather than side extensions, increases the size of the sit-stand portion of the console providing more working space for the operator.



This consolidated agency selected a blend of console shapes and sizes to best support workflow and the varied technology requirements including the number of monitors and equipment storage.

## SINGLE SURFACE, DUAL LIFT

Heavy duty lifting columns support a height adjustable surface. A second set of lifting columns support a height adjustable monitor array.

### Single Surface



An expansive work zone helps operators stay organized and provides plenty of room for side-by-side training.

### Ergonomic Benefits of Single Surface, Dual Lift



#### Height Adjustment

Promote musculo-skeletal health by accommodating the 95% male, the 5% female and everyone in between.

Adjusting the worksurface and monitor simultaneously or independently delivers ergonomic comfort and ease of use for the tallest or most petite team members.

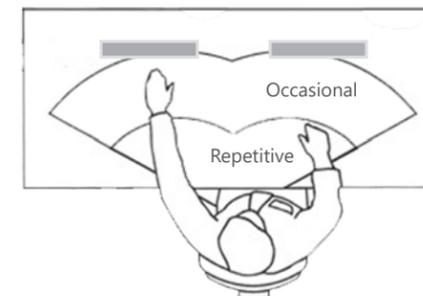
### Dual Lift



- 12" Monitor Height Adjustment
- 48.7" Standing Surface Height
- 26" Sit to Stand Range
- 22.6" Seated Surface Height

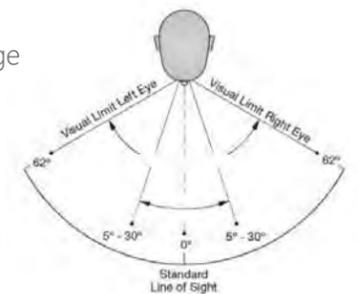
#### Reach Zones

To mitigate repetitive twisting and stretching, user controls are located within the dispatcher's primary reach zone.



#### Monitor Viewing

The curved Slatwall Monitor Array's range of height and focal depth adjustment promotes healthy viewing distance and angle, reducing eye strain and neck tension.



# USER INTERFACE

Whether your team prefers cockpit-style positioning or a more linear approach to the work surface, Flex has you covered.

## Corner

The single wrap-around surface is flanked by technology and/or personal storage.



..... SHARED FEATURES .....

Monitor Array with 12" Monitor Height Adjustment

Expansive Single Surface with 26" Sit to Stand Adjustment Range

Unencumbered Knee Space

.....

Both console styles share a set of features that help operators remain comfortable and attentive.

## Linear

A linear work zone allows operators to spread out and makes side-by-side training more comfortable.



.....

The Endure comfort edge is directly molded to the substrate for a watertight seal and ultimate durability - no marring, no curling, no peeling.

Add optional Personal or Technical Storage Returns

..... SHARED FEATURES .....

## Customizable Dashboard

Located within easy reach, your console Dashboard comes with surface height and monitor height adjustment controls. You may add up to six additional cartridges.

Accessory Options:

- Dimmable Task Light
- Quick-Connect USB Ports
- Personal Comfort System Controls
- Convenience Power
- Situational Awareness Alert
- Ambient Lighting Dimmer



## Universal Personal Comfort System

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension and boost focus.



The Personal Comfort System includes two (2) under-surface, tilting heaters and two (2) freestanding desktop fans with centralized Dashboard controls. All appliances are energy efficient and ultra-quiet.

# TECHNOLOGY INTEGRATION

Flex's tech integration foundation is the 7" deep, steel Technology Wall. The structure encircles the console and holds critical equipment.

## Equipment Storage

The Technology Wall, including the rear corner on 90° consoles, has ample capacity for mid-sized towers and equipment.



Optional cabinets placed alongside the console expand equipment capacity.

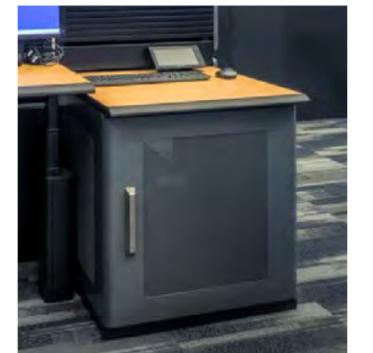
## Power, Data and Grounding

Power, data and grounding terminate within the Technology Wall.



## Additional Storage

All technology cabinets are passively cooled by design. Rear cable pass-through opens to the adjacent Technology Wall. Optional pull out shelf eases access to the back of PCs and equipment.



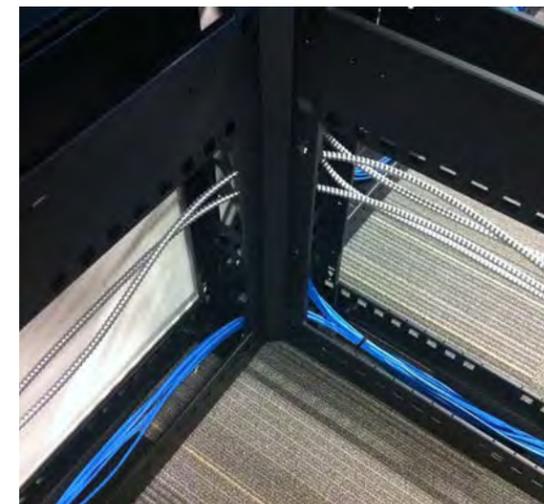
## Rack Mounting

The Technology Wall and ancillary technology storage cabinets are rack mount ready.



## Wire Management

High capacity cable chases and energy chains keep power and data cords protected from crowding and disconnection.

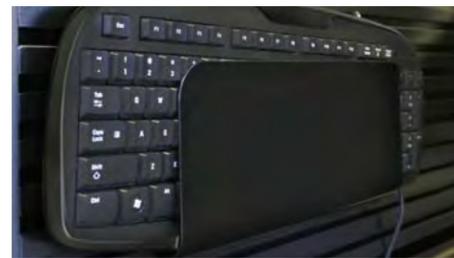
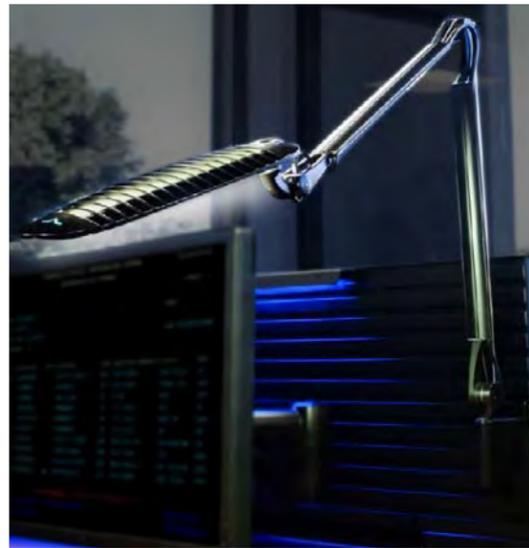


# ACCESSORIES, LIGHTING & RECOGNITION

Mission critical teams are most efficient when console workspaces are comfortable and organized.

## User Amenities

Pictured clockwise are the slatwall mounted Task Light, Sanitation Station, Keyboard Taco (other Slatwall Tools available), and Situational Awareness Light with Position Sign.



## Tech Integration

Simplify installation with the Situational Awareness Light Connection Kit, Data Termination Bracket, Micro PC Mounting Bracket, and Technology Wall PC Tray.



## Custom Solutions

Transaction counters and other unique solutions ease work flow and help teams stay connected.



## Ambient Lighting

Adjustable ambient lighting, above and below the console surface, complements conventional lighting with a calming blue tone. Blue LED lighting reduces monitor glare in ultra-bright and low light areas.



## Etched Glazing

Up-lit etched glass boosts agency pride and reinforces your agency's mission.



## Logo Panels

Logo panels add full-color badging for teams seeking additional way-finding and agency recognition.



# New and Improved Adjustable Monitor Array Sit-Stand Consoles

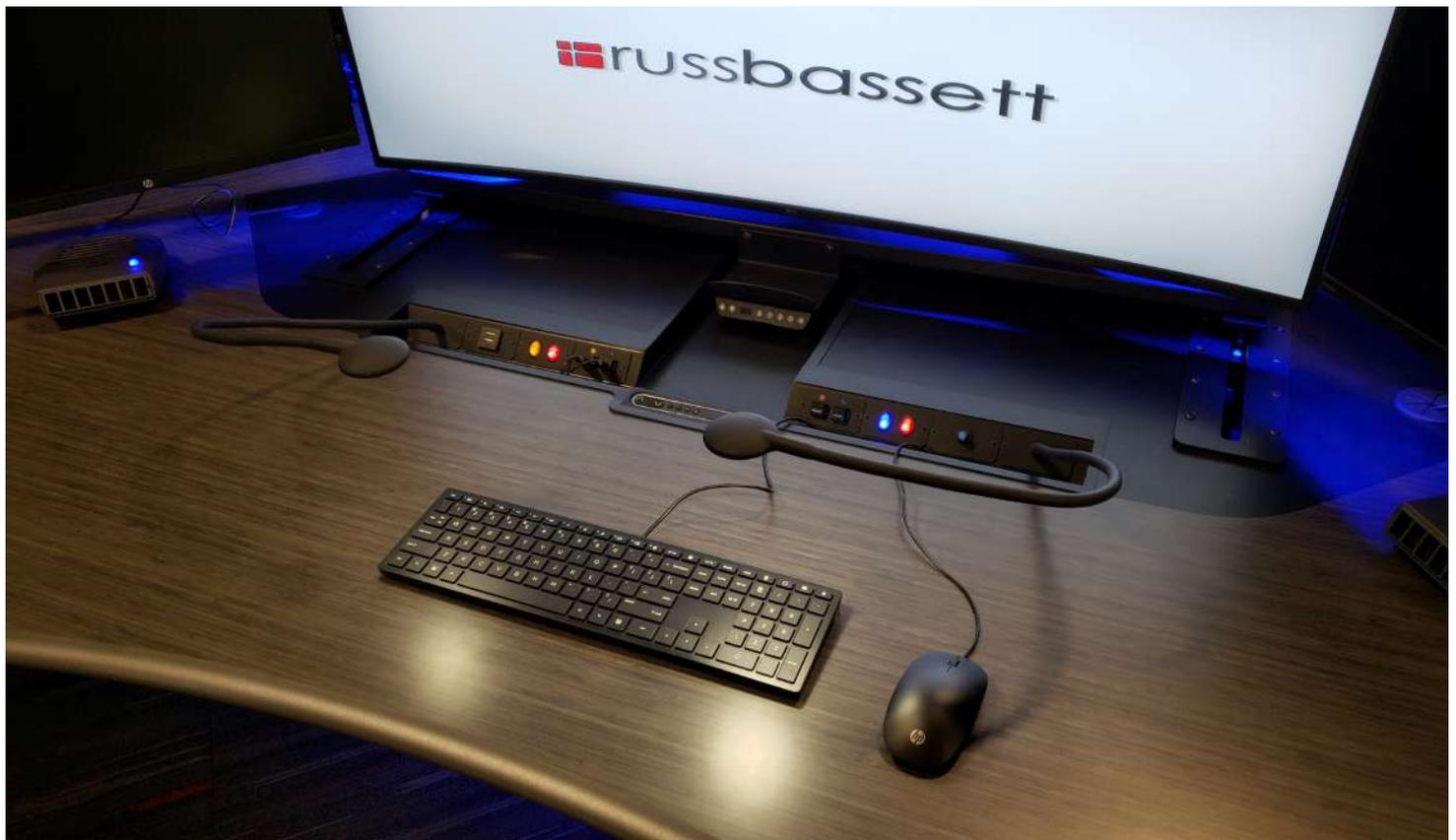
Dear Valued and Prospective Russ Bassett Customers,

Like automotive manufacturing, console furniture design regularly evolves around new technology, innovation, and customer feedback.

We are excited to introduce the new and improved, 2022/23 model year adjustable monitor array sit-stand to our already market leading Flex and Define Console product platforms!

The new adjustable array sit-stand console model features a Sub-Flush Dashboard to allow the bottom bezel of the monitors to get even lower, extra Dashboard Cartridge bays for added convenience and control functionalities, compressed monitor array envelope enhancing ergonomic focal depth adjustment, an upgraded array height controller, a removable rear monitor array shroud, and additional anti-collision technology.





## Here is a little more information on each enhancement:

### ✓ SUB-FLUSH DASHBOARD

The dashboard has been recessed into the work surface for a cleaner look and to allow monitors to get even lower. Monitors can now skim just above the work surface, provided the Personal Comfort System fans are moved out of the way. Our previous model was already supportive of a neutral-to-downward gaze, but for those customers who have stacked monitor applications and are coming from a “split-surface”, allowing the monitors to get closer to the large single piece work surface reduces the challenge of the change for the team.

### ✓ EXTRA DASHBOARD BAYS

The Dashboard has been redesigned to utilize a new Faceplate design, which is smaller than the old spring cartridges. Combined with moving the desktop controller to the center, this change now gives the customer eight (8) configurable bays rather than six (6). This means there are more configuration options and removes the challenge of running out of ports for control functions when you want to do it all (manual situational awareness light switches, gooseneck lights, USB ports, convenience power, ambient lighting dimmer).

## ✓ COMPRESSED ARRAY DEPTH

This new array design requires a shallower structure behind it, which has allowed us to push the array about 4" further back relative to the front of the work surface. This change has multiple advantages including more available monitor fit width, the capability to get the monitors further away, which is particularly helpful when larger screens are used and also that the Dashboard is always exposed even at full forward array position.

## ✓ ARRAY CONTROLLER UPGRADE

The new array lift system includes a nice height control that is located at the same point as the focal depth handle and now includes a digital display reading the array height in inches (0 to 11), height memory presets and can display error codes in the unlikely situation your monitor array requires service.

## ✓ REMOVABLE REAR SHROUD

To enhance users' line of sight to video walls and out from Supervisory positions, we have changed the monitor array structure in a way that makes the rear shroud purely cosmetic. Still desirable in open plan environments, when and where appropriate, it can be removed!

## ✓ NEW COLLISION DETECTION TECHNOLOGY

Last but not least, we have integrated a new collision detection technology into the 2022/23 Array Console that provides an additional level of protection if a collision should happen outside the area of the currently deployed lap bar. This new system utilizes gyro, accelerometer and vibration detection sensors to provide additional protection and will be used in conjunction with the lap bar. We are the only manufacturer on the market with redundant collision detection systems.

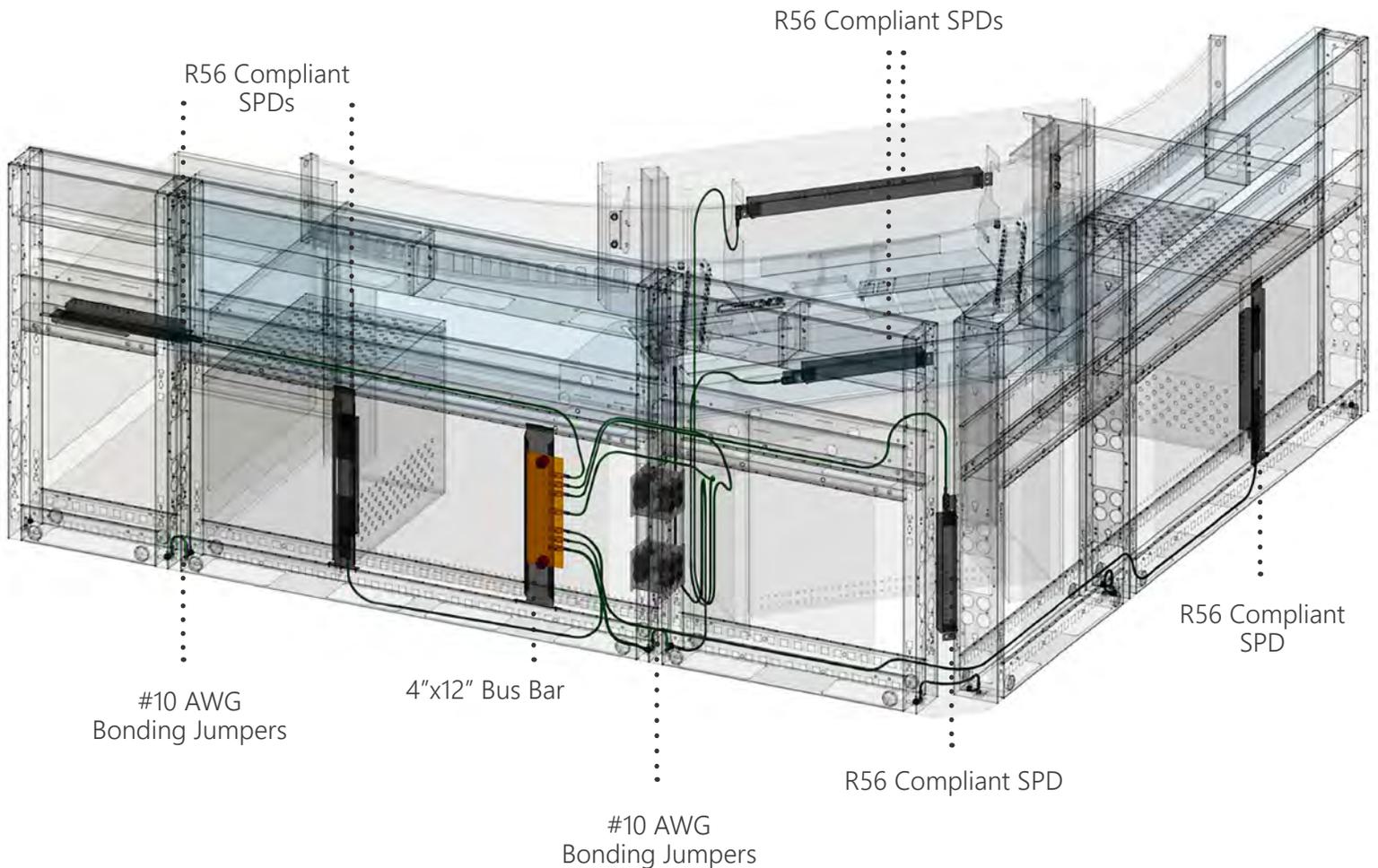
# R56 BONDING AND SPD KITS

## Grounding

### R56 COMPLIANCE 101

Developed and maintained by Motorola Solutions, R56 takes into account fire, electrical codes, tower grounding and construction codes, and industry codes to ensure fire protection, operator safety and equipment protection through proper installation, grounding, bonding, and surge protection. It is considered the industry standard for correct bonding, grounding, surge protection and installation practices for radio towers and control rooms.

Russ Bassett has collaborated closely with co-authors of the R56 standard to develop a range of R56 compliant bonding, grounding and surge protection systems to fit your needs and budget.



## GET TO KNOW THE R56 COMPONENTS

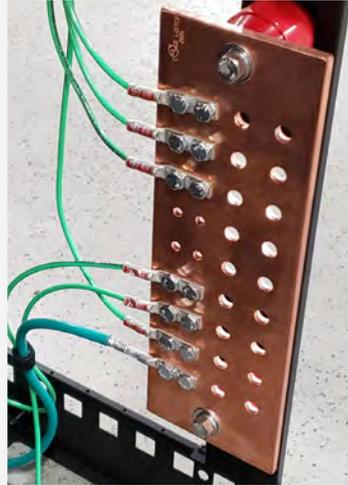
### Surge Protection Device SPD

Metal Housing, External Double-Lug Bonding Connection Site, #10 AWG Double-Lug Bonding Wire, Covered Switch



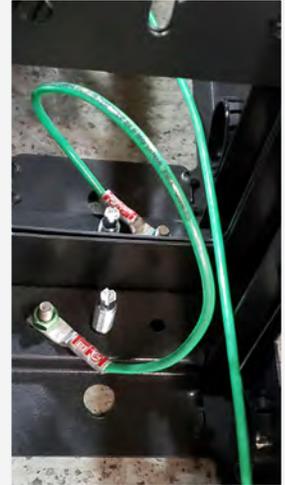
### Bus Bar

4" x 12", 1/4" Thick Copper, 1/4" Holes, 3/4" O/C and 3/8" Holes, 1" O/C, #10 AWG Double-Lug Bonding Wire to Frame



### Bonding Jumpers

Frame to Frame Bonding, Frame to Sit-Stand Bonding



## AVAILABLE R56 KITS

### KIT #1: FULL R56 COMPLIANCE

The Full R56 Compliance Kit includes one (1) R56 compliant 14-outlet SPD, one (1) R56 compliant 6-outlet SPD, one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console.

### KIT #2: R56 CONSOLE AND EQUIPMENT BONDING

For customers who need to bond their equipment and console, but do not need R56 compliant SPDs, this kit delivers one (1) 4" x 12" Bus Bar, and all required #10 AWG Bonding Jumpers for the console. *NOTE: For customers using a rack-mounted PDU located within the console frame, extra-long monitor power cables will be required.*

### KIT #3: R56 CONSOLE BONDING

#10 AWG Bonding Jumpers provide R56 compliant bonding of the console for customers that do not need equipment bonding or R56 compliant SPDs.

### Add-On: R56 Compliant SPDs

Available separately, specify additional SPDs for peripheral technology storage areas.

*NOTE: All console-integrated bonding connections are installed by our certified installers, up to and including the Bus Bar, creating a "bonded console." After console installation, a certified electrician must connect the Console Bus Bar to the Sub-Bus for the control room with #2 AWG wire, or larger conductor, to "ground" the console.*

# OPERATOR COMFORT & FOCUS

## Personal Comfort System



# COMPLETE COMFORT WITHIN REACH

Cooling and heating at the console allows operators to achieve personalized comfort throughout their shift, helping reduce tension, increase energy, and boost focus.



## Personal Comfort System (PCS)

- 2 movable desktop fans
- 2 directionally adjustable heaters, mounted below the surface
- LED-lit control switch



Fans have directional airflow adjustment.



Each heater pivots up and down to focus heat toward the lap and toward the feet.



Operators control the PCS with a single-touch switch.

## ADDITIONAL FEATURES

Energy-efficient and ultra-quiet  
Simple, intuitive controls  
Directionally adjustable forced air heaters  
Movable desktop fans  
Occupancy sensor  
Compatible with all Russ Bassett consoles

## SPECIFICATIONS

Cooling Fan	400 fpm
Forced Air Heat	200/400W
Maximum Current Draw	4.0 Amps
Voltage	120 Volts
Controls	LED Switches
Warranty	3 Years

OPERATOR COMFORT & FOCUS  
Gooseneck Task Light



# LIGHTING WHERE YOU NEED IT

The Russ Bassett Gooseneck LED Task Light is moveable and fully dimmable. It's positioned below the monitors to reduce screen glare and it provides a natural, even light that is ideal for calming eye strain in monitor intensive environments.



## Gooseneck LED Task Light

- Located at the dash, consoles can be specified with one or more Task Light Dash Plates.
- The Touch Dimmer is on the lamp head for easy reach and allows the user to adjust lighting for optimal comfort in full-light environments and in lower-light applications.



Shielded lamp prevents screen glare.



Touch Dimmer on the lamp head provides easy-reach control.

## FEATURES

Energy-efficient LED  
Simple, intuitive control  
Light pivots 180° up, down and side-to-side  
Bulb hood provides additional control of light flood direction  
Compatible with all Russ Bassett Array consoles  
Certified to meet FCC CFR Title 47 Part 15 Class B

## SPECIFICATIONS

Power	150mA @ 12 Volts 38
Light Output	lumens
Color Temperature	4000K
Color Rendering Index	85CRI
LED Life Span	60,000 hours
Gooseneck Finish	Silicone rubber wrapped
Gooseneck Length	24"

OPERATOR COMFORT & FOCUS  
Ambient Lighting



# AMBIENT LIGHTING

Ambient lighting relieves eye strain and increases monitor image clarity for operators who spend extended hours in monitor intensive environments.



- Above the surface, ambient lighting softens glare in both bright and dimly lit rooms.
- Below the surface, ambient lighting provides both glare reduction and work light in the foot well, guarding against trip hazards and entanglement.
- A desktop dashboard dimmer, shown right, allows operators to dial in their preferred lighting settings and make adjustments throughout their shift. Dimmer also available to mount on a fixed slatwall return.



## SPECIFICATIONS

Energy-efficient blue LEDs.  
Light position shields operator's eyes from glare.  
Soldered leads are protected with heat-shrink wrap for durability and lasting performance.

Lengths are specified to fit the console width.  
Above-surface and foot-well lighting ordered separately.  
Plug-and-play 12 volt power supply ordered separately.  
Optional dimmer switch also available.

COMMUNICATION

# Situational Awareness Light



## SITUATIONAL AWARENESS LIGHTS

The LED Tower Light allows multiple situations to be displayed simultaneously, signaling when an operator is available, on a call, in need of critical assistance and more.



- Lenses are visible from any direction and distance and multiple colors can light at the same time to indicate several equally relevant conditions.
- Mounting on an extension slatwall or a Flex top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array if preferred. Multiple pole lengths are available to dial in the desired height.
- Tower fixtures are pre-wired for five colors (red, amber, blue, green, white). To add an additional color in the future, simply connect the corresponding wire to activate that color.

The LED Dome light allows up to four colors (red, amber, green, blue) and up to two situations to be displayed simultaneously with a single lens.



- Lenses are visible from any direction and distance and up to two colors can light at the same time to indicate simultaneous relevant conditions.
- Mounting on an extension or a Flex top cap maintains a consistent height regardless of varying console positions. You can also mount to the Slatwall Monitor Array if preferred. Multiple pole lengths are available to dial in the desired height.
- Dome lights are pre-wired for four colors (red, amber, green, blue). To add an additional color in the future, simply connect the corresponding wire to activate that color.

## SITUATIONAL AWARENESS LIGHT ACCESSORIES

Maximize your Situational Awareness Light benefits with these optional accessories.



### SIGN HOLDER

Metal-framed sign holder, with easy to remove diffusers on both sides, create instant recognition at a distance.



### SUPERVISOR ALERT

Add a Supervisor Alert Switch at each position for immediate and unmistakable critical assistance requests. The back-lit toggle is available in multiple colors and sits within easy reach of the operator.



### CONNECTION KIT

The Status Light Connection Kit powers your Status Light and makes wiring and switching easy.

AGENCY PRIDE & RECOGNITION

# Edge Lit Glazing



## EDGE LIT GLAZING

Up-lit etched glazing on privacy glass provides agency recognition for visitors and reinforces your agency's mission. Declare your team's pride with your agency's name, motto or emblem on blue-lit glazed glass.



### Edge-Lit Glazing Glass Panel Logo Kit

- Glass partition
- Art prep and etching
- Blue LED light strip
- Power supply
- Installation



## SPECIFICATIONS

Edge Lit Glazing available on privacy glass partitions.

Glass with lighting length is specified to fit the console.

Blue LED lights nest below the glass partitions.

Custom glazing pattern created from your agency's badge, logo or motto.

110/12V power included.

Installation included.

# Define Storage Solutions



# A smarter way to use space

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Optimize your communications center's floor space with flexible, multifunctional storage solutions from Russ Bassett. Available in multiple sizes, configurations and finishes to suit any type of general or personal storage requirement.



Multi-level lateral file drawer storage cabinets



Muti-level open shelving cabinets



Combination door and drawer cabinets



Multi-width storage credenzas



Combine multiple size and type storage cabinets into a multi-purpose work area

# A place for everything

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- Options for wardrobes, cubbies, lockers, storage units and drawers
- Multiple configurations and styles
- Make efficient use of space with general shared storage cabinets in centralized areas

# Cubbies, credenzas, lockers, work islands

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Use Russ Bassett storage solutions to create organized storage spaces for everything in your communications center. We offer thoughtfully designed storage cubbies, lockers, cabinets and work islands that suit all your storage requirements.



- Create an ideal landing spot for shared resources
- Easily configure your workspace with storage cabinets in multiple styles and finishes
- Combine configurations and styles to create a multifunctional work island that meets all your team's needs



Multipurpose work island



**Sheriff David P. Decatur, Jr.**  
**Stafford County Sheriff's Office**  
A State Accredited Law Enforcement Agency



July 20, 2023

Russ Bassett Corporation,

On behalf of the Stafford County Sheriff's Office 911 Center we would like to thank you for the beautiful 21 position center. We began meeting with your staff back in January 2022 on plans to modernize and update our centers furniture. Through the course of planning and scheduling our Project Manager left your corporation. Executive Vice President Peter Fink partnered with Senior Project Manager Van Holster to step in and take over the project. We encountered some small setbacks but both Peter and Van took them on without hesitation to ensure our goals were met and made us happy customers.

As the project progressed Russ Bassett sent Phoenix Installations to remove and install the furniture. Kevin, Dawn and all of their staff were pleasant to work with and went above and beyond each day to ensure our needs were met. Their passion carried over into the quality of workmanship they provided for us. They were enjoyable and professional to have in our center.

Their combined knowledge and experience of your employees contributed significantly to creating an incredible 21 position center not only to support our citizens but most importantly our staff.

Thank you for your excellent communication and support during our project. We appreciate all your organizations attention to detail from design through install and especially Peter and Van for taking on a project mid-stream. We look forward to working with Russ Bassett in the future for our training room needs. Thank you!

Sincerely,

Lt. Brian Jacobs

1225 Courthouse Road  
Stafford, VA 22554

Mailing Address: P.O. Box 189  
Stafford, VA 22555-0189

Office: (540) 658-4450  
Fax: (540) 658-8570

[www.co.stafford.va.us/sheriff](http://www.co.stafford.va.us/sheriff)



# CITY OF LA VERNE POLICE DEPARTMENT

2061 Third Street, La Verne, California 91750

[www.lvpd.org](http://www.lvpd.org)

Ava Rabago  
Russ Bassett Corporation  
8189 Byron Road  
Whittier, CA 90606

Dear Ava,

I wanted to reach out and say a big THANK YOU to you and your team for the work on the remodel of our Communications Center. From the many conversations that you and I had, both at the California CLETS Users Group meetings and CalNENA, to the numerous emails back and forth, it was a huge pleasure to work with you. Our center has a very small footprint to work with and you were able to take our setup and transform it into a more open and inclusive space. When we let you know that the estimates presented were outside of our price range, you worked with us to meet our budget while still allowing us to put together a high-quality center. Throughout the planning, scheduling and remodel process, I knew I could always call you with any questions or concerns that came up. Your institutional knowledge, not only of the product, but of the law enforcement industry proved invaluable. Once the installation was complete, your team did not disappear and leave us on our own. Any issues that have come up have been addressed in a timely manner, never leaving us feeling that once the invoice was paid, we were forgotten.

Any agency that may be considering Russ Bassett for their furniture needs can rest assured that not only will they be getting a quality product but also that it will be backed by a quality company.

Respectfully,

Rebekah Biedermann  
Communications Supervisor

Jason Prows  
Administrative Lieutenant

SISTER CITIES

Acambam, Mexico  
Enghizadun, Armenia  
Skopelos, Greece



## Los Angeles Regional Criminal Information Clearinghouse

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Peter Fink, President  
Russ Bassett Corporation  
8189 Bryon Road  
Whittier, California 90606

October 30, 2020

Dear Mr. Fink,

Beginning in late 2018, the Los Angeles Regional Criminal Information Clearinghouse (LA CLEAR) began to explore the possibilities of upgrading and redesigning our Watch Center. The LA CLEAR Watch Center is a 24/7 deconfliction unit within the Los Angeles High Intensity Drug Trafficking Area (LA HIDTA) servicing all local, state, and federal law enforcement agencies in Los Angeles, Orange, San Bernardino and Riverside Counties. Our crime analysts were using furniture that was more than 20 years old and, as the busiest Watch Center in the United States, it was time for an upgrade. I reached out to Russ Bassett along with other companies who manufacture 24/7 sit-stand work consoles to begin our selection process. During the process, your staff invited me and a team of Watch Center employees to visit your showroom for a presentation and a tour of your factory. From the beginning, your staff was kind and professional, the furniture showroom was impressive, and the factory was amazing to see in operation. Additionally, we had the opportunity to speak with and tour several law enforcement agencies in Southern California who were using your furniture; all of whom had nothing but great things to say about the consoles and your company. We selected Russ Bassett and our LA CLEAR analysts put together a design and created a wish list of accessories.

Finally, in early 2020 we began to remodel our Watch Center and we placed our order. Throughout multiple construction postponements and Covid-19, your company accommodated our change orders, our delayed installation dates and even stored our furniture for us. Once the installation began, I found your installation team to be very skilled and proficient, finishing the job ahead of schedule.

I cannot thank Ava and Van enough for their professionalism and excellent customer service. Also, it was a pleasure to meet with you and to give you a tour of our facility after our 19 consoles were installed. Our analysts love their new workstations and you were right, the heaters are by far the most popular accessory that we added!

It is my pleasure to recommend Russ Bassett, its employees, and their products to anyone who is considering purchasing 24/7 sit-stand work consoles. We couldn't be any happier with the furniture. Please feel free to contact me should you have any questions.

Best regards,

Brian Rose, Executive Director  
Special Agent in Charge  
Los Angeles Regional Criminal Information Clearinghouse.

February 11, 2022

Peter Fink-Executive Vice President  
Russ Bassett Corporation  
8189 Bryon Road  
Whittier, CA 90606

RE: Russ Bassett PSAP Floor Design and Consoles

Dear Mr. Fink,

On behalf of South Sound 911 Communications Center, I want to recognize Russ Bassett who has been of primary support for the development and build out of our Communication Floor and furniture for our new Public Safety Communications Center. This \$59 million dollar critical infrastructure project houses and provides for emergency and public safety communications for both police and fire operations for Pierce County, Washington.

Matt Gawin and the entire Russ Bassett staff provided significant input and assistance in the overall design and development related to the Communication Center floor. In addition, their production and installation schedules were completed as established, providing us with exceptional furniture of the highest quality. This along with the completed on site work by their staff, made this Communications Center floor a showpiece of the new facility.

Russ Bassett has performed superbly on our project and has been a joy to work with. They brought knowledge, experience, integrity and a proven record of accomplishment to our project. Their assistance assured we achieved our goals related to the project from both a budget and functionality perspective. They contributed significantly to creating a state of the art PSAP that will support the citizens and public safety community for years to come.

It has been a pleasure to work with Matt and the Russ Bassett team, their participation has contributed to our projects amazing outcome. I cannot thank them enough for all their help and support during our project. I highly recommend them for any future design and development related to Communications Centers or Public Safety Buildings.

Sincerely,



Mark Mears  
Deputy Director of Operations  
South Sound 911

PRODUCT PROTECTION  
10 YEAR EVERYTHING WARRANTY



# 10 YEAR EVERYTHING WARRANTY

Simple, Honest, Robust.

Russ Bassett warrants, to the original Buyer, that all products will be free from defects in material and workmanship for 10 full years.

 ***What's covered?***  
**Everything.**

 ***What's included?***  
**Parts, Shipping and Labor.**

## MISSION CRITICAL SERVICE AND SUPPORT

In mission critical, 24/7/365 environments, quickly resolving a product issue is of top priority for both the Buyer and Russ Bassett.

Prompt execution of this warranty requires cooperation. With guidance from Russ Bassett, Buyer agrees to perform basic troubleshooting tasks to determine the nature of the defect and to self-correct before on-site assistance can be provided.

For simple replacements, the part will be quickly shipped directly to Buyer. If the problem requires on-site assistance, Russ Bassett will come out during normal work hours to resolve the issue. If the defect is found to have resulted from circumstances outside of the warranty coverage, and/or Buyer imposes conditions or restrictions that increases the service cost, Buyer agrees to reimburse Russ Bassett for any resulting additional expense. Buyer also agrees to properly dispose of the old parts and packing material.

The few circumstances where this warranty against defects would not apply include normal wear and tear, damage, misuse, modifications, consumable items or product shipped outside the U.S.

Repairs, substitute products or replacements, of equal or higher value, used to resolve a warranty claim will in no way extend the applicable warranty period applied to the original product. Product repair or replacement is Buyer's exclusive remedy for all product defects covered under this non-transferable warranty. Russ Bassett makes no other express or implied warranties to any product except as stated above and makes no warranty of Russ Bassett product fitness except for use as standard console furniture.

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Contract - Russ Bassett Corp. - Public Services - ID: 10850

## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Russ Bassett Corp., hereinafter referred to as the Contractor, having its principal place of business at 8189 Byron Road, Whittier, CA 90606.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

### **ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was**

**considered in a procurement transaction, etc.**

**ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

**ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Aug 01 2023 and ends Jun 30 2025. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

**ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

**ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

**ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

**ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

#### **ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

#### **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

##### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

##### **Price Increases**

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

##### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

### **Requesting Price Increase/Required Documentation**

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Brian Denzel, H-GAC, Public Services Manager at [brian.denzel@h-gac.com](mailto:brian.denzel@h-gac.com).

### **Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

### **ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

### **ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration

of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

**ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

**ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

**ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

**ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

**ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
  
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

**ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to “Rights to Inventions Made Under a Contract or Master Agreement,” If the Federal award meets the definition of “funding Master Agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Master Agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements,” and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107),

which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

**ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

**ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

**ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

#### **ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

#### **ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

#### **ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

#### **ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

#### **ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the

Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

#### **ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

#### **ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

#### **ARTICLE 51: WHOLE MASTER AGREEMENT**

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

#### **ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

#### **ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS**

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of

the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

**Russ Bassett Corp.**

**H-GAC**

Signature  98388468AF554AF...

Signature  82EC270D5D61423...

Name Linn Steinbeck

Name Chuck Wemple

Title President

Title Executive Director

Date 8/21/2023

Date 8/25/2023

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

**Cooperative Agreement - Contract - Russ Bassett Corp. - Public Services - ID: 10850**

## MASTER SPECIAL PROVISIONS

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed.** Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")**

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

**ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

**ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

**ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

#### **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

#### **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

#### **ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

### **ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING**

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

### **ARTICLE 14: INSPECTION/TESTING**

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

### **ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

### **ARTICLE 16: BACKGROUND CHECKS**

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

### **ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION**

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

**ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

**ARTICLE 22: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 23: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

**ARTICLE 26: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

**ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

**ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

# 9-1-1 Equipment & Emergency Notification Software and Services

## Scope of Work

### 2. Scope of Work/Specifications

*This is an indefinite quantity/indefinite delivery offerings contract – The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.*

#### 2.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, distributors, installers and service providers of 911 Equipment & Emergency Notification Software and Services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training and maintenance agreements. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. H-GAC will seek to minimize duplication of awarded technologies and brands, but our goal is to contract for a variety of technologies and solutions, affording our members a broad choice in their 911 / Public Safety Answering Points (PSAP) needs.

#### 2.2. Categories

This Solicitation is divided into four (4) separate but related categories (A-D). Respondent is advised to offer a wide array, or catalog, of products within each category listed below. When submitting a response, Respondent may choose to give a response on any, or all, of the categories. No additional weighted value will be given to a respondent who responds to more than one or all categories listed.

1. **Equipment:** Fixed/portable PSAP workstation/terminal equipment; emergency notification equipment; related hard-wired/wireless telephone equipment; servers, mobile data terminal equipment; controllers, routers, installation of fiber optic cable, etc.
2. **Software:** 911 records management, emergency notification software; Computer-Assisted Dispatch/Mapping (CAD/CAM), in-vehicle/hand-held mapping systems, ePCR (electronic patient care reporting), language interpretation, Automatic Number/Location ID (ANI/ALI), etc. (note: ongoing monitoring fees should be priced as annual or multi-annual fees to accommodate HGAC's one-time fee accrual process).
3. **Furniture:** Consoles, chairs, etc.
4. **Other:** 911 related equipment, systems and services not otherwise specified.

**Attachment A**  
**Russ Bassett Corp.**  
**911 Equipment & Emergency Notification Software and Services**  
**Contract No. EC07-23**

<b>H-GAC Product Code</b>	<b><u>Item Description</u></b>	<b>Discount (%)</b>
C - Furniture	Consoles, chairs, etc. Effective 06/14/2023	42.5%



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 5, 2023

**SUBJECT: AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. TO COMPLETE THE 6<sup>TH</sup> CYCLE UPDATE TO THE HOUSING ELEMENT OF THE GENERAL PLAN**

FISCAL

IMPACT:	EXPENSE:	\$34,900
	STAFF RECOMMENDED CONTINGENCY:	\$5,000
	TOTAL COST:	\$39,900

BUDGET: \$39,900 FROM FY 2023-24 BUDGET (749102-6017)

### **SUMMARY:**

In April 2023, the City approved a Professional Services Agreement (PSA) with Kimley-Horn & Associates, Inc. ("Kimley-Horn") to complete the State mandated 6<sup>th</sup> Cycle update to the Housing Element. The requested action would approve an amended Professional Services Agreement (Amendment No. 1) with Kimley-Horn in the amount of \$39,900.

### **RECOMMENDATION:**

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

1. Approve Amendment No. 1 to the Professional Services Agreement with Kimley-Horn & Associates, Inc. to provide professional services related to completing the State mandated 6<sup>th</sup> Cycle update to the Housing Element for a term ending June 30, 2024; and
2. Authorize the City Administrator and/or his designee to approve contract change orders up to \$5,000; and
3. Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

**1.h.**  
**Dec. 05, 2023**

**STRATEGIC PLAN STATEMENT:**

This Council action is generally related to Goal 3 to promote Community and Economic Development. This action is consistent with and furthers Objective 3.10: Implementation of Housing Element Strategies in that expansion of the City's TOD District is one of the specific objectives of the adopted "Sixth Cycle" 2021-2029 Housing Element.

**BACKGROUND:**

On April 20, 2021, the City Council approved a PSA with JHD Planning, LLC to prepare the "Sixth Cycle" 2021-2029 Housing Element. The previous consultant prepared the draft Housing Element which was eventually adopted by City Council on March 15, 2022. The adopted Housing Element was reviewed by the California Department of Housing and Community Development (HCD) prior to Council adoption and subsequent to Council adoption. The City received comments from HCD after both reviews. JHD Planning continued to work on City's Housing Element but declined a PSA extension after their PSA expired in late 2022.

In April 2023, the City approved a Professional Services Agreement (PSA) with Kimley-Horn to complete the State mandated 6<sup>th</sup> Cycle update to the Housing Element. The initial contract amount was not to exceed \$39,990 as it was approved under the authority of the City Administrator. The requested action would approve an amended Professional Services Agreement (Amendment No. 1) with Kimley-Horn in the amount of \$34,900 + a \$5,000 contingency for a total amount of \$39,900.

**DISCUSSION:**

Since approval of Kimley-Horn's original PSA in April 2023, the consultant has diligently and quickly worked with City Staff to achieve a State certified Housing Element. Kimley-Horn has resubmitted amended Housing Element drafts to the State three times since April 2023 and based on Staff communications with HCD, State certification is expected in the next few months. In fact, certification of the Housing Element must occur prior to February 28, 2024 to comply with State mandates and to ensure the City continues to receive funding for the Navigation Center. City Staff is working diligently with the consultant to ensure this imperative deadline is met.

As required by State law, the related TOD Zone expansion and corresponding General Plan Amendment will also be completed by February 28, 2024. This is required because it is the final re-zoning action contemplated by the Housing Element as adopted by City Council in March 2022. Staff is diligently working with other consultants to meet the deadline for the TOD Zone expansion as well.

**FISCAL IMPACT:**

The proposed contract not-to-exceed amount for the Professional Services Agreement with Kimley-Horn totals \$39,900 (including contingency) to finish the 6<sup>th</sup> Cycle Housing Element. Adequate funds are available in the FY 2023-24 Operating Budget (Account Number 749102-6017).

Prepared by:

Reviewed and approved:



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Joseph M. Lambert  
Director of Development Services



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Jennifer Lampman  
Director of Finance

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachment:

Amendment No. 1 to Professional Services Agreement with Kimley-Horn & Associates, Inc.

- a. Attachment 1A: Consultant's Proposal, Fee Schedule, and Scope of Work regarding Amendment No. 1
- b. Attachment 1B: Original Professional Services Agreement effective April 1, 2023 and attachments thereto including Certificates of Insurance

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH KIMLEY-HORN & ASSOCIATES, INC.**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into the 5<sup>th</sup> day of December 2023, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Kimley-Horn & ASSOCIATES, INC., a North Carolina corporation (“Consultant”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

**A. RECITALS:**

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective April 11, 2023 through which CONSULTANT has been providing consulting services related to 6<sup>th</sup> Cycle Housing Element preparation services.

(ii). The Parties now seek to amend the Agreement (Amendment No. 1) to authorize an increase in the total compensation per fiscal year and to authorize the CONSULTANT to perform Additional Services related to achieving a State-certified Housing Element.

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

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

**B. Amendment to Agreement.**

1. Pursuant to Section 4, Paragraph 4.1 of the Agreement, the term of the Agreement is hereby amended to continue for a term ending June 30, 2024. The City Administrator (or authorized designee) is authorized to approve a six-month extension pursuant to the terms of this Amendment No. 1 to the Professional Services Agreement.

2. Section 2, Paragraph 2.1 of the Agreement is hereby amended to say: Consultant shall be paid in accordance with the scope of work set forth in **Attachment “A”** of this Amendment No. 1 effective December 5, 2023. Consultant’s total compensation related to the scope of work set forth in **Attachment “A”** of this Amendment No. 1 effective December 5, 2023 shall not exceed Thirty-Nine Thousand nine hundred Dollars (\$39,900.00).

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

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

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

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

CONSULTANT

CITY OF PLACENTIA

By: \_\_\_\_\_

By: \_\_\_\_\_

Ward Smith,  
Mayor

\_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell,  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Christian L. Bettenhausen  
City Attorney

Amendment 1 modifies the existing Agreement to cover services to be performed by Kimley-Horn as summarized below and in accordance with the terms of the original Agreement.

The change in fee described in the current executed Agreement shall be amended as follows:

<b>Additional Work Effort</b>	
<b>Task 1. Draft Housing Element Sub-Tasks</b>	
Check-In Calls with City and Project Management	\$4,500
HCD Coordination	\$3,500
HCD Resubmittal Draft	\$7,500
Response to Informal HCD Comments	\$5,000
Formatting and Electronic Sites Inventory	\$3,400
Final HCD HE Draft	\$5,000
Recommended Contingency	\$6,000
<b>Total Amendment Request</b>	
<b>\$34,900</b>	

The Scope of Services for the existing executed Agreement shall be amended to include the following tasks:

**Task 1. Draft Housing Element**

Kimley-Horn worked with City staff to prepare a revised Draft Housing Element between April 2023 and October 2023 and will require further revisions and collaboration in order to submit a final Draft to the State Department of Housing and Community Development (“HCD”). In its recent letter to the City, HCD has requested additional revisions of the City’s draft Housing Element. The level of effort required was not assumed in the Original Scope of Work. A revised document is required to address HCD comments.

*Contract Amendment Deliverables:*

- Up to twenty (20) hours of meetings (attended virtually) with City staff and HCD.
- One revised Housing Element submittal to HCD.
- One revised Housing Element resubmittal to HCD (Based on HCD informal review).
- One final Housing Element Draft.
- Revised Electronic Sites Inventory

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
KIMLEY-HORN**

THIS AGREEMENT is made and entered into this 11th day of April, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Kimley-Horn & ASSOCIATES, INC., a North Carolina corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide draft housing element preparation services as more fully described herein; and

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is

satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization

by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Thirty-Nine Thousand nine hundred ninety Dollars (\$39,990.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on April 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

The Consultant shall have the right to terminate this Agreement upon seven days' notice to the City upon breach by City of any of its obligations under this Agreement. In the event of such termination, the Consultant shall be paid for all services performed up to the effective date of the termination and all damages, if any, resulting from the Client's breach of this Agreement.

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

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

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

## **5.0. INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

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

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

IF TO CONSULTANT:

Kimley-Horn and Associates, Inc.  
1100 W Town & Country Road,  
Suite 700  
Orange, CA 92868  
Tel: 714-939-1030  
Attn: Dave Barquist

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: 714-993-8117  
Attn: Joe Lambert

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings to the extent arising out of, pertaining to, or relating to

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

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

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

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

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

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

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

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

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

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

  
\_\_\_\_\_  
City Administrator

Date: 06-29-2023

ATTEST:

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

CONSULTANT

Jason Melchor (PE No. 65218)  
\_\_\_\_\_  
Signature

Date: 5/30/2023

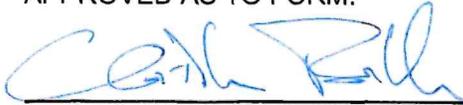
Jason Melchor (PE No. 65218), Kimley-Horn - Associate

\_\_\_\_\_  
Name and Title

56-0885615

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 6/22/23

APPROVED AS TO INSURANCE:

Roana Fy  
Risk Management

Date: 6-28-23

APPROVED AS TO CONTENT:

Shirley  
Project Manager

Date: 8/31/23

DEPARTMENTAL APPROVAL

Joseph Lambert  
Name, Title

Date: 5/31/23

Director of Development Services

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



March 1, 2023

Mr. Joseph Lambert  
Director of Development Services  
City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870

Dear Mr. Lambert:

**Subject:** *Request for Proposal to Assist in Certification of Placentia's 2021-2029 6<sup>th</sup> Cycle Housing Element*

Kimley-Horn understands that the City of Placentia has developed a Draft Housing Element and received comments from the State Department of Housing and Community Development. The December 20, 2021 Review letter indicated a number of required amendments to the Draft to be in compliance with state law. Key considerations generally include:

- Review of Revisions of past performance for special needs groups
- Substantial amendments to Affirmative Further Fair Housing (AFFH) requirements including requisite analysis and policy program amendments
- Various data needs/analysis additions to baseline data required by state law
- Substantial amendments to sites analysis and justification of sites, including AFFH analysis
- Various policy amendments to programs

Kimley-Horn understands they effort for supplement prior work by other consultants and may require substantial amendments to comply with statutory provisions. Based on Kimley Horn's review of the effort, we assume an initial budget of \$39,000, billed on a time and materials basis based on Kimley Horn's 2023 Hourly Rate Schedule and will allow for the addressing of comments associated with HCD's December 20, 2021 Review Letter. This may require additional HCD review cycles to satisfy HCD requirements. Should additional effort be required to reach compliance status, an additional budget request will be submitted the City for approval.

Kimley Horn assumes the following:

- Kimley Horn will be proved all documents in native format, including GIS Data, Word files, and other relevant draft materials and data sets
- Work effort excludes public outreach associated with the update
- City staff will be available to provide data/information related HCD data requests

We look forward to continuing to work collaboratively with the City of Placentia on the project.

Respectfully Submitted,

David Barquist, AICP  
Project Manager

The City of Placentia, by signature below, authorizes Kimley Horn to proceed for the above referenced scope and fee.

David Barquist Director of \_\_\_\_\_ Date: 3/13/2023  
Signature Name/Title: Development Services, City of Placentia

\_\_\_\_\_  
Signature David Barquist, AICP Date: \_\_\_\_\_

Client#: 238109

KIMLASS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/19/2023

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

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

PRODUCER: Edgewood Partners Ins. Center, 3780 Mansell Rd. Suite 370, Alpharetta, GA 30022. CONTACT NAME: Jerry Noyola, PHONE: 770-220-7699, E-MAIL ADDRESS: greylingcerts@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: National Union Fire Ins Co of Pittsburg (19445), INSURER B: Allied World Assurance Co (U.S.) Inc. (19489), INSURER C: New Hampshire Insurance Company (23841), INSURER D: Lloyd's of London (085202).

COVERAGES CERTIFICATE NUMBER: 23-24 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Cycle Housing Element; Dave Barquist. The City of Placentia is named as an Additional Insured with respects to General Liability where required by written contract.

CERTIFICATE HOLDER: City of Placentia, Development Services, 401 E. Chapman Avenue, Placentia, CA 92870. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>  <b>See Specific Instructions on page 3.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Kimley-Horn and Associates, Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>421 Fayetteville Street, Suite 600</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Raleigh, NC 27601</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>OR</b>	
<b>Employer identification number</b>	
5 6 - 0 8 8 5 6 1 5	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>January 1, 2023</b>
------------------	----------------------------	-------------------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*
- Form 1099-INT (interest earned or paid)

**Certificate Of Completion**

Envelope Id: 37F29B5AE56B4A88AEEDA01325917D2B  
 Subject: Complete with DocuSign: Kimley-Horn PSA with Exhibits.pdf  
 Source Envelope:  
 Document Pages: 19 Signatures: 1  
 Certificate Pages: 4 Initials: 0  
 AutoNav: Enabled  
 Envelope Stamping: Disabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
 Jessica Godoy  
 401 E. Chapman Avenue  
 Placentia, CA 92870  
 jgodoy@placentia.org  
 IP Address: 12.163.132.66

**Record Tracking**

Status: Original  
 5/10/2023 12:23:30 PM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected  
 Holder: Jessica Godoy  
 jgodoy@placentia.org  
 Pool: StateLocal  
 Pool: Carahsoft OBO City of Placentia

Location: DocuSign

Location: DocuSign

**Signer Events**

Jason Melchor (PE No. 65218)  
 Bryant.DeLaTorre@kimley-horn.com  
 , Kimley-Horn - Associate  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

*Jason Melchor (PE No. 65218)*

Signature Adoption: Pre-selected Style  
 Using IP Address: 134.238.199.93

**Timestamp**

Sent: 5/10/2023 12:32:29 PM  
 Viewed: 5/10/2023 6:06:38 PM  
 Signed: 5/30/2023 10:18:32 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 5/10/2023 6:06:38 PM  
 ID: c04206f8-ed69-4d63-8754-84bca6743188

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent Hashed/Encrypted  
 Certified Delivered Security Checked  
 Signing Complete Security Checked  
 Completed Security Checked

5/10/2023 12:32:29 PM  
 5/10/2023 6:06:38 PM  
 5/30/2023 10:18:32 AM  
 5/30/2023 10:18:32 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO City of Placentia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [rramirez@placentia.org](mailto:rramirez@placentia.org)

**To advise Carahsoft OBO City of Placentia of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [rramirez@placentia.org](mailto:rramirez@placentia.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO City of Placentia**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [rramirez@placentia.org](mailto:rramirez@placentia.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO City of Placentia**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [rramirez@placentia.org](mailto:rramirez@placentia.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Placentia as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Placentia during the course of your relationship with Carahsoft OBO City of Placentia.





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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 04/01/2023  
forms a part of Policy No. 448-96-63  
issued to KIMLEY-HORN AND ASSOCIATES, INC.  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

*This endorsement modifies insurance provided under the following:*

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**ADDITIONAL INSURED:**

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 526-81-69

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM **04/01/2023** forms a part of Policy No. WC 015-89-3686

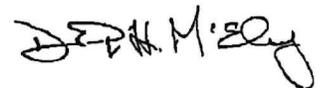
Issued to **KIMLEY-HORN AND ASSOCIATES, INC.**

**By New Hampshire Insurance Company**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by \_\_\_\_\_



**Authorized Representative**



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: DECEMBER 5, 2023

SUBJECT: **CHANGE ORDER NO.1 TO CONSTRUCTION CONTRACT WITH SQUARE SIGN, LLC, FOR THE WAYFINDING DIRECTIONAL SIGNAGE PROJECT PHASE I, CITY PROJECT NO. 1403**

FISCAL  
IMPACT: EXPENSE: \$ 16,000.00 CONTRACT CHANGE ORDER NO. 1  
BUDGET: \$ 200,000.00 FY 2023-24 CIP BUDGET (109800-6740, JL 24103-6740)

### **SUMMARY:**

On September 19, 2023, the City Council awarded a contract with Square Sign LLC to provide construction services for a not-to-exceed amount of \$86,146.49 on the Citywide Wayfinding Directional Signage Project. Since the sign installation requires welding brackets on the rear of the signs as opposed to visible bolts, the originally proposed printing technique to print the designed pattern on the back of each sign is not feasible as the heat from the welder will damage the print. The alternate approach is to paint the desired pattern on each sign after the bracket is welded. In addition, the proposed painting application will include material that makes the sign more resistant to fading by the sun. This extends the service life of the sign an additional 5-10 years. The painting technique would require additional labor work to fabricate a total of forty-four (44) directional signs. Staff is presenting this proposed amendment for City Council consideration to increase the construction contract amount to allow the proposed painting application.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Approve Contract Change Order No.1 to the Public Works Agreement with Square Sign, LLC for citywide wayfinding direction sign project phase 1A in an amount not-to-exceed \$16,000; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**1.i.**  
**Dec. 05, 2023**

**STRATEGIC PLAN STATEMENT:**

This item conforms to Strategic Planning Goal and Objective 6.2, Install Citywide Wayfinding Signage.

**DISCUSSION:**

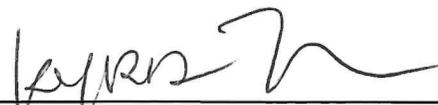
Wayfinding signage at key locations throughout a community helps to create unique community branding when announcing a motorist's or pedestrian's arrival at key destinations. Effective community wayfinding signage is a key component to economic development efforts and placemaking and conveys a higher 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 September 19, 2023, the City Council awarded a contract with Square Sign LLC to fabricate and install citywide wayfinding directional signage project as part of Phase 1A of the Master Plan. The Phase 1A project will fabricate and install general wayfinding signs for points of interest found throughout the entire community and install these signs along all major corridors. The approved installation requires welded mounting brackets on the backside of each sign. As a result, the traditional technique of printing a designed pattern prior to welding the bracket is not feasible due to the welding process damaging the print details. Alternatively, the contractor proposes to weld the bracket first and paint the desired pattern on the front and back of each sign post-welding. This painting application will include material that makes the sign more resistant to the fading by the sun and extends the service life of the sign an additional 5-10 years. This proposed painting application would require additional labor work to fabricate a total of forty-four (44) directional signs. Staff recommends amending Public Works Agreement with Square Sign to allow the application of painting technique during the fabrication of wayfinding directional signs.

**FISCAL IMPACT:**

The recommended actions will approve contract change order No.1 for the amount of \$16,000 to the Public Works Agreement with Square Sign LLC, increasing the contract not-to-exceed amount to \$102,000. 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:

  
\_\_\_\_\_  
Kyra Tao, P.E., PTP  
Transportation Manager

Reviewed and approved:

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

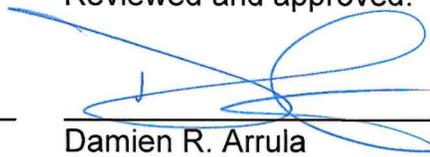
Reviewed and approved:



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Luis Estevez  
Deputy City Administrator

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachments:

1. Contract Change Order No.1 to Public Works Agreement with Square Sign, LLC
2. Public Works Agreement with Square Sign, LLC.

**AMENDMENT NO. 1 TO  
PUBLIC WORKS AGREEMENT  
FOR WAYFINDING DIRECTIONAL SIGNAGE PROJECT PHASE I  
WITH SQUARE SIGNS LLC dba FRONT SIGNS**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 5<sup>TH</sup> day of December, 2023, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Square Signs LLC, dba Front Signs, a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

**A. Recitals.**

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective 19<sup>th</sup> day of September, 2023 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to increase the not-to-exceed contract amount from \$86,146.31 to a total not-to-exceed amount of \$102,000.00 for wayfinding directional signage project phase I project.

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

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

**B. Amendment to Agreement.**

1. Section 3.0, Paragraph 3.1 of the Agreement is hereby amended to read as follows:

3.1 Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed One Hundred Two Thousand Dollars (\$102,000.00).

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

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

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

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

CONSULTANT

CITY OF PLACENTIA

By: *Gevorg Hambardzumyan*  
Gevorg Hambardzumyan  
Square Signs LLC, dba Front Signs  
11/28/2023

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

ATTEST:

By: \_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

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



## Square Signs LLC DBA Front Signs

3520 W Valhalla Dr.  
 Burbank, CA, 91505  
 (818) 290-3269  
 hello@frontsigns.com  
 https://www.frontsigns.com

**Bill To**

**Ship To**

Quote Number 00058364  
 Quote Date 11/2/2023

Account Name City of Placentia  
 Sales Rep Selda

Product	Description	Quantity	Sales Price	Subtotal
Signs	Fabricate and install primary vehicle direction sign (B01) with painted pattern and support hardware, demolish existing sign and post as needed.	33.00	\$1,485.70	\$49,028.10
Signs	Fabricate and install secondary vehicle direction sign (B02) with painted pattern and support hardware, demolish existing sign and post as needed.	4.00	\$995.40	\$3,981.60
Signs	Fabricate and install B03 small vehicle direction sign and with painted pattern support hardware, demolish existing sign and post as needed	6.00	\$718.10	\$4,308.60
Signs	Fabricate and install secondary vehicle direction sign (B04) with painted pattern and support hardware, demolish existing sign and post as needed.	1.00	\$1,697.40	\$1,697.40
Signs	Fabricate and install decorative fluted post.	31.00	\$996.00	\$30,876.00
Signs	Demolish existing signs & posts.	11.00	\$490.00	\$5,390.00
Discount	Discount	1.00	-\$1,618.85	-\$1,618.85

This estimate is valid for 30 days

Subtotal	\$93,662.85
Tax	(8.75%) \$8337.15
<b>Grand Total</b>	<b>\$102,000.00</b>

Initial 50% deposit is required to start the project for projects over \$1000.  
 Remaining project balance needs to be paid prior to installation/pick up.

For permitted projects, City fees will be added to the final invoice and they will be billed at cost.

In case of cancellations, service fees will apply based on the amount of work performed to date.

Accepted By

Accepted Date

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# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF HUMAN RESOURCES

DATE: DECEMBER 5, 2023

SUBJECT: **RESOLUTION TO AMEND THE PAY SCHEDULE FOR PART-TIME EMPLOYEES IN COMPLIANCE WITH THE STATE MINIMUM WAGE INCREASE**

FISCAL

IMPACT: FY 2023-24 \$2,000 (\$4,000 annually) in account 104071-5005.

### **SUMMARY:**

To comply with state minimum wage increase effective January 1, 2024, it is necessary to amend the pay schedule for part-time employees. It is anticipated that the cost to implement this minimum wage increase will cost the City approximately \$4,000 per year in total compensation. Prorated costs in the amount of \$2,000 will be funded by the General Fund for the remainder of the fiscal year.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2023-91 amending the pay schedule for part-time employees to reflect state minimum wage requirements; and
2. Adopt Resolution No. R-2023-92, 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.

### **STRATEGIC PLAN STATEMENT:**

This item is consistent with the City Council approved 5-Year Strategic Goal #8 to Improve City Governance, under Objective #1, which is update all rules, policies and procedures to be consistent with MOUs and State/Federal regulations.

### **DISCUSSION:**

The City's Pay Schedule for Part-Time Positions consists of non-competitive services positions that are excluded from the civil services system. California employers are governed by federal and state minimum wage laws. For 2023, the California minimum wage was \$15.50.

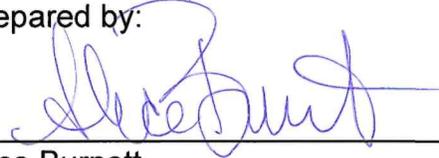
**1.j.**  
**Dec. 05, 2023**

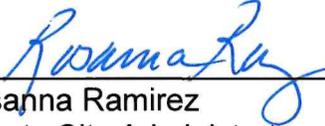
Due to cost-of-living increase required by the State's minimum wage law, effective January 1, 2024, California's minimum wage will increase from \$15.50 to \$16.00 per hour for all employers. California Labor Code section 1182.12 requires an annual review of the wage rate using the U.S. Consumer Price Index (CPI) and rate of change over the two most recent CPI rates. The California Department of Finance calculated the CPI increase for Fiscal Year 2021-2022 at 7.9 percent and for Fiscal Year 2022-2023 at 6.16 percent, thus triggering the statewide increase in minimum wage of at least 3.5 percent. For ease of payroll and to include within the first pay period for 2024, the rate increase will go into effect December 24, 2023. This will affect approximately 40 part-time employees, who now earn less than \$16.00 per hour in job classifications shown on the proposed resolution and pay schedule. Staff is recommending that the City Council adopt the proposed part-time pay schedule to ensure all employees are paid at least the California minimum wage of \$16.00 per hour.

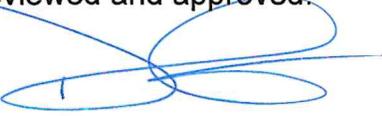
The adoption of this resolution is necessary pursuant to the Personnel Rules and Regulations of the City of Placentia, Rule IV, Section 1, which states proposed compensation schedules must be submitted to the City Council for approval.

**FISCAL IMPACT:**

This proposal will cost the City approximately \$4,000 per year in total compensation. Staff requests approval of a budget amendment in the prorated amount of \$2,000 from the General Fund's fund balance for the remainder of the current fiscal year.

Prepared by:  
  
\_\_\_\_\_  
Alice Burnett  
Director of Human Resources

Reviewed and approved:  
  
\_\_\_\_\_  
Rosanna Ramirez  
Deputy City Administrator

~~Reviewed and approved:~~  
  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

- Attachments:**
- 1. Resolution No. R-2023-91
    - a. Salary Schedule, Part-Time
  - 2. Resolution No. R-2023-92 – Budget Amendment

**RESOLUTION NO. R-2023-91**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA AMENDING THE PAY  
SCHEDULE FOR PART-TIME EMPLOYEES EFFECTIVE  
DECEMBER 24, 2023**

**A. Recitals.**

(i). The City's Pay Schedule for Part-Time Employees consists of unrepresented non-competitive services positions that are excluded from the civil services system.

(ii). To comply with state minimum wage increase effective January 1, 2024, it is necessary to amend the pay schedule for part-time employees.

(iii). Personnel Rules and Regulations of the City of Placentia, Rule IV, Section 1, requires approval of proposed compensation schedules by City Council.

(iv). 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 City Council desires to amend said Schedule for Part-Time Employees, effective December 23, 2023.
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 5<sup>th</sup> DAY OF DECEMBER 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 5<sup>th</sup> day of December 2023 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettenhausen, City Attorney

Attachment:

Appendix A: 2023-91 Pay Schedule for Part-Time Employees

**APPENDIX "A" SALARY SCHEDULE PART-TIME  
EFFECTIVE DECEMBER 24, 2023**

**SECTION 1**

The compensation of part-time employees of the City of Placentia shall be set forth in the table herein below:

CLASS TITLE	STEPS			
	A	B	C	D
Admin. Intern.		\$16.06	\$16.38	\$16.71
Clerical Aide	\$18.54	\$18.91	\$19.29	\$19.67
Production Coordinator	\$19.50	\$19.89	\$20.29	\$20.69
Production Assistant				\$16.00
Maintenance Aide		\$16.06	\$16.38	\$16.71
Police Cadet		\$16.06	\$16.38	\$16.71
Pol Reserve Off – Level 1	\$21.43	\$22.82	\$24.21	\$25.71
Lifeguard	\$16.23	\$16.55	\$16.89	\$17.23
Instructor Guard	\$17.57	\$17.93	\$18.28	\$18.64
Sr. Instr. Guard	\$19.69	\$20.09	\$20.49	\$20.90
Pool Manager	\$20.82	\$21.24	\$21.65	\$22.09
Com. Serv. Leader				\$16.00
Sr. Com. Serv. Leader	\$16.23	\$16.55	\$16.89	\$17.23
Com. Serv. Specialist	\$17.57	\$17.93	\$18.28	\$18.64
Sr. Com. Serv. Specialist	\$19.03	\$19.41	\$19.80	\$20.20
Program Coordinator	\$21.00	\$21.42	\$21.85	\$22.29

**SECTION 2**

Part-time employees may progress to the next salary step after satisfactorily completing a minimum of four hundred (400) hours of work at the current salary step and one year of service. An evaluation of the employee's performance should be completed prior to the salary change.

**SECTION 3**

The following classes are elected or appointed by City Council:

CLASS TITLE	SALARY
Mayor/Councilmembers	\$150.00
City Clerk	\$150.00
City Treasurer	\$50.00

**RESOLUTION NO. R-2023-92**

**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 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, via Resolution No. R-2023-42, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Account</b>	<b>JL Account</b>	<b>Amount</b>	<b>Type</b>
General Fund	Part-Time Salaries	Community Services	104071-5005		\$2,000	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 5<sup>th</sup> DAY OF DECEMBER  
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 5<sup>th</sup> day of December 2023 by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettenhausen, City Attorney



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: DECEMBER 5, 2023

SUBJECT: **ACCEPTANCE OF A RESIGNATION FROM THE SENIOR ADVISORY COMMITTEE**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

The City has received email correspondence indicating resignation from the Senior Advisory Committee from Mr. Ron White. This action accepts the above indicated resignation and approves the appointment of Mrs. Marie Wahbeh to fill the vacancy on the Committee following Mr. White's resignation.

### **RECOMMENDATION:**

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

1. Accept the resignation of Ron White from the Senior Advisory Committee and;
2. Approve the appointment of Marie Wahbeh to fill the vacancy on the Senior Advisory Committee following Mr. White's resignation.

### **DISCUSSION:**

Mr. White has served on the Senior Advisory Committee (Committee) since April 2008. He has volunteered his time to the community and has been part of community projects throughout his time as a Committee Member. The City received an email correspondence on November 11, 2023, indicating Mr. White's resignation from the Committee effective immediately.

Following the City's recent Commission/Committee application/recruitment process, it was noted that Mrs. Wahbeh would be an excellent candidate to serve on the Senior Advisory Committee, should a vacancy arise. The City Council took action to approve Mrs. Wahbeh as a potential Committee Member to fill a future vacancy on the Committee. Due to Mr. White's resignation, a position on the Committee is now open and can be filled by Mrs. Wahbeh. Staff recommends the

**1.k.**  
**Dec. 05, 2023**

vacant position be filled by Mrs. Wahbeh. This action formally accepts the resignation of Mr. Ron White from the Committee and officially appoints Mrs. Marie Wahbeh to fill the vacancy.

Prepared by:



---

Veronica Ortiz  
Deputy Director of Community Services

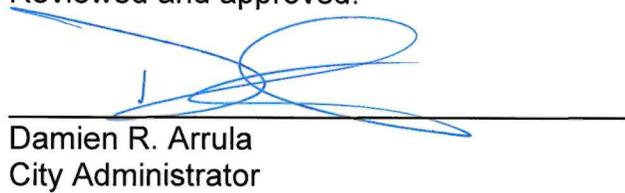
Reviewed and approved:



---

Karen Crocker  
Director of Community Services

Reviewed and approved:



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Damien R. Arrula  
City Administrator

Attachment:

Resignation email correspondence from Mr. Ron White

## Daniela Escobedo

---

**From:** Felipe Zambrano  
**Sent:** Thursday, November 30, 2023 9:42 AM  
**To:** Daniela Escobedo  
**Subject:** Fwd: Senior Advisory Board

Sent from my iPhone

Begin forwarded message:

**From:** Susan White <regnsuzmail@gmail.com>  
**Date:** November 29, 2023 at 1:00:26 PM PST  
**To:** Felipe Zambrano <FZambrano@placentia.org>  
**Subject:** Re: Senior Advisory Board

On behalf of Ron White, this email is to inform the city of his resignation from the Senior Advisory Committee effective immediately.

Susan White

On Wed, Nov 29, 2023 at 8:10 AM Felipe Zambrano <[FZambrano@placentia.org](mailto:FZambrano@placentia.org)> wrote:

Hello Susan,

Sorry to bother you. But for our H.R. department, I do need like an actual email. As simple as:

“On behalf of Ron White, this email is to inform the city of his resignation from the Senior Advisory Committee effective immediately.”

Thank you and again a I apologize for the inconvenience.



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: DECEMBER 5, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR CITYWIDE ON-CALL DIGITAL SCANNING SERVICES OF PUBLIC RECORDS**

FISCAL  
IMPACT: EXPENSE: \$285,000 TOTAL CONTRACT NOT-TO-EXCEED AMOUNT  
CURRENT AVAILABLE BUDGET: \$71,384 (756205-6840 JL#756205)

### **SUMMARY:**

On July 2, 2022, Staff solicited qualifications from digital scanning vendors requesting proposals to establish a three (3) year professional services agreement (PSA) for document scanning services by a qualified consultant, with the option to extend the contract for an additional two (2) year term based upon the City's discretion and contractor performance. A vast majority of citywide records are primary hardcopies or on a microfilm format. The remainder of the records have been digitized, but it only factors into a small percentage in comparison to the undigitized records the city currently maintains amongst its seven city departments.

The high-volume of city records left in either a hardcopy or microfilm format, leaves them highly susceptible to damage, misplacement, and/or potential loss. Furthermore, the continual accumulation of records has created an ongoing demand for physical locations for the safe and convenient storage of these records. As the demand to quickly access records continues to grow and the demand for the acquisition of public records continues to spike at the request of the general public, the need to access records in a digital format has steadily become increasingly critical.

In response to this growing demand, Staff issued a formal Request for Proposals ("RFP") for on-call digital scanning services and solicited competitive proposals from qualified digital scanning vendors. A total of four (4) proposals were received. After a thorough review of proposals by Staff members represented from each respective department, the proposal from Metasource was selected as the most competitive and qualified vendor. Metasource has been selected to provide ongoing services to our city departments that will include document pickup and transport, document intake, document preparation, document scanning, image enhancement, document indexing/date capture, text searchable output, and quality inspection. This action will provide the City with available on-call services for all the digital scanning service needs of public records over the next three years.

**RECOMMENDATION:**

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

1. Approve a Professional Services Agreement with Metasource for professional digital scanning services of public records to provide on-call scanning services for a term of three (3) years with an option of two (2) year term based upon performance and discretion of the City, in an amount not-to-exceed \$285,000; and
2. Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or \$28,500; and
3. Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

**DISCUSSION:**

As a result of the need to retain professional assistance from a qualified vendor to assist Staff with the digitizing of City records, Staff prepared an RFP for these services. A total of four (4) proposals were received from qualified vendors experienced in the digitization of public records. These proposals were evaluated by City Staff and the following are the final scores and rankings:

NO.	CONSULTANT	TOTAL SCORE
1	Metasource	93
2	Avenu	85
3	GRM	82
4	File Keepers	76

Each firm's proposal was required to demonstrate its capacity to deliver comprehensive and professional scanning services. All proposals were required to outline methodology and logistics capable of meeting the goals outlined in the RFP's Scope of Work, including the steps taken by the contractor to ensure all documents are tracked, scanned, indexed and quality checked to City standards, and seamlessly integrated into either the City's Laserfiche or SmartGov record tracking systems.

Metasource provided a proposal that reflected a thorough breakdown of services and materials to complete the citywide scanning effort and offered the City with established resources, infrastructure and technologies, security, and quality assurance capabilities to successfully support the objectives and goals of the contract.

It is important to note that the digitizing effort will not be completed all at once, but rather broken into phases over the course of each calendar year. Records requiring the highest priority such as those with the highest security liability or old records susceptible to loss and/or damage will fall into the first phase of scanning, with all other records falling into the latter phases. The contracted amount will be broken up into each phased year with scanning costs determined on the demand and utilization of the scanning services.

**FISCAL IMPACT:**

The cumulative not-to-exceed contract amount for each proposed agreement is \$285,000. The award of this contract does not commit the City to spending a specified amount for digital scanning services since the consultants will serve on an on-call basis. Due to the consultant functioning on an on-call basis, funds for scanning services each year will be budgeted as a part of preparing the City's Budget and by departmental need.

Prepared by:



Andrew Gonzales  
Planning Manager

Reviewed and approved:



Joseph Lambert  
Director of Development Services

Reviewed and approved:



Jennifer Lampman  
Director of Finance

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachment:

Agreement with Metasource

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
METASOURCE, LLC**

THIS AGREEMENT is made and entered into this 21st day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and METASOURCE, a California Limited Liability Company ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide city-wide digital document scanning services for the purposes of record retention for each citywide department/division as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed two hundred eighty-five thousand dollars Dollars (\$ 285,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Administrator or his/her designee is authorized to approve a Change Order for such additional services.

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

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

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on October 17, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The contract may also be extended for an additional two-year term based on the City's discretion and contractor performance.

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

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

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

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

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

## 5.0. INSURANCE

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

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

Before execution of this Agreement by the City, the Consultant shall file with the City Clerk's Office the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of

Workers' Compensation or to undertake self-insurance before commencing any of the work.

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

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

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

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

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

provided by this policy."

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

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

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

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

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

Metasource, LLC  
3630 E. Miraloma Street  
Anaheim, CA 92806  
Tel: (805) 508-5743  
Mobile: (714) 334-1322  
Attn: Steve Cooley

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: (714) 993-8124  
Fax: (714)961-0283  
Attn: City Clerk

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With a copy to:  
MetaSource, LLC  
Legal Department  
12162 South Business Park Drive  
Suite 113  
Draper, UT 84020

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

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

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

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

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

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

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

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

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

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the

offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
City Administrator

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

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

CONSULTANT

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

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

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Deputy City  
Administrator

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Project Manager

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

**DEPARTMENTAL APPROVAL**

\_\_\_\_\_  
Name, Title

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

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

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**





## ADDITIONAL REMARKS SCHEDULE

**NAMED INSURED:**

MetaSource, LLC  
12162 South Business Park Dr.  
Suite 113  
Draper, UT 84020

**CERTIFICATE HOLDER:**

EVIDENCE OF INSURANCE  
PROOF OF COVERAGE

**ADDITIONAL REMARKS / COVERAGE CONTINUED****DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:****Additional Named Insureds:**

- Orion Financial Group, Inc.
- Digiscribe International, LLC

**Excess Cyber/Tech and E&O:**

**Policy Number:** 01MRCT000025900

**Policy Term:** 02/27/2023 – 10/27/2023

**Limit:** \$5M excess of \$5M - Total Limit at \$10,000,000; Coverage includes Network Security Liability.

**Insurer Affording Coverage:** Lloyd's Underwriter Syndicate

**Excess Crime:**

**Policy Number:** 652501278

**Policy Term:** 09/27/2023 – 09/27/2024

**Limit:** \$5M excess of \$5M - Total Limit at \$10,000,000; Coverage includes Employee Theft & Computer Fraud or Fraudulent Transfer

**Insurer Affording Coverage:** Continental Casualty Insurance Company (NAIC #20443)



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INFORMATION TECHNOLOGY MANAGER

DATE: DECEMBER 5, 2023

SUBJECT: **AWARD OF PROFESSIONAL SERVICES AGREEMENT TO SDI PRESENCE FOR CREATION OF FIVE-YEAR INFORMATION TECHNOLOGY MASTER PLAN**

FISCAL EXPENSE: \$ 83,925 TOTAL PROJECT COST  
IMPACT: BUDGETED: \$100,000 (109800-6770 JL#24902)

### **SUMMARY:**

The purpose of developing a City IT Master Plan is to develop a formal five (5) year Information Technology (IT) Master Plan for the City that will assess the current infrastructure and provide recommendations for future technology needs, based upon industry best practices. This includes technology systems, telecommunications, hardware, software, and human capital to support Information Technology.

Recognizing the ever-evolving digital landscape in IT and wanting to ensure that the City remains adaptable and successful with its available IT resources, including staffing, IT governance, capital, and operating funds, the City initiated a Request for Proposals to identify a highly qualified firm to create a five (5) year IT Master Plan. In September 2022, Staff released a Request for Proposals (Attachment "1"), for an IT Master Plan and received a total of ten proposals. Each proposal was evaluated by a selection committee and Staff recommends entering into an agreement with SDI Presence for the creation of a five (5) year IT Master Plan.

The IT Master Plan will serve as a guiding document that not only aligns IT initiatives with business objectives but also provides a structured approach to management, risk mitigation, budgeting, innovation, and overall organizational success during the next five years of IT operations. It will also set a vision for the Information Technology department. This action will award an agreement with SDI Presence in the amount of \$83,925.

### **RECOMMENDATION:**

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

1. Approve a Professional Services Agreement with SDI Presence to develop a five (5) year Information Technology Master Plan in an amount not-to-exceed \$83,925; and
2. Reject all other proposals received; and

**3.a.**  
**Dec. 05, 2023**

3. 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 5 and Objective 5.7 to Create a Comprehensive Information Technology Master Plan

**DISCUSSION:**

The purpose of developing a City IT Master Plan is to develop a formal five (5) year Information Technology Master Plan for the City that will assess the current infrastructure and provide recommendations for future technology needs, based upon industry best practices. This includes technology systems, telecommunications, hardware, software, and human capital to support Information Technology.

Recognizing the ever-evolving digital landscape in Information Technology and wanting to ensure that the City remains adaptable and successful with available IT resources, including staffing, IT governance, capital, and operating funds, the City initiated a Request for Proposals to identify a highly qualified firm to create a five (5) year IT Master Plan.

In September 2022, Staff released a Request for Proposals (Attachment "1"), for an IT Master Plan and received a total of ten proposals. Each proposal was evaluated based on the following matrix: 1) Firm's approach and plan; 2) Expertise and Experience in IT Master Plans; 3) Cost of Services, including fees and travel costs; and 4) References and scheduling to complete the project on time and within budget.

<b>Name of Company</b>	<b>Bid Amount</b>
Ardent Technologies	\$787,803
Baker Tilly US, LLP	\$94,800
BerryDunn	\$108,230
Consultnet Group Inc.	\$76,000
Government Technology Group, LLC	\$58,900
Moss Adams LLP	\$74,184
Oxalis Solutions, LLC	\$93,100
<b>SDI Presence LLC</b>	<b>\$83,925</b>
Technology Plus	\$89,040+
ThirdWave Corporation	\$91,798+

Based upon the initial evaluation, three firms (Moss Adams LLP, SDI Presence and ThirdWave Corporation) were invited to interview with the City. Prior to the interview process, client references were evaluated and ranked according to the aforementioned criteria. Upon completion of the interview process, SDI Presence ("SDI") ranked highest, and is therefore being recommended for the contract award based upon the following factors:

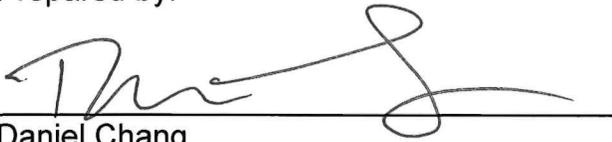
- Expertise & Experience: SDI has many years of IT consulting and solutions provider background. With their acquisition of California based, NexLevel Information Technology; they bring to the table, a well-balanced group of individuals whom have prior local government experience and resources that have fulfilled over 90 IT Assessment & Master Plans within the State of California alone.
- Availability and Scheduling: SDI's project team and dedicated project manager are located 30 minutes away from the City (Los Angeles Office) and will be conducting much of the project on-site tailoring to the flexibility of time, needs and requests of the City.
- Meeting City's Needs: Unlike some providers examined, SDI prefers to have consultants conduct interviews and workshops on-site and face-to-face to ensure a thorough understanding of concerns and priorities. No additional fees or travel expenses are required and already calculated within the proposed cost. SDI will also conduct a Citywide Physical Inventory of all Technology equipment.

Based upon the aforementioned information, SDI exhibits the capability, capacity, and experience to create the IT Master Plan and Staff recommends the City enter into an agreement with them to facilitate the proposed project.

**FISCAL IMPACT:**

The proposed project with SDI Presence is \$83,925. A total of \$100,000 has been budgeted in the Fiscal Year 2023-24 Capital Improvement Project Budget. As such, sufficient funds exist for the recommended action.

Prepared by:



Daniel Chang  
Information Technology Manager

Reviewed and approved:



Rosanna Ramirez  
Deputy City Administrator

Reviewed and approved:



Jennifer Lampman  
Finance Director

Reviewed and approved:



Damien R. Arrula  
City Administrator

**Attachments:**

1. RFP for Information Technology Master Plan
2. Professional Services Agreement with SDI



Request for Proposals for  
**INFORMATION TECHNOLOGY  
MASTER PLAN**

City of Placentia  
401 East Chapman Avenue  
Placentia, California 92870

Issue Date:  
August 31, 2023

Deadline for Submittal:  
September 29, 2023



**CITY OF PLACENTIA  
NOTICE INVITING PROPOSALS  
FOR  
INFORMATION TECHNOLOGY MASTER PLAN**

**INTRODUCTION**

The City of Placentia (“Placentia” or “City”) is soliciting Request for Proposals (RFP) from qualified Consultants (“Proposer” or “Firm”) to help develop a 5-Year Information Technology Master Plan. The City seeks a qualified Consultant to develop an IT (Information Technology) Master Plan to guide the City over the next five years in assessing, planning, procuring, implementing, and managing current and future investments in IT infrastructure operations and technical resources. This plan should be a “living” document that becomes the basis for regular review and adjustment of the 5-year future with respect to infrastructure, equipment, software, staffing, and the effective use of technology to support the work of the City. The proposed IT Master Plan should serve as the road map for addressing the short and long-term business systems needs of the City and improve the balance between demand for new and emerging technology, and available IT resources, including staffing, IT governance, capital, and operating funds.

***There is no express or implied obligation for Placentia to reimburse the responding firms for any expenses incurred in preparing proposals in response to this request.***

To be considered responsive to this RFP, all proposals must be submitted via PlanetBids at <https://pbsystem.planetbids.com/portal/54600/portal-home> by 5:00 p.m. on September 29, 2023

Proposals submitted will be reviewed by an Evaluation Committee.

During the evaluation process, the Evaluation Committee and the City reserve the right, where it may serve the City’s best interests, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City or the Evaluation Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal

indicates acceptance by the proposing consultant of the conditions contained in this request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the consultant selected.

The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

## **Background**

The City of Placentia is a charter city, with an elected City Council, City Clerk, and Treasurer and a professional City Administrator, with an annual General Fund budget of over \$40 million and a total budget of over \$45 million for fiscal year 2022-2023.

Placentia has a five-member City Council which functions as the policy making and governmental body. The five elected officials serve staggered four-year terms, and the Mayor and Mayor Pro-Tem are appointed from among the Council Members each year.

The City of Placentia serves an area of 6.6 square miles with a population of approximately 55,000. In 2022, the City hired an IT Manager which is within the City's Administrative Services Department. The IT Manager provides oversight of all City IT functions and management of the IT Managed Service Provider supporting all City staff.

The City currently has approximately 190 authorized full time staff positions and provides a full range of services, including Police, Fire and Life Safety, a Public Safety Communications Center, street maintenance, park maintenance, public improvements, planning, developmental services, recreation activities, and various other community services. In addition, there are the standard internal support departments that include Administration, Finance, Human Resources, Risk Management, and Communications.

## **1. PROJECT OVERVIEW**

### **1.1 Purpose**

The purpose of the RFP is to solicit proposals from qualified professionals with experience in Information Technology needs and operations involving local government to develop a formal 5-year Information Technology Master Plan for the City that will assess the current infrastructure and provide recommendations for future technology needs, based on industry best practices. This includes technology systems, telecommunications, hardware, software, and human capital to support information Technology.

Proposers responding to this RFP must have proven expertise and extensive experience in the assessment of IT Systems and a successful track record of creating and implementing IT strategic plans for municipalities and similar public agencies as demonstrated by successfully performing similar work that has achieved the desired outcome of the clients and has met the goals of reliability and sustainability.

## **1.2 Overview**

The selected firm will prepare an IT Master Plan that contains specific goals, coupled with a suggested Implementation Plan that includes timing, anticipated costs and funding sources for each Implementation Action, and which Implementation Actions shall be assessed and identified in the IT Master Plan. After review, staff will select partial/complete Implementation Action(s) for action.

Consultants responding to this RFP must have proven expertise and extensive experience in the assessment of IT Systems and a successful track record of creating and implementing IT strategic plans for municipalities and similar public agencies, including experience with public safety systems and related infrastructure, enterprise resource planning, and online services.

The City's IT Department currently supports all networks, network security, desktop support and mission-critical business applications. The City's current network includes the main campus at City Hall/Police, 2 fire stations, along with 3 satellite buildings connected via fiber/VPN.

## **2. SCOPE OF SERVICES**

The City invites proposals from qualified firms to provide managed information technology.

### **2.1 Expected Actions**

- Perform a comprehensive assessment of the City's existing technology environment including human capital.
- Conduct a thorough analysis and provide recommendations on the City's current technology environment, including services, infrastructure, staffing, applications, cybersecurity, funding, workflow processes and business systems.
- Assess the City's current IT Governance structure to ensure that it best meets the City's technology needs through the most appropriate service provision agreements, policies, resource availability and reporting relationships.
- Identify practical and relevant public sector best practice, industry standards for IT Contingency Plan for Incident Response, Disaster Recovery, Business Continuity and Risk Management.
- Identify the key internal and external factors; strengths, weaknesses, opportunities, and threats (SWOT analysis)
- Identify existing and available outsourcing relationships and opportunities.
- Evaluate and identify means and approaches to accommodate current and emerging technology requirements, major trends and upgrades facing the City.
- Assessment of effective use of technology resources and staff access to technology services.
- Assessment of customer satisfaction, to include interviews with a wide range of city staff.
- Evaluation of moving to Cloud based technologies, support for mobile computing options, user-experience and usability strategies, storage and backup strategies, and skill levels related to the technologies needed now and likely to be needed over the next 5 years (infrastructure assessment and roadmap).

## 2.2 Deliverables

1. Current state of the IT environment, including, without limitation, a full inventory of equipment, systems, networks, servers, and other essential equipment necessary to IT operations within the City.
2. Gap analysis of environment, including, without limitation any deficiencies or gaps in infrastructure, equipment, software, security, networks, email services, or business continuity and methods or recommendations for addressing such issues.
3. Recommendation for future improvements or upgrades of IT environment, coupled with strategic map, timeframe, and order of magnitude cost estimates associated with implementation.
4. A Draft Plan comprised of an executive summary, findings, and prioritized recommendations shall be produced prior to being directed to proceed with a final plan.
5. Final Master Plan comprised of:

An executive summary that effectively communicates the information reviewed

- A summary of findings and prioritized recommendations
- A comprehensive documentation of findings and prioritized recommendations
- A project plan outlining projects by priority that includes timelines and cost estimates.
- Internal presentation for IT and City staff and a presentation steered toward City Council

## Report Content

Within each of these deliverables, the minimum requirements will include a discussion of results discovered, the benefits and risks associated with any recommendation, as well as an order of magnitude cost estimate associated with each implementation item:

1. IT Strategy: Conduct interviews with City Department Heads and staff and other designated personnel to develop comprehensive recommendations for an IT Strategic Plan. Provide recommendations for short-term transitions as well as long-term strategic directions, including additional online services for various departments.
2. IT Risk Assessment: Use IT industry standards to perform risk assessment and gap analysis on the effectiveness of current City IT structure, security, and resourcing. Identify and mitigate potential risk vulnerabilities.
3. Technical Infrastructure: Analyze and prepare a gap analysis on the ability of the existing City hardware, network infrastructure, and support to meet the needs of current and future City initiatives. Make recommendations for in-house hardware and

infrastructure support versus hosting and/or use of contracted services.

4. IT Organizational Structure/Personnel: Review and evaluate the current IT department organizational structure, staffing levels and the use of contracted services. Perform a gap analysis of the entire IT organization including type of staff, staffing levels, distribution of staff versus future needs. Provide recommendations for IT organization, level of staff, and placement of staff to support the future needs of the City. Evaluate current IT staff skill levels and perform a gap analysis comparing current staff to skill levels required to meet proposed changes. Provide recommendations for addressing staff changes and/or staff training and education needs. Include recommendations on the need for and use of contracted resources as appropriate.

5. IT Cost Analysis: Perform a comprehensive analysis of current City IT costs and value versus public and non-public IT organizations of similar size, complexity, and nature.

### **3. PROPOSAL**

The City discourages lengthy and costly proposals. Proposals should be complete and prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposers must follow all formats and address all portions of the RFP set forth herein, providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding, provided that the proposal clearly addresses all of the City's information requirements.

#### **3.1 Requirements & Questions**

All inquiries regarding this Request for Proposals should be directed to Daniel Chang, IT Manager, in writing sent to via the bidding portal only. No verbal responses will be given. A copy of the inquiry and the response from the City shall be forwarded to all firms receiving a copy of this Request for Proposals who registered with the City (per the requirements listed below).

#### **Cover Letter**

All Proposals must be accompanied by a cover letter. The letter must provide a written transmittal of the proposal in the form of a standard business letter. The Cover Letter will reference and respond to the following subsections and attach corresponding documentation as required. The letter shall:

- Identify legal name, contact information, including corporate office and local office address, telephone number, website and email address.
- Summarize key elements of the proposal.
- Be signed by a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it.
- State that the proposal remains valid for at least 120 days.
- State whether the Proposer or any individual who will perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict

- Confirm understanding of the services requested in the RFP and ability of the proposing firm to provide those services.

## **Qualifications**

1. Consulting company must have a minimum of three (3) years of experience developing IT Strategic Plans.
2. Consulting company must be 100% independent, defined as receiving no fees or commissions from any manufacturer, vendor, or organization that could potentially be considered for the City as a qualified provider of hardware or software.
3. Consulting company must have prior experience with similar projects in the public sector.
4. Consulting company must be willing to accept and execute the City's Consultant Services Agreement.

## **Scope of Work and Service Level Agreements**

Provide a conceptual framework for services to the City. The Proposer must provide a detailed description of its approach and methodologies to the requested Scope of Services. Indicate features, skills and services which will enable the firm to provide services promptly and in a timely manner. Provide a Service Level Agreement target matrix with response times and fees described in proposal. Scope a plan of transition, indicating transition period, timelines, and other key procedure information.

## **Anticipated Work Products**

The selected vendor will be expected to draft a 5-year IT Master Plan consisting of an executive summary, findings, recommendations, and proposed implementation plan. The plan shall compare current operations with industry standards and use such comparison as the basis for recommended actions. After review and consultation of the draft IT Master Plan with City staff, a final IT Master Plan, which will be created from the draft IT Master Plan and incorporate recommendations and strategies from City staff, will be submitted to the City Council for approval. Both the draft and final IT Master Plan shall include order of magnitude cost estimates associated with proposed work and resource procurement.

As a final deliverable, consultant will provide a presentation to City Council for approval of the IT Master Plan, including methodologies utilized in its development.

All communication related to this RFP must be in writing via PlanetBids. Unauthorized contact regarding this RFP with other City staff may result in disqualification.

All responses must be received by the City of Placentia through PlanetBids **no later than 5:00pm, September 29, 2023**. Late responses will not be accepted.

### **3.3 Exceptions to Proposed Terms and Conditions**

Describe in detail any exceptions to the RFP or the proposed terms. The City shall reserve the right to determine if the exception is reasonable. Proposal must not be marked as confidential or proprietary. The City reserves the right to reject, during the negotiation process, any issues not identified in the Proposal.

### **3.4 Miscellaneous Conditions**

The City is not liable for any costs or expenses incurred in the preparation of a response to this RFP and may withdraw or modify this request at any time. The selected Consultant will be required to enter into an Agreement with the City of Placentia on a form approved by the City Attorney.

Proposals submitted early may be withdrawn by the firm prior to the Proposal Due Date specified above. Following the Proposal submittal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.

The City reserves the right to negotiate additional pricing and services with the selected firm after concluding the RFP process.

The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and/or the City's Procurement Ordinance.

## **4. PROPOSAL RESPONSE PRICING REQUIREMENTS**

All proposals will be evaluated on the same model selected by the evaluation committee.

## **5. SELECTION CRITERIA**

Each proposal will be reviewed to ensure that the firm submitted a transmittal/cover letter, narrative proposal that is responsive to the City's requirements as set forth herein, and a separately packaged cost proposal. Failure to meet these requirements may be cause for rejection of a proposal. Additionally, the committee may, in its sole discretion and during its evaluation, request presentations/demonstrations with one or more selected firms.

Only those proposals that meet or exceed the intent of mandatory requirements will be further evaluated. An evaluation committee will review all proposals received and determine a ranking.

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and,

if held, shall be after the initial evaluation of the Proposals is complete. If clarifications are made because of such discussion, the Proposer shall put such clarifications in writing.

## 6. GENERAL CONDITION

### A. Inquiries

1. EVALUATIONS OF PROPOSALS AND AWARD OF CONTRACT(S): This solicitation has been developed in the Request for Proposal (RFP) format. Accordingly, Proposers should take note that multiple factors will be considered by the City in awarding the Contract(s). Price alone will not be the sole determining factor.
2. PRICE GUARANTEE: The Proposer shall guarantee the pricing offered for a period of 120 calendar days from the due date of proposals.
3. PROPOSER REGISTRATION: All potential proposers must register with PlanetBids to download RFP materials and/or submit a proposal. RFPs will only be accepted via PlanetBids.
4. INQUIRIES: Any questions technical or otherwise, pertaining to this RFP must be submitted in writing via PlanetBids

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of Addenda e-mailed to all parties expressing interest in such. **The deadline for all questions is September 14, at 5:00pm.**

Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect. Responses to questions will be available and distributed via e-mail no later than two weeks after the deadline.

### B. Ownership of documents

1. All work products (i.e., documents, data, studies, drawings, maps, models, photographs, and reports) prepared by consultant under this agreement, whether paper or electronic, shall become the property of the City of Placentia for use with respect to this project, and shall turned over to the City upon completion of the described services or any phase thereof, as contemplated by this agreement.
2. Contemporaneously with the transfer of such documents, the consultant hereby assigns to the city and consultant thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written materials, drawings, plans, specifications, or other work prepared under this agreement, except upon the City's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The consultant shall, upon the request of the City, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
SDI PRESENCE LLC**

THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of December 2023 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and SDI PRESENCE , a California LLC (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide INFORMATION TECHNOLOGY MASTER PLAN as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization

by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed EIGHTY-THREE THOUSAND, NINE HUNDRED TWENTY-FIVE Dollars (\$83,925.00).

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

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

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

## **3.0. TIME OF PERFORMANCE**

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

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

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of four months, ending on April, 30, 2024 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

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

## 5.0. INSURANCE

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

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

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

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

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

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

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

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

**6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

SDI Presence - LA  
6080 Center Dr. 6<sup>th</sup> Floor  
Los Angeles, CA 90045  
Tel: 714-975-4150

Attn: Patrick Griffin

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: 714-993-8204

Attn: Daniel Chang

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

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

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*).

Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

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

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

ATTEST:

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

CONSULTANT

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

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

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Krystle Murillo, Risk Management

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Daniel Chang, IT Manager

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Rosanna Ramirez, Deputy City Administrator

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

**EXHIBIT A**

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

**EXHIBIT B**  
**INSURANCE**



Proposal Prepared For:

# City of Placentia

Information Technology Master Plan  
September 29, 2023

Respectfully Submitted By:



**Patrick Griffin**  
Managing Director  
[pgriffin@sdipresence.com](mailto:pgriffin@sdipresence.com)  
714-975-4150

## **TABLE OF CONTENTS**

<b>Cover Letter.....</b>	<b>1</b>
<b>Qualifications .....</b>	<b>3</b>
<b>Scope of Work and Service Level Agreements .....</b>	<b>8</b>
<b>Anticipated Work Products .....</b>	<b>17</b>
<b>Exceptions to Proposed Terms and Conditions.....</b>	<b>19</b>



## Cover Letter

September 29, 2023

Mr. Daniel Chang - IT Manager  
City of Placentia  
401 E. Chapman Ave.,  
Placentia, CA 92870

### Re: RFP for Information Technology Master Plan

Dear Mr. Chang,

SDI Presence LLC (SDI) respectfully submits this proposal to the City of Placentia (City) in response to its Request For Proposals (RFP) for the completion of an Information Technology (IT) Master Plan. SDI provides management consulting and advisory services focused exclusively on assisting public sector agencies enhance their use of technology. Since 1999, SDI's advisory & consulting practice has supported IT assessments, IT master plans, enterprise software procurements, and implementation projects for nearly 200 west coast clients. Our successful track record includes completing more than 90 IT Assessments and Master Plans for cities, counties, special districts, and State of California agencies.

Our understanding is that the City is seeking the assistance of a qualified firm to assist with the development of a five-year IT Master Plan that will provide an assessment of the organization's current technology environment and help guide the City's future technology acquisitions. SDI is uniquely qualified to assist the City with this critical project, having worked with numerous municipalities of similar size and scope. SDI's approach to IT planning projects can be described by three simple statements:

- **Where are we now?** Obtain a clear understanding of the current state of the City's information technology environment including infrastructure, business applications, and the ability of the City to manage and deliver information technology services.
- **Where do we need to be?** Establish a shared vision of where the City's information technology environment needs to be in the future, understanding that, even as the vision is developed, emerging trends in information technology and public expectations for access to the City's information and services are continuing to evolve and change the requirements.
- **How do we get there?** Create a documented series of steps to enable the City to transform its information technology environment from where it is currently to where it needs, or wants, to be in the future.

In order to address these statements, SDI will utilize a structured and proven project approach consisting of three major phases which include several tasks & activities; the outcome of which is the development of comprehensive and actionable deliverables. Additional details regarding SDI's project approach is provided in our proposal.

To complete this project, we will utilize a team of knowledgeable consultants who are experienced in conducting municipal IT assessments and master plans. Our team includes senior IT consultants familiar with the challenges of running municipal IT service delivery organizations and they have a long history of collaborating to successfully deliver projects similar in size and scope.



SDI will bring the City proven methodologies and tools based on public sector IT best practices that are closely aligned with industry standards, such as Information Technology Infrastructure Library's (ITIL) and IT service management (ITSM) standards. SDI's approach puts a priority on aligning our clients' enterprise-level business objectives and ongoing operational needs with their IT investments and available resources.

SDI's corporate office is in Chicago, Illinois. The City of Placentia account will be managed out of our Los Angeles office, 6080 Center Drive, 6<sup>th</sup> Floor, Los Angeles, California 90045. Telephone: 310-242-5807. Website: <https://sdipresence.com>. The Engagement Manager for the project, Patrick Griffin, works from his home office in Orange County, and the project team all reside in the southern California area. For additional information regarding our proposal, please contact:

**Patrick Griffin – Managing Director**  
[pgriffin@sdipresence.com](mailto:pgriffin@sdipresence.com) (714) 975-4150

SDI's advisory & consulting practice prides itself on being 100% vendor independent. This means that we have no partnerships or affiliations with software or hardware vendors, and it enables us to provide feedback and recommendations that are not influenced by potential conflicts of interest.

SDI appreciates the opportunity to submit our proposal to the City of Placentia and looks forward to working with the City on this important project. Our offer remains valid for 120 days. There is not any conflict of interest for any of the individuals who will perform the work under the contract. As Chief Financial Officer of SDI, I am authorized to bind the company.

Sincerely,

A handwritten signature in black ink that reads 'Sharee L. Wolff'.

Sharee L. Wolff  
Chief Financial Officer  
SDI Presence LLC

## Qualifications

SDI is an IT consultancy and managed services provider (MSP) that leverages its strong team presence to advance our clients to a secure digital enterprise. With a corporate resume extending more than 25 years, SDI delivers IT advisory & consulting, strategic managed services, and hybrid infrastructure solutions to optimize our clients’ technology environments. SDI has been developing IT Master Plans for our clients during the entire 25 years of its history, and we have completed over 90 IT Assessments and Master Plans for cities, counties, special districts, and State of California agencies.

SDI Presence LLC was first established in 2016, and currently employs over 300 staff throughout the United States. In November 2017 SDI joined forces with California-based **NexLevel Information Technology, Inc.**, and the entire NexLevel consultant team transitioned to SDI. Our California-based West Coast Division includes consultants located throughout the state, with offices in Sacramento and Los Angeles.

SDI focuses on helping public sector clients assess, plan, implement, and manage complex business technology. Our full range of services is shown in Figure 1 below.



Figure 1: SDI Services

SDI’s West Coast Division (formerly NexLevel) has worked with more than 200 state and local government agencies across eight states to complete IT Assessments, IT Strategic Plans, GIS Strategic Plans, Network Assessments, IT Service-Level Assessments, Policy/Procedure Documentation, Project Management Organization implementations, Feasibility Studies, and Request for Proposal (RFP) Development and Procurement Management efforts. In addition to our California local government experience, SDI also has significant planning, project management, and procurement experience working with the State of California for agencies such as California Highway Patrol, Department of Justice, Department of Motor Vehicles, Department of Corrections and Rehabilitation, Department of Child Support Services, and more.

It is important to note that the SDI advisory & consulting practice has, and will continue to be, **100% independent from any technology solution provider**. We pride ourselves on this independence and recognize that it is a critical attribute during the IT strategic planning process.



SDI is recognized throughout the State of California for our services supporting public sector agencies with IT strategic planning activities. This is evident not only by the number of successful projects and client references, but also because we are commonly asked by organizations such as California Society of Municipal Financial Officers (CSMFO) and Municipal Information Systems Association of California (MISAC) to present at their annual conferences and regional chapter groups. SDI has co-presented day long pre-conference sessions dedicated to IT Master Planning and ERP procurement and implementation and has also presented on the topics of IT sustainability, IT governance, and Cloud Computing. SDI has presented more than a dozen times to CSMFO and MISAC. The fact that we are continually invited to present at these important organization’s events speaks to our expertise and experience.

As shown in Table 1 below, SDI has a strong record of accomplishment in providing technology consulting services for California public sector clients. This includes the successful completion of more than **90 IT Master Plans** for public sector organizations.

**Table 1: SDI West Coast Client List**

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
<b>Municipalities</b>								
Alameda, CA		✓					✓	✓
Alhambra, CA			✓					✓
Anaheim, CA	✓						✓	✓
Arcadia, CA			✓					✓
Belmont, CA	✓							
Beverly Hills, CA	✓	✓						✓
Branson, MO	✓	✓						✓
Burbank, CA	✓	✓						
Burlingame, CA				✓			✓	
Carson, CA				✓				
Carson City, NV	✓	✓					✓	✓
Chino, CA							✓	✓
Chino Hills, CA				✓			✓	✓
Concord, CA				✓				✓
Coronado, CA			✓	✓			✓	✓
Costa Mesa, CA								✓
Cupertino, CA	✓	✓						
Davis, CA							✓	✓
El Segundo, CA	✓	✓						
Fairfield, CA	✓	✓	✓		✓	✓	✓	✓
Fontana, CA		✓						
Fremont, CA				✓			✓	✓
Fresno, CA	✓	✓					✓	✓
Galt, CA	✓	✓	✓	✓	✓	✓	✓	✓
Glendora, CA			✓					✓
Gilroy, CA	✓	✓		✓			✓	✓
Glendale, CA	✓	✓		✓			✓	✓

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Half Moon Bay, CA				✓			✓	
Huntington Beach, CA	✓	✓			✓			✓
Indio, CA				✓			✓	
Industry, CA				✓				
Irvine, CA		✓		✓	✓	✓		✓
La Quinta, CA				✓			✓	✓
Laguna Beach, CA	✓	✓						
La Verne, CA			✓					✓
Long Beach, CA				✓			✓	✓
Los Angeles, CA				✓				✓
Los Banos, CA	✓	✓						
Malibu, CA	✓	✓					✓	
Manhattan Beach, CA	✓	✓			✓		✓	✓
Merced, CA			✓				✓	✓
Millbrae, CA							✓	
Napa, CA	✓	✓			✓			✓
Newport Beach, CA					✓		✓	✓
Novato, CA	✓	✓			✓			✓
Ontario, CA		✓		✓			✓	
Orange, CA	✓	✓			✓		✓	✓
Oxnard, CA	✓	✓						
Pasadena, CA							✓	✓
Paso Robles, CA				✓			✓	✓
Petaluma, CA							✓	
Pismo Beach, CA	✓	✓					✓	
Pleasant Hill, CA							✓	
Rancho Cordova, CA	✓	✓						✓
Rancho Cucamonga, CA							✓	✓
Rancho Palos Verdes, CA	✓	✓					✓	✓
Redlands, CA							✓	
Redwood City, CA	✓	✓		✓			✓	
Rohnert Park, CA	✓			✓			✓	✓
San Luis Obispo, CA	✓	✓					✓	✓
San Rafael, CA	✓	✓		✓	✓		✓	✓
San Ramon, CA				✓			✓	
Santa Barbara, CA				✓				
Santa Clara, CA	✓	✓	✓	✓	✓		✓	✓
Santa Cruz, CA	✓	✓	✓		✓			✓
Santee, CA				✓			✓	
Scottsdale, AZ	✓							
Stockton, CA	✓	✓		✓	✓			✓
Suisun City, CA				✓			✓	
Sunnyvale, CA							✓	
Vacaville, CA							✓	

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
Ventura, CA	✓	✓			✓			✓
Visalia, CA	✓	✓			✓			
Vista, CA	✓	✓	✓		✓			✓
Walnut Creek, CA	✓	✓			✓			✓
Watsonville, CA	✓	✓		✓				✓
West Covina, CA			✓				✓	✓
West Hollywood, CA	✓	✓					✓	
Yucaipa, CA				✓				
<b>Special Districts</b>								
Central Contra Costa Sanitation District	✓	✓	✓	✓	✓		✓	✓
Chino Valley Independent Fire District				✓			✓	✓
Citrus Heights Water District								✓
Coachella Valley Water District							✓	✓
Cosumnes Community Services District				✓			✓	
Cucamonga Valley Water District							✓	
Delta Diablo Sanitation District	✓	✓						✓
East Valley Water District	✓	✓						
Eastern Municipal Water District							✓	
Elsinore Valley Municipal Water District	✓	✓						
Helix Water District	✓	✓			✓			
Lake Arrowhead Community Services							✓	
Las Virgenes Municipal Water District	✓	✓				✓	✓	
Los Angeles County Employees Retirement							✓	
Monterey Regional Water P.C.A.	✓	✓						
Moulton Niguel Water District	✓	✓	✓	✓	✓		✓	✓
North Tahoe Public Utilities District	✓	✓						
Port of Los Angeles	✓	✓						
Rancho California Water District	✓	✓			✓			✓
Riverside Co. Trans. Commission				✓				
Sacramento Area Sewer District								✓
Sacramento Metropolitan Fire District		✓					✓	
Sacramento Municipal Utility District								✓
San Joaquin Council of Governments							✓	
San Bernardino County Fire								✓
Santa Clara County Fire Department		✓						✓
Santa Clara County Housing Authority	✓	✓						
Santa Clara Valley Water District							✓	
Silicon Valley Clean Water							✓	
Silicon Valley Power	✓			✓			✓	✓
Solano County Transit (SolTrans)								✓
Southern CA Association of Governments								✓
South Tahoe Public Utility District	✓	✓			✓	✓	✓	
West Basin Municipal Water District	✓	✓			✓			
Zone 7 Water Agency	✓	✓						

	IT Strategic Plans	IT Assessments	IT Policies & Procedures	Project Management	IT Governance	Disaster Recovery Planning	System Selection & Procurements	Other Management Consulting
<b>Counties</b>								
Douglas County, Nevada		✓						✓
El Paso County, Texas	✓	✓						
Lane County, Oregon	✓	✓						
Placer County, CA							✓	✓
Riverside County, CA								✓
San Benito County, CA				✓				✓
San Diego County, CA				✓				✓
Santa Clara County, CA				✓				✓
Sonoma County, CA				✓				✓
<b>State of California</b>								
Assoc. of Regional Center Agencies				✓			✓	
CA Correctional Health Care Services				✓				✓
California Highway Patrol	✓	✓	✓	✓	✓	✓	✓	✓

## Scope of Work and Service Level Agreements

The City seeks to partner with a consulting company that has vision and leadership in IT strategic planning. SDI brings the City the experience, expertise, and proven methods to help ensure project success. SDI has developed a comprehensive methodology designed specifically to meet the unique needs of organizations seeking to develop strategic technology plans. This methodology is based on our hands-on experience in working with public sector clients and continues to evolve as new best practices are identified.

*During the initial planning phase, SDI will work with the City's stakeholders to craft a project approach and task resource plan that takes full advantage of the City's resources and expertise while minimizing the impact on*

SDI believes that a critical component of this project is to ensure that the stakeholders and staff impacted understand the trade-offs, resources, risks, and timelines associated with the project, and have appropriate expectations prior to, and throughout, the project life cycle. To accomplish this, SDI's approach includes the following guiding principles:

- ◆ Focus on an open and collaborative process that encourages a consensus among the participants and a shared commitment to the successful completion of a comprehensive IT Master plan.
- ◆ Use a structured, proven approach to ensure comprehensive understanding of requirements and business needs at all levels of the City.
- ◆ Strive to minimize disruption to daily City operations throughout the various processes by ensuring a well planned and executed project.
- ◆ Fully identify and disclose the potential opportunities as well as the risks involved and provide realistic risk management and mitigation strategies.
- ◆ Ensure that stakeholders and users have and maintain realistic expectations throughout the process.

SDI is familiar with the challenges and issues that can arise in developing such plans and skilled in managing multiple, and sometimes conflicting, stakeholder visions, missions, goals, objectives, needs, and priorities. In addition, we are sensitive to the desires of elected and appointed officials and the public for transparency and open government. Our approach carefully considers project prioritization and includes processes to help manage competing priorities to ensure that our plans consider City-wide perspectives. We pride ourselves on helping organizations develop plans that are realistic and attainable in terms of the available budget, resources, and time.

SDI's approach to IT strategic planning is designed specifically to meet the needs of organizations seeking to develop an integrated IT Master Plan that can be used to guide technology initiatives for the next five years. It is important to note that the cornerstone of our approach is the focus and emphasis on the involvement and interaction with the department consumers of technology and those setting the business direction for the City – providing a Voice of the IT Customer to the resulting Information Technology Master Plan. The team will seek and incorporate input from all departmental technology consumers and stakeholders in the City's operating departments and divisions. Our approach includes three distinct phases.



In the paragraphs on the following page, we provide a high-level description for each phase.

**Phase One – Listen: Engaging Stakeholders.** The team will work with the City to lay the foundation for the timely and successful completion of the Information Technology Master Plan, including conducting planning and kickoff meetings with the objectives of engaging City staff in the planning process and identifying key issues, concerns, and requirements; then moving on to completing IT and department interviews to gain insight and allow for the voice of the user community. The team will engage with City’s user community to identify opportunities to improve the quality, consistency, and sustainability of the technology services and products provided to them.

**Phase Two – Plan: Analyzing the technical environment and brainstorming ideas.** The team will conduct an IT Services Review to establish a baseline for technology services delivered to the City, as those services exist presently. The team will also work with the City’s user community to review current business processes with the objectives of identifying opportunities for improvement, the business applications used in support of the business processes, and any issues being encountered with the business applications. Based on that foundational understanding, the team will develop findings and recommendations that will be used to align and deliver technology services into the future, ensuring the IT organization is provided with the resources – staffing, skillsets, funding, and toolsets – necessary to execute the IT Master Plan.

**Phase Three – Deliver: Establishing priorities.** The team will work with the City to develop the Information Technology Master Plan, including the vision of the IT Department to help clarify and socialize the City’s desired direction, developing a portfolio of proposed strategic projects, and a highly collaborative implementation planning workshop in which the City’s decision-makers and stakeholders will help shape a plan for the implementation of the recommendations and initiatives.

## DETAILED WORK PLAN

The Information Technology Master Plan needs to cover all aspects of the business to achieve an integrated and comprehensive technology strategy. It is important to note that the cornerstone of SDI’s methodology is the focus and emphasis on the involvement and interaction with the departmental consumers of technology and those setting the business direction for the City – ensuring the resulting IT Master Plan is influenced by the consumer’s needs. We will seek and incorporate input from all project stakeholders and employees, up to and including Executive Management and the City’s operating departments and divisions. Figure 2 illustrates the project phases, tasks, and corresponding deliverables.

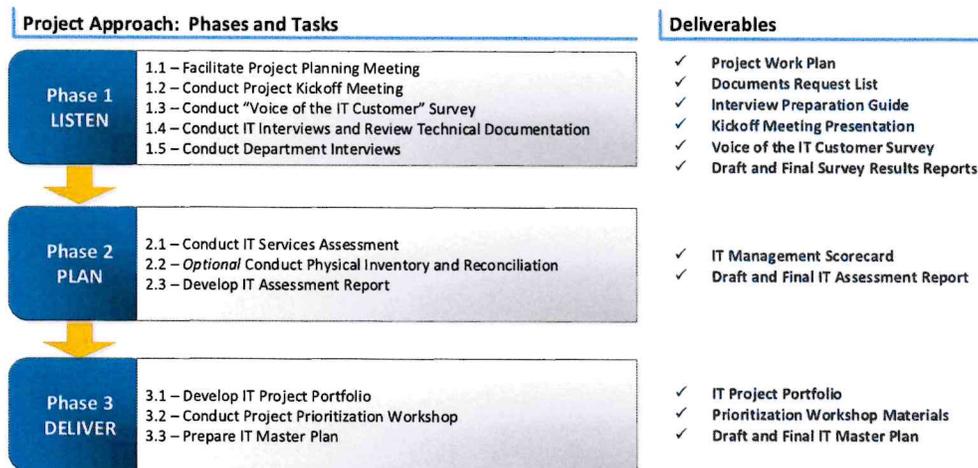


Figure 2: Project Phases, Tasks, and Deliverables

## Phase 1 – Listen

As a part of Phase 1, SDI will validate our understanding, as well as that of the City stakeholders, regarding the scope of work and the process for accomplishing the project’s overall objectives. During this phase, SDI’s goal is to understand the City’s use of IT today – the current state – and establish a baseline for the development of the IT Master Plan.

To accomplish this, SDI will request and review relevant documentation and conduct interviews with City IT and department/division staff. This phase includes Activities 1.1 – 1.5 and the associated deliverables, as described below.

### Task 1.1 – Facilitate Project Planning Meeting

**Description:** SDI will conduct a meeting with the City’s Project Sponsor and other key staff to complete a detailed review of the scope of work, project timeline, deliverables, project status reporting methods, project participants (i.e., Executive sponsor, subject matter experts, technical resources, etc.), and other administrative items to ensure a well-planned project. During this meeting, SDI will discuss the tools and templates that will be leveraged.

**Deliverables:** Project Work Plan; Documents Request List; Interview Preparation Guide

### Task 1.2 – Conduct Project Kickoff Meeting

**Description:** Since the project will have a City-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff meeting provides the opportunity to introduce the SDI team to the City staff and should involve the City’s senior management and key departmental technology users.

**Deliverable:** Kickoff Meeting Presentation

### Task 1.3 – Conduct “Voice of the IT Customer” Survey

**Description:** SDI will conduct a web-based user survey to determine overall satisfaction in terms of IT service delivery and support. The survey will be available to all City technology users and provides an opportunity to obtain their input. Once the survey is concluded, SDI will prepare a Survey Results Report summarizing the survey results and present best practices targets for each survey question.

**Deliverables:** “Voice of the IT Customer” Survey; Draft and Final Survey Results Reports

### Task 1.4 – Conduct IT Interviews and Review Technical Documentation

**Description:** SDI will conduct interviews with IT staff to determine whether the IT infrastructure and support organization are prepared to support the current and future needs of the City. The interviews will allow for an open discussion regarding IT service delivery and the information technology needs of the City, including a review and discussion of any existing outsourcing relationships. The IT interviews will focus on the following:

- ◆ What components of the City’s IT infrastructure and/or applications do you support?
- ◆ What services do you provide to the user community and what are your service level goals?
- ◆ What IT best practices are you using?
- ◆ What issues or challenges are you encountering?
- ◆ What projects or initiatives are you working on or are planned during the next 18-24 months?

In addition, will request and review available documentation including, but not limited to, the following:

- ◆ City Goals, Business Plans, Budgets, and CIP
- ◆ Previous Related Assessments and Plans
- ◆ City Organizational Chart and Contact Information
- ◆ Technology Governance Agendas and Minutes
- ◆ In-Process or Planned Technology Project Documentation
- ◆ IT Disaster Recovery and Business Continuity Plans
- ◆ Network Architecture Documentation
- ◆ IT Service Level Agreements and IT Performance Statistics or Activity Reports
- ◆ Technology Vendor Listing and Agreements
- ◆ Existing policies for change management, physical and cybersecurity, email, acceptable use, patch management, social media
- ◆ Security baseline standards – servers, firewalls, routers, workstations
- ◆ Incident response plans and procedures
- ◆ Network documentation and diagrams

#### **Task 1.5 – Conduct Department Interviews**

**Description:** The development of the IT Master Plan is dependent on a comprehensive and realistic understanding of the City’s business objectives and priorities, how effectively the current applications meet the City’s requirements, and how the City desires to use information technology as a key enabler in supporting its business. This look ahead at innovation must consider that not only is technology evolving rapidly, but so are public expectations regarding timely and easy access to City services and information transparency.

SDI will facilitate a series of interviews with City stakeholders and department employees to provide a forum for input and feedback about the business applications they use (including the support for them), information technology limitations, and future needs and plans. SDI will conduct interview workshops with members of Administration, City Clerk, Community Services, Community Development, Finance, Fire, Human Resources, Police, and Public Works. We anticipate up to ten (10) interview sessions and will focus on the alignment of IT services with the City’s business needs and priorities. The interviews are an invaluable means of acquiring relevant and important information about the City’s priorities, business process analysis, workflow, and to provide the basis for recommendations of future technology services and support. SDI prefers to have its consultants conduct on-site, face-to-face interviews where feasible to ensure a thorough understanding of concerns and priorities.

## **Phase 2 – Plan**

During Phase 2, SDI will conduct a comprehensive review of the City’s current IT support structure. SDI utilizes a structured methodology to gather information regarding all aspects of technology service delivery, including system stability, redundancy, security, and other critical factors that could affect the organization. SDI focuses on examining IT services provided by both the internal IT team and external service providers, as well as any formal IT Governance framework implemented and used by the City to provide technology services oversight. This 360-degree review builds on previous phases and tasks and provides a picture of the overall alignment of IT services, resources, and priorities with the business objectives of the City. This phase includes Activities 2.1 – 2.3 and the associated deliverables, as described on the following page.

### Task 2.1 – Conduct IT Services Assessment

Six key operational dimensions are reviewed and compared against best practices for effective IT service delivery. Weaknesses in any one dimension can adversely influence the overall effectiveness of the organization. The following dimensions specific to the City’s IT Department are reviewed:

- ◆ **Technology Governance and IT Staffing** - An examination of the current use of IT Governance (Steering Committees) within the City, their charters, and roles/responsibilities. SDI will assess the IT organization and review staff skills, levels, and capability to support the operation and maintenance of current and future systems including the use of managed service providers. SDI will also review the City’s deployment of IT project management practices, planning activities, and implementation processes.
- ◆ **Service Delivery** - An inspection of the daily operation of the IT environment including budget, service metrics, maintenance, help desk, configuration management, change management, and capacity management procedures.
- ◆ **Business Applications** - A review of the processes and methods to support the City’s business software applications. SDI will evaluate the City’s core business applications, determining, and rating the implementation, features, and functionality against current capabilities and user effectiveness, including business processes and training. SDI will map these applications against an industry standard effectiveness matrix to depict the state of the current application within each product lifecycle.
- ◆ **Security** - A high-level look at the use of software monitoring tools, virus protection procedures, physical hardware security, network vulnerability, passwords, data backup/recovery processes, physical and data security, integrity planning, network design, firewall placement, incident response, patch management, anti-virus protection and emergency operations.
- ◆ **Infrastructure** - An overview of the network, servers, desktops, telephony, storage configurations, remote access functions, data storage, server management, and operational procedures. SDI will perform an assessment of the desktop operating systems, server operating systems, network configuration, virtualization platform(s), back-up, and storage systems. Results of these assessments will identify the current status of the IT infrastructure platform and opportunities for modernization and/or corrective measures.
- ◆ **Administration** - A review of technology procurement processes, contract management, vendor management, software license management, budget/charge back management, and physical inventory processes. SDI will deploy an automated tool to inventory all devices and software attached to the City’s network. This inventory provides the basis for a more comprehensive physical inventory of equipment, and reconciliation between the automated scan and physical location. If the City desires, this activity can be accomplished by **optional** Task 2.2 below.

Based on our IT review, interviews, operational dimension ratings, review of project management practices, and the governance framework, SDI will develop an overall IT Service Management Scorecard including a classification of risk (high, medium, low) based on the City’s conformance with IT best practices.

**Deliverable:** IT Service Management Scorecard

### **Task 2.2 (Optional) Conduct Physical Inventory and Reconciliation**

As mentioned previously, SDI has **included** in its overall level of effort the deployment of an automated tool to inventory all devices and software attached to the City’s network. This type of inventory is typical of what is requested by our clients. However, if the City desires, SDI will complete a physical inventory (manual count) of all IT related assets, including hardware and software assets throughout the City. The completed inventory will provide information including asset description, location, asset number, age, useful life, and recommended replacement cost and timeline. The physical inventory will be reconciled against the automated network attached inventory to provide a complete picture of the current state of the IT environment, including systems, networks, servers, and other essential equipment necessary to IT operations within the City.

In addition, SDI will develop a recommended process for the on-going update and maintenance of the inventory and its use in providing expanded support to IT users. To help contain the cost to complete this inventory, SDI will work closely with the IT Department staff to utilize as much information as readily available to prepare for and execute this task.

**Deliverable:** *Optional Physical Inventory and Reconciliation*

### **Task 2.3 – Develop IT Assessment Report**

**Description:** In this task, SDI will develop a set of findings resulting from our review of the IT governance, infrastructure, and support services within the City, including a description of the finding, the priority level, and the recommendation (if applicable) associated with the remediation of the finding. Where necessary, SDI will develop recommendations to replace inefficient applications and equipment or implement different processes to increase efficiency. In addition, SDI will include recommendations related to current and optimal IT Department staffing and roles.

The recommendations developed by SDI will be based on our experience in working with municipalities, with an emphasis on identification of activities that have high value and that can be accomplished, for the most part, with existing resources, or if necessary, with the recommended resourcing.

**Deliverables:** Draft and Final IT Assessment Report

## ***Phase 3 – Deliver***

Ensuring that the City’s business and IT staff priorities are aligned can greatly enhance customer and employee satisfaction, empower teams, achieve business objectives, and ensure efficient use of resources in pursuit of City goals and priorities. In Phase 3, SDI works with the City to review and analyze the findings of previous phases to identify, analyze, and prioritize projects that need to be included in the IT Master Plan. SDI brings to the City proven methods and tools to ensure identified projects are well defined, understood by the stakeholders, and prioritized using agreed upon criteria.

During this task, SDI will develop a Project Portfolio for discussion and prioritization at the Project Prioritization Workshop. The Workshop uses a multi-step process to arrive at a City-wide prioritization of identified projects that will provide the basis for a roadmap within the IT Master Plan. This phase includes Activities 3.1 – 3.3 and the associated deliverables, as described below.

### Task 3.1 – Develop IT Project Portfolio

**Description:** SDI will develop a Project Portfolio containing projects identified through our information gathering process with City staff. For each project, SDI will document the name, description, benefits, cost, level of effort to implement, risk, and implementation timeline. A draft Project Portfolio will be distributed prior to the Prioritization Workshop so that attendees can review and be prepared for the Prioritization Workshop.

**Deliverable:** IT Project Portfolio

### Task 3.2 – Conduct Project Prioritization Workshop

**Description:** SDI believes we have many unique and proven methods to develop a successful IT Master Plan; however, this activity alone sets us apart from all our competitors. Our approach uses a multi-step prioritization methodology and tools that encourages staff participation and collaboration. The workshop is designed to help drive consensus to obtain City-wide prioritization of projects. The result of the workshop will be a prioritized list of projects assigned to a timeframe. In addition, the workshop is designed to identify IT Master Plan enabling factors which are defined as key elements that must be in place or occur to allow the Plan to be a success. Examples of enabling factors include training, staffing, budget, governance, project management, and change management.

**Deliverables:** Prioritization Workshop Materials

### Task 3.3 - Prepare IT Master Plan

**Description:** SDI will incorporate work products from previous tasks as the foundation for the development of the City's IT Master Plan. SDI will use this information, as well as other information provided by staff and independent research, to create a draft of the IT Master Plan and review it with the City. SDI will revise and update the IT Master Plan based on feedback from the City and will conduct a final technical and quality review of the final IT Master Plan before submission to the City's executive team.

**Deliverables:** Draft and Final IT Master Plan

## PROPOSED PROJECT TEAM

For this project, SDI is proposing a team of highly qualified and experienced professionals with the proven ability to complete projects on time and within budget. SDI’s proposed team includes former local agency IT specialists with significant depth and expertise to address all aspects of this important project.

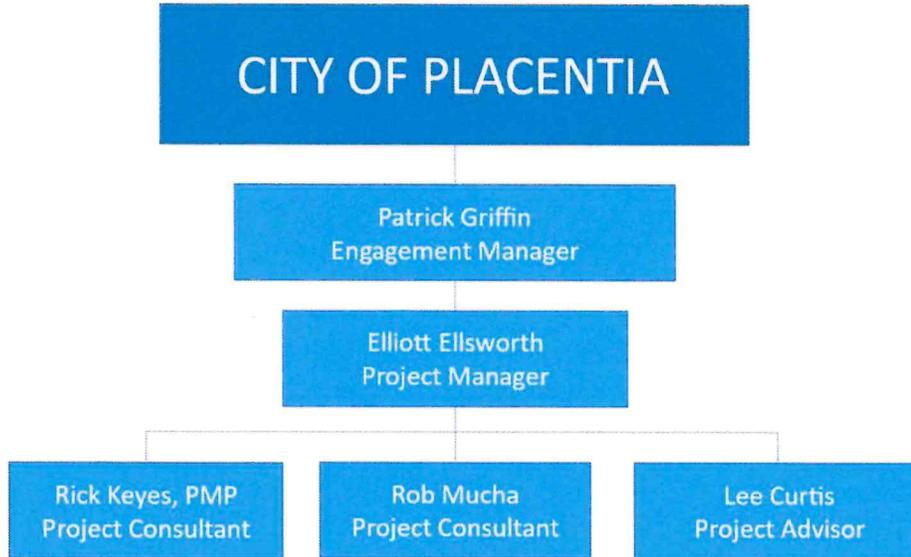


Figure 3 - Project Team Organization Chart

### **Patrick Griffin – Engagement Manager**

**Role:** Mr. Griffin will serve as the Engagement Manager on the City’s project, bringing his years of experience working with public agencies to support the City and the project team on this important project. Mr. Griffin will provide management oversight and support to the SDI project team and will interact with the City team on contractual and business-related items.

**Biography:** Mr. Griffin has over 40 years of experience in California local government. His municipal experience includes serving in a variety of positions including Controller, Finance Director, Community Development Director, and Assistant City Manager, with the last position including responsibility for City-wide budget, information technology, and public communications and outreach. After retiring from the public sector in 2012, Mr. Griffin began a consulting career with NexLevel Information Technology, which merged with SDI in 2017. During his consulting career, Mr. Griffin has been responsible for the procurement and implementation of several IT Strategic/Master Plans, in addition to ERP and land management system procurements and implementations for local agencies.

### **Elliott Ellsworth – Project Manager**

**Role:** Mr. Ellsworth will function as the Project Manager and will provide subject matter expertise, including assisting with the identification and scoping of potential technology projects and analyzing and making recommendations regarding IT staff.

**Biography:** Mr. Ellsworth recently joined SDI’s technology consulting practice after working in the public sector IT industry for over 30 years. He spent most of his career with the City of Ontario, providing technology expertise in a variety of positions, serving as Executive Director of IT and Chief Innovation Officer since 2005. Mr. Ellsworth’s experience serving in the public sector technology industry for a large



public sector organization provides him with significant relevant knowledge and expertise for the City's IT Strategic Plan project. Since joining SDI, Mr. Ellsworth has been actively engaged in IT assessment and strategic planning efforts for the cities of Malibu, West Hollywood, and Vista, along with the Helix Water District.

***Rick Keyes, PMP – Project Consultant***

**Role:** Mr. Keyes will provide subject matter expertise, including assisting with the identification and scoping of potential technology projects and providing assistance with development of project deliverables.

**Biography:** Mr. Keyes is a certified project management professional and joined SDI in 2010. He has more than 25 years of extensive information technology experience, including more than 10 years in senior management positions in state government and nearly 20 years in program/project management and vendor management in demanding public-sector environments. During his career, Mr. Keyes has been responsible for the development and implementation of enterprise IT architecture, policies and strategies, management of all aspects of application development from conceptualization through implementation, training and support, and for the integration of all business/technology solutions regardless of whether developed in-house or by 3rd-party vendors. Mr. Keyes has led or participated in IT assessment and strategic planning efforts for the Cities of Malibu, West Hollywood, Laguna Beach, Burbank, Watsonville, Rancho Palos Verdes, and the West Basin Municipal Water District.

***Rob Mucha – Project Consultant***

**Role:** Mr. Mucha will provide subject matter expertise for all aspects of the project, including data gathering activities and IT organizational assessment.

**Biography:** Mr. Mucha has 20+ years developing, implementing, and maintaining customized computer systems for EDS/HP Enterprise Solutions in State and Local Government, primarily in California. Mr. Mucha is an accomplished, detail-oriented leader with proven expertise in implementing and maintaining complex IT systems built internally or through third party vendors. Adept at planning and executing projects and identifying areas for improvement, Mr. Mucha applies his in-depth organizational knowledge across multiple departments to influence stakeholder decision-making.

Since joining SDI, Mr. Mucha has assisted in IT assessment and strategic planning efforts for the City of Redondo Beach and the Elsinore Valley Water District. He has also been actively engaged with technology-related projects in the cities of Vernon and West Hollywood.

***Lee Curtis – Strategic Planning Practice Lead and Project Advisor***

**Role:** Mr. Curtis will provide as-needed project advisory subject matter expertise for all areas of the project.

**Biography:** Mr. Curtis is a senior level, hands-on executive with more than 40 years of experience in technology service and management consulting. He has been a top-tier manager with outstanding technology delivery skills and long-range project planning expertise. Mr. Curtis has provided executive-level consulting to both the private and public sectors supporting a wide range of technology implementations. He is an experienced project manager, accomplished writer and a well-versed consultant providing in-depth technology assessments and innovative strategic plans to public sector clients. Mr. Curtis has served as CIO or IT Director for numerous organizations across the country and has presented IT Strategic Planning sessions at the Municipal Information Systems Association of California (MISAC) annual conferences. In 2020, he presented a webinar on Strategic Planning to the Association of California Water Agencies (ACWA). Mr. Curtis has participated in assessments and planning projects for numerous cities, counties, and special districts.

## Anticipated Work Products

### Summary of Approach

Provided below is a graphic illustrating the overall workflow utilized to complete the IT Master Plan.

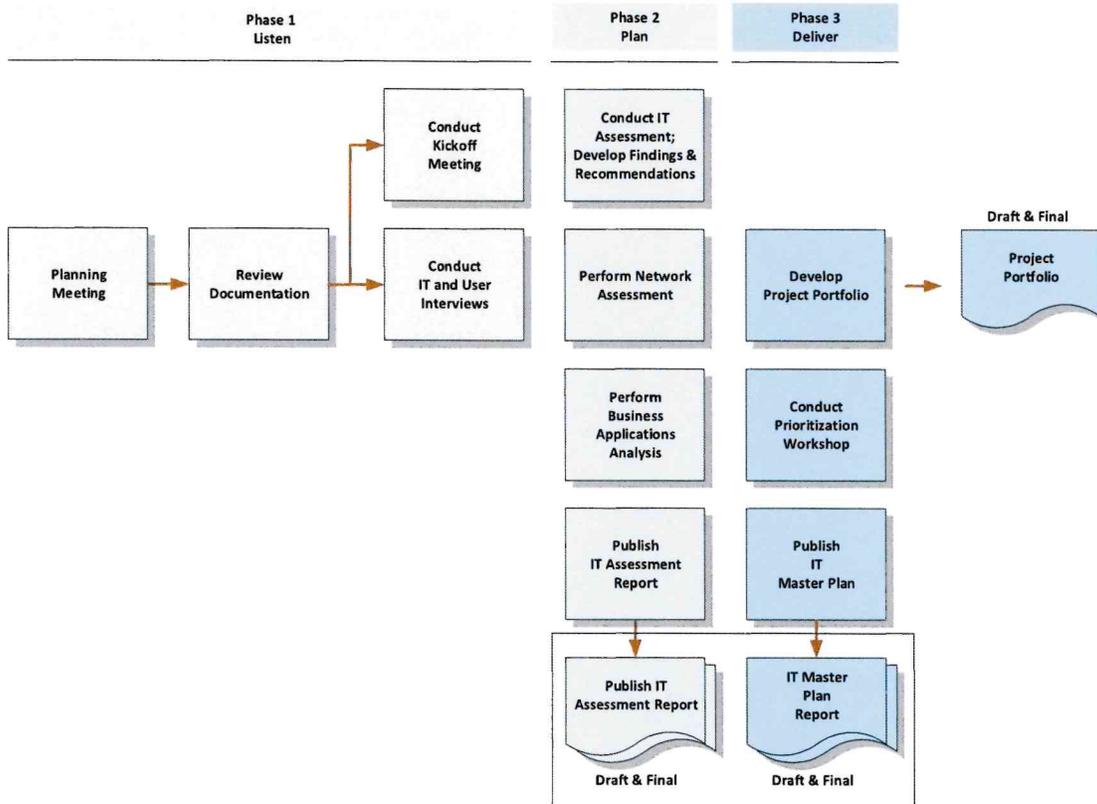


Figure 3: Three Phased Information IT Master Plan Workflow

As described throughout the **Detailed Work Plan** section of our proposal, SDI will be providing staged deliverables during all phases of the project. Those deliverables include the following work products:

- ◆ Project Work Plan
- ◆ Documents Request List
- ◆ Interview Preparation Guide
- ◆ Kickoff Meeting Presentation
- ◆ “Voice of the IT Customer” Survey
- ◆ Draft and Final Survey Reports
- ◆ IT Service Management Scorecard
- ◆ (Optional) Physical Inventory and Reconciliation
- ◆ Draft and Final Assessment Report
- ◆ Project Portfolio
- ◆ Prioritization Workshop Materials
- ◆ Draft and Final IT Master Plan

## Project Status Reports

The team will provide periodic briefings to the City, both written and oral, as to the status of the project. Monthly project status reports will be submitted to the City, describing work completed, budget status, current schedule forecast compared to baseline, decision logs, and change management plans.

## Open Communication

The team sees effective communication as a critical component of long-term project success, going beyond the immediate completion of this project and enabling the City to realize the benefits from the findings and recommendations which will be delivered throughout the project. To this end, the team will develop and implement a communication plan which will govern how we will interact with the City's participants including:

- ◆ Meetings between the Engagement Manager, Project Manager, and the City's Project Manager and project sponsors.
- ◆ Business unit stakeholders, who will interact with the team during the business interview and workshop activities.
- ◆ The City's IT Department staff, who will interact with the team while conducting the IT Department interviews.

## Exceptions to Proposed Terms and Conditions

SDI's legal team has reviewed the City's RFP and Professional Services Agreement template, and respectfully requests the City's consideration of the following:

RFP Document	Section Reference	Proposed Contract Revisions	Reasoning
Section 6. General Conditions	Section B. Ownership of Documents	<p>SDI respectfully requests Section B.2 be revised to read as follows:</p> <p>"B. Ownership of Documents</p> <p>2. Contemporaneously with the transfer of such documents, the consultant hereby assigns to the city and consultant thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written materials, drawings, plans, specifications, or other work prepared under this agreement, except upon the City's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld.</p> <p><b>Notwithstanding anything to the contrary in the foregoing and for the purposes of clarity, consultant, including consultant's subcontractors and third-party vendors, shall retain ownership of any pre-existing intellectual property used and/or delivered to the City in the performance of the services under this agreement.</b> The consultant shall, upon the request of the City, execute any further document(s) necessary to further effectuate this waiver and disclaimer."</p>	<p>The provision as written is not clear as to ownership of SDI or third-party pre-existing intellectual property rights. SDI requests that SDI and SDI's subcontractors and vendors retain ownership of any pre-existing intellectual property rights used and/or delivered to the City in the performance of the services under this agreement.</p>

SDI is open to further discussion regarding this request.



Cost Proposal Prepared For:

# City of Placentia

Information Technology Master Plan  
September 29, 2023

Respectfully Submitted By:



**Patrick Griffin**  
Managing Director  
[pgriffin@sdipresence.com](mailto:pgriffin@sdipresence.com)  
714-975-4150

## ***COST PROPOSAL***

SDI has carefully considered the City of Placentia's Request for Proposal (RFP), along with reviewing publicly available documentation regarding the City. In addition, we reviewed the responses to questions posed during the RFP process. Based on this information, and incorporating our past experience completing IT Master Plans for agencies of similar size and scope, we provide the following:

Completion of IT Master Plan Required Components as presented in SDI's Proposal Dated September 29, 2023	\$79,085
Completion of Optional Citywide Physical Inventory of Technology Equipment	\$ 4,840

The amounts shown above include all project-related costs including travel expenses associated with onsite project activities.